MOLINE COMMITTEE-OF-THE-WHOLE AGENDA & COUNCIL AGENDA

Tuesday, May 12, 2026
6:00 PM
City Hall
Council Chambers - 2nd Floor
619 16th Street
Moline, IL 61265

The meeting will be audio or video recorded and made available to the public, as provided by law, at http://www.moline.il.us/remotecouncil

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1. Committee-of-the-Whole Call to Order

2. Roll Call

3. Remote Electronic Attendance (if necessary)
Approval of the remote electronic attendance of certain elected officials.

4. Public Comment
Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

5. Presentation

5.1 2025-2026 Snow Angels Program Awards (Denver Schmitt, Director of Public Works)

5.2 ISAWWA Water Ambassador Program Award – Gold Level Designation (Laura Williamson Director of Utilities and Representative from ISAWWA).

5.3 ISAWWA WaterCon Conference Staff Awards Recognition (Laura Williamson- Director of Utilities, Bobby Cantu-Water Field Service Lead Technician, Robin Markle-Utilities Lab Lead Technician, Thomas House-Water Plant Lead Operator and Justin Pratt-WPC Operations & Maintenance Specialist)

6. Proclamation

6.1 A Proclamation request by Denver Schmitt, Director of Public Works, to observe the week of May 17-23, 2026, as National Public Works Week.

6.2 A Proclamation from the Quad Cities Housing Council to declare May 2026 as Affordable Housing Month.

7. Questions on the Agenda

8. Committee-of-the-Whole Agenda Items

8.1 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Valley Construction Co., for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, for the amount of $785,330.

8.2 A Resolution approving a block party for the Glen Oaks Neighborhood scheduled for Saturday, August 29, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lindsey Hines on behalf of the Glen Oaks Neighborhood Association for the use of public right-of-way in conjunction with said block party.

8.3 A Resolution authorizing a grant to Renew Moline for the amount of $300 from the Special Events Fund to support seasonal summer decorations and provide a welcoming, visually appealing backdrop for the Chillin' in the Courtyard Concert Series in the Historic Block Courtyard.

9. Informational

9.1 Update on South Slope WWTP Improvements (Laura Williamson, Director of Utilities and Troy Stinson – Strand Associates)

9.2 Fiscal Year 2026, Quarter One Report (Bob Vitas, City Administrator)

10. Council Call to Order

11. Pledge of Allegiance

12. Invocation – Alderperson Silas

13. Roll Call

14. Remote Electronic Attendance (if necessary)
Approval of the remote electronic attendance of certain elected officials.

15. Public Comment
Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

16. Consent Agenda - Approval of Minutes and Appointments
All items under the consent agenda will be enacted by one motion. There will be no separate

discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

16.1 Committee-of-the-Whole and Council meeting minutes of April 28, 2026.
Suggested Action: Approval

17. Consent Agenda - Second Reading Ordinances

17.1 An Ordinance approving a Preliminary/Final Development Plan for a Planned Unit Development Site and Rezoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development for an approximately 1.25-acre tract of land commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003).
Suggested Action: Approval

17.2 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.
Suggested Action: Approval

18. Consent Agenda - Resolutions

18.1 A Resolution approving the final plat of Subdivision for Plaza on the Avenue 3rd Addition and vacating a portion of an existing utility easement (A re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition/Dolan Commons).
Suggested Action: Approval

18.2 A Resolution declaring the property located at 200-202 20th Street, Moline, Illinois ("200 building"), and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor and City Clerk to execute and attest to a Purchase and Sale Agreement and do all things necessary to convey the above-referenced City-owned Property to 321 Partners, LLC; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.
Suggested Action: Approval

18.3 A Resolution approving a Professional Services Independent Contractor Agreement with Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services; and authorizing the Mayor and City Clerk to execute and attest to a Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; and authorizing City staff to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.
Suggested Action: Approval

18.4 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing

Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.
Suggested Action: Approval

18.5 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food.
Suggested Action: Approval

18.6 A Resolution authorizing the Mayor and City Clerk to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.
Suggested Action: Approval

18.7 A Resolution declaring a portion of 2800 48th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.
Suggested Action: Approval

18.8 A Resolution declaring a portion of 3620 38th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.
Suggested Action: Approval

18.9 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300.
Suggested Action: Approval

18.10 A Resolution accepting a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; and authorizing the Assistant Director of Public Works to execute any necessary documents and do all things necessary to implement said project.
Suggested Action: Approval

18.11 A Resolution declaring vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property; and authorizing the disposal of said vehicles and non-motorized assets by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether

sealed bid, auction, negotiation or otherwise.
Suggested Action: Approval

18.12 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years.
Suggested Action: Approval

18.13 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50.
Suggested Action: Approval

18.14 A Resolution accepting a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300; and authorizing the Director of Engineering to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project.
Suggested Action: Approval

18.15 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.
Suggested Action: Approval

19. Omnibus Vote

20. Non-Consent Agenda - First Reading Ordinances

20.1 An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter.
Suggested Action: Advance to second reading

20.2 An Ordinance amending Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.
Suggested Action: Advance to second reading

20.3 An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," by repealing Division 3, "PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT," in its entirety, to lower the financial burden for economic development projects.
Suggested Action: Advance to second reading

20.4 An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," DIVISION 2, "INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS," Section 35-4210, "MAINTENANCE GUARANTEES AND SECURITY," regarding bonding requirements for infrastructure and public improvements in public right of way.
Suggested Action: Advance to second reading

21. Miscellaneous Business

22. Public Comment

Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

23. Executive Session (if necessary)

24. Adjournment of City Council

AGENDA ITEM DETAIL
May 12, 2026

2025-2026 Snow Angels Program Awards (Denver Schmitt, Director of Public Works)

SUGGESTED ACTION:

ATTACHMENTS: N/A

AGENDA ITEM DETAIL
May 12, 2026

ISAWWA Water Ambassador Program Award – Gold Level Designation (Laura Williamson Director of Utilities and Representative from ISAWWA).

SUGGESTED ACTION:

ATTACHMENTS: N/A

AGENDA ITEM DETAIL
May 12, 2026

ISAWWA WaterCon Conference Staff Awards Recognition (Laura Williamson- Director of Utilities, Bobby Cantu-Water Field Service Lead Technician, Robin Markle-Utilities Lab Lead Technician, Thomas House-Water Plant Lead Operator and Justin Pratt-WPC Operations & Maintenance Specialist)

SUGGESTED ACTION:

ATTACHMENTS: 0C PRESENTATION UTL Melissa - Laura- ISAWWA WaterCon Staff Award Recognition-ATT(photos).pdf

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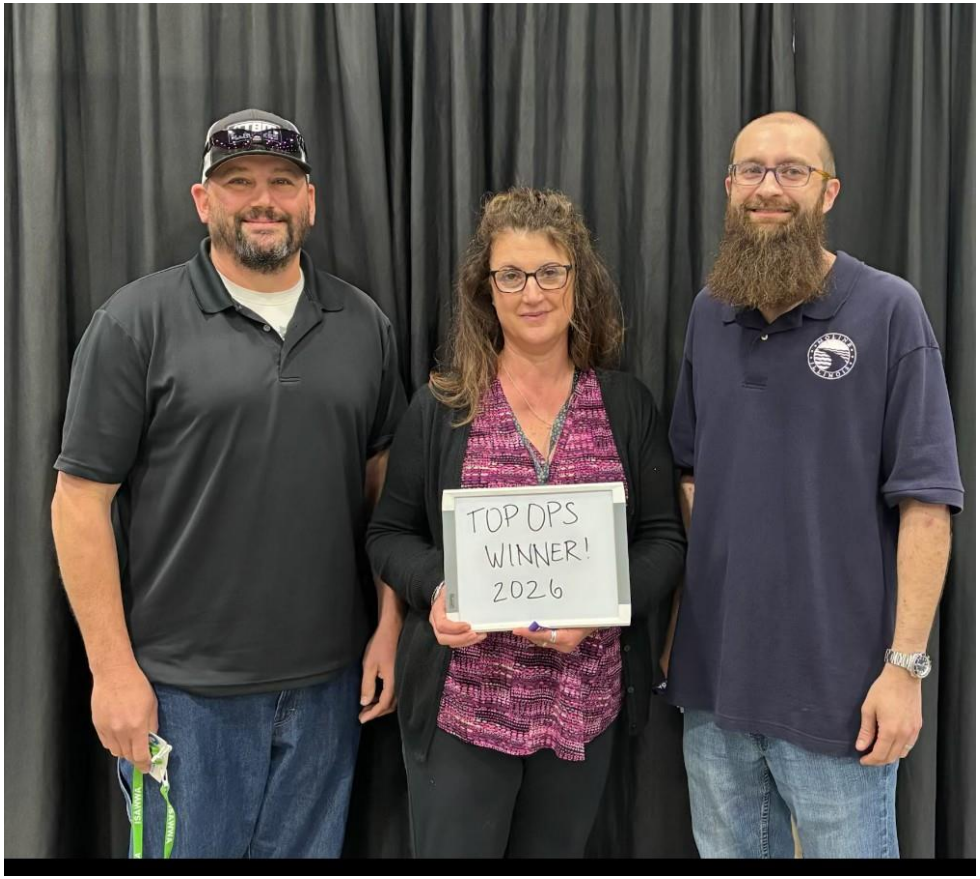
Bobby Cantu winner of Meter Challenge at WaterCon 2026.



Bobby putting a meter together correctly the fastest.

Meter Challenge is the measure of an individual's skill at assembling a meter quickly, totally, and accurately. All parts will be assembled in a proper manner and the re-assembled meter shall be tested by the judges for the ability to meter water and for water leakage from the meter. Bobby gets to compete nationally, at ACE (AWWA Annual Conference & Expo) in Washington, DC June 21st - 24th.



Top Ops Winners at WaterCon 2026 – Justin Pratt, Robin Markle and Thomas House



The Team answering questions accurately and the fastest.

Top Ops - where teams of one, two or three water operators or lab personnel from all Illinois AWWA Sections compete against each other in a fast-paced question-and-answer tournament. A moderator poses a broad range of technical questions and math problems, and the team scoring the most points are the winners and get to compete at ACE (AWWA Annual Conference & Expo) in Washington, DC June 21st - 24th for national bragging rights.

AGENDA ITEM DETAIL
May 12, 2026

A Proclamation request by Denver Schmitt, Director of Public Works, to observe the week of May 17-23, 2026, as National Public Works Week.

SUGGESTED ACTION:

ATTACHMENTS: 0D PROC PW Adela-Denver - National Public Works Week - ATT (signed proclamation).pdf

Office of the Mayor
City of Moline, Illinois

PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Moline; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Moline to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Sangeetha Rayapati, Mayor of Moline, do hereby proclaim May 17-23, 2026, as

"National Public Works Week"

in the City of Moline, Illinois, and I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Moline, Illinois, to be affixed this Twelve day of May, the year of our Lord, Two Thousand and Twenty Six.

S Rayapati

Sangeetha Rayapati, Mayor



AGENDA ITEM DETAIL
May 12, 2026

A Proclamation from the Quad Cities Housing Council to declare May 2026 as Affordable Housing Month.

SUGGESTED ACTION:

ATTACHMENTS: 0E EXE PROC Stephanie-Mayor-Affordable Housing Month Proclamation-ATT (signed proclamation).pdf

Office of the Mayor
City of Moline, Illinois

PROCLAMATION

WHEREAS, safe, decent, and affordable housing is essential to the health, stability, and well-being of individuals and families in our community and throughout the Quad Cities region; and

WHEREAS, access to affordable housing strengthens neighborhoods, supports economic growth, and improves quality of life for residents of all ages and backgrounds; and

WHEREAS, housing challenges do not stop at state lines, and as a bi-state community spanning Iowa and Illinois, the Quad Cities region recognizes that regional collaboration is essential to creating meaningful and lasting housing solutions; and

WHEREAS, Affordable Housing Month provides an opportunity to raise awareness of housing needs, strengthen partnerships among public, private, and nonprofit organizations, and recommit to ensuring that everyone in our region has access to housing that is safe, decent, and affordable; and

WHEREAS, the Moline City Council is committed to supporting initiatives that expand housing opportunities and improve the quality of life for all residents;

NOW, THEREFORE, I, Sangeetha Rayapati, Mayor of Moline, do hereby proclaim the month of May 2026 as

"Affordable Housing Month"

in the City of Moline, and encourage all residents, organizations, and community partners to join in recognizing the importance of safe, decent, and affordable housing for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Moline, Illinois, to be affixed this Twelfth day of May, the year of our Lord, Two Thousand and Twenty Six.

S. Rayapati

Sangeetha Rayapati, Mayor

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Valley Construction Co., for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, for the amount of $785,330.

SUGGESTED ACTION:

ATTACHMENTS:

ENG RES1 Hollan-Laura - Project 1538 38th Avenue Sanitary Sewer & Lift Station - EXP.pdf
ENG RES1 Hollan-Laura - Project 1538 38th Avenue Sanitary Sewer & Lift Station - CB x.pdf
ENG RES1 Hollan-Laura - Project 1538 38th Avenue Sanitary Sewer & Lift Station - ATT1(Contract).pdf
ENG RES1 Hollan-Laura - Project 1538 38th Avenue Sanitary Sewer & Lift Station - ATT2 (MAP).pdf
ENG RES1 Hollan-Laura - Project 1538 38th Avenue Sanitary Sewer & Lift Station - ATT3 (IMPACT Agreement-signed).pdf

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A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Valley Construction Co., for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, for the amount of $785,330.

Explanation: Bids were opened and publicly read on April 21, 2026, for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, with the following results:

$785,330.00	Valley Construction Co.
$790,451.00	Miller Trucking & Excavating
$809,694.00	Apollo Excavating Inc.
$847,205.10	Langman Construction, Inc.
$948,059.00	McCarthy Improvement
$1,055,407.40	Central Excavating Inc.
$1,317,610.61	Fischer Excavating, Inc.

Valley Construction Co., submitted the lowest and most responsible and responsive bid.

Project work includes the installation of sanitary sewer and a lift station in the area of 38th Avenue, 38th Street, & John Deere Road. This sanitary sewer extension will serve the parcels shown in the attached map that are not currently served by sanitary sewer.

As-bid costs are higher than anticipated, due to the design changes necessary to satisfy the requirements of the Illinois Department of Transportation (IDOT). The proposed lift station was relocated and the length of the extension was increased to satisfy IDOT requirements.

Council authorized the purchase of the lift station pumps and controls for the amount of $135,880 at the City Council Meeting held on March 24, 2026, Council Bill/Resolution No. 1045-2026.

Work will take place this summer, with a completion date of October 16, 2026.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

ACCOUNT	ORIGINAL BUDGET	EQUIPMENT COSTS (PURCHASED SEPARATELY)	AS-BID CONSTRUCTION COSTS	TO-BE AMENDED 2026 BUDGET	ACCOUNT NO.
WPC	$570,000	$135,880	$785,330	$950,000 (Includes Contingency)	320-1840-433.08-98

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Valley Construction Co., for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, for the amount of $785,330.

WHEREAS, bids were solicited and publicly read on April 21, 2026; and

WHEREAS, Valley Construction Co., submitted the lowest and most responsible and responsive bid; and

WHEREAS, project work includes the installation of sanitary sewer and a lift station in the area of 38th Avenue, 38th Street, and John Deere Road; and

WHEREAS, this sanitary sewer extension will serve the parcels in the area that are not currently served by sanitary sewer; and

WHEREAS, the purchase of the lift station pumps and controls for the amount of $135,880 to be installed through this project was authorized by City Council at the City Council Meeting held on March 24, 2026, Council Bill/Resolution No. 1045-2026; and

WHEREAS, as-bid costs are higher than anticipated, due to the design changes necessary to satisfy the requirements of the Illinois Department of Transportation (IDOT). The proposed lift station was relocated and the length of the extension was increased to satisfy IDOT requirements.

WHEREAS, the original 2026 budget is $570,000 and will be amended to $950,000 to include the costs of the pre-purchased equipment and construction through WPC Account No. 320-1840-433.08-98.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a contract with Valley Construction Co., for Project #1538, 38th Avenue Sanitary Sewer & Lift Station, for the amount of $785,330; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 9D600A66-DB6F-8B57-81F5-92516BD32D31

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **VALLEY CONSTRUCTION CO.** of **3610 78TH AVENUE WEST, ROCK ISLAND, IL 61201** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVEN HUNDRED EIGHTY-FIVE THOUSAND, THREE HUNDRED THIRTY, AND 00/100 ($785,330.00) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1538, 38TH AVENUE SANITARY SEWER & LIFT STATION** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

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contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

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

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

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It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVEN HUNDRED EIGHTY-FIVE THOUSAND, THREE HUNDRED THIRTY, AND 00/100 ($785,330.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

Valley Construction Co.

By: DocuSigned by: Greg Hass 1CA12F86B079456...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

Mayor

Attest: _____

City Clerk

Date: _____

Bond Number: K42096210

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT Valley Construction Company, as Principal, and Pacific Indemnity Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of Seven Hundred Eighty-Five Thousand Three Hundred Thirty and 00/100 Dollars, ($ 785,330.00) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 24th day of April, 2026, enter into a contract with the City of Moline, Illinois for: Project #1538, 38th Avenue Sanitary Sewer & Lift Station

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of April, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Valley Construction Company

Greg Hass, President

Pacific Indemnity Company

Elizabeth A. von Harz, Attorney-in-Fact

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jeffrey R. Baker, Juliana Bartlett, Courtney Meyer, Brandon Horbach, Greg T. LaMair, Joseph I. Schmit and Elizabeth A. von Harz of West Des Moines, Iowa; Laura J. Adams, Lori S. Burroughs, Karen S. Hartson, Daniel M. Molyneaux, Stacy L. Paisley and Stacey P. Rensberger of Davenport, Iowa --------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
4280 Sergeant Road Suite 200
Sioux City IA 51106

CONTACT NAME: Heather Murad
PHONE (A/C, No, Ext): 712-274-8234 **FAX (A/C, No):** 712-252-3421
E-MAIL ADDRESS: heather_murad@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : AGCS Marine Insurance Company	22837
INSURER C : Homesite Insurance Company	17221
INSURER D : Travelers Indemnity Co of America	25666
INSURER E :	
INSURER F :	

INSURED VALLGRO-01
Valley Group Inc. & Valley Construction Co.
3610 - 78th Ave W
Rock Island, IL 61201-7333

COVERAGES **CERTIFICATE NUMBER:** 1699438266 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	83WEOD1178	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 3,000,000 $ 300,000 $ 10,000 $ 3,000,000 $ 6,000,000 $ 6,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	83UENOD1180	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
C D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CXP043625-01 EX5W398492-25-NF	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	83WEOD1178	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater			MZI93084967	1/1/2026	1/1/2027	Limit at Stored Locat Limit in Transit Limit at Temp Loc	100,000 100,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 38th Ave Sanitary Sewer & Lift Station
City of Moline is an Additional Insured on the Commercial General Liability, Auto Liability and Excess Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance, and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Excess Liability and Workers' Compensation/Employers Liability in favor of the Additional Insured

CERTIFICATE HOLDER
City of Moline
619 16th Street
Moline, IL 61265

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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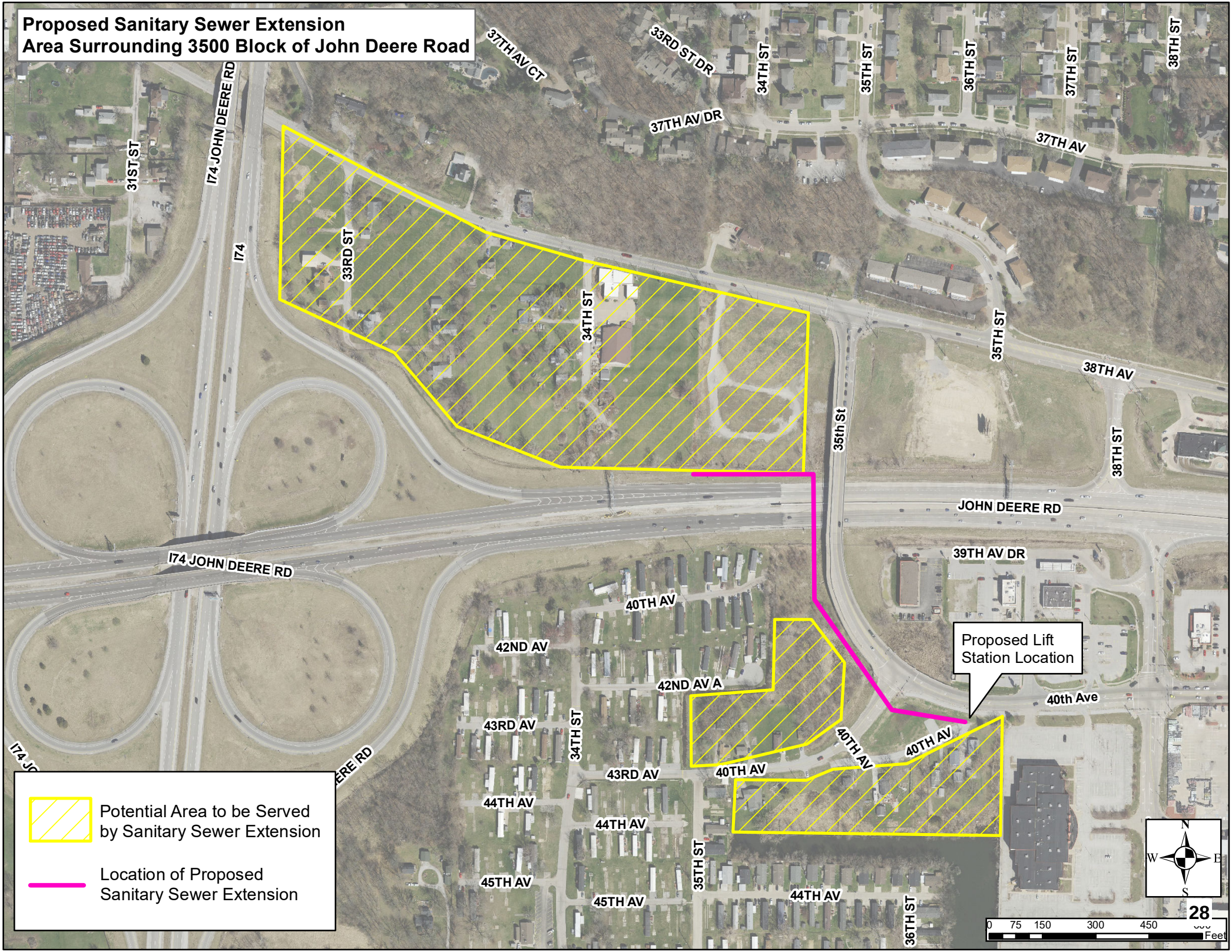
Bid Tab

City of Moline Project #1538 - 38th Avenue Sanitary Sewer & Lift Station

Bid Opening: Tuesday, April 21, 2026 at 11:00 AM

				Valley Construction Co		Miller Trucking & Excavating		Apollo Excavating Inc.		Langman Construction, Inc	
				Total Price	$785,330.00	Total Price	$790,451.00	Total Price	$809,694.00	Total Price	$847,205.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	SEEDING, CLASS 1A	1	L.SUM	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$7,500.00	$7,500.00	$2,000.00	$2,000.00
2	CLEARING AND GRUBBING	1	L.SUM	$8,000.00	$8,000.00	$9,000.00	$9,000.00	$25,000.00	$25,000.00	$98,800.00	$98,800.00
3	BORROW AND FURNISHED EXCAVATION	161	CU YD	$30.00	$4,830.00	$15.00	$2,415.00	$16.00	$2,576.00	$10.00	$1,610.00
4	SEDIMENT CONTROL, SILT FENCE	2075	FOOT	$3.00	$6,225.00	$1.00	$2,075.00	$5.00	$10,375.00	$1.00	$2,075.00
5	INLET PROTECTION	6	EACH	$150.00	$900.00	$100.00	$600.00	$200.00	$1,200.00	$50.00	$300.00
6	TRAFFIC CONTROL	1	L.SUM	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
7	CLASS B PATCHES, TYPE IV (SPECIAL)	108	SQ YD	$155.00	$16,740.00	$175.00	$18,900.00	$170.00	$18,360.00	$140.00	$15,120.00
8	PAVEMENT REMOVAL	108	SQ YD	$65.00	$7,020.00	$15.00	$1,620.00	$20.00	$2,160.00	$10.00	$1,080.00
9	STORM SEWERS, CLASS A, RCP, TYPE 1, 15"	105	FOOT	$80.00	$8,400.00	$80.00	$8,400.00	$50.00	$5,250.00	$82.00	$8,610.00
10	STORM SEWERS, CLASS A, RCP, TYPE 1, 18"	304	FOOT	$85.00	$25,840.00	$85.00	$25,840.00	$60.00	$18,240.00	$85.00	$25,840.00
11	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1, CLOSED LID, TYPE 1 FRAME	2	EACH	$4,800.00	$9,600.00	$5,700.00	$11,400.00	$6,200.00	$12,400.00	$6,710.00	$13,420.00
12	PRECAST REINFORCED CONCRETE FLARED END SECTION 15"	2	EACH	$2,000.00	$4,000.00	$1,000.00	$2,000.00	$2,300.00	$4,600.00	$2,655.00	$5,310.00
13	PRECAST REINFORCED CONCRETE FLARED END SECTION 18"	1	EACH	$2,100.00	$2,100.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$3,055.00	$3,055.00
14	STONE DUMPED RIP RAP	19	TON	$180.00	$3,420.00	$95.00	$1,805.00	$144.00	$2,736.00	$180.00	$3,420.00
15	SANITARY SEWER 8"	1282	FOOT	$130.00	$166,660.00	$168.00	$215,376.00	$108.50	$139,097.00	$155.00	$198,710.00
16	SANITARY FORCE MAIN 6"	234	FOOT	$105.00	$24,570.00	$105.00	$24,570.00	$100.00	$23,400.00	$61.15	$14,309.10
17	SANITARY MANHOLE, TYPE A, 4' DIAMETER W/A-LOK CONNECTIONS, TYPE 1 FRAME, CLOSED LID	5	EACH	$7,700.00	$38,500.00	$7,000.00	$35,000.00	$6,075.00	$30,375.00	$7,930.00	$39,650.00
18	SANITARY SEWER CONNECTION, COMPLETE	1	EACH	$4,200.00	$4,200.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00
19	SANITARY SEWER SERVICE, 6"	12	FOOT	$155.00	$1,860.00	$150.00	$1,800.00	$100.00	$1,200.00	$95.00	$1,140.00
20	DIRECTIONAL BORING	188	FOOT	$40.00	$7,520.00	$50.00	$9,400.00	$43.00	$8,084.00	$10.00	$1,880.00
21	JACK & BORE SANITARY SEWER CASING PIPE	214	FOOT	$700.00	$149,800.00	$950.00	$203,300.00	$1,199.00	$256,586.00	$350.00	$74,900.00
23	SANITARY SEWER LIFT STATION, COMPLETE	1	L.SUM	$235,000.00	$235,000.00	$127,000.00	$127,000.00	$177,000.00	$177,000.00	$287,000.00	$287,000.00
24	NEW ELECTRICAL SERVICE, COMPLETE	1	L.SUM	$17,350.00	$17,350.00	$37,000.00	$37,000.00	$36,795.00	$36,795.00	$33,540.00	$33,540.00
25	TRENCH BACKFILL (SANITARY)	169	CU YD	$55.00	$9,295.00	$50.00	$8,450.00	$40.00	$6,760.00	$44.00	$7,436.00
26	CONSTRUCTION LAYOUT	1	L.SUM	$3,500.00	$3,500.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00

				McCarthy Improvement		Central Excavating INC		Fischer Excavating Inc	
				Total Price	$948,059.00	Total Price	$1,055,407.40	Total Price	$1,317,610.61
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	SEEDING, CLASS 1A	1	L.SUM	$20,000.00	$20,000.00	$28,976.00	$28,976.00	$33,911.00	$33,911.00
2	CLEARING AND GRUBBING	1	L.SUM	$30,000.00	$30,000.00	$18,262.00	$18,262.00	$24,500.00	$24,500.00
3	BORROW AND FURNISHED EXCAVATION	161	CU YD	$30.00	$4,830.00	$43.00	$6,923.00	$0.01	$1.61
4	SEDIMENT CONTROL, SILT FENCE	2075	FOOT	$4.00	$8,300.00	$5.60	$11,620.00	$4.00	$8,300.00
5	INLET PROTECTION	6	EACH	$200.00	$1,200.00	$222.00	$1,332.00	$222.00	$1,332.00
6	TRAFFIC CONTROL	1	L.SUM	$4,000.00	$4,000.00	$11,111.00	$11,111.00	$4,500.00	$4,500.00
7	CLASS B PATCHES, TYPE IV (SPECIAL)	108	SQ YD	$275.00	$29,700.00	$189.00	$20,412.00	$153.00	$16,524.00
8	PAVEMENT REMOVAL	108	SQ YD	$65.00	$7,020.00	$23.50	$2,538.00	$24.00	$2,592.00
9	STORM SEWERS, CLASS A, RCP, TYPE 1, 15"	105	FOOT	$78.00	$8,190.00	$101.00	$10,605.00	$93.00	$9,765.00
10	STORM SEWERS, CLASS A, RCP, TYPE 1, 18"	304	FOOT	$86.00	$26,144.00	$80.00	$24,320.00	$103.00	$31,312.00
11	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1, CLOSED LID, TYPE 1 FRAME	2	EACH	$4,800.00	$9,600.00	$7,329.00	$14,658.00	$4,963.00	$9,926.00
12	PRECAST REINFORCED CONCRETE FLARED END SECTION 15"	2	EACH	$1,700.00	$3,400.00	$2,203.00	$4,406.00	$1,039.00	$2,078.00
13	PRECAST REINFORCED CONCRETE FLARED END SECTION 18"	1	EACH	$1,900.00	$1,900.00	$2,558.00	$2,558.00	$1,129.00	$1,129.00
14	STONE DUMPED RIP RAP	19	TON	$235.00	$4,465.00	$246.00	$4,674.00	$70.00	$1,330.00
15	SANITARY SEWER 8"	1282	FOOT	$145.00	$185,890.00	$121.00	$155,122.00	$155.00	$198,710.00
16	SANITARY FORCE MAIN 6"	234	FOOT	$80.00	$18,720.00	$131.00	$30,654.00	$147.00	$34,398.00
17	SANITARY MANHOLE, TYPE A, 4' DIAMETER W/A-LOK CONNECTIONS, TYPE 1 FRAME, CLOSED LID	5	EACH	$5,700.00	$28,500.00	$8,092.00	$40,460.00	$7,386.00	$36,930.00
18	SANITARY SEWER CONNECTION, COMPLETE	1	EACH	$8,500.00	$8,500.00	$7,232.00	$7,232.00	$2,034.00	$2,034.00
19	SANITARY SEWER SERVICE, 6"	12	FOOT	$230.00	$2,760.00	$262.00	$3,144.00	$96.00	$1,152.00
20	DIRECTIONAL BORING	188	FOOT	$40.00	$7,520.00	$80.00	$15,040.00	$606.00	$113,928.00
21	JACK & BORE SANITARY SEWER CASING PIPE	214	FOOT	$835.00	$178,690.00	$1,355.00	$289,970.00	$1,311.00	$280,554.00
23	SANITARY SEWER LIFT STATION, COMPLETE	1	L.SUM	$315,500.00	$315,500.00	$288,916.00	$288,916.00	$449,500.00	$449,500.00
24	NEW ELECTRICAL SERVICE, COMPLETE	1	L.SUM	$11,000.00	$11,000.00	$42,693.00	$42,693.00	$32,726.00	$32,726.00
25	TRENCH BACKFILL (SANITARY)	169	CU YD	$170.00	$28,730.00	$77.60	$13,114.40	$62.00	$10,478.00
26	CONSTRUCTION LAYOUT	1	L.SUM	$3,500.00	$3,500.00	$6,667.00	$6,667.00	$10,000.00	$10,000.00


Proposed Sanitary Sewer Extension
Area Surrounding 3500 Block of John Deere Road
37TH AV CT
33RD ST DR
34TH ST
35TH ST
36TH ST
37TH ST
38TH ST
37TH AV DR
37TH AV
31ST ST
I74 JOHN DEERE RD
I74
33RD ST
34TH ST
35TH ST
38TH AV
35th St
38TH ST
JOHN DEERE RD
I74 JOHN DEERE RD
39TH AV DR
40TH AV
42ND AV
42ND AV A
43RD AV
34TH ST
40TH AV
40th Ave
Proposed Lift Station Location
43RD AV
44TH AV
44TH AV
35TH ST
45TH AV
45TH AV
44TH AV
36TH ST
Potential Area to be Served by Sanitary Sewer Extension
Location of Proposed Sanitary Sewer Extension
N
W
E
S
0 75 150 300 450
Feet
28

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL

IMPACT ™

MEMORANDUM OF UNDERSTANDING

City of Moline
38th Avenue Sanitary Sewer and Lift Station
Moline, Illinois

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

MEMORANDUM OF UNDERSTANDING

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

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

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

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

ARTICLE I

RECOGNITION

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

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.

2. All Contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO or with a Construction and Building Trades Council within the United States. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.

3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

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ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

SCOPE OF WORK

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

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

OWNER: **City of Moline**
PROJECT: **38th Avenue Sanitary Sewer and Lift Station**
LOCATION: **Moline, IL 61265**
BID DATE: **4-21-2026**

ARTICLE IV

PRE-CONSTRUCTION MEETING

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

MANDATORY pre-construction meeting outline:

A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Management Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.

B. Representatives of the general contractor or construction manager and Tri-City Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE V

UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects operated within the plant locations, subject to contractor and owner regulations.

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ARTICLE VI

WAGES & BENEFITS

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

ARTICLE VII

HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Year's Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. When the mentioned holidays fall on Saturday or Sunday the holiday will be observed on Friday or Monday.

ARTICLE VIII

SUPERVISION

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

ARTICLE XV

WORK HOURS PER DAY

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

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

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

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

ARTICLE X

SAFETY

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

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ARTICLE XI

APPRENTICES

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

ARTICLE XII

HIRING AND TRANSFER OF EMPLOYEES

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

ARTICLE XIII

LOCKOUT OR WORK STOPPAGE

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

ARTICLE XIV

MANAGEMENT CLAUSE

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

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

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

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ARTICLE XV
ADMINISTRATIVE PROCEDURES

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

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

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

ARTICLE XVI
ENFORCEMENT

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

ARTICLE XVII
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on **5-10-2026** and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent

ARTICLE XVIII
GENERAL SAVINGS CLAUSE

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

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ILLOWA CONSTRUCTION LABOR AND MANAGEMENT COUNCIL

Signed by:
Brian Atkins
049B2E4D884542E...

Co-Chairman -- Labor

Signed by:
P.J. Foley
F5DB1C710A2943F...

Co-Chairman -- Management

DATE: 5/4/2026

OWNER

DocuSigned by:
Bob Vitas
AD09B64B085D4A5...

Name/Title

City Administrator
City of Moline
619 16th Street
Moline, IL. 61265

CONTRACTOR

DocuSigned by:
Greg Hass
49A4EF88B870458...

Name/Title

President
Valley Construction
3610 78th Avenue W
Rock Island, IL 61201

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

IMPACT
2112 53rd St., Moline, IL 61265
(309) 736-3460
FPO

IMPACT CONSTRUCTION AGREEMENT

We, the undersigned unions, herby reaffirm our commitment and support of all IMPACT Agreements.

The undersigned unions hereby decree they will be bound to the IMPACT Agreement for the term designated below unless the undersigned gives written notice to Illowa Construction Labor & Management Council a desire to amend or terminate that Agreement at five (5) calendar months prior to the expiration of such an Agreement. This Agreement shall be in effect for January 1, 2024 thru January 1, 2029.

Date 1-2-2024

Boilermakers Local #60

Boilermakers Local #83

Bricklayers Local #8

Carpenters Local #4

Electricians Local #145

Glaziers Local #581

Heat & Frost Insulators Local #81

Ironworkers Local #111

Millwrights Local #2158

Operating Engineers Local #150

Operative Plasterers & Cement Masons Local #18

Painters Local #1178

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

IMPACT
2112 53rd St., Moline, IL 61265
(309) 736-3460

IMPACT CONSTRUCTION AGREEMENT

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Date 1-2-2024

Plumbers & Pipefitters Local #25

Roofers Local #32

Sheet Metal Workers Local #91

Sprinkler Fitters Local #669

AGENDA ITEM DETAIL
May 12, 2026

A Resolution approving a block party for the Glen Oaks Neighborhood scheduled for Saturday, August 29, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lindsey Hines on behalf of the Glen Oaks Neighborhood Association for the use of public right-of-way in conjunction with said block party.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES1 Macy - Barry - Hines Block Party - EXP.pdf
EXE RES1 Macy - Barry - Hines Block Party - CB x.pdf
EXE RES1 Macy - Barry - Hines Block Party - ATT1 (Signed Licensing Agreement).pdf
EXE RES1 Macy - Barry - Hines Block Party - ATT2 (Signed Block Party Policy).pdf

---

A Resolution approving a block party for the Glen Oaks Neighborhood scheduled for Saturday, August 29, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lindsey Hines on behalf of the Glen Oaks Neighborhood Association for the use of public right-of-way in conjunction with said block party.

Explanation: The Special Event Committee has received an application from the Glen Oaks Neighborhood Association for their annual neighborhood block party. The event is scheduled for Saturday, August 29, 2026, and requires a temporary full closure of the alley between 12th and 13th Streets and 23rd and 24th Avenues from 6:00 p.m. to 10:00 p.m., including set-up and clean-up time.

The City Council approved the establishment of a Block Party Policy that effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING a block party for the Glen Oaks Neighborhood scheduled for Saturday, August 29, 2026; and

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

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lindsey Hines for the use of public right-of-way in conjunction with said block party.

WHEREAS, block parties enhance the quality of life for City residents, through social interaction and educational, cultural and entertainment opportunities; and

WHEREAS, the Special Event Committee has received an application from the Glen Oaks Neighborhood Association requesting approval to conduct a neighborhood block party; and

WHEREAS, the proposed event requires the temporary full closure of the alley located between 12th and 13th Street and 23rd and 24th Avenue from 6:00 p.m. to 10:00 p.m., including time for set-up and clean-up; and

WHEREAS, the City Council approved the establishment of a Block Party Policy that effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council; and

WHEREAS, the Special Event Committee has reviewed the request and recommends approval of the event and associated closure; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm.

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

That this Council hereby approves a block party for the Glen Oaks Neighborhood scheduled for Saturday, August 29, 2026.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Public Works Department to erect barriers and post temporary signs, if necessary, for the purpose of the temporary full closure of the alley located between 12th and 13th Street and 23rd and 24th Avenues from 6:00 p.m. to 10:00 p.m. on Saturday, August 29, 2026.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to a Licensing Agreement with Lindsey Hines on behalf of the Glen Oaks Neighborhood Association for the use of public right-of-way in conjunction with said block party; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

LICENSEE: **LINDSEY HINES ON BEHALF OF THE GLEN OAKS NEIGHBORHOOD ASSOCIATION**

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Lindsey Hines on behalf of Glen Oaks Neighborhood Association hereinafter called the LICENSEE.

PREMISES: **Use of the following public rights-of-way:**

Full closure of the alley located between 12th and 13th Street and 23rd and 24th Avenue on Saturday, August 29, 2026, from 6:00 p.m. to 10:00 p.m.

LICENSOR is responsible for submitting a plan for road closure barriers to LICENSEE approximately 30 days prior to August 29, 2026.

USE: LICENSEE shall be allowed only to: Use the public Right-of-Way for the Glen Oaks Neighborhood Block Party scheduled for Saturday, August 29, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the Glen Oaks Neighborhood Block Party scheduled for Saturday, August 29, 2026.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is August 29, 2026, from 6:00 p.m. to 10 p.m.

This agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall indemnify and hold the CITY and its Officers, Agents, and Employees harmless against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party in connection with use or misuse of the premises, and from any/all accidents on the premises.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY's option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: William Atkins
City Attorney
619 16th Street
Moline, IL 61265

IF TO LICENSEE: Lindsey Hines
2308 12th Street
Moline, IL 61265

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

LICENSEE:

LINDSEY HINES,
Glen Oaks Neighborhood Association

Signed by:
By: _____
9A36FD0D2C29455...
Lindsey Hines

Date: 5/4/2026

LICENSOR:

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

Hines Block Party

Alley between 23rd & 24th Avenue and 12th & 13th Street

Barricade

Map Created
11/24/2025

0 20 40 80 120 160
Feet



Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

City of Moline
Block Party Policy
effective January 1, 2026

I. Purpose: This policy outlines the general requirements and procedures for hosting a block party on City streets or alleys. Depending on the event's date, size, scope, frequency, and location, the City may impose additional conditions or waive certain requirements to accommodate the unique nature of the event. All block party organizers are required to consult with City staff at least 90 days prior to the event in the planning process to ensure compliance with applicable guidelines.

II. Permission required: The Moline City Council must approve the closure of any street or alley for a Block Party. Event safety is of utmost importance and the City of Moline reserves the right to not-approve, change, or cancel any block party at any time for reasons deemed necessary by the City Council and/or City Administrator, Chief of Police, and/or Fire Chief.

III. Block Parties: "Block Parties" are gatherings open to a specific, defined neighborhood or area where no admission fee is charged for attendance, no alcoholic beverages are sold; the city street or alley is not closed for more than six hours, and the use of portable toilets is not necessary.

IV. Application. A Block Party application must be completed for every block party. Such application shall be found on the City's website, Moline.il.us/BlockParty. The submittal of an application does not imply approval.

A. Timing: To allow for proper logistical planning and necessary approvals:

Typical Block Party Timeline	
90 Days Prior to Block Party Date	• Submit Application
60 Days Prior to Block Party Date	• Special Event Committee Review • Sign Block Party Policy and Licensing Agreement • Submit to City Council for Consideration
30 Days Prior to Block Party Date	• Receive Fully Executed Documents with Plan for Road Closure Barriers

B. Application Fees: There is no application fee for block parties.

V. Use of Public Property and Street/Roadway Closures.

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

A. Emergency Access/Closure: The block party licensing agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

B. Damage: The permittee shall be liable for any and all damage to the public property or public right-of-way resulting from the block party.

VI. Risk Management.

A. Hold Harmless Agreement: All applicants desiring to use public property for a block party must sign a licensing agreement to hold harmless and indemnify the City and its Officers, Agents, and Employees against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party should cover injury or damage caused by or in any way related to the activity or activities for which the licensing agreement was issued.

VII. Additional Requirements.

A. Alcohol: Alcohol is not allowed to be consumed on public property.

B. Bounce Houses: Inflatables/ bounce houses are not allowed to be placed on public property.

C. Fireworks: Fireworks are illegal. No fireworks are permitted.

D. Raffles: Raffles require a raffle permit application according to state statute, and are available through the City's Finance Department. The Finance Department can be contacted at (309) 524-2070.

E. Cleanup: Event permittees must clean and otherwise restore the site to its pre-event condition. This includes the removal of all debris resulting from the event.

F. Noise: The City of Moline provides for certain limits on noise within the community. These regulations are set forth in Sections 21-1100(7) and 35-5409 of the Moline Code of Ordinances available at www.moline.il.us. Amplified sound/music must comply with these regulations at all times and in all cases must cease by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. on Friday and Saturday or otherwise required by City Council.

By signing below, I acknowledge that I have read and understand the City of Moline Block Party Policy and agree to abide by its terms and conditions.

Signed by:
9A36FED0D2C29455...
Signature

Lindsey Hines
Name

5/4/2026
Date

Glen Oaks
Organization

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing a grant to Renew Moline for the amount of $300 from the Special Events Fund to support seasonal summer decorations and provide a welcoming, visually appealing backdrop for the Chillin' in the Courtyard Concert Series in the Historic Block Courtyard.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES1 Macy - Renew Moline Chillin' in the Courtyard - EXP.pdf
EXE RES1 Macy - Renew Moline Chillin' in the Courtyard - CB x.pdf
EXE RES1 Macy - Renew Moline Chillin' in the Courtyard - ATT1 (Funding Request Letter).pdf
EXE RES1 Macy - Renew Moline Chillin' in the Courtyard - ATT2 (Event Budget).pdf

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A Resolution authorizing a grant to Renew Moline for the amount of $300 from the Special Events Fund to support seasonal summer decorations and provide a welcoming, visually appealing backdrop for the Chillin' in the Courtyard Concert Series in the Historic Block Courtyard.

Explanation: Renew Moline has submitted a funding request in the amount of $300 to purchase bunting and similar decorative elements for installation along the courtyard fencing. These decorations will remain in place throughout the summer season and will enhance the setting during the Chillin' in the Courtyard Concert Series.

The 2026 Summer Historic Block Courtyard Events run May through September and feature a variety of recreation, fitness, music, and community programming in downtown Moline. The season includes two Moline Centre Bags Tournaments on Saturday, May 16 and Saturday, August 15. Line Dancing Lessons will be held monthly on select Fridays (May 22, June 19, July 17, August 21, September 18), with Amy Miller instructing in June. "Move It Monday's" will run weekly June through September featuring rotating yoga and Dance FIIT classes, plus an open session on June 29. The Chillin' in the Courtyard Concert Series includes four Saturday evenings:

- June 13: Monica Austin
- July 11: Paxton's Top Shelf Trio (opening: John Born)
- August 8: Wicked Liz & The BellySwirls (opening: Ryan Bizarri)
- September 12: Dani Lynn Howe Band (opening: Mo)

A Hat Bar hosted by The Red Barn will be held Thursday, July 9.

Overall, the series provides a consistent mix of entertainment and activities aimed at activating the courtyard and creating a welcoming summer destination.

Staff Recommendation: Approval
Fiscal Impact: $300 (Special Event Fund: 280-0111-450.06-30)

Budget Summary		
Special Event Fund Budget	$ 60,000.00	
Approved	($ 10,000.00)	QC Marathon
	($ 500.00)	Walk to End Alzheimer's
	($ 7,500.00)	QC Pickleball Club
	($ 1,000.00)	Quad Cities Distance Classic
	($ 2,000.00)	Illinois State Horseshoe Pitching Association
Pending	($ 5,000.00)	The Project of the Quad Cities
	($ 300)	Renew Moline – Chillin' in the Courtyard
Budget Remaining	**$ 33,700.00**	

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING a grant to Renew Moline for the amount of $300 from the Special Events Fund to support seasonal summer decorations and provide a welcoming, visually appealing backdrop for the Chillin' in the Courtyard Concert Series in the Historic Block Courtyard.

_____

WHEREAS, special events enhance the quality of life for City of Moline ("City") residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, Renew Moline has requested funding for the amount of $300 to support the purchase of bunting and similar decorative materials; and

WHEREAS, the proposed materials will be installed along the fencing within the Historic Block Courtyard to enhance the visual appearance of the space; and

WHEREAS, these decorative improvements are intended to remain in place throughout the summer season and serve as a welcoming and visually appealing backdrop for community programming and events, including concert series and other recreational and cultural activities; and

WHEREAS, the Historic Block Courtyard serves as a central gathering space in downtown Moline, hosting a variety of community-focused programming including live music, fitness and wellness activities, recreational tournaments, instructional classes, and special events; and

WHEREAS, the activation of the courtyard through such programming contributes to a vibrant downtown environment, encourages community engagement, and supports local quality of life initiatives;

WHEREAS, providing a grant from the Special Events Fund will support a community event that promotes tourism and economic activity within the City of Moline.

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

That this Council hereby authorizes a grant to Renew Moline for the amount of $300 from the Special Events Fund to support seasonal summer decorations and provide a welcoming, visually appealing backdrop for the Chillin' in the Courtyard Concert Series in the Historic Block Courtyard.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

April 24, 2026

Dear Members of the Moline City Council,

On behalf of our team, I am writing to respectfully request $300 in funding from the Special Events Committee to support seasonal decorations in the Historic Block Courtyard.

These funds will be used to purchase bunting and similar decorative elements to be installed along the courtyard fencing. The decorations will remain in place throughout the summer season and serve as a welcoming and visually appealing backdrop for the Chillin' in the Courtyard Concert Series.

This small investment will help enhance the overall atmosphere of the space, creating a more vibrant and inviting environment for residents and visitors attending events in downtown Moline.

We appreciate your consideration of this request and your continued support of community programming and efforts to enhance our downtown spaces.

Sincerely,

Jennifer Smith
Moline Centre Program Manager

ENCLOSURE: 2026 Historic Block Courtyard Proposed Expenses

Summer Courtyard Events
2026 Budget

Expense	Cost	Notes
June 13 Band	$ 600.00	Monica Austin
July 11 Band	$ 600.00	Paxton's Top Shelf Trio
August 8 Band	$ 600.00	Wicked Liz and the Bellyswirls
Sept 12 Band	$ 500.00	Dani Lynn Howe Band
PS3 Enterprises, Inc.	$ 477.40	The Outhouse - $119.35 portable toilet rental for entire summer w/weekly cleaning fee
Bill Lilliman	$ 1,240.00	$310 each for lights & sound
Santuary Studios	$ 320.00	somatic yoga instructor for 8 classes - $40 each
Kacie Lynn	$ 160.00	Dance FIIT instructor for 8 classes - $20 each
The Event Helper	$ 321.00	yoga insurance, 8 days
The Event Helper	$ 131.00	dance/fitness class insurance, 8 days
The Event Helper	$ 202.00	Chillin in the Courtyard insurance, 4 days
The Event Helper	$ 131.00	Line Dance Fridays insurance, 5 days
The Event Helper	$ 171.00	Bags Tournament insurance, 2 days
Meta	$ 300.00	Facebook boost
	$ 900.00	Printed Signage & Banners
	$ 500.00	bunting
Misc.	$ 400.00	other expenses
Total Expenses	**$ 7,553.40**	

AGENDA ITEM DETAIL
May 12, 2026

Update on South Slope WWTP Improvements (Laura Williamson, Director of Utilities and Troy Stinson – Strand Associates)

SUGGESTED ACTION:

ATTACHMENTS: INFO UTL Melissa - Laura - Strand Associates South Slope WWTP Update-ATT.pdf



Excellence in Engineering Since 1946

Strand Associates, Inc.® (SA)

City Council Construction Update
South Slope Water Reclamation Facility
Contract 1-2025
City of Moline, IL

May 12, 2026

STRAND ASSOCIATES®

Agenda

- Construction Progress
- Construction Schedule
- Construction Budget
- Construction Sequence Overview
- Open Discussion/Additional Questions

STRAND ASSOCIATES®

Construction Progress

05 - Site

Demolition of most of the Phase 1 Structures is complete.

10 - Influent Pumping and Preliminary Treatment Building

Excavation and shoring is being completed.

15 - Primary Influent Splitter Structure

Excavation and shoring complete and ready for base slab construction.

20 - Primary Clarification

The walls of the existing Primary Clarifiers No. 1 and 2 have been raised.

30 - Aeration Tanks

The base slab is complete and construction of the walls are in progress.

35 - Blower and Sludge Pumping Building

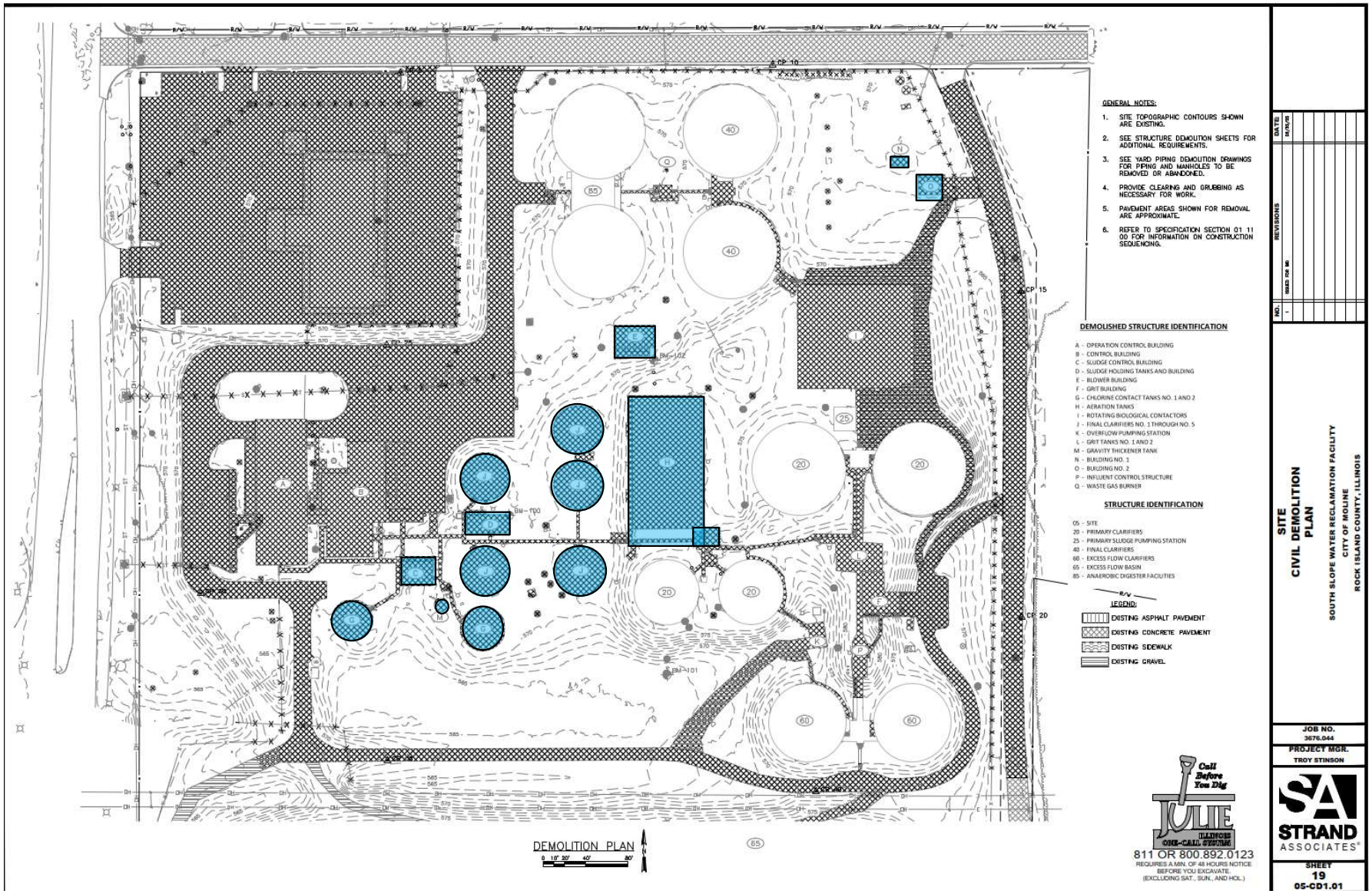
The basement and upper-level elevated slab and slab on grade have been poured.

37 - Mixed Liquor Splitter Structure

The structure concrete is complete and a portion of the influent ML piping has been installed.

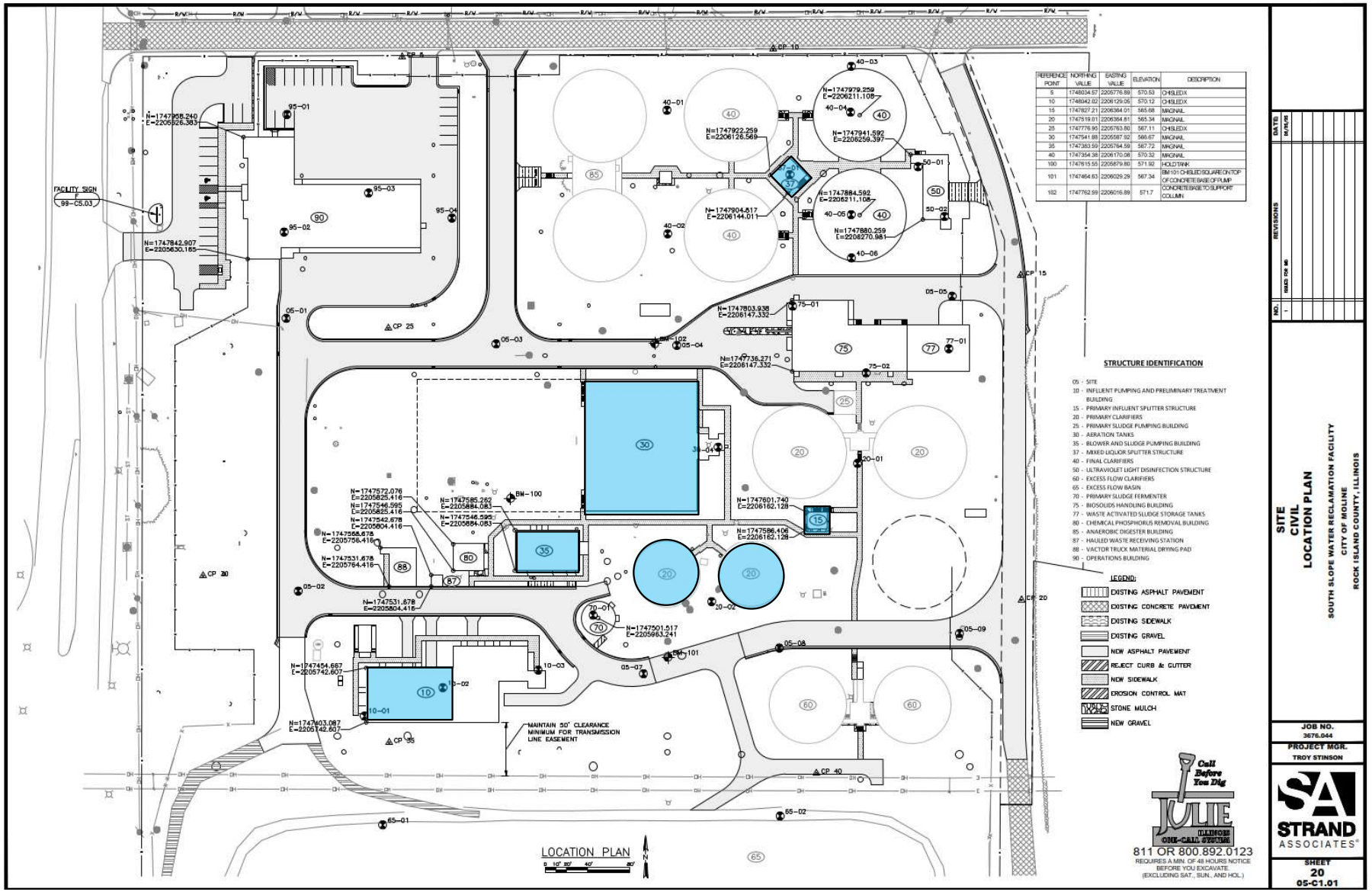
STRAND ASSOCIATES®

South Slope WWTP Phase 1 Demolition Completed



STRAND ASSOCIATES®

South Slope WRF Site Plan Construction Progress



South Slope WRF Site Plan Construction Progress





05 - Temporary Electrical Duct Bank and Influent Forcemain Relocation





10 - Influent Pumping and Preliminary Treatment Building

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South Slope WRF Site Plan Construction Progress



20 - Primary Clarifiers No. 1 & 2



30 - Aeration Tank Walls



35 - Blower and Sludge Pumping Building



37 - Mixed Liquor Splitter Structure

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Construction Schedule

- Notice to Proceed – August 7, 2025
- Construction Progress – Percent Complete Through Pay Application No. 8 (March 31, 2026):
  - Based on Schedule – 15%
  - Based on Pay Applications – 10%
- Contract Completion Dates
  - Substantial Completion – August 31, 2029
  - Final Completion – November 30, 2029

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Construction Budget

- Original Contract Amount as Bid – $113,862,000.00
- Current Contract Amount – $114,309,455.18
- Contingency Remaining – $2,963,304.82
- Change Order Status:
  - CO-1: Demolish undocumented foundation below Structure 40
  - CO-2: Relocate existing force main
  - CO-3: Excavation and temporary shoring at Structure 10
  - CO-4: Relocate existing electrical and fiber ductbank

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Construction Sequence

- Past operation was two treatment plants:
  - ~~Activated sludge plant~~
  - Rotating biological contactor (RBC) plant (in operation along with excess flow facility)

- General construction sequence:
- Phase 1
  - Demo activated sludge plant and build structures within activated sludge plant footprint
  - Construct structures that don't require the RBC plant to be removed from service
  - Put a portion of the new activated sludge plant in service and operate successfully for three weeks
- Phase 2
  - Demo RBC plant and build structures within RBC plant footprint to put full activated sludge plant in service
  - Complete remaining work – Demo Operations Building, finish work in Digester Building, site work, etc.

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Thank You!
Questions?

Troy Stinson, P.E.
Project Manager/Senior Associate
Strand Associates, Inc.
troy.stinson@strand.com

Laura Pigatti Williamson, MPA
Director of Utilities
City of Moline
lwilliamson@moline.il.us



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AGENDA ITEM DETAIL
May 12, 2026

Fiscal Year 2026, Quarter One Report (Bob Vitas, City Administrator)

SUGGESTED ACTION:

ATTACHMENTS: N/A

AGENDA ITEM DETAIL
May 12, 2026

Committee-of-the-Whole and Council meeting minutes of April 28, 2026.

SUGGESTED ACTION: Approval

ATTACHMENTS: 2026-04-28 COW-Council Minutes (Draft).pdf

MOLINE COMMITTEE-OF-THE-WHOLE/ COUNCIL MINUTES

Tuesday, April 28, 2026
6:00 PM
City Hall
Council Chambers - 2nd Floor
619 16th Street
Moline, IL 61265

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Committee-of-the-Whole Call to Order

PRESENT: Mayor Sangeetha Rayapati *(Chair)*
Alderperson Alan Silas (Ward 1)
Alderperson Alvaro Macias *(Ward 2)*
Alderperson Abdur Razzaque *(Ward 3)*
Alderperson Matt Timion *(Ward 4)*
Alderperson Jessica Finch *(Ward 5)*
Alderperson Daniel McNeil *(Ward 6)*
Alderperson Anna Castro *(Ward 7)*
Alderperson James Patrick Schmidt *(Alderperson At-Large)*

ABSENT: None.

STAFF: Bob Vitas, City Administrator
Barry Dykhuizen, Assistant City Administrator
Bill Atkins, City Attorney
Stephanie Murphy, City Clerk
Carol Barnes, Director of Finance
Laura Klauer, Director of Engineering
Eric Griffith, Director of Parks & Recreation
Chris Mathias, Director of Community & Economic Development
Chris Parr, Chief Economic Development Officer
Laura Williamson, Director of Utilities
Charles Brown, Environmental Compliance Manager
Andy Parer, Stormwater Utility Manager
Bryon Lear, Director of Library Services
Denver Schmitt, Director of Public Works
Sarah Mark, Assistant Director of Public Works
Leah Madsen, Director of Human Resources
Steve VenHuizen, Deputy Chief of Police
Kris Johnson, Deputy Fire Chief
David Rowatt, Information Technology Manager
KJ Whitley, Community Development Manager ~*electronically*
Ashley Allen Smith, Community Engagement Manager

OTHERS: Asbach, Germany Sister City visitors
Dr. Rachel Savage, Moline-Coal Valley School District Superintendent

Mayor Rayapati called the meeting to order at 6:00 p.m. in Council Chambers.

Roll Call
Roll call was taken with Mayor Rayapati, Alderpersons Silas, Macias, Razzaque, Timion, Finch, McNeil, Castro, and Schmidt present. Absent: None.

Public Comment
There was no public comment.

Board Appointments
Mayor's reappointment of Rico Navarro to the Park and Recreation Board for a 5-year term expiring May 31, 2031.

Presentation
6.1 Signing Ceremony between the City of Moline, Illinois, USA and the City of Asbach, Germany, to join together as Sister Cities. Mayor Christ of Asbach, Germany, and Mayor Rayapati exchanged gifts and remarks prior to signing the Memorandum of Understanding.

6.2 Water Art Contest Winner Announcement. Charly Brown, Environmental Compliance Manager, congratulated Josiah Clenney, a third grader at Butterworth Elementary School, for winning this year's Water Art Contest. The theme was "Your Water: To know it is to love it."

6.3 Clean River Advisory Council. Dawn Temple, Management Analyst & Grant Coordinator, reported that the role of the Clean River Advisory Council (C-RAC) is to connect partners, projects, and priorities. Members hep to move ideas to boots-on-the-ground solutions. There were over 300 trees planted across the Quad Cities in 2025 through Clean River Advisory Council volunteers. Over two cycles of grants, 25 projects have been funded with $682,000 distributed directly to community organizations. There was a clean river community survey with 465 responses. Temple introduced Mitchell Walker. In addition to the Clean River Advisory Council, Walker is also involved with Tapestry Farms, Illinois Extension, and Palomares Social Justice Center. Walker reviewed the and answers from the Clean River Community Survey. (*See Attachment No. 1*). Temple shared there is active volunteer stewardship at Sylvan Island, Peterson Park and expanding interest to Green Valley, McCandless and Velie parks.

Public Hearing
Mayor Rayapati called the public hearing to order at 6:36 p.m., for the text amendments to Chapter 35 of the Moline Code of Ordinances. Chris Mathias, Director of Community and Economic Development, presented an overview of the text amendments. The first amendment is to Division 3 of Article IV of Chapter 35. Economic Development staff are recommending a text amendment to remove the public art requirement for private development. The City currently has a requirement that private developers should provide public art along certain corridors in the downtown. Those corridors are on 19th Street from 7th Avenue to the Riverfront, River Drive from 12th Street to 34th Avenue, 5th/6th Avenue from 6th Street to 23rd Street, and 12th Street from 6th Avenue to River Drive. Staff has heard from multiple developers that this is a tax and a barrier for more development. There are also specifics in the Code that must be met before a building permit and certificate occupancy can be issued. It is recommended to remove these barriers.

The second amendment is to Division 2, Section 35-4210, which is regarding bonding requirements for infrastructure and public improvements in public right of way. Currently, the developer provides a financial guarantee of 110% of the value of the work until the improvements are installed and accepted by the City. The Code requires that the developer provide a financial guarantee of 20% during this one-year maintenance period. Staff would like to lower that down to 10% to remove that barrier for economic

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development. Council members commended the staff for adapting and leading by example. Mayor Rayapati adjourned the public hearing and reconvened the City Council meeting at 6:41 p.m.

Proclamation

8.1 A Proclamation request by Darren Gault, Chief of Police, to observe the week of May 10, 2026 as National Police Week. Deputy Chief VenHuizen, on behalf of Chief Gault and the sworn police officers of the City of Moline, thanked Council for their support.

8.2 A Proclamation from the American Water Works Association to declare May 3-9, 2026 as Drinking Water Week. Laura Williamson, Director of Utilities, thanked Council and Mayor Rayapati for this proclamation. and commended the water treatment and lab staff who make this happen.

Questions on the Agenda

There were no questions on the agenda.

Agenda Items

10.1 An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter.

Bill Atkins, City Attorney, reported that the City currently requires payment and reporting for prepared food and liquor taxes. Owners and operators of prepared food and liquor establishments that report to the State are required to provide the City with a copy of the ST-1 form submitted to the Illinois Department of Revenue for sales within the City of Moline. However, motorized food vendors typically generate less business than traditional restaurants and report to the State on a quarterly or annual basis, rather than monthly. The proposed change would align the City's reporting requirements with those of the State.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion carried unanimously.

10.2 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

Bob Vitas, City Administrator, reported that staff is recommending approval.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion carried unanimously.

10.3 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food.

Bob Vitas, City Administrator, reported that staff is looking for approval so the new bar owners can reestablish themselves as part of the Historic Block Courtyard. This fenced in area has been in place and gives them the opportunity to use the space.

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A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion carried unanimously.

10.4 A Resolution authorizing the Mayor and City Clerk to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

Bob Vitas, City Administrator, reported that staff is recommending approval of the request from these well-established companies so they can participate alongside others at the Bass Street Concert series which kicks off Thursday, May 21, 2026.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion carried unanimously.

10.5 A Resolution declaring a portion of 2800 48th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

Bob Vitas, City Administrator, reported that this and Item 10.6 were brought to the City by the Illinois Department of Transportation. They are looking for the conveyance of property that is City-owned to accommodate two very specific projects related to the new I-74 Interstate improvements which are scheduled to start late 2026. The State is paying the City $12,000 for this property to acquire a strip of land for stormwater.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Schmidt. Motion carried unanimously.

10.6 A Resolution declaring a portion of 3620 38th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

Bob Vitas, City Administrator, reported that staff is recommending approval for same reason as stated in Item 10.5.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion carried unanimously.

10.7 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300.

Denver Schmitt, Director of Public Works, reported that this project was bid at this time last year. The existing roof system at City Hall has exceeded its reliable, useful life expectancy. The drainage system

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has caused multiple interior leaks during periods of heavy rainfall. Due to the other projects within City Hall, the roof project was delayed. Economy Roofing & Insulating Co., Inc. submitted the lowest responsive and responsible bid and has agreed to honor the price that was submitted during the bid opening on May 8, 2025. Staff is recommending Economy Roofing & Insulating Co.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Timion. Motion carried unanimously.

10.8 A Resolution accepting a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; and authorizing the Assistant Director of Public Works to execute any necessary documents and do all things necessary to implement said project.

Sarah Mark, Assistant Director of Public Works, reported that the HVAC at the Public Works building has reached the end of its reliable, useful life expectancy. In anticipation of this HVAC project, staff budgeted the funding to perform all necessary component replacements and installation in the 2026 fiscal year. The system will be updating utilizing a Sourcewell Contract.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion carried unanimously.

10.9 A Resolution declaring vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property; and authorizing the disposal of said vehicles and non-motorized assets by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

Sarah Mark, Assistant Director of Public Works, reported at this point all orders budgeted for the 2026 fiscal year have been received or replaced for vehicles and equipment. It is time to declare the four General Fund vehicles, eleven General Fund non-vehicle assets, three Utilities Fund vehicles, and two Sanitation Fund vehicles as surplus and dispose of the equipment through sealed bid, auction, negotiation, or otherwise.

A motion was made by Alderperson Timion to approve. Seconded by Alderperson Finch. Motion carried unanimously.

10.10 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years.

Denver Schmitt, Director of Public Works, reported that Phelps has provided excellent customer service and timely service for these products. Staff is requesting to continue utilizing their services for a period of five (5) years with no automatic renewal. The renewal will be reevaluated at the conclusion of the term.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion carried unanimously.

10.11 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50.

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Laura Klauer, Director of Engineering, reported that this project is to reconstruct intersections of 10th Street and 11th Avenue and 12th Street and 12th Avenue. Both of these locations were included in 2026 Capital Improvement Plan. Staff bundled the two projects into one to get the best pricing.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Razzaque. Motion carried unanimously.

10.12 A Resolution accepting a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300; and authorizing the Director of Engineering to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project.

Laura Klauer, Director of Engineering, reported that this project is to upgrade the traffic signals at 48th Street and Avenue of the Cities. Tri-City Electric Co. will install traffic new traffic signal mast arms for northbound and southbound traffic, install flashing yellow left turn signals, install Accessible Push Buttons for pedestrian traffic, replace existing signal heads, and install new electrical wiring and service. There were two quotes received and Tri-City Electric was the lower of the two.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Silas. Motion carried unanimously.

10.13 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.

Laura Klauer, Director of Engineering, reported that this agreement between the City and Iowa Interstate Railroad, LLC is necessary in order to proceed with the upcoming Quiet Zone project scheduled for 2027. They will install a new four-quadrant gate system at the 15th Street intersection. The gate system is designed to stop vehicles from bypassing lowered crossing arms.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Timion. Discussion held. Motion carried unanimously.

10.14 An Ordinance amending Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.

Bill Atkins, City Attorney, reported that this request is the same type of request that was brought before Council recently. The request is for a machine selling vapes in a Class B - Tavern. It would be in a location that prohibits individuals under the age of 21. These machines have technology which require identification which demonstrates you are old enough to purchase the products in the vending machines. Staff is recommending approval.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Schmidt. Discussion held. Council is requesting staff to research alternative ways to handle these requests. Attorney Atkins stated he would be happy to work with Council to create a more robust ordinance regarding this. Bob Vitas, City Administrator, indicated that staff will conduct a more in-depth review of the matter.

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Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Macias, Finch, McNeil, and Castro; nays: Alderpersons Silas, Razzaque, Timion.

10.15 A Resolution approving the special event application for the Quad Cities Distance Classic half marathon and 5K run event scheduled for Sunday, May 10, 2026, that is sponsored by the Cornbelt Running Club; and authorizing a grant to the Cornbelt Running Club for the amount of $1,000 from the Special Events Fund for event marketing efforts; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Cornbelt Running Club, for the use of public right-of-way in conjunction with said event.

Bob Vitas, City Administrator, reported that staff is highly recommending approval of this annual event. This needs to appear on the Council meeting for approval due to the timing of the event.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion carried unanimously.

10.16 A Resolution authorizing the Mayor, City Clerk, and City staff to apply for an Illinois Environmental Protection Agency Public Water Supply Energy Efficiency Grant Program (PWS EE) - Round 2 for the addition of Variable Frequency Drives (VFDs) on pumps at the Water Treatment Plant; and authorizing the Director of Utilities to do all things necessary to submit the subsequent grant application currently available through the IEPA PWS EE Grant Program.

Laura Williamson, Director of Utilities, reported that staff is requesting approval to submit a grant for the Water Treatment Plant. Improving the efficiency of the equipment is critical to reducing long-term operating costs while maintaining reliable delivery of safe drinking water. The total project cost is $190,000. The funding request is $2171,000. The City needs to provide a 10% match or $19,000. The grant needs to be submitted by May 4 so staff is requesting consideration of this at the Council meeting.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion carried unanimously.

10.17 A Resolution declaring the property located at 200-202 20th Street, Moline, Illinois ("200 building"), and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor and City Clerk to execute and attest to a Purchase and Sale Agreement and do all things necessary to convey the above-referenced City-owned Property to 321 Partners, LLC; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

Chris Parr, Chief Economic Development Officer, reported that the City issued a request for proposals for redevelopment of the 200 building. There were two proposals received from qualified firms. After review, staff is recommending 321 Partners with a purchase price of $350,000. There will be 27 residential spaces and ground floor commercial spaces. The development will commence late 2026, early 2027. Staff is recommending approval.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Discussion held. Motion carried unanimously.

10.18 A Resolution approving a Professional Services Independent Contractor Agreement with

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Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services; and authorizing the Mayor and City Clerk to execute and attest to a Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; and authorizing City staff to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.

Chris Parr, Chief Economic Development Officer, reported that the City issued a Request for Proposal and 14 firms responded. After evaluation, staff is recommending Planeteria Media.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Alderperson Schmidt recused himself as this is item is in his field of work where his employer could be a competitor. Discussion held. Motion carried unanimously.

Adjournment of the Committee-of-the-Whole and Council Call to Order

Pledge of Allegiance

Invocation
There was no Invocation.

Roll Call
Roll call was taken with Mayor Rayapati, Alderpersons Silas, Macias, Razzaque, Timion, Finch, McNeil, Castro, and Schmidt present. Absent: None.

Consent Agenda

Approval of Minutes and Appointments
Committee-of-the-Whole and Council meeting minutes of April 7, 2026, Committee-of-the-Whole meeting minutes of April 14, 2026, and appointments made at Committee-of-the-Whole on April 28, 2026.

Second Reading Ordinances

18.1 3020-2026 An Ordinance amending Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Webb Services LLC d/b/a Casey's Tavern.

Resolutions

19.1 1064-2026 A Resolution approving Change Order No. 1 and Final with Hoerr Construction, Inc., for Project #1448, 2025 Sewer Lining Program, for the amount of $297,120.

19.2 1065-2026 A Resolution authorizing the Mayor and City Clerk to accept five (5) Deeds of Dedication for Street Right-of-Way and five (5) Temporary Construction Easements, more particularly described herein, to allow construction to proceed on Project #22-00289-00-BT, 25th Avenue Shared-Use Path Construction.

19.3 1066-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1537, Roadway Improvements on 38th Avenue, 34th to 35th Street, for the amount of $253,466.

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19.4 1067-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Phoenix Corporation of the Quad Cities, for Project #1511, 2026 Alley Resurfacing Program, for the amount of $112,645.

19.5 1068-2026 A Resolution approving the special event application for The Moline250 event scheduled for Thursday, July 2, 2026, that is sponsored by the City of Moline; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

19.6 1069-2026 A Resolution approving a special event that is sponsored by the Glen Oaks Neighborhood Association for the Morgan Park 4th of July Parade scheduled for Saturday, July 4, 2026; closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with the Glen Oaks Neighborhood Association for the use of public right-of-way in conjunction with said event.

19.7 1070-2026 A Resolution approving the special event application for the TBK Quad Cities Marathon and road races scheduled for Saturday, September 26, 2026, and Sunday, September 27, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with the Quad Cities Running Club, Inc., for the use of public right-of-way in conjunction with said event.

19.8 1071-2026 A Resolution authorizing the Mayor and City Clerk to apply for a State Highway Permit from the Illinois Department of Transportation and to execute the necessary forms for temporary closure of the ramp along I-74 eastbound to Third Avenue (River Drive) in conjunction with the Quad Cities Marathon and road race, scheduled for Sunday, September 27, 2026.

19.9 1072-2026 A Resolution approving Work Authorization #04 with MKSK for the Moline Riverfront Schematic Design Proposal – Part I, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide site investigation services including boundary and topographic surveying, bathymetric surveying, subsurface utility engineering (SUE Level B-C), preliminary geotechnical engineering, and project management coordination for the Riverfront and Gateway Districts; and authorizing the Mayor and City Clerk to execute and attest to Work Authorization #04 with MKSK for the amount of $179,237 plus reimbursable expenses for the amount of $3,000 for a total amount not to exceed $182,237 for professional services necessary to support schematic design development for the Moline Riverfront redevelopment project; and authorizing City staff to do all things necessary to implement Work Authorization #04 and advance the Moline Riverfront Schematic Design process.

19.10 1073-2026 A Resolution authorizing the Mayor, City Clerk, and City staff to nominate census tracts 219 and 223 for Opportunity Zone 2.0 designation, under the federal Opportunity Zone program; and authorizing the Mayor, City Clerk, and City staff to take all necessary actions, including procurement of professional services, to achieve Opportunity Zone designations for census tracts 219 and 223.

19.11 1074-2026 A Resolution authorizing the Mayor, City Clerk, and City staff to submit a notice of intent to the State of Illinois, stating their intent to apply for the recently created STAR Bonds program; and authorizing the Mayor, City Clerk, and City staff to take all necessary actions, including the procurement of professional services, to attain STAR Bond Project designation.

19.12 1075-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a

DRAFT

Licensing Agreement with 2 Bad Boyz LLC for use of public right-of-way to install and maintain a barrier fence and an outdoor dining deck for outdoor service of alcoholic liquor and food.

Omnibus Vote
Alderperson Finch, seconded by Alderperson Razzaque, moved to approve and adopt, by omnibus vote, these items. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

Non-Consent Agenda

Resolutions

21.1 1076-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Memorandum of Understanding between the City of Moline, Illinois, USA and the City of Asbach, Germany, to establish and affirm a Sister City relationship between the Cities promoting mutual understanding, cultural exchange and international friendship.

Approved. Alderperson Schmidt, seconded by Alderperson Timion, moved to approve Council Bill 1076-2026. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

21.2 1077-2026 A Resolution approving the special event application for the Quad Cities Distance Classic half marathon and 5K run event scheduled for Sunday, May 10, 2026, that is sponsored by the Cornbelt Running Club; and authorizing a grant to the Cornbelt Running Club for the amount of $1,000 from the Special Events Fund for event marketing efforts; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Cornbelt Running Club, for the use of public right-of-way in conjunction with said event.

Approved. Alderperson Finch, seconded by Alderperson Castro, moved to approve Council Bill 1077-2026. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

21.3 1078-2026 A Resolution authorizing the Mayor, City Clerk, and City staff to apply for an Illinois Environmental Protection Agency Public Water Supply Energy Efficiency Grant Program (PWS EE) - Round 2 for the addition of Variable Frequency Drives (VFDs) on pumps at the Water Treatment Plant; and authorizing the Director of Utilities to do all things necessary to submit the subsequent grant application currently available through the IEPA PWS EE Grant Program.

Approved. Alderperson Finch, seconded by Alderperson Silas, moved to approve Council Bill 1078-2026. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

Non-Consent Agenda

First Reading Ordinances

22.1 An Ordinance approving a Preliminary/Final Development Plan for a Planned Unit Development Site and Rezoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development for an approximately 1.25-acre tract of land commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003).

Advanced. Alderperson Timion, seconded by Alderperson Finch, moved to advance Item #22.1 to second reading. Discussion held. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

DRAFT

22.2 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.

Advanced. Alderperson Finch, seconded by Alderperson Castro, moved to advance Item #22.2 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Schmidt, Silas, Macias, Razzaque, Timion, Finch, McNeil, and Castro; nays: none.

Miscellaneous Business

Mayor Rayapati thanked the visitors from Germany and thanked them for attending the City Council meeting. She noted that the Rock Island Arsenal Defense Alliance has reached out regarding recent job losses at the Arsenal. She also highlighted two upcoming meetings scheduled at the same time on Thursday, April 30. One of the meetings concerns the Arsenal and another involving regional leaders across the Quad Cities to address unsheltered homelessness. Mayor Rayapati stated she will coordinate with staff to ensure representation from both Council and staff is at each meeting. She added that Chris Mathias, Director of Community and Economic Development, and KJ Whitley, Community Development Manager, will represent the City at the Regional Momentum Building Event hosted by the Quad Cities Community Foundation and Downtown Davenport Partnership on Wednesday, April 29 and Thursday, April 30. Mayor reiterated her preference for pursuing smaller scale solutions on this side of the river.

Alderperson Silas explained that as a new member of the Council, both he and Ward 1 residents have had a number of questions. He expressed appreciation to staff for their responsiveness and being welcoming during his first few weeks in the role.

Alderperson Macias stated that he will be attending the Regional Momentum Building Event in his capacity with Ascentra Credit Union. He also thanked the visitors from Germany for coming to Moline and for extending an invitation for the City to build a friendship and visit Germany in the future.

Alderperson Razzaque expressed he was happy that the City has finalized the Memorandum of Understanding with Asbach, Germany and he is also happy that the City is moving forward with the sale of the 200 building.

Alderperson Timion reported that he represented the City at an Arbor Day tree planting at Moline High School alongside members of the school's Green Moline Club. He also shared that he met with a pastor from River City Church, located at 2305 7th Avenue, where they discussed the church's contributions, including job creation, operation of a private school, and investment in the property. Timion noted that the pastor also pointed out conditions of nearby sidewalks, roads, and vacant lots, emphasizing that improvements by the City could encourage further investment from the church. Timion stated that addressing these issues is an obligation of the City. He added that the conversation raised broader questions about how the City can partner with organizations interested in hosting community events, such as "Touch a Truck," and suggested exploring opportunities that benefit both the faith community and the City. Mayor Rayapati responded that an upcoming Faith Summit would provide an opportunity to continue these discussions.

Alderperson Schmidt thanked the guests from Germany for visiting Moline.

Bob Vitas, City Administrator, congratulated both the Moline City Council and the Council of Asbach, Germany, noting that the relationship being formed is meaningful and fosters international friendship. He expressed optimism that this marks the beginning of a long-lasting partnership that will encourage ongoing exchange between the two communities and added that he appreciates the invitation to visit Germany.

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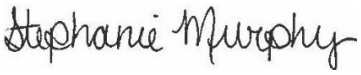
Public Comment
There was no additional public comment.

Adjournment of City Council
Upon motion of Alderperson Castro, seconded by Alderperson Finch, the Council meeting adjourned at 7:46 p.m.

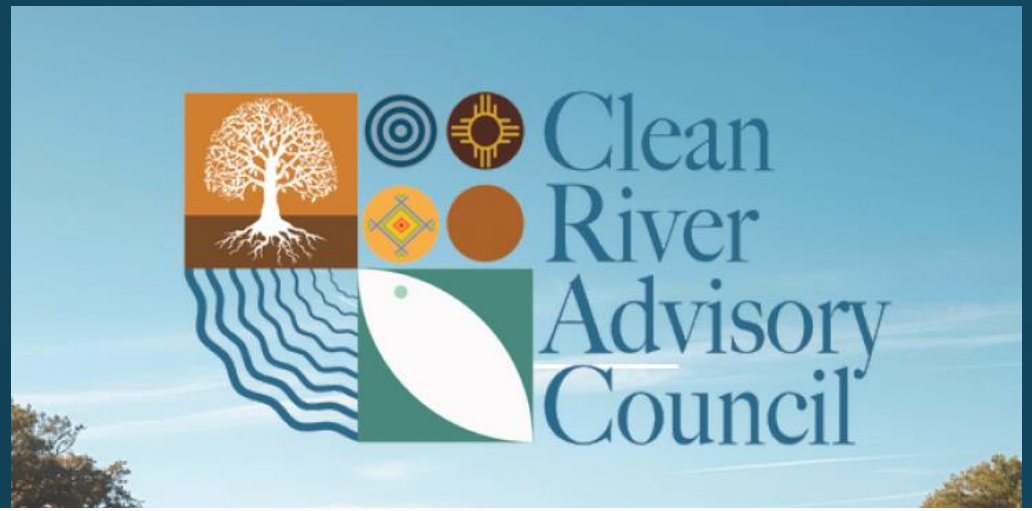
The next regularly scheduled City Council meeting is on May 12, 2026. View recorded meetings at http://www.moline.il.us/remotecouncil

Respectfully submitted,



Stephanie Murphy, City Clerk

DRAFT



LOCAL PROJECT TEAM

The project team brings together community leaders, facilitators, and technical partners who collaboratively guide the work of the Clean River Advisory Council by centering community voices and supporting meaningful, inclusive outcomes.

Bre'Anna Brooks, Walton Family Foundation
Kelly Thompson, Quad Cities Community Foundation
Kaleigh Trammell, Quad Cities Community Foundation
Angelica Villarreal, IMAN Consulting
Dr. LaDrina Wilson, IMAN Consulting

IMAN CONSULTING

WALTON FAMILY FOUNDATION

QUAD CITIES Community Foundation

COUNCIL MEMBERS

Susana Aguilar
Ragan Baker
Brian Baxter
Brittany Cooper
Justina Crawford
Olivia Dorothy
Joanna Drake
Alyssa Gordon
Tayler Louscher
Sam McCullum
Andy Parer
Avery Pearl
Edwin Salazar
Rich Stewart
Nina Struss
Dawn Temple
Mitchell Walker







2025 ACCOMPLISHMENTS

- Launched the Clean River Community Survey, receiving feedback from 465 community members across the Quad Cities
- Created a YouTube Channel featuring local heritage narratives captured from individuals disproportionately impacted communities
- Hosted an Environmental Community Resource Fair with 130 attendees
- Developed a mobile Seed Library and distributed over 85 seed packets
- Engaged 5 communities in signing of the 2025 National River Cleanup Day Proclamations.
- Tree planting and community clean-up projects at schools in Rock Island, Illinois and Davenport, Iowa

MISSION

To elevate community voices in shaping local environmental solutions that improve water quality, expand natural infrastructure, and deepen connections between residents and the Mississippi River.

VISION

Guided by the Mississippi River Equity Vision (MREV), we envision a future rooted in shared stewardship, where culture, wellness, and a clean, accessible river drive environmental resilience and regional prosperity.

Clean River Advisory Council

Learn more by visiting
CleanRiverQC.com

C-RAC Priorities

C-RAC's work focuses on:

- Improving local water quality with an emphasis on the Mississippi River
- Expanding natural infrastructure (trees, wetlands, rain gardens, floodplain protection)
- Promoting youth education, engagement, and environmental stewardship
- Strengthening neighborhood-level partnerships
- Ensuring inclusive, community-led environmental solutions

Through its QC River Connections Grants, C-RAC specifically supports projects that:

- Strengthen neighborhood collaboration
- Advance physical improvements using nature-based solutions
- Promote river education and stewardship

COMMUNITY INVOLVEMENT

In 2025, the Clean River Advisory Council and its subcommittees centered their community and public engagement efforts on deepening awareness, education, and participation across the Quad Cities region. These initiatives began at the neighborhood level, where teams worked to establish connections, gather insights from residents through the C-RAC Community Survey, and build trust within neighborhoods.

Council members expanded their involvement across the Quad Cities and participated in a wide range of community events including:

- neighborhood cleanups
- tree plantings at schools
- rural conservation project tours
- planting at community gardens
- trainings, panels & workshops

21 community events

102 volunteer hours

86 seed packets distributed through the Seed Library

300+ trees planted across the Quad Cities

QC RIVER CONNECTIONS GRANTS

Beginning in 2023, with support from the Walton Family Foundation and in partnership with the Quad Cities Community Foundation, discretionary grant-making through C-RAC has funded inclusive community projects across Illinois & Iowa. Guided by the Grants Subcommittee, this year's QC River Connections Grant program emphasized support for projects that:

61 QC River Connections grant applications received

25 funded organizations

$682,000 distributed directly to the community

- Strengthen neighborhood-level collaboration and partnerships within priority neighborhoods
- Advance physical improvements to the landscape through the use of nature-based solutions
- Promote education, engagement, and stewardship connected to the Mississippi River

2023 AWARDS

AKWAABA QC
Azubuike African American Council for the Arts
East Moline Main Street
Great Plains Action Society
NEST Cafe
Palomares Social Justice Center
Putnam Museum and Science Center
St. Ambrose University/Project Renewal
Spring Forward Learning Center
STEAM on Wheels
Tapestry Farms
Together Making a Better Community (TMBC)

2025 AWARDS

Her Voice Media
Martin Luther King Jr. Center
Moline Public Art Council
Nahant Marsh Education Center
Palomares Social Justice Center
Project Renewal Inc.
Rock Island County Extension & 4-H
Rock Island County Soil & Water Conservation District
Spring Forward Learning Center
STEAM on Wheels
Tapestry Farms
Together Making A Better Community (TMBC)



CLEAN RIVER COMMUNITY SURVEY

In 2025, CRAC developed the Clean River Community Survey, gathering community input to better understand concerns related to the Mississippi River, and to guide neighborhood-level strategies. From August through December, the survey collected 465 responses from residents across the Quad Cities area.

Here's what residents across the Quad Cities said....



QUAD CITIES COMMUNITY SURVEY: 2025 FINDINGS

2025 Clean River Advisory Council Community Survey & Annual Impact Report



Between July-December 2025, a total of

465 **responses** were collected across the Quad Cities

Designed to understand **neighborhood-level experiences, connectedness to the River,** and **perceptions of nature-based solutions.**



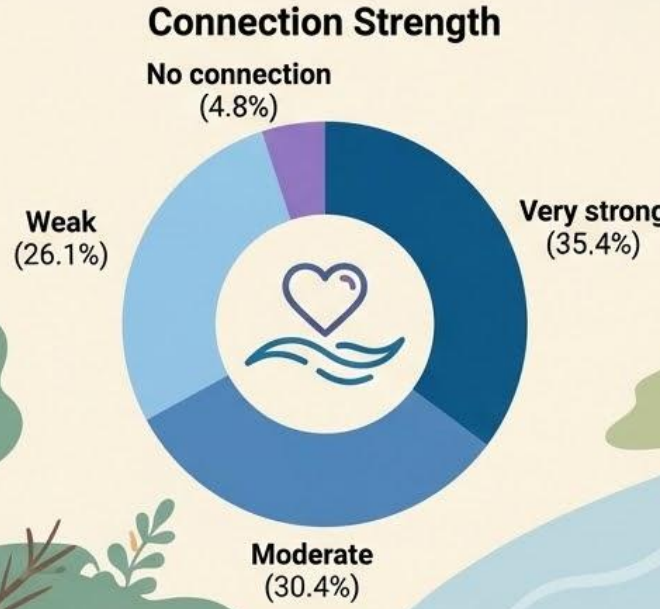
- Q1: How connected to the river people feel
- Q2: Ways that people connect to the river
- Q3: What prevents people from connecting
- Q4: Concerns about the river
- Q5: Local government addressing river issues
- Q6: Nature-based Solutions in neighborhoods
- Q7: Other important priorities in neighborhoods
- Q8: Nature-based Solutions in cities
- Q9: Other important priorities in cities
- Q10: Responses by neighborhood/city
- Q11: Staying connected

Clean River Advisory Council

Q1: How connected do you feel to the Mississippi River?

65% At least 65% of respondents feel a **strong or very strong connection** to the Mississippi River

52% Over half (52%) indicated having **personal or family memories** tied to the Mississippi River







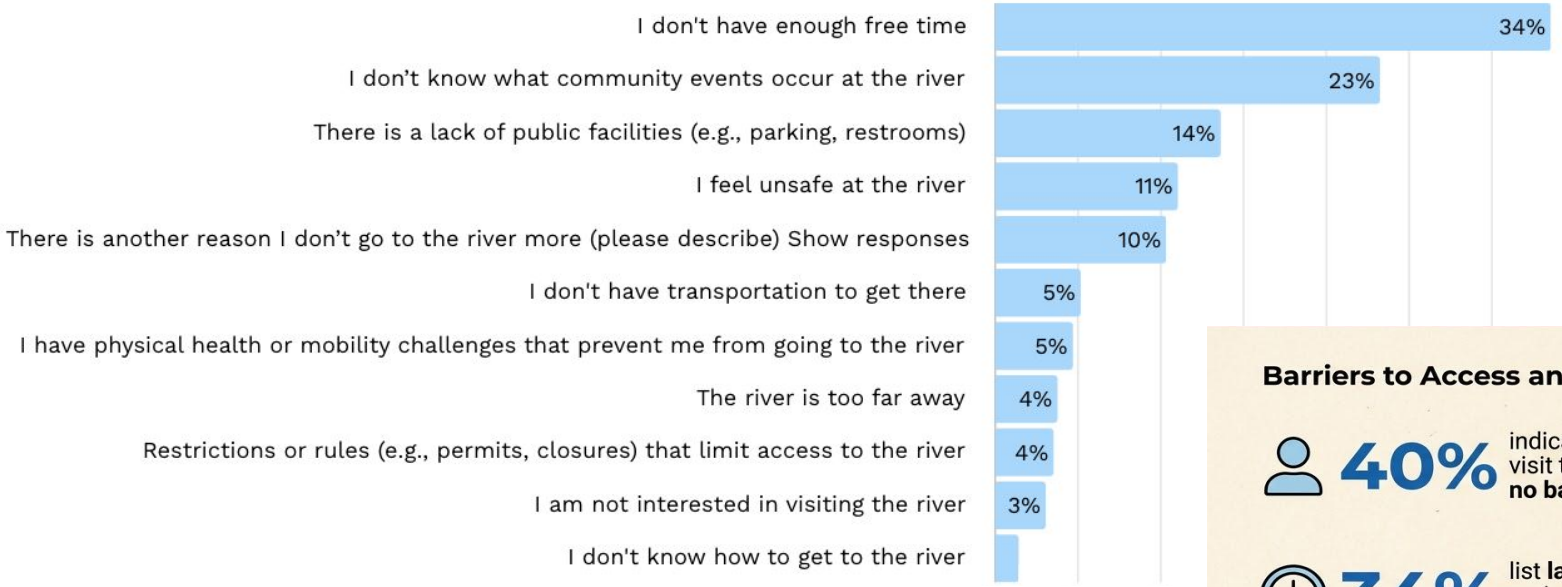
Q2: In what ways do you connect to the Mississippi River?



Other open-ended responses captured:

- The river's role as a **source of drinking water**, highlighting concerns about water quality and safety.
- Having **cultural and historical ties**, noting ***how the river*** provides ***relaxation, family memories***, and a ***sense of continuity across generations***, and states.
- **Recognizing the river's presence in daily life** (through commuting, recreation, and scenic appreciation)
- **Prioritizing the river's well-being** in future development projects will be important to "be connected"

Q3: What prevents you from fully connecting with the river?



Barriers to Access and Engagement

40% indicate that they regularly visit the river and indicate **no barriers**

34% list **lack of free time** is the main reason they don’t connect more often

23% are **unaware of community events** at or near the river, suggesting a need for better outreach and visibility.

Additional open responses highlight accessib
awareness, and safety concerns as barriers.

Q4: What concerns do you have about the river's environment or condition?

2025 Community Survey Results:

- Trash and litter (76%)
- Lack of safe water quality (53%)
- Potential flooding (48%)
- Lack of habitats for plants and animals (44%)
- Algae blooms (24%)
- Low water levels (18%)

2023 Quad City Environmental and BIPOC Community Assessment

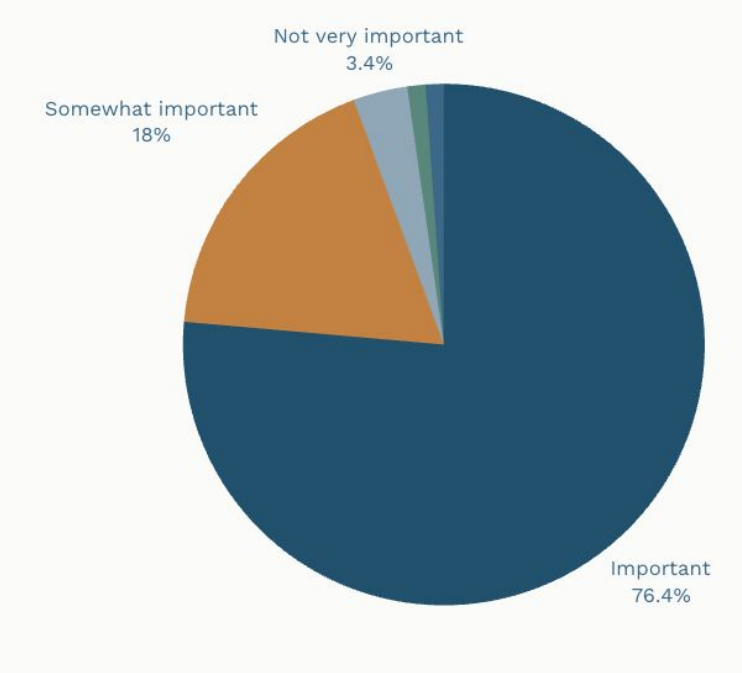
MISSISSIPPI RIVER CONCERNS

1. **Flooding**
2. **Trash**
3. **Safety (access, adjacent area, fish consumption)**
4. **Water Quality, Watersheds, Ag and Urban**
5. **Others**
   - Habitat, lack there of
   - Unknowns of future climate change impacts
   - Perceived issues vs actual issues



Residents also mention agricultural runoff and water safety as recurring issues.

Q5: How important is it to you that nearby cities and local governments work together to address problems and concerns related to the Mississippi River?



Desire for Government Collaboration and Accountability

Over 75% indicated it is **"very important"**

At least 95% indicated **"important"** or **"very important"**

Community members view inter-city and local government collaboration as important or very important for addressing river-related issues.

Q6: Which of the following do you believe is most important for your NEIGHBORHOOD?

Overall results rank the following top 5 as most important in neighborhoods (rated #1):

1 Planting trees along the Mississippi river



2 Restoring Wetlands near the city



3 Building rain gardens



4 Protecting places that flood naturally



5 Making green walking or biking trails



CLEAN RIVER
ADVISORY COUNCIL

Which of the following do community members believe is most important for specific neighborhoods?

Breakdown by C-RAC priority neighborhoods in IA & IL

	Bettendorf	Davenport, West End	Davenport, Downtown	East Moline, Water Town	Moline, Floreciente	Rock Island, West End
#1	Restoring wetlands near the city	Planting trees along the Mississippi River		Making green walking or biking trails	Building rain gardens	Planting trees along the Mississippi River
#2	Building rain gardens	Protecting places that flood naturally	Restoring wetlands near the city	Planting trees along the Mississippi River	Protecting places that flood naturally	Restoring wetlands near the city
#3	Planting trees along the Mississippi River	Restoring wetlands near the city	Protecting places that flood naturally	Restoring wetlands near the city	Planting native plants	Building rain gardens

IA

IA

IL

Q7: **Other important priorities in neighborhoods**

Additional open responses suggest an emphasis on:



Nature-based solutions
(stormwater management, native planting, restoring wetlands)



Public safety and cleanliness
(too much trash along the river, lack of safe water)



Access to green space and equitable infrastructure investment
(edible gardens, orchards)



Protecting policy that upholds water quality



What positive environmental changes do community members hope to see in each of our CITIES?

Breakdown by C-RAC priority neighborhoods

	Bettendorf	Davenport, West End	Davenport, Downtown	East Moline, Water Town	Moline, Floreciente	Rock Island, West End
#1	Protecting places that flood naturally	Planting trees along the Mississippi River  				Restoring wetlands near the city
#2	Planting trees along the Mississippi River	Building rain gardens 	Building rain gardens 	Protecting places that flood naturally 	Building rain gardens 	Planting trees along the Mississippi River
#3	Restoring wetlands near the city  			Using pavement that lets water soak in (instead of running off)	Restoring wetlands near the city 	Protecting places that flood naturally 

Q8: What positive environmental changes do you hope to see in our **CITIES**?

Top 5 ranked as most important across QC- IA/IL CITIES:

1. Planting Trees along river
2. Restoring wetlands near cities
3. Protecting places that flood naturally
4. Building rain gardens in neighborhoods
5. Making green walking or biking trails

Other desired changes include:

- Cleaner waterways and safe, accessible public spaces
- More tree cover and habitat restoration, including native plants
- Greater visibility of sustainability efforts at the municipal level

Community Priorities and Hopes for Change (City priorities)

Open-ended responses reveal a forward-looking vision for restoration, education, and access:

More **community river clean-up** activities to promote stewardship and visible progress.



Restoration of native plants and habitats to improve river health and biodiversity.



More **protected public access points to riverfront** areas for safe and equitable recreation.



Educational opportunities for youth to build lasting environmental connections and stewardship values. Interest in learning activities across generations.



Q10: Neighborhood and City of Residence (C-RAC Priorities)

Looking at 2025 C-RAC priority neighborhoods:

Highest number of responses (10% or greater) collected:



- West End, Rock Island
- Bettendorf
- Floreciente, Moline

Lowest number of responses (<10%)



- Downtown, Davenport
- West End, Davenport
- Water Town, East Moline



Continued Interest in CRAC Engagement

Many respondents (around 38%) are interested in **staying connected** through future focus groups or interviews

Strong potential for community-driven collaboration and sustained participation.

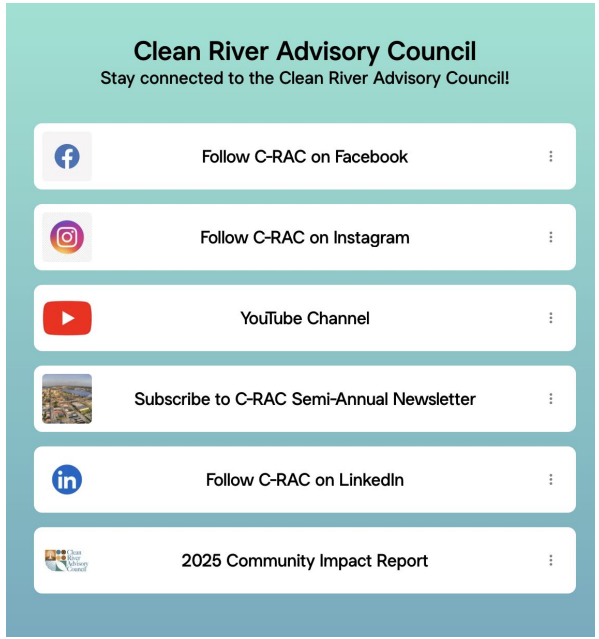
Email contact information collected as shared by participants

Next steps will involve C-RAC led Community Focus Groups in 2026

STAY CONNECTED

Visit CleanRiverQC.com or scan the QR Code to learn more and become involved!

Clean River Advisory Council



Turning Community Input into Action

What We Heard

Strong interest in:

Natural Areas, Tree Canopy & Habitat

Water Quality, Stormwater/Flooding Solutions

Opportunities for Community Involvement

What this Means

Opportunity: Scale What's Already Working

Expand nature-based solutions (stormwater, habitat, riverfront)

Advance watershed-scale projects (ravines, drainage corridors)

Grow volunteer stewardship models (building on Sylvan Island & Peterson park success)

Proposed Direction

Coordinating Efforts for Greater Impact:

Strengthen public-private partnerships

Support community stewardship & volunteer programs

Align projects under a shared framework (e.g. Keep Moline Resilient)

Already Underway

Building momentum through partnerships, programs, and community action.

Community Stewardship in Action

- Volunteer Stewardship restoration projects at Sylvan Island & Peterson Park
- Expanding interest to Green Valley, McCandless, and Velie
- Supports ongoing cleanups and neighborhood engagement

Bee City USA Initiative

- Advancing pollinator habitat and native plantings
- Community education and engagement
- Supports long-term biodiversity goals
- Building staff capacity to support sustainable land management practices

Resiliency Hub Feasibility Study

- Partnership with Prairie Rivers Network & NWF
- Pursuing external funding
- Exploring community resilience and resource access

C-RAC Coordination & Engagement

- Connecting partners across sectors
- Leading outreach and community engagement
- Enables coordination and scaling of partnership-based initiatives

Together, these efforts position Moline to scale partnership-driven, community-supported implementation.

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance approving a Preliminary/Final Development Plan for a Planned Unit Development Site and Rezoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development for an approximately 1.25-acre tract of land commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003).

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED ORD1 Savanna-Jennifer-Dolan Commons Reclassification-EXP.pdf
CED ORD1 Savanna-Jennifer-Dolan Commons Reclassification-CBxg.pdf
CED ORD1 Savanna-Jennifer-Dolan Commons Reclassification-ATT1 (Exhibits for CB).pdf
CED ORD1 Savanna-Jennifer-Dolan Commons Reclassification-ATT2 (PUD Staff Report).pdf

An Ordinance approving a Preliminary/Final Development Plan for a Planned Unit Development Site and Rezoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development for an approximately 1.25-acre tract of land commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003).

Explanation: Dolan Commons, LLC has applied for a zoning reclassification from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development. The PUD rezoning would allow the applicant to develop the property with the following land uses: "Sales and Service, In-Vehicle," "Outdoor Dining," "Charging Stations," and "Multi-Family Residential." While the Sales and Service, In-Vehicle use could be permitted in the NC district as a Special Use, the proposed 10-unit multi-family residential use is not permitted. Therefore, the applicant is requesting a PUD rezoning.

The Dolan Commons project is a proposed mixed-use redevelopment located at the northeast corner of 27th Street and Avenue of the Cities. The 1.25-acre site is part of a multi-phase development originally approved in 2016. This request represents the remaining Phase II and Phase III of that project, as updated and approved by City Council in 2025 under a revised Development Agreement.

Development will occur in two phases: a 2026 commercial building with EV charging infrastructure, and a 10-unit multi-family residential building anticipated in 2027. The project also includes a minor subdivision (Plaza on the Avenue 3rd Addition) to align lot configuration with the development, and a partial easement reduction to ensure EV charging stations are not located within the easement. The project is consistent with the Comprehensive Plan and Avenue of the Cities Corridor Plan and represents a coordinated redevelopment that supports housing, economic development, and reinvestment goals.

This project will include:

- Reinvestment: Activates a key underutilized site along a major corridor
- Mixed-Use Development: Combines commercial and residential in one coordinated plan
- Housing: Adds 10 new multi-family residential units
- Economic Development: Supports small business growth and corridor activity
- Modern Infrastructure: Includes EV charging stations

The Plan Commission unanimously recommended approval of the PUD, including staff conditions and an additional condition related to buffering. At the public hearing, nearby residents expressed concerns regarding trash impacts from the existing and proposed development, loss of privacy from the proposed two-story residential building, proximity of the building to the north property line (5-foot setback), and parking concerns on 27th Street.

In response to these concerns, the Plan Commission included a condition to provide a buffer (fence and/or landscaping) to mitigate privacy and trash impacts. A Type B bufferyard is also required along the north property line adjacent to R-2 zoned properties. Additionally, staff recommended shifting the residential building further south; however, the applicant indicated this is not feasible

due to minimum requirements for parking, drive aisles, sidewalks, and landscaping. The building remains at the required 5-foot north setback.

To address buffering concerns, the applicant has added a 6-foot privacy fence along the north property line and partially along the east property line, including areas within the existing Phase I development. Staff has reviewed the proposed fence location and is satisfied with the placement, subject to final engineering review.

Staff Recommendation:	Approval
Plan Commission Recommendation:	Approval, 8-0 vote
Fiscal Impact:	None

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

APPROVING a Preliminary/Final Development Plan for a Planned Unit Development Site and Rezoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development for an approximately 1.25-acre tract of land commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003).

WHEREAS, the City of Moline ("***City***") is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, the City of Moline Zoning and Land Development Code ("***Zoning Code***") states that a Planned Unit Development ("***PUD***") rezoning ordinance shall be considered simultaneously with either the preliminary or final plan review of the PUD, Zoning Code Sec. 35-2205(c)(4)(a) and Sec. 35-2205(d)(4)(a); and

WHEREAS, Dolan Commons, LLC, ("***Applicant***") owns the property commonly known as 2701-2715 Avenue of the Cities (PINs 17-04-415-001, 17-04-415-002 and 17-04-415-003) ("***Property***") and legally described as:

BEING ALL OF LOTS 1, 2 AND 4 IN PLAZA ON THE AVENUE 2ND ADDITION, BOOK 48 PAGE 210, CITY OF MOLINE, COUNTY OF ROCK ISLAND, ILLINOIS, BOOK 48 PAGE 210, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE ALONG THE NORTH LINE OF SAID LOT 1 N89°43'40"E, 234.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1 S00°17'13"E, 112.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 S89°43'49"W, 88.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S00°56'23"W, 75.14 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2 S89°03'37"E, 37.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°56'23"W, 63.00 FEET; THENCE N89°03'37"W, 13.95 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 2 S00°56'23"W, 42.03 FEET TO NORTH RIGHT OF WAY OF AVENUE OF THE CITIES; THENCE ALONG THE NORTH RIGHT OF WAY N84°17'18"W, 108.67 FEET; THENCE N81°06'18"W, 11.72 FEET; THENCE N67°54'55"W, 24.08 FEET; THENCE N54°09'49"W, 20.98 FEET; THENCE N29°34'43"W 20.60 FEET TO THE EAST RIGHT OF WAY OF 27TH STREET AND ALSO BEING THE WEST LINE OF

SAID LOT 2; THENCE N00°36'47"E, 240.87 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE ABOVE DESCRIBED CONTAINS 1.25 ACRES, MORE OR LESS.

WHEREAS**,** the Applicant has applied in sufficient form and content for preliminary and final development plan approval for a PUD site on the Property, including rezoning from "NC" Neighborhood Commercial to "NC PUD" Neighborhood Commercial Planned Unit Development to allow for the development of "Sales and Service, In-Vehicle", "Outdoor Dining", "Charging Stations" and "Multi-Family Residential" land uses on the Property; and

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

WHEREAS, the City Council makes final decisions on rezonings (Code Sec. 35-2203(d)), preliminary PUD development plans (Code Sec. 35-2205(c)(3)); and

WHEREAS, the Plan Commission makes final decisions on final development plans, unless required by the City Council in its discretion (Code Sec. 35-2205(d)(3)); and

WHEREAS, to facilitate the simultaneous preliminary and final approval of the Applicant's PUD development plan, the City Council desires to exercise its discretion to make a final decision on the Applicant's final development plan (Code Sec. 35-2205(d)(3)); and

WHEREAS, the City Council finds and declares that the preliminary/final development plan and rezoning from NC to NC PUD, subject to conditions, will satisfy the review criteria set forth in Zoning Code (Sec. 35-2203(c); Sec. 35-2205(c)(2); and Sec. 35-2205(d)(2)), including by:

1) meeting all applicable review criteria for an Outline Development Plan, including the rezoning criteria provided in Sec. 35-2203(c);
2) meeting all applicable site plan review criteria in Sec. 35-2105(c);
3) providing an appropriate, specific density/intensity of uses for all areas included in the preliminary plan approval; and
4) providing appropriate assurances the development will conform with all other applicable development and construction codes, ordinances, and policies; and

WHEREAS, the City Council finds and declares that approving the Applicant's preliminary/final development plan and rezoning the Property to NC PUD is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, in the exercise of its home rule powers, with the foregoing recitals incorporated herein by reference, as follows.

Section 1 - APPROVALS.

A. Preliminary/Final Development Plan for Planned Unit Development Site

Subject to the conditions set forth in Section 2 of this Ordinance and in accordance with the testimony and exhibits presented to the Plan Commission and the City Council, the preliminary/final development plan for the planned unit development site on the Property shall be and is hereby approved.

B. Rezoning from NC to NC Planned Unit Development

Subject to the conditions set forth in Section 2 of this Ordinance and in accordance with the testimony and exhibits presented to the Plan Commission and the City Council, the Property shall be and is hereby rezoned from NC Neighborhood Center to NC Planned Unit Development.

1. Establishment of Uses. In establishing the NC Planned Unit Development zone, the City Council lists the following uses authorized by right for the Property, subject to the conditions set forth in Section 2 of this Ordinance:

a. Sales and Service, In-Vehicle
b. Outdoor Dining
c. Charging Stations
d. Multi-Family Residential

Section 2 - CONDITIONS.

The approvals for the Property set forth in Section 1 of this Ordinance will be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions:

A. Compliance with Laws. The development, use, operation, and maintenance of the Property will be in strict compliance with all applicable City, county, state, and federal statutes, ordinances, rules, and regulations.

B. Compliance with Plans. The development, use, operation, and maintenance of the Property will be in substantial compliance with all of Applicant's application documents and plans and all applicable City rules, regulations, and ordinances, including:

1. "Landscape Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit A**, and by reference, made a part of this Ordinance; and

2. "Site & Utility Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit B**, and by reference, made a part of this Ordinance; and

3. "Grading and Erosion Control Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit C**, and by reference, made a part of this Ordinance; and

4. "Commercial Pavement Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit D**, and by reference, made a part of this Ordinance; and

5. "Residential Pavement Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit E**, and by reference, made a part of this Ordinance; and

6. "Construction Details," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit F**, and by reference, made a part of this Ordinance; and

7. "Fire Access Exhibit," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit G**, and by reference, made a part of this Ordinance; and

8. "Photometric Site Plan," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/27/26, attached as **Exhibit H**, and by reference, made a part of this Ordinance; and

9. "Project Narrative," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/25/26, attached as **Exhibit I**, and by reference, made a part of this Ordinance; and

10. "Retail Elevations," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/10/26, attached as **Exhibit J**, and by reference, made a part of this Ordinance; and

11. "Multi-Family Elevations," prepared by Axiom Consultants, consisting of one sheet, with a latest revision date of 3/09/26, attached as **Exhibit K**, and by reference, made a part of this Ordinance; and

C. Preliminary Engineering Plan and Incorporation of Final Engineering and Landscaping Plan.

1. Nothing in this Ordinance shall authorize the Applicant to begin any site grading or other work on the Property unless and until final engineering and final landscaping plans are prepared, submitted to, and approved by the City Engineer and Community Development Assistant Director, and are in accordance with all applicable City codes, ordinances, rules, and regulations.

2. The Applicant shall cooperate with the City Engineer and Community Development Assistant Director to produce final engineering and final landscaping plans that are satisfactory to the City Engineer and Community Development Director, in their sole and absolute discretion.

3. In addition to the foregoing, the final engineering plans, final landscaping plans, and subsequent building permit submittals shall address and resolve all outstanding staff review comments, including but not limited to mechanical equipment screening, electric vehicle charging infrastructure compliance, fire department requirements, utility coordination, and final addressing and suite identification, to the satisfaction of the City Engineer, Community Development Assistant Director, Fire Department, Storm Water and Utilities Department and all applicable reviewing agencies, prior to the issuance of any building permits.

D. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Community Development Director, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law.

Section 3 - FAILURE TO COMPLY WITH CONDITIONS. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the (1) preliminary/final development plan approval and the (2) rezoning granted in Section 1 of this Ordinance (collectively, "***Conditioned Approvals***") will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not revoke the Conditioned Approvals unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of a revocation of the Conditioned Approvals, the City Administrator and Corporation Counsel are hereby authorized and directed to bring any zoning enforcement action appropriate under the circumstances. The Applicant acknowledges that public hearings have been held with respect to the adoption of this Ordinance, and it has considered the possibility of the revocation provided for in this Section 3 and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any

denial of any procedural right, provided that the notice to the Applicant required by this Section is given.

Section 4 - BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the sole benefit of, and will be binding on, the Applicant. Nothing in this Ordinance will be deemed to allow the Conditioned Approvals to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant.

Section 5 - EFFECTIVE DATE.

A. This Ordinance will be effective only upon occurrence of all of the following events:

1. passage by the City Council by a majority vote in the manner required by law;
2. publication in pamphlet form in the manner required by law;
3. the filing by the Applicant with the City Clerk an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be in the form of **Exhibit L** attached to and, by this reference, made part of this Ordinance; and
4. the recording of this Ordinance together with any exhibits as the City Clerk deems appropriate for recording in the Office of the Rock Island County Recorder. The Applicant will bear the full cost of recording.

B. In the event the Applicant does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Subsection 5.A.3 of this Ordinance within 90 days of the date of passage of this Ordinance by the City Council, the City Council will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

LIST OF EXHIBITS

Exhibit A	Landscape Plan
Exhibit B	Site & Utility Plan
Exhibit C	Grading and Erosion Control Plan
Exhibit D	Commercial Pavement Plan
Exhibit E	Residential Pavement Plan
Exhibit F	Construction Details
Exhibit G	Fire Access Exhibit
Exhibit H	Photometric Site Plan
Exhibit I	Project Narrative
Exhibit J	Retail Elevations
Exhibit K	Multi-Family Elevations
Exhibit L	Unconditional Agreement and Consent

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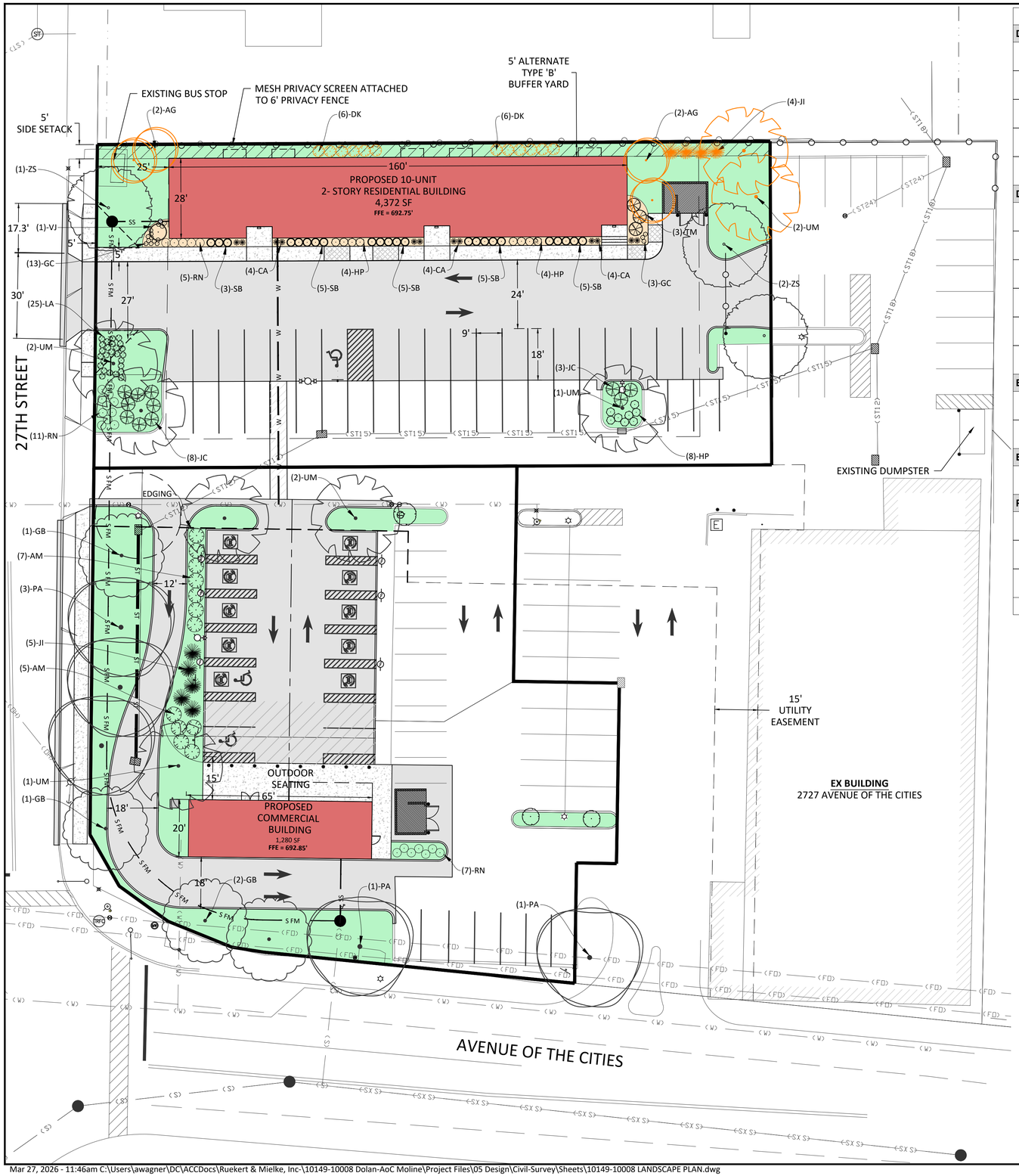
Exhibit A

Landscape Plan

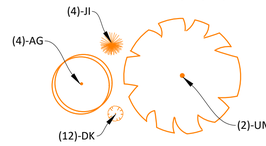
(See Attached)



ID	QTY.	BOTANICAL/COMMON NAME	SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
PA	5	Platanus x acerifolia 'Morton Circle' EXCLAMATION LONDON PLANETREE	2 IN. CALIPER	BB	SEE PLAN	
UM	8	Ulmus 'Homestead' HOMESTEAD ELM	2 IN. CALIPER	BB	SEE PLAN	
GB	4	Ginkgo biloba 'JFS-UGA2' GOLDEN COLONADE GINKGO	2 IN. CALIPER	BB	SEE PLAN	MALE SPECIES ONLY
ZS	3	Zelkova serrata 'Green Vase' JAPANESE ZELKOVA	2 IN. CALIPER	BB	SEE PLAN	
AG	4	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	2 IN. CALIPER	BB	SEE PLAN	SINGLE-STEM TREE FORM
DECIDUOUS SHRUBS						
VJ	1	Viburnum x juddii JUDD VIBURNUM	24"	CG	SEE PLAN	
RN	23	Rosa x 'Nearly Wild' NEARLY WILD ROSE	24"	CG	SEE PLAN	
SB	16	Spiraea betulifolia 'Tor' TOR BIRCHLEAF SPIREA	24"	CG	SEE PLAN	
AM	12	Aronia melanocarpa var. elata GLOSSY BLACK CHOKEBERRY	24"	CG	SEE PLAN	
DK	12	Diervilla x 'G2X885411' KODIAK RED BUSH HONEYSUCKLE	24"	CG	SEE PLAN	
HP	16	Hydrangea paniculata 'Tiny Quick Fire' TINY QUICK FIRE HYDRANGEA	24"	CG	SEE PLAN	
EVERGREEN SHRUBS						
TM	3	Taxus x media 'Tauntoni' TAUNTON SPREADING YEW	24"	CG	SEE PLAN	
JC	11	Juniperus chinensis 'Kallay's Compact' KALLAY'S COMPACT JUNIPER	24"	CG	SEE PLAN	
EVERGREEN TREES						
JI	9	Juniperus chinensis 'Iowa' IOWA JUNIPER	6'	BB	SEE PLAN	
PERENNIALS/ORNAMENTAL GRASSES						
LA	25	Lavandula angustifolia 'Munstead Strain' MUNSTEAD LAVENDER	#1	CG	SEE PLAN	
CA	12	Calamagrostis acutiflora 'Karl Foerster' KARL FOERSTER FEATHER REED GRASS	#1	CG	SEE PLAN	
GC	16	Geranium x canabrigiense 'Biokovo' BIOKOVO GERANIUM	#1	CG	SEE PLAN	
ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS						

LANDSCAPE LEGEND

- 2' ROCK MULCH
- PERMANENT SEED OR SOD
- 5' LANDSCAPE TYPE B BUFFER
- 15'x15' VISION TRIANGLE
- 6' TALL PRIVACY FENCE WITH MESH SCREENING
- TYPE B BUFFERYARD PLANTINGS



AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

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DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE	01-05-2026
DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME
LANDSCAPE PLAN

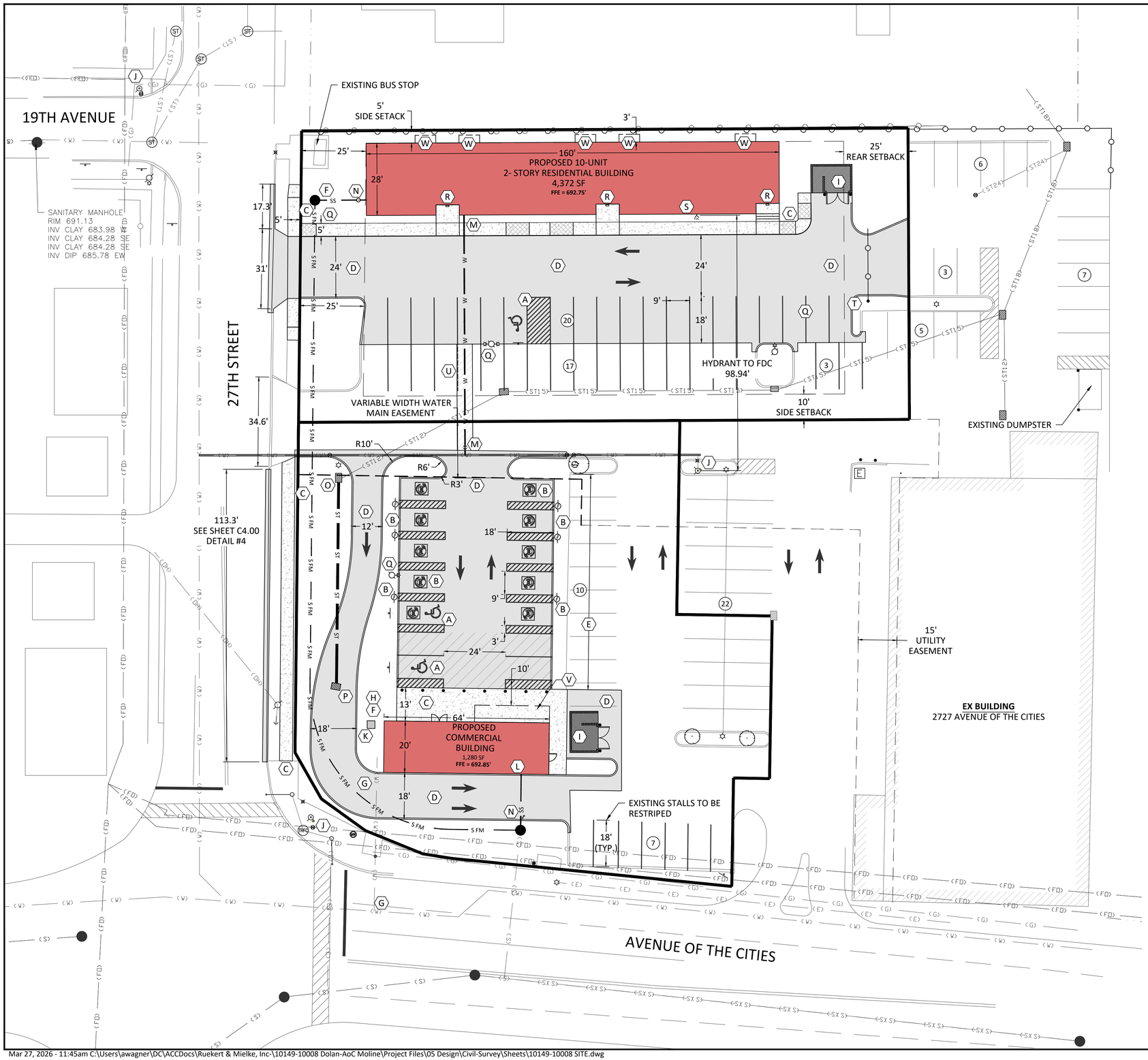
L1.00

NOT FOR CONSTRUCTION

Exhibit B

Site & Utility Plan

(See Attached)



SITE PLAN KEYNOTES

- (A) PROPOSED ADA STALL (2 TOTAL).
- (B) PROPOSED EV CHARGING STALL (10 TOTAL) WITH ASSOCIATED CHARGING UNIT (6 TOTAL).
- (C) PROPOSED SIDEWALK PCC. REFER TO DETAIL #2, SHEET C4.00.
- (D) PROPOSED ROADWAY PCC. REFER TO DETAIL #1, SHEET C4.00.
- (E) PROPOSED 84 LF OF BARRIER CURB TO BE INSTALLED AGAINST EXISTING PCC EDGE WITH DOWELS. SAW CUT NEW CURB AT EXISTING JOINTS. REFER TO DETAIL #3, SHEET C4.00.
- (F) PROPOSED GRINDER PUMP LOCATION. FINAL DESIGN TO BE SUBMITTED BY DESIGN-BUILD PLUMBING ENGINEER. PLUMBING ENGINEER TO PROVIDE FINAL FORCEMAIN DIAMETER AND MATERIAL. CONTRACTOR TO ROUTE PROPOSED PRIVATE FORCEMAIN TO THE PROPOSED PRIVATE MANHOLE. PROVIDING FITTINGS AS NECESSARY AND MAINTAIN HORIZONTAL AND VERTICAL CLEARANCES PER CITY OF MOLINE STANDARDS AND SPECIFICATIONS.
- (G) EXISTING 60' WATER SERVICE.
- (H) PROPOSED ELECTRICAL TRANSFORMER.
- (I) PROPOSED DUMPSTER ENCLOSURE WITH BOLLARDS. REFER TO ARCHITECTURAL PLANS, SHEET PUD101 DETAILS #6 AND #7.
- (J) EXISTING FIRE HYDRANT.
- (K) PROPOSED DRIVE THRU ORDER BOARD AND SPEAKER.
- (L) PROPOSED DRIVE THRU PICK UP WINDOW.
- (M) PROPOSED 93 LF 6" FIRE SERVICE LINE, SPLIT INTERNALLY FOR DOMESTIC SERVICE. CONNECT TO EXISTING MAIN WITH TAPPING SADDLE AND VALVE. BORE UNDER EXISTING PAVEMENT.
- (N) PROPOSED 6" SANITARY SERVICE, CONNECT TO PROPOSED SANITARY MANHOLE INSTALL CLEANOUT.
- (O) PROPOSED 81 LF 12" RCP STORM SEWER @ 1.00%. CONNECT TO EXISTING STORM INTAKE AT I.E. 687.96.
- (P) PROPOSED STORM GRATE AREA INTAKE. CONNECT PROPOSED STORM SEWER AT I.E. 688.87.
- (Q) PROPOSED LIGHT POLE. REFER TO SITE PHOTOMETRIC PLAN E1.00.
- (R) PROPOSED BUILDING MOUNTED LIGHT FIXTURE. REFER TO SITE PHOTOMETRIC PLAN E1.00.
- (S) PROPOSED FIRE DEPARTMENT CONNECTION, FINAL BUILDING PERMIT DOCUMENTS TO VERIFY LOCATION OF FDC AND DISTANCE FROM EXISTING FIRE HYDRANT.
- (T) PROPOSED GATE WITH ASSOCIATED KNOX BOX FOR FIRE DEPARTMENT ACCESS TO ALLOW FOR FIRE TRUCK ACCESS & MANEUVERABILITY THROUGH EXISTING AND PROPOSED PARKING LOT AREAS.
- (U) REMOVE AND REPLACE PAVEMENT AS NEEDED FOR PROPOSED PRIVATE FIRE WATERMAIN EXTENSION TO NORTH RESIDENTIAL BUILDING.
- (V) OUTDOOR SEATING AREA. PROPOSED 6.5'X29' - 189 SF
- (W) PROPOSED 2ND STORY BALCONY. PROPOSED 8' WIDE AND 3' PROJECTION INTO NORTH SETBACK (TYP.).

NOTES:

1. VARIABLE WIDTH WATER MAIN EASEMENT TO BE MINIMUM 15' WIDTH CENTERED ON WATERMAIN. 15' MINIMUM WIDTH AT WEST PROPERTY LINE, EASEMENT WIDTH INCREASES AS MOVING EAST ALONG WATERMAIN.
2. FOR MECHANICAL UNITS RELATED TO THE RESIDENTIAL 10-UNIT BUILDING ALL GROUND MOUNTED MECHANICAL EQUIPMENT IS PERMITTED TO BE PLACED WITHIN THE REAR OR SIDE SETBACK BUT PROJECTING NO MORE THAN 3 FEET INTO THE SETBACK.
3. ALL PROPOSED GROUND AND ROOF MOUNTED MECHANICAL EQUIPMENT TO BE COMPLIANT WITH CITY OF MOLINE CODE SECTION 35-5502.

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A RUEKERT & MIELKE COMPANY

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DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR

PUD SITE PLAN

DATE	01-05-2026
DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME

SITE & UTILITY PLAN

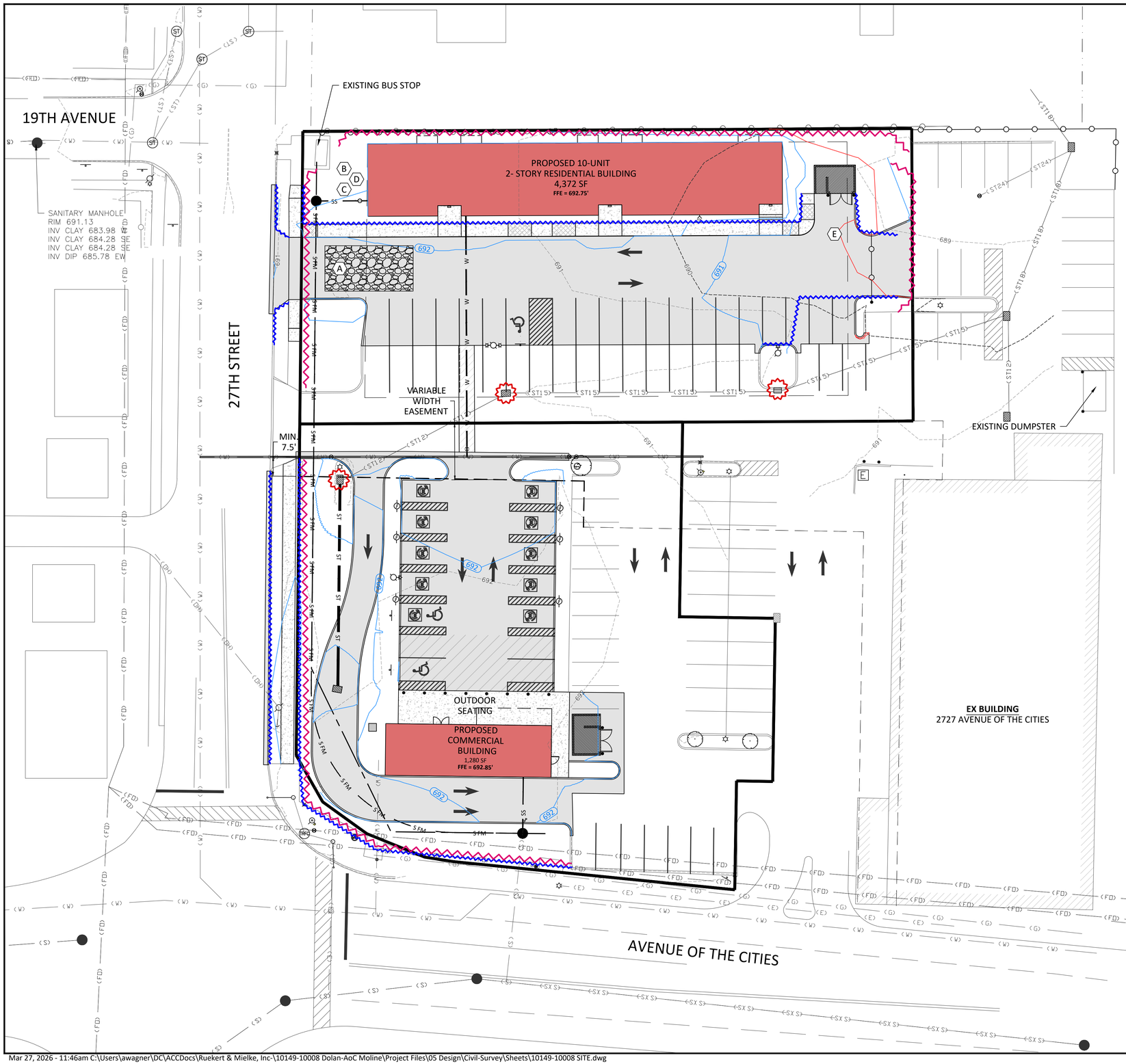
C2.00

NOT FOR CONSTRUCTION

Exhibit C

Grading and Erosion Control Plan

(See Attached)



KEYNOTES

- (A) INSTALL STABILIZED CONSTRUCTION ENTRANCE PER 1000 SF OF AREA.
- (B) PROVIDE SANITATION FACILITY (PORTABLE RESTROOM).
- (C) PROVIDE CONCRETE WASHOUT.
- (D) PROVIDE ENCLOSURE FOR STORAGE OF DOCUMENTS (PERMITS, SWPPP, INSPECTION FORMS, ETC.). (MAY BE WITHIN JOB TRAILER)
- (E) JOB TRAILER, IF APPLICABLE.

LEGEND

- SILT FENCE OR 16"-18" FILTER SOCK INSTALL PRIOR TO CONSTRUCTION
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT
- 9" FILTER SOCK-INSTALL UPON COMPLETION OF FINISH GRADING
- INLET PROTECTION GRADING LIMITS

NOTES:

1. ALL AREAS NOT SHOWN AS PAVEMENT OR PERMANENT SEEDING SHALL BE STABILIZED WITH TEMPORARY SEEDING

STORMWATER POLLUTION PREVENTION:

SITE AREA: THE SITE IS APPROXIMATELY 1.19 ACRES OF WHICH 0.80 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

DISTURBED AREA IS LESS THAN 1.00 ACRE, GENERAL PERMIT 2 (GP2) IS NOT REQUIRED.

RECEIVING WATERS: THE DEVELOPMENT SITE WILL FLOW INTO THE MISSISSIPPI RIVER.

STORMWATER POLLUTION PREVENTION:

THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES FROM THE DATE CONSTRUCTION ACTIVITIES BEGIN TO THE DATE OF FINAL STABILIZATION. THE CONTRACTOR SHALL MAINTAIN THE SWPPP PER THE REQUIREMENTS OF GENERAL PERMIT NO. 2. ALL OPERATORS/CONTRACTORS WORKING ONSITE MUST SIGN THE CERTIFICATION STATEMENT PROVIDED AND WILL BECOME CO-PERMITTEES ON THE NPDES GENERAL PERMIT NO. 2 FOR THIS SITE. ALL OPERATORS/SUBCONTRACTORS WORKING ONSITE SHALL BE SUPPLIED A COPY OF THE SWPPP BY THE CONTRACTOR AND MUST BE FAMILIAR WITH ITS CONTENTS. THE SWPPP MUST BE PERIODICALLY UPDATED TO SHOW CURRENT EROSION CONTROL PRACTICES PER THE REQUIREMENTS OF THE GENERAL PERMIT NO. 2. UPDATED VERSIONS OF THE SWPPP WILL BE PROVIDED TO ALL OF THE OPERATORS/SUBCONTRACTORS WHOM ARE AFFECTED BY THE CHANGES MADE TO THE SWPPP. IT WILL BE THE DUTY OF THE CONTRACTOR TO SEE THAT THESE REQUIREMENTS ARE MET.

NOT FOR CONSTRUCTION

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 10 20

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR

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DATE	01-05-2026

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RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME

GRADING & EROSION CONTROL PLAN

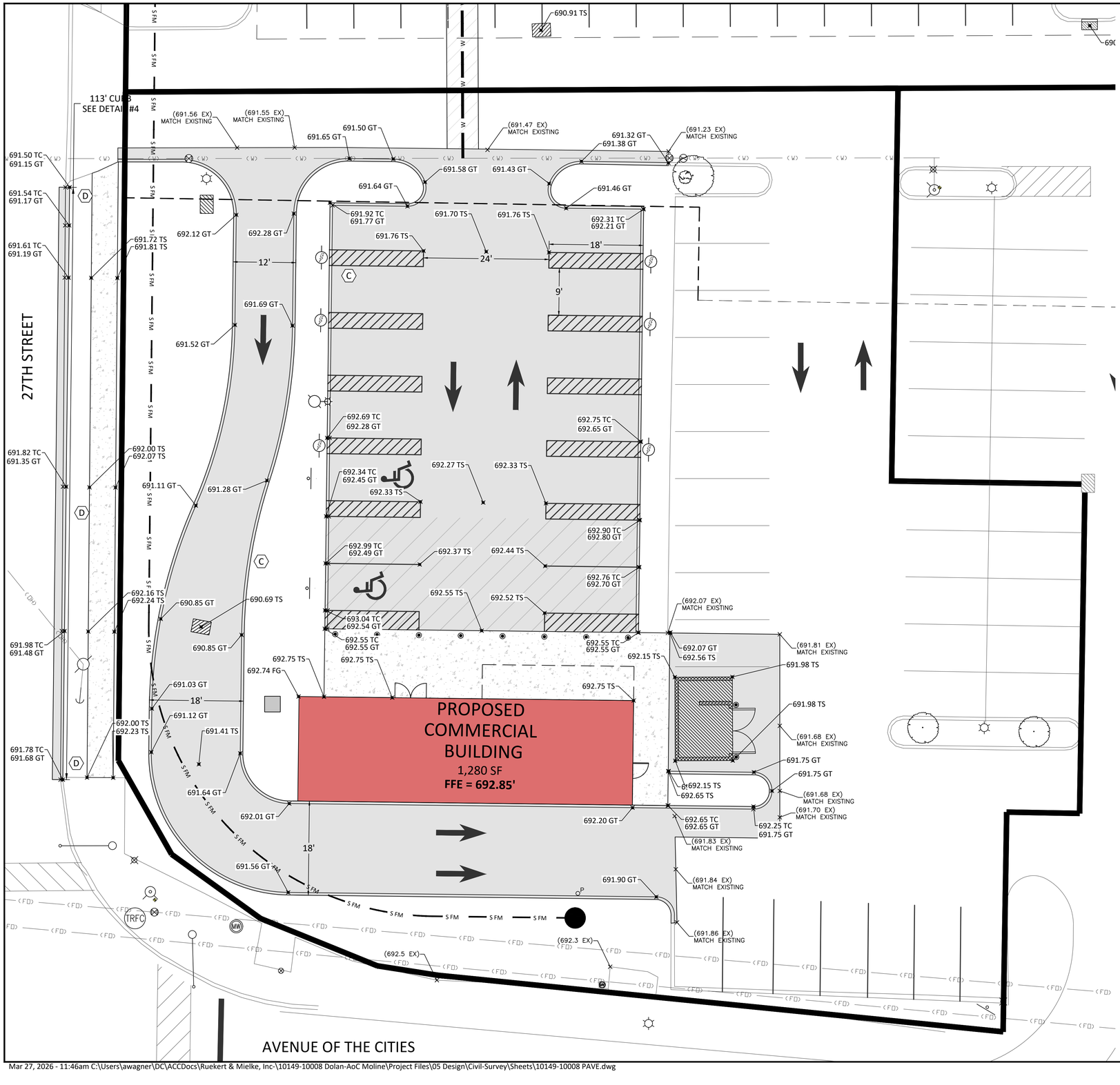
C3.00

Mar 27, 2026 - 11:46am C:\Users\awagner\DC\ACCDocs\Ruekert & Mielke, Inc-\10149-10008 Dolan-AoC Moline\Project Files\05 Design\Civil-Survey\Sheets\10149-10008 SITE.dwg

Exhibit D

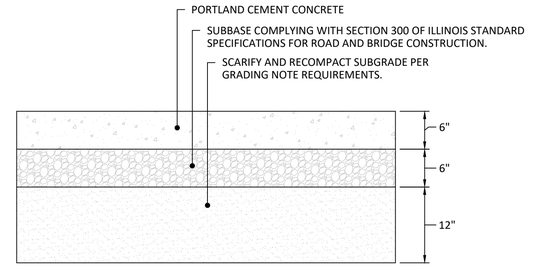
Commercial Pavement Plan

(See Attached)

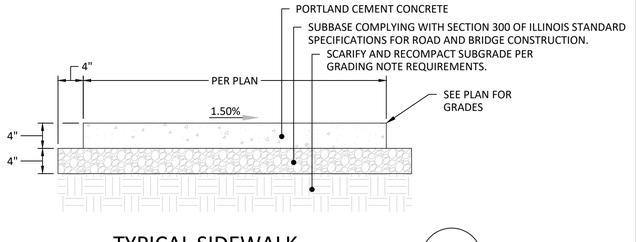


PAVEMENT PLAN KEYNOTES

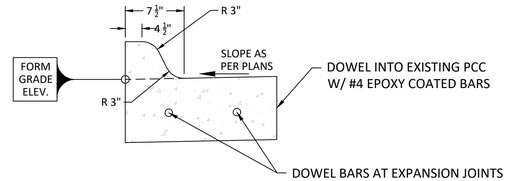
- (A) PROPOSED ROADWAY PCC. REFER TO DETAIL #1.
- (B) PROPOSED SIDEWALK PCC. REFER TO DETAIL #2.
- (C) PROPOSED CURB REPLACEMENT SECTION. REFER TO DETAIL #3.
- (D) PROPOSED CURB REPLACEMENT SECTION. REFER TO DETAIL #4.



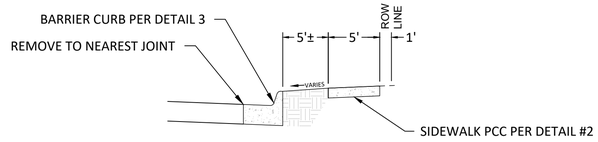
STANDARD DUTY PAVEMENT SECTION — 1
NOT TO SCALE



TYPICAL SIDEWALK — 2
NOT TO SCALE



B-6 BARRIER CURB PER IDOT 606001-08 — 3
NOT TO SCALE



27TH ST CURB REPLACEMENT SECTION — 4
NOT TO SCALE

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 5 10

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE	03-25-2026

DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME
COMMERCIAL PAVEMENT PLAN

NOT FOR CONSTRUCTION

C4.00

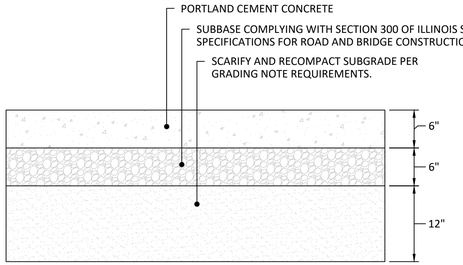
Exhibit E

Residential Pavement Plan

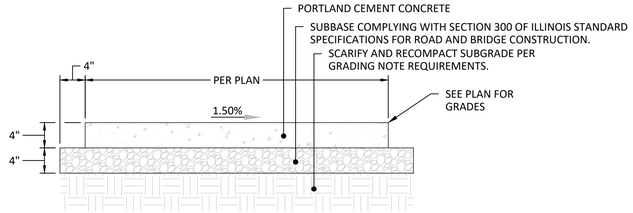
(See Attached)

PAVEMENT KEYNOTES

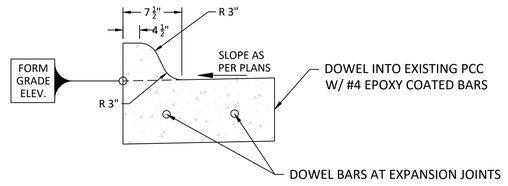
- (A) PROPOSED ROADWAY PCC. REFER TO DETAIL #1.
- (B) PROPOSED SIDEWALK PCC. REFER TO DETAIL #2.
- (C) DRIVEWAY PCC TO BE 7" THICK TO PROPERTY LINE.



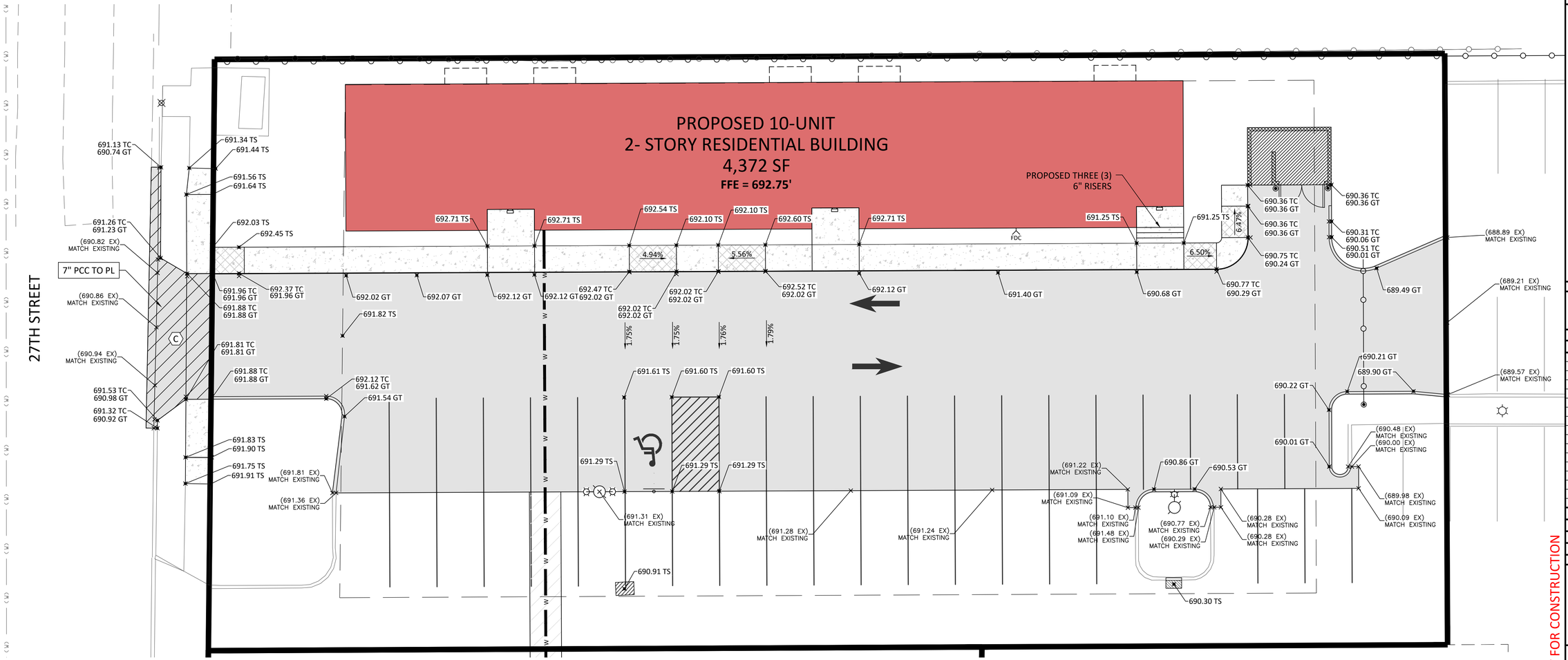
STANDARD DUTY PAVEMENT SECTION — 1
NOT TO SCALE



TYPICAL SIDEWALK — 2
NOT TO SCALE



B-6 BARRIER CURB PER IDOT 606001-08 — 3
NOT TO SCALE



NOT FOR CONSTRUCTION

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 5 10

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE	03-25-2026

DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

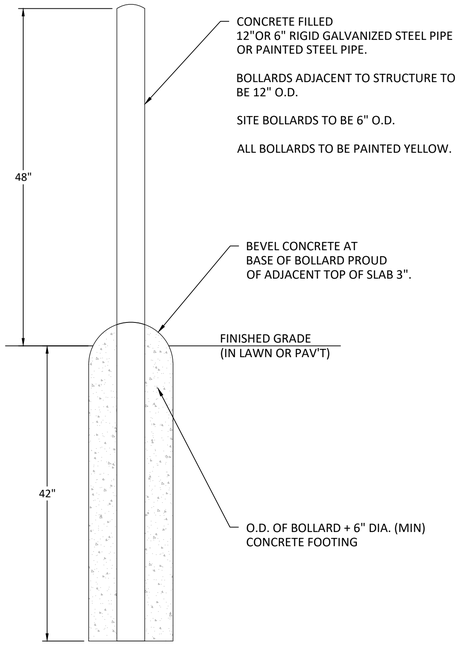
SHEET NAME
RESIDENTIAL PAVEMENT PLAN

C4.10

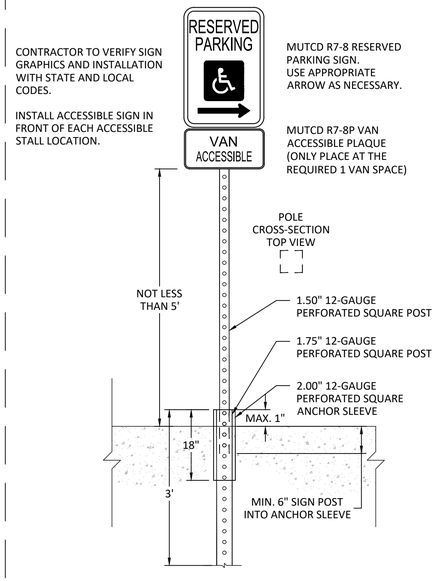
Exhibit F

Construction Details

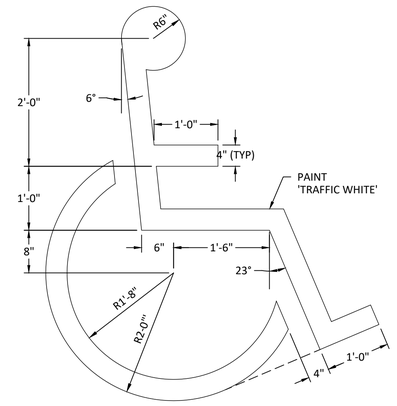
(See Attached)



BOLLARD DETAIL
NOT TO SCALE
1

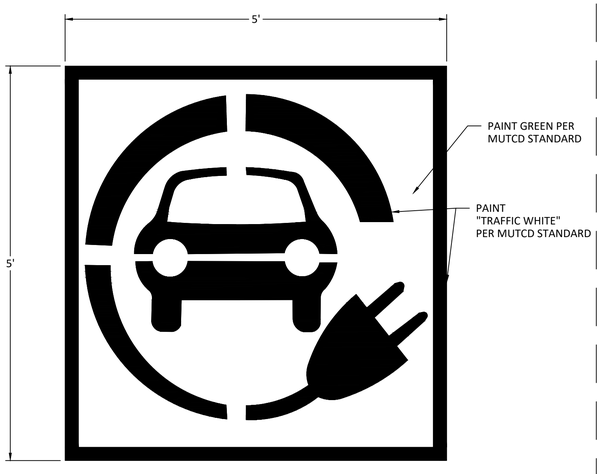


ACCESSIBLE BREAKAWAY SIGN DETAIL
NTS
2



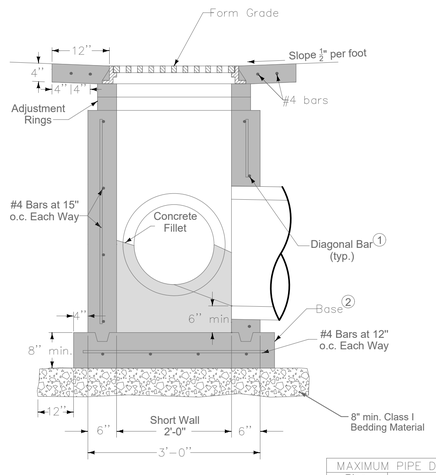
NOTE: SYMBOL TO BE CENTERED IN PARKING SPACE
AND ORIENTED AS ILLUSTRATED ON PLANS

ACCESSIBLE SYMBOL DETAIL
NTS
3



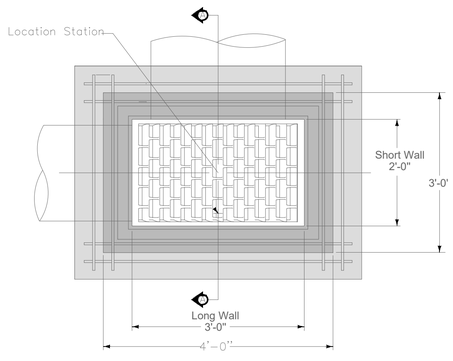
NOTE: SYMBOL TO BE CENTERED IN PARKING SPACE
AND ORIENTED AS ILLUSTRATED ON PLANS.

ELECTRIC VEHICLE CHARGING SYMBOL DETAIL
NTS
4



SECTION A–A

1. Install four #4 diagonal bars at all pipe openings.
2. Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.



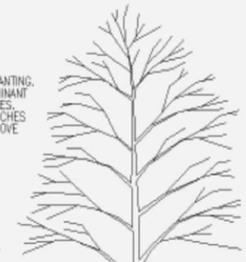
PLAN

MAXIMUM PIPE DIAMETERS		
Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	24"	30"

SINGLE AREA INTAKE DETAIL
NOT TO SCALE
5

INTERNATIONAL SOCIETY
OF ARBORICULTURE

INTERNATIONAL SOCIETY OF ARBORICULTURE
1400 WEST ANTHONY DRIVE
CHAMPAIGN, IL 61821
(217) 355-9411
(217) 355-9516 FAX



DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT SEE STAKING DETAIL.

WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. SEE WRAPPING DETAIL.

MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE.

SET TOP OF ROOT BALL FLUSH TO GRADE OR 25-50 MM (1-2 IN.) HIGHER IN SLOWLY DRAINING SOILS.

MULCH RING
1800 MM (6 FT.) DIAM. MIN.
2400 MM (8FT.) DIAM. PREFERRED

EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

200 MM (8 IN.)

100 MM (4 IN.) HIGH EARTH SAUCER BEYOND EDGE OF ROOT BALL.

50 MM (2 IN.) MULCH. DO NO PLACE MULCH IN CONTACT WITH TREE TRUNK. MAINTAIN THE MULCH WEED-FREE FOR A MINIMUM OF THREE YEARS AFTER PLANTING.

REMOVE ALL TWINE, ROPE AND WIRE, AND BURLAP FROM TOP HALF OF ROOT BALL

IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 200 MM (8 IN.) INTO PLANTING HOLE.

NOTE: FOR DIMENSIONS OF PLANTING AREAS, TYPES OF SOIL AMENDMENTS, OR SOIL REPLACEMENT, SEE "SOIL IMPROVEMENT DETAILS."

PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL.

TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

NOTES
1. PLEASE REFER TO INTRODUCTION AND USE CRITERIA PRIOR TO USING THIS DETAIL.

TREE PLANTING DETAIL - B&B TREES IN ALL SOIL TYPES
NOTE: THIS DETAIL ASSUMES THAT THE PLANTING SPACE IS LARGER THAN 2400 MM (8 FT.) SQUARE, OPEN TO THE SKY, AND NOT COVERED BY ANY PAVING OR GRATING.

TREE PLANTING DETAIL
NTS
6

NOT FOR CONSTRUCTION

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE 2-12-2026

DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	AEW
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

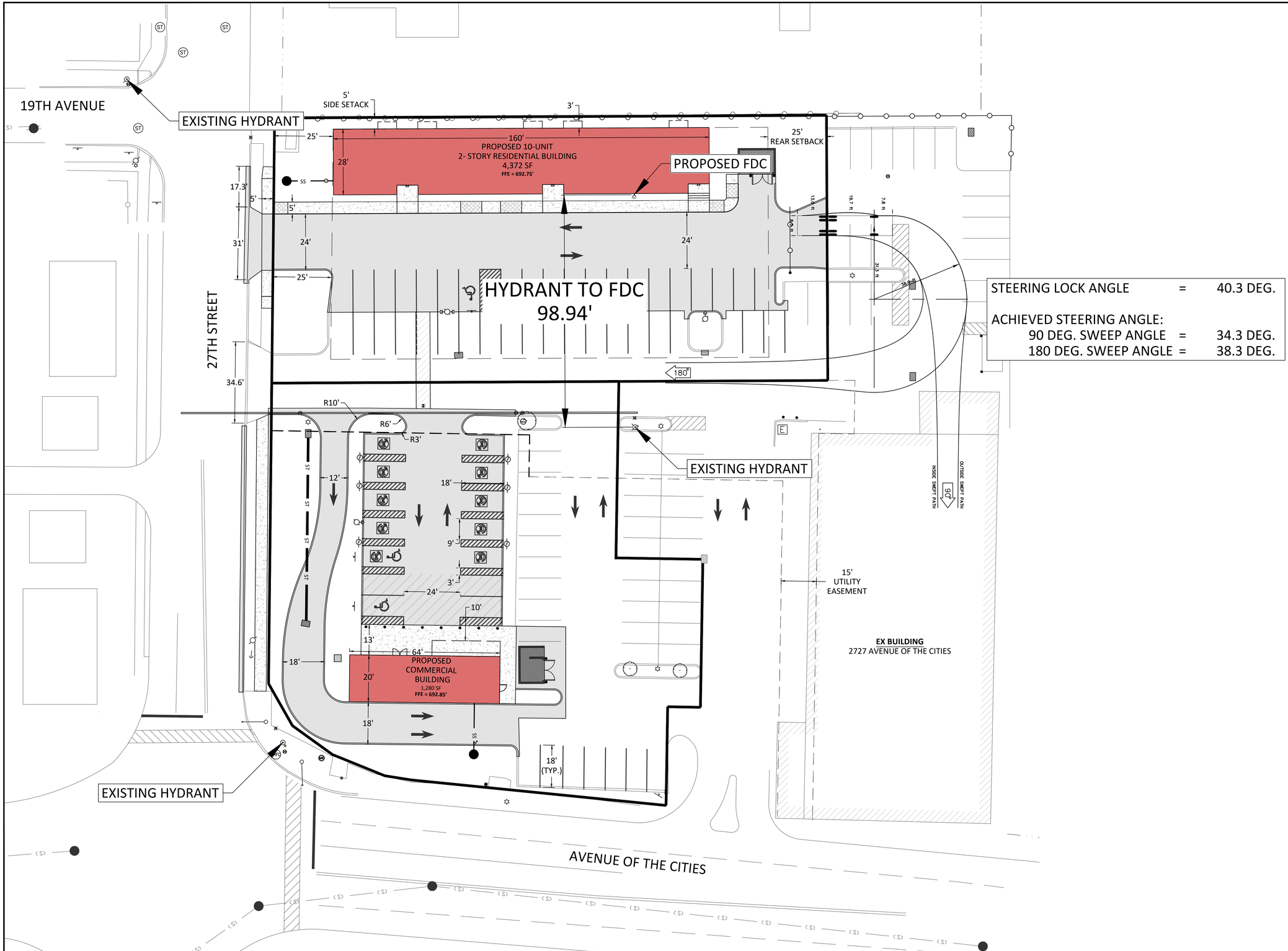
SHEET NAME
CONSTRUCTION DETAILS

C5.00

Exhibit G

Fire Access Exhibit

(See Attached)



AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 10 20

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE	01-05-2026

DESCRIPTION	DATE
RTC 1	02-13-2026
RTC 2	03-10-2026
RTC 3	03-25-2026
RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME
FIRE ACCESS EXHIBIT

C6.00

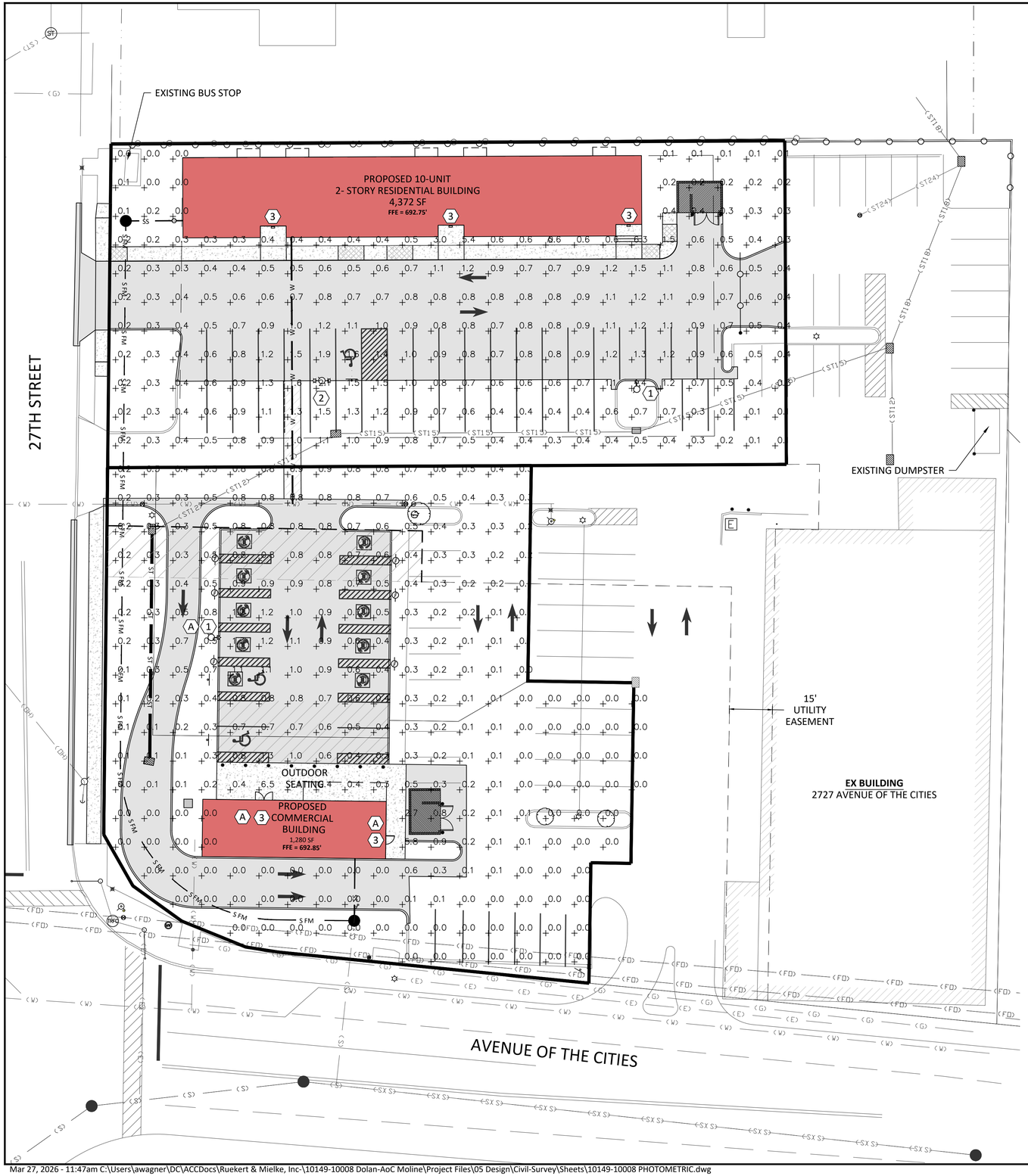
NOT FOR CONSTRUCTION

Mar 27, 2026 - 11:46am C:\Users\awagner\DC\ACCDocs\Ruekert & Mielke, Inc-\10149-10008 Dolan-AoC Moline\Project Files\05 Design\Civil-Survey\Sheets\10149-10008 SITE.dwg

Exhibit H

Photometric Site Plan

(See Attached)



GENERAL NOTES:

1. THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH LOCALLY ADOPTED NEC AND ALL APPLICABLE LOCAL CODES.
2. CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
3. ELECTRICAL CONTRACTOR TO VERIFY AVAILABLE VOLTAGE PRIOR TO ORDERING MATERIAL.
4. CONTRTOLS ARE NOT PROVIDED AS PART OF THIS WORK. COORDINATE EXTERIOR LIGHTING CONTROLS WITH ENGINEER/CONTRACTOR FOR BUILDING.
5. INSTALL CONDUIT AND CONDUCTORS TO EACH FIXTURE, TYPE AND SIZE DEPENDS ON AVAILABLE VOLTAGE. CONFIRM AVAILABLE VOLTAGE WITH ENGINEER/CONTRACTOR FOR BUILDING.
6. POLE-MOUNTED FIXTURES TO BE PROVIDED WITH INTEGRAL SENSOR TO DIM LIGHTS DOWN TO 30% OUTPUT ILLUMINANCE AT DUSK. POLE-MOUNTED FIXTURES SHALL RETURN TO FULL BRIGHTNESS UPON MOTION DETECTED BY SENSOR.
7. LIGHT FIXTURE LOCATIONS, FIXTURE SELECTIONS, AND PHOTOMETRIC CALCULATIONS SHOWN ARE PROVIDED SOLELY TO SATISFY JURISDICTIONAL PLAN REVIEW AND PERMITTING REQUIREMENTS. THESE DOCUMENTS ARE NOT INTENDED FOR USE AS CONSTRUCTION DOCUMENTS OR FOR FINAL LIGHTING DESIGN. CONTRACTOR SHALL PROVIDE FINAL LAYOUT, AIMING, AND PERFORMANCE VERIFICATION AS REQUIRED FOR CONSTRUCTION.

LIGHTING PLAN KEYNOTES:

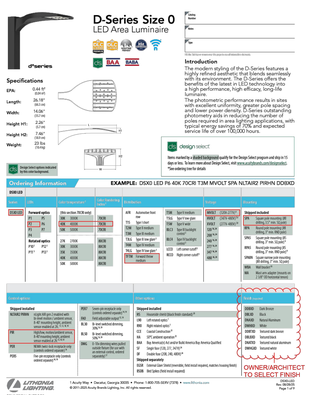
(1) L1: AREA LUMINAIRE
MANUFACTURER: LITHONIA
MODEL #: DSX0-LED-P2-40K-70CRI-TFTM-TWIN-180°
MOUNTING: 22' 6" POLE & 2' 6" BASE
LUMENS: 12,632 LM
WATTAGE: 90W

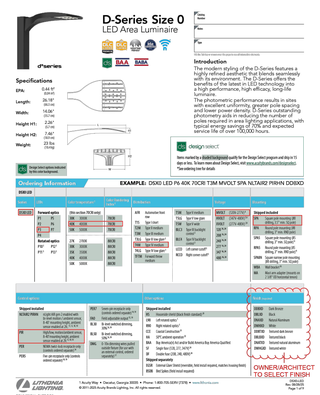
(2) L1: AREA LUMINAIRE
MANUFACTURER: LITHONIA
MODEL #: DSX0-LED-P3-40K-70CRI-T4M
MOUNTING: 22' 6" POLE & 2' 6" BASE
LUMENS: 8,926 LM
WATTAGE: 69W

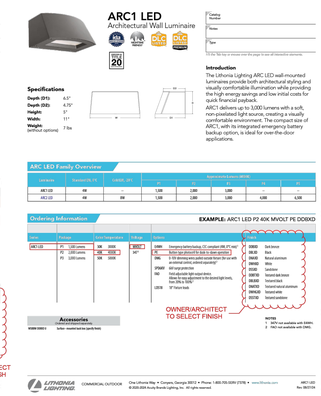
(3) L3: WALLPACK
MANUFACTURER: LITHONIA
MODEL #: ARC1-LED-P1-40K
MOUNTING: WALL | 8'
LUMENS: 1,454 LM
WATTAGE: 11W

(A) PROPOSED PARKING LOT LIGHTING WITHIN LOT 2 OF PROPOSED SUBDIVISION TO HAVE LIGHTING SCHEDULE COMPLIANT WITH CITY OF MOLINE CODE SECTION 35-5302(b)(2). PROPOSED HOURS OF OPERATION FOR COMMERCIAL BUILDING TO BE **5:30AM TO 8:00PM.**

TOTAL OUTDOOR LIGHT OUTPUT			
TAG	QUANTITY	LUMENS (LM)	TOTAL LUMENS (LM)
L1	1	12,632	12,632
F2	2	8,926	17,852
F3	5	1,454	7,270
		TOTAL	**37,754**
NET SITE ACREAGE (AC)			1.12
LUMENS PER ACRE (LM/AC)			**33,728**
AVERAGE (FC)			0.5
MAXIMUM (FC)			6.5
MINIMUM (FC)			0.0







NOT FOR CONSTRUCTION

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 10 20

DOLAN COMMONS
MOLINE, IL
DOLAN HOMES

ISSUED FOR
PUD SITE PLAN

DATE	01-05-2026
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RTC 1	02-13-2026
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RTC 4	03-27-2026

DESIGNED BY	JDK
DETAILED BY	AEW
CHECKED BY	BAB
PROJECT NO.	10149-10008

SHEET NAME
PHOTOMETRIC SITE PLAN

E1.00

Mar 27, 2026 - 11:47am C:\Users\awagner\DC\ACCDocs\Ruekert & Mielke, Inc-\10149-10008 Dolan-AoC Moline\Project Files\05 Design\Civil-Survey\Sheets\10149-10008 PHOTOMETRIC.dwg

Exhibit I

Project Narrative

(See Attached)

Planning & Zoning
City of Moline, IL
1830 6th Avenue
Moline, IL 61265

March 25th, 2026

RE: Dolan Commons RTC

Project Narrative:

Dolan Commons is a project located at the Northwest corner of Avenue of the Cities and 27th Street in Moline, Illinois 61265. Project consists of two development phases.

The first phase is commercial development for a drive thru coffee shop as well as the construction of 10 EV charging stalls.







The second phase will be a residential development of a 10-unit multi-family building with associated paving and utilities.



The residential development will have 10 one-bedroom units. There are 5 units on the first floor and 5 units on the second floor of the building.

Pre and post development impervious area calculations can be seen below. Building versus pavement impervious area has been noted:

AREA CALCULATIONS		
RESIDENTIAL		**26,628 SF (0.61 AC) TOTAL**
PRE-DEVELOPMENT:		
PAVEMENT	=	23,978 SF (0.55 AC)
BUILDING	=	0 SF (0.0 AC)
OPEN SPACE	=	2,650 SF (0.06 AC)
		90.0 % IMPERVIOUS
POST-DEVELOPMENT:		
PAVEMENT	=	17,015 SF (0.39 AC)
BUILDING	=	4,372 SF (0.10 AC)
OPEN SPACE	=	5,241 SF (0.12 AC)
		80.3 % IMPERVIOUS
COMMERCIAL		**27,800 SF (0.64 AC) TOTAL**
PRE-DEVELOPMENT:		
PAVEMENT	=	13,700 SF (0.32 AC)
BUILDING	=	4,400 SF (0.10 AC)
OPEN SPACE	=	9,700 SF (0.22 AC)
		53.4 % IMPERVIOUS
POST-DEVELOPMENT:		
PAVEMENT	=	22,115 SF (0.51 AC)
BUILDING	=	1,280 SF (0.03 AC)
OPEN SPACE	=	4,405 SF (0.10 AC)
		83.7 % IMPERVIOUS

The underlying zoning district for this PUD is NC (Neighborhood Commercial).

The proposed development is designed to respect the existing topography of the site with minimal grading required. Landscaping will prioritize the use of native, drought-tolerant species to enhance the site's natural aesthetic while reducing irrigation needs.

Positioned at the intersection of Avenue of the Cities and 27th Street, the coffee shop serves as a high-visibility anchor for the development. By concentrating commercial activity along this primary corridor, the project utilizes the residential units to the north as a lower-intensity buffer, ensuring a respectful transition into the neighboring domestic zone. Access points are designed to minimize traffic impact on local residential streets, and the site layout includes pedestrian-friendly connections to the public sidewalk system, fostering walkability within the NC district.

The Dolan Commons development aligns with the Moline Comprehensive Plan by revitalizing a key corner of the Avenue of the Cities corridor. By integrating a coffee shop—a low-impact, community-focused commercial use—with residential units, the project supports the Comprehensive Plan's goals for 'Corridors of Opportunity' and 'Neighborhood Enhancement.' This synergy not only bolsters local commerce but also promotes the City's Multimodal Mobility goals by significantly improving the pedestrian experience along a key transit route.

PARKING REQUIREMENTS	
RESIDENTIAL	1 STALL / 1 BEDROOM UNIT
	10 UNITS
PARKING REQUIRED	10 STALLS REQUIRED
PARKING PROVIDED	NEW 20 STALLS PROVIDED (1 HC STALL)
	17 EXISTING STALLS FOR SHARED USE
COMMERCIAL	22,100 SF
PARKING PROVIDED	14 STALLS PROVIDED (10 EV, 1 HC STALL)
10 EV STALLS REQUIRED PER CITY/DEVELOPER AGREEMENT	
10 EV STALLS PROVIDED ON COMMERCIAL SITE	

Phasing schedule:

Phase 1 – Commercial (Coffee Shop and EV Charging) – April 2026 to October 2026
Phase 2 – Residential (10-unit Residential Development) – Spring 2027 to Fall 2027

Density and Intensity Metrics

Dwelling Units per Acre:

10 units / 0.61 acres = 16 units per acre
(Complies with maximum of 34 units per acre in R-6)

Lot Area per Unit:

26,628 sq ft / 10 units = 2,662 sq ft per unit
(Minimum required: 1,250 sq ft per unit – compliant)

Floor Coverage Ration (Residential):

4,372 sq ft / 26,628 sq ft = 16%
(Maximum allowed: 40% - compliant)

Non-Residential Building Size:

Coffee Shop Building Area – 1,280 SF

(Max. allowed in NC District – 10,000 SF – Compliant)

Exhibit J

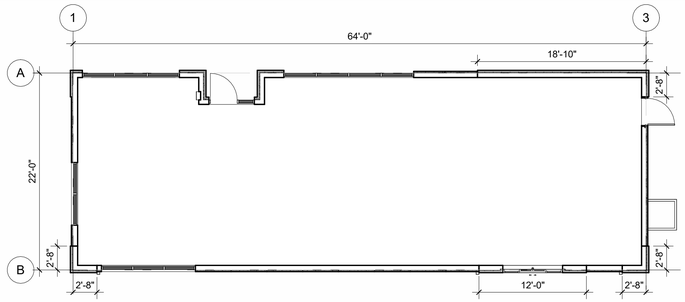
Retail Elevations

(See Attached)

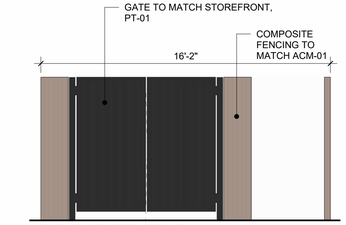
27TH & AVENUE OF THE CITIES



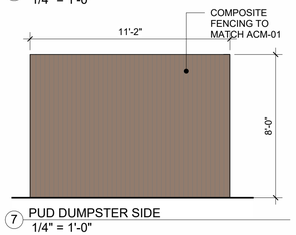
RENDERING FOR REFERENCE ONLY - NOT TO SCALE



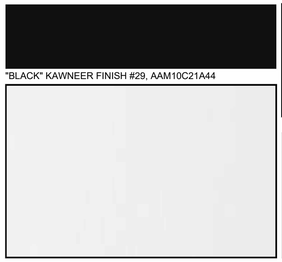
1 FLOOR PLAN PUD
1/8" = 1'-0"



6 PUD DUMPSTER FRONT
1/4" = 1'-0"

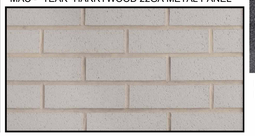


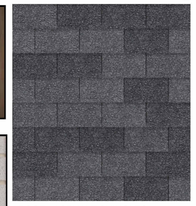
7 PUD DUMPSTER SIDE
1/4" = 1'-0"


"BLACK" KAWNEER FINISH #29, AAM10C21A44

JAMES HARDIE - "JASMINE WHITE" HARDIE PANEL, 4' X 8'

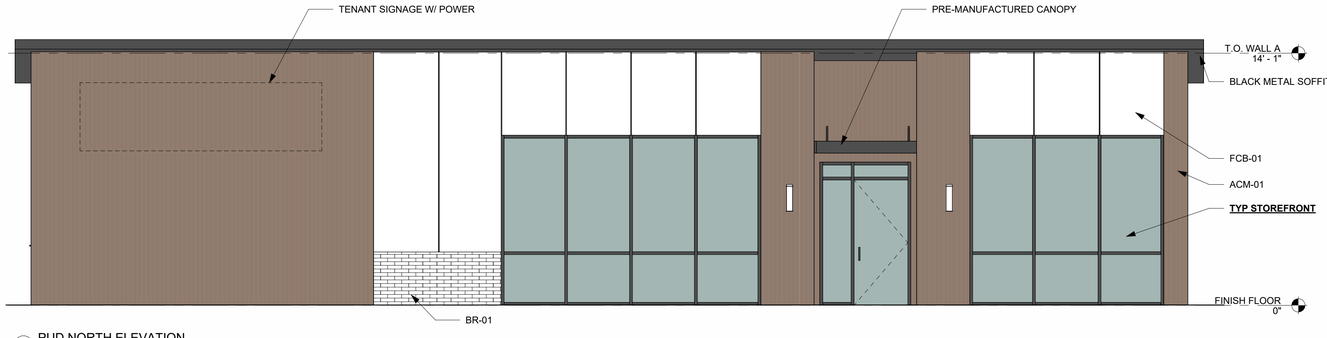

MAC - "TEAK" HARRYWOOD 22GA METAL PANEL


GLEN GARY "SILVER CITY WIRECUT" EXTRUDED FACEBRICK, WIRECUT

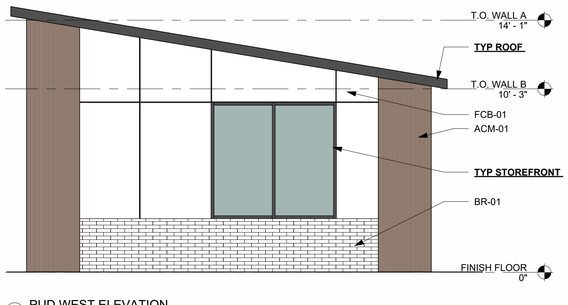

ROOF - ASPHALT SHINGLES - MANUF. TBD

EXTERIOR MATERIAL LEGEND

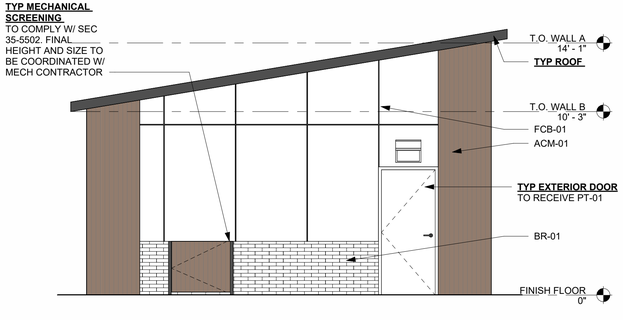
ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	DESIGN REVIEW FACADE CALCULATION NORTH 915 SF	EAST 275 SF	SOUTH 670 SF	WEST 275 SF
TYP. STOREFRONT	KAWNEER (OR EQUAL)	"BLACK" KAWNEER FINISH #29, AA-M10C21A44, ARCHITECTURAL CLASS I (OR EQUAL)	240 SF 26%	0 SF ~%	92 SF 13%	45 SF 16%
BR-01	GLEN-GERY	"SILVER CITY WIRECUT" BRICK, EXTRUDED. WIRECUT TEXTURE [THIN NATURAL BRICK]	21 SF 2%	40 SF 15%	140 SF 21%	50 SF 18%
ACM-01	MAC METAL	"TEAK" HARRYWOOD 22GA METAL PANEL, HIDDEN FASTENERS & MATCHING TRIM [ARCHITECTURAL METAL]	410 SF 45%	72 SF 26%	136 SF 20%	72 SF 26%
FCB-01	JAMES HARDIE	"JASMINE WHITE" HARDIE PANEL 4' X 8' [FIBER CEMENT PANEL]	244 SF 27%	139 SF 50 %	302 SF 46 %	108 SF 40 %
PT-01	BENJAMIN MOORE	PAINT TO MATCH ADJACENT CLADDING, HOLLOW METAL DOOR & FRAME	0 SF ~%	24 SF 9%	0 SF ~%	0 SF ~%



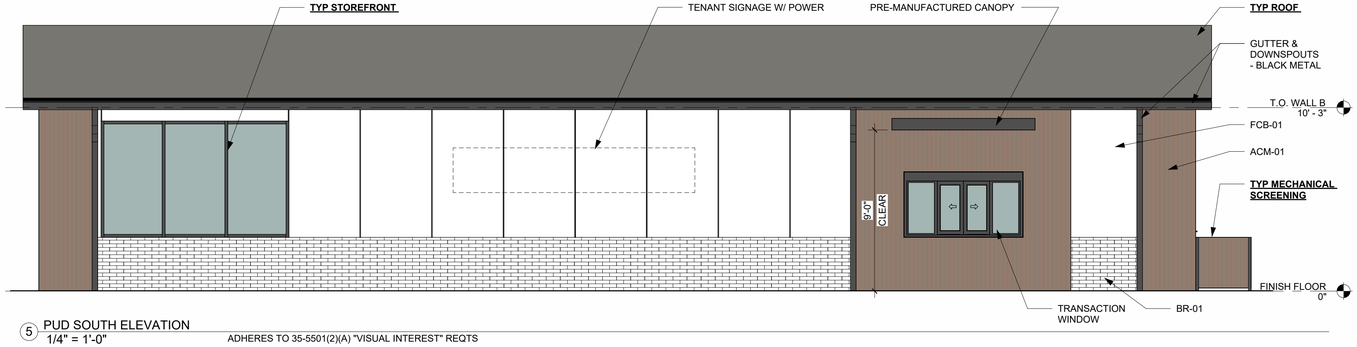
2 PUD NORTH ELEVATION
1/4" = 1'-0"



3 PUD WEST ELEVATION
1/4" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS



4 PUD EAST ELEVATION
1/4" = 1'-0"



5 PUD SOUTH ELEVATION
1/4" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS

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STREAMLINE ARCHITECTS
www.streamlinearchitects.com

STREAMLINE ARCHITECTS, LLC
ANDREW DASSO, AIA
1800 RIVER DRIVE
MOLINE, IL 61265
(563) 345-2724

PROJECT CONTACT:
LUZ UPEGUI
(309) 558-8628
luz@streamlinearchitects.com

HENRY LINGAFELTER
(618) 741-0057
henry@streamlinearchitects.com

NO.	DESCRIPTION	DATE

KEVIN DOLAN
DOLAN RETAIL
27TH ST & 19TH AVE, MOLINE, IL

Project number	26-008
Date	03/10/26
Drawn by	HL
Checked by	LU

ELEVATIONS AND FINISHES

PUD101

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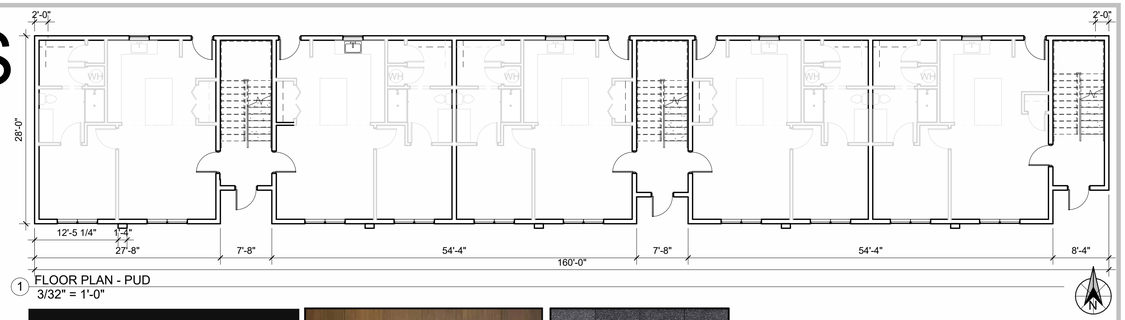
Exhibit K

Multi-Family Elevations

(See Attached)

27TH & AVENUE OF THE CITIES

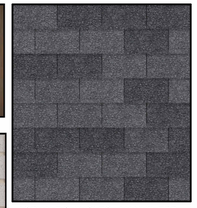


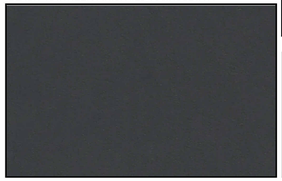


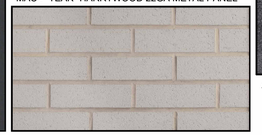
1 FLOOR PLAN - PUD
3/32" = 1'-0"


"BLACK" KAWNEER FINISH #29, AAM10C21A44


MAC - "TEAK" HARRYWOOD 22GA METAL PANEL


ASPHALT SHINGLES - MANUF. TBD


HARDIE - "SLATE GREY" VERTICAL PLANK SIDING

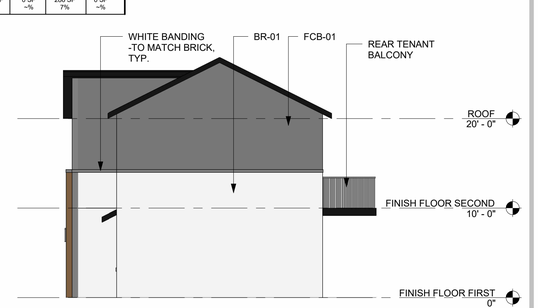

GLEN GARY "SILVER CITY WIRECUT" EXTRUDED FACEBRICK, WIRECUT

EXTERIOR MATERIAL LEGEND

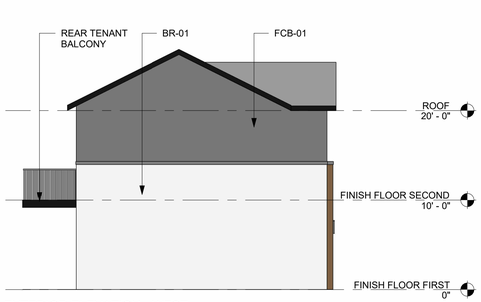
ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	DESIGN REVIEW FACADE CALCULATION NORTH 3295 SF	EAST 712 SF	SOUTH 3603 SF	WEST 675
METAL TRIM - TYP.	TBD	"BLACK" KAWNEER FINISH #29, AA-M10C21A44, ARCHITECTURAL CLASS I (OR EQUAL)	120 SF 4%	30 SF 4%	89 SF 3%	22 SF 3%
BR-01	TBD	"SILVER CITY WIRECUT" THIN BRICK, EXTRUDED, WIRECUT TEXTURE [THIN NATURAL BRICK]	0 SF ~%	401 SF 56%	1614 SF 45%	401 SF 59%
ACM-01	MAC METAL	"TEAK" HARRYWOOD METAL PANEL, HIDDEN FASTENERS & MATCHING TRIM [ARCHITECTURAL METAL]	0 SF ~%	9 SF 1%	521 SF 15%	9 SF 1%
FCB-01	JAMES HARDIE	"SLATE GREY" VERTICAL PLANK SIDING SYSTEM	2680 SF 82%	272 SF 39 %	882 SF 24%	244 SF 36%
PT-01	TBD	PAINT TO MATCH ADJACENT CLADDING, HOLLOW METAL DOOR & FRAME	256 SF 8%	0 SF ~%	211 SF 6%	0 SF ~%
GLAZING	TBD	TRANSPARENT GLAZING SYSTEM PER WINDOW/DOOR MFG	229 SF 6%	0 SF ~%	286 SF 7%	0 SF ~%



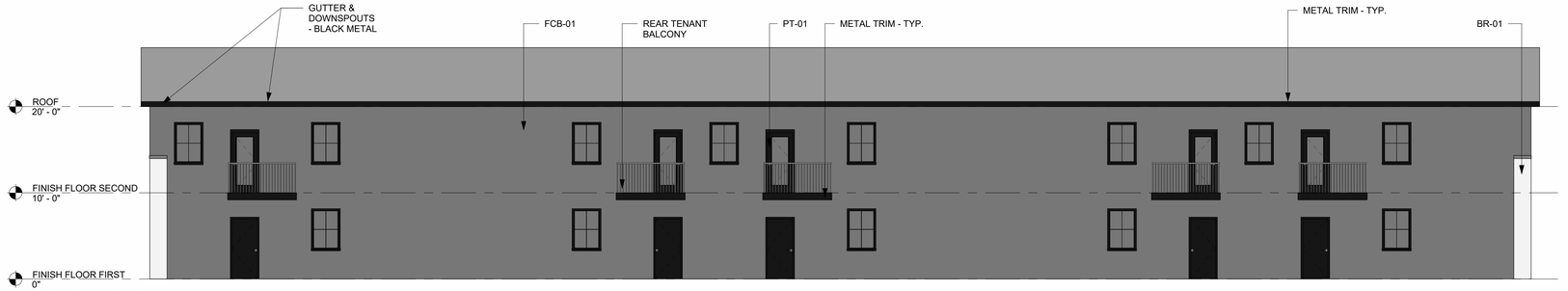
2 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS



3 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST
1/8" = 1'-0" ADHERES TO 35-5501(2)(C) "VISUAL INTEREST" REQTS



5 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

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STREAMLINE ARCHITECTS
www.streamlinearchitects.com

STREAMLINE ARCHITECTS, LLC
ANDREW DASSO, AIA
1800 RIVER DRIVE
MOLINE, IL 61265
(563) 345-2724

PROJECT CONTACT:
LUZ UPEGUI
(309) 558-8628
luz@streamlinearchitects.com

HENRY LINGAFELTER
(618) 741-0057
henry@streamlinearchitects.com

NO.	DESCRIPTION	DATE

DOLAN HOMES LLC

MOLINE MULTIFAMILY

27TH STREET & 19TH AVE
MOLINE, IL

Project number	24-180
Date	03/09/2026
Drawn by	HL
Checked by	LU

EXTERIOR ELEVATIONS

PUD100

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Exhibit L

Unconditional Consent and Agreement

TO: The City of Moline, Illinois ("***City***")

WHEREAS, Dolan Commons, LLC, an Illinois limited liability corporation, ("***Applicant***") is the owner of real property commonly known as 2701 – 2715 Avenue of the Cities, located in Moline, Illinois ("***Property***") in the NC Neighborhood Center District; and

WHEREAS, the Applicant has sought approval for a preliminary/final development plan for a planned unit development site on the Property, and rezoning from the NC Neighborhood Commercial to a "NC PUD" Neighborhood Commercial Planned Unit Development **("*Requested Relief*")**; and

WHEREAS, Ordinance No. ___ - __, adopted by the City Council on _____, 2026, grants approval of the Requested Relief, subject to certain conditions ("***Ordinance***"); and

WHEREAS, Applicant desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

WHEREAS, the Applicant desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant shall and does hereby unconditionally agree to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Ordinance;

2. the Applicant acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;

3. the Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the City has complied with the requirements of Section 3 of the Ordinance;

4. the Applicant agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance of the Applicant of their obligations under this Unconditional Agreement and Consent.

5. The Applicant shall, and does hereby, agree to pay all expenses incurred by the City in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the City.

ATTEST: Dolan Commons, LLC

By:_____ By:_____

Its:_____ Its:_____

SUBSCRIBED and SWORN to

Before me this _____ day of
_____, 2026

_____

Notary Public

<seal>

STAFF REPORT
Department of Community & Economic Development
2026-05-PC

GENERAL INFORMATION

Owner/Applicant:	Dolan Commons, LLC (Owner) Axiom Consultants, LLC (Applicant)
Requested Action:	Reclassification of zoning from "NC" Neighborhood Center to "NC PUD" Neighborhood Center Planned Unit Development to allow "Sales and Service, In-Vehicle", "Outdoor Dining", "Charging Stations" and "Multi-Family Residential" land uses on the Property.
Location:	2701 -2715 Avenue of the Cities, Moline, Illinois
PINs:	17-04-415-001, 17-04-415-002 and 17-04-415-003
Size of Tract:	1.25 acre, more or less
Existing Land Use:	Vacant / Parking
Existing Zoning:	"NC" (Neighborhood Center)
Surrounding Land Use:	North & West: One-Family Detached Dwellings South: Sales and Service, In-Vehicle (vehicular fuel stations – BP / 7-Eleven) East: Multi-Tenant Commercial East: Sales and Service – Cannabis Dispensary (Terrace Cannabis)
Surrounding Zoning:	North & West: "R-2" (Single-Family Residence District) South & East: "NC" (Neighborhood Center)

PROJECT BACKGROUND / HISTORY

Dolan Commons is a three-phase development project located at the northeast corner of 27th Street and Avenue of the Cities.

The original Development and Economic Incentive Agreement was approved in 2016. Phase I included demolition of existing structures (a former restaurant and gas station) and the renovation of a 13,000 square-foot former grocery store (Aldi) into a multi-tenant commercial building at 2727 Avenue of the Cities. Construction of Phase I began in 2016, with the first

tenant occupying the building in 2018. One of the multi-tenant commercial spaces is currently occupied by Terrace Cannabis, which opened for business in July 2023.

Phase II (construction of a new commercial/retail building) and Phase III (construction of a residential building) were not completed within the original agreement timelines. An amendment to the agreement in 2018 extended the delivery deadlines to 2022 for Phase II and 2027 for Phase III. Phase II was not completed by the 2022 deadline.

A Second Amendment in 2025 revised the scope and delivery schedule for the remaining phases. Phase II was modified to include construction of a minimum 1,000 square-foot commercial/retail building and electric vehicle charging station, and Phase III was reaffirmed as a minimum 10-unit residential development. The updated agreement was approved by the Moline City Council on August 5, 2025 and establishes completion deadlines of 2026 for Phase II and 2027 for Phase III.

DEVELOPMENT AGREEMENTS AMENDMENTS SUMMARY

Development Agreement Review	Original Agreement (2016)	Current First Amendment (2018 - in place)	*Previous Proposed Revision (2023 - not approved)*	Proposed Second Amendment (2025)
Phase I				
Start	Not defined (submit plans 2016)	2016	*NA*	NA
Complete	2017	December 31, 2018	*NA*	NA
Project	Renovate 13,000 SF Grocery Store	Renovate 13,000 SF Grocery Store	*NA (completed)*	NA (completed)
PTR and STR Phase Incentive	Contribute to CMI of $1,997,609	$434,771		$434,771
Phase II				
Start	Not defined (submit plans 2016)	Not defined	*Expand SF of commercial building/ provide additional parking/ include car charging stations*	Not defined
Complete	2017	December 31, 2022		December 31, 2026
Project	5,500 SF commercial building	5,500 SF commercial building		Min. 1,000 SF (target 2,000sf)/chrg stat.
PTR and STR Phase Incentive	Contribute to CMI of $1,997,609	$381,691		$381,691
Phase III				
Start	2022	2026	*Eliminate Phase III Housing (replace with additional retail/parking/ car charging stations)*	Not defined
Complete	Not defined	December 31, 2027		December 31, 2027
Project	35,000 SF residential building	35,000 SF residential building		Ten (10) units of residential housing
PTR and STR Phase Incentive	Contribute to CMI of $1,997,609	$1,181,148		$1,181,148

Sales Tax and Property Tax Rebates					
Sales Tax Rebate (STR)		100% to developer	100% to developer		85% to developer/15% City
STR End Date		Until CMI is met	Until CMI is met		2041 (sooner of 2041 or CMI met)
Property Tax Rebate (PTR)	100%	Years 1-6	Years 1-6		85% to developer/15% City
	75%	Years 7-12	Years 7-12		
	50%	Years 13 - until met	Years 13 - until 2041		
PTR End Date		In perpetuity until CMI is met	2041		2041 (sooner of 2041 or CMI met)
Combined Max Incentive (CMI)		$1,997,609	$1,997,609		$1,997,609
Phase I		contributes	$434,771		$434,771
Phase II		contributes	$381,691		$381,691
Phase III		contributes	$1,181,148		$1,181,148

ZONING ANALYSIS AND PUD JUSTIFICATION

Staff worked with the applicant to evaluate zoning options that would allow for the proposed mixed-use development, which includes a drive-through commercial use (Phase 2) and a 10-unit residential building (Phase 3).

Under the existing NC (Neighborhood Center) District, the proposed Sales and Service, In-Vehicle use (drive-through coffee shop) may be permitted with a Special Use Permit.

However, the proposed 10-unit residential development is not permitted within the NC District. Several alternative zoning approaches were considered:

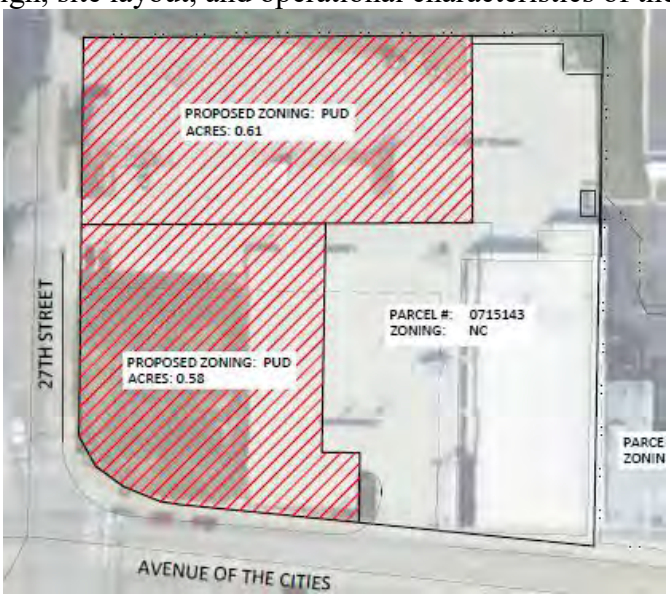
- Multiplex (R-2 District):
  The multiplex use is limited to a maximum of four (4) dwelling units, with a minimum lot area of 4,500 square feet per unit. The proposed 10-unit development would require approximately 45,000 square feet, while the subject site contains approximately 0.6 acres (±26,000 square feet). As a result, this option is not feasible.
- R-2 District (Infill / Special Use):
  The R-2 District allows a maximum density of 6 dwelling units per acre, which would not support the proposed 10-unit development on the subject property.
- R-6 District:
  While the R-6 District would allow the proposed residential density, rezoning this site to R-6 would be inconsistent with the surrounding commercial zoning pattern and would constitute spot zoning.

Given these limitations, the applicant is requesting a Planned Unit Development (PUD) overlay within the NC District (NC-PUD) for both Phase 2 and Phase 3.

The PUD process allows the City to:

- Consider a coordinated mixed-use development on the site
- Establish appropriate development standards, including setbacks, site layout, and building design
- Ensure compatibility between the commercial and residential components
- Maintain compliance with applicable standards of the NC District, including landscaping and design requirements

Under the proposed PUD, both phases will be required to meet 100% of the applicable landscaping and site development standards of the NC District, unless specifically modified as part of the PUD approval. The PUD also provides a framework for review before approval of the final building design, site layout, and operational characteristics of the development.

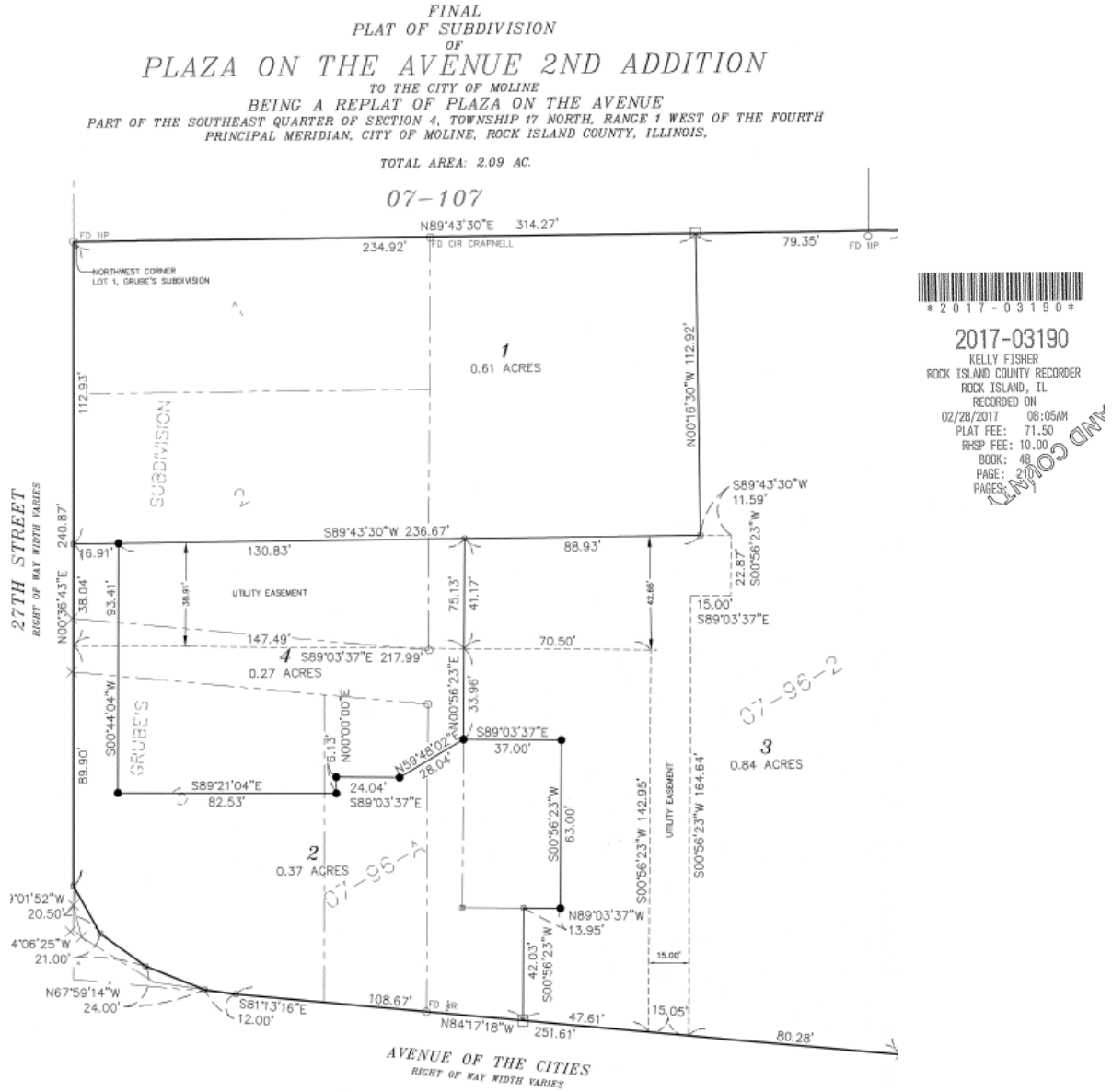


Subdivision and Legal Description

The proposed "Plaza on the Avenue 3rd Addition" subdivision plat, including the associated easement vacation, is based on the currently recorded "Plaza on the Avenue 2nd Addition," recorded February 28, 2017, in Plat Book 48, Page 210.

The earlier "Plaza on the Avenue" plat (Plat Book 48, Page 208), which has since been superseded. All legal descriptions should reference the current recorded plat and accurately reflect the existing lots and proposed replat.

The proposed subdivision "Plaza on the Avenue 3rd Addition" will replat Lots 2 and 4 of the Plaza on the Avenue 2nd Addition into a new Lot 2, subject to approval and recording of the final plat.



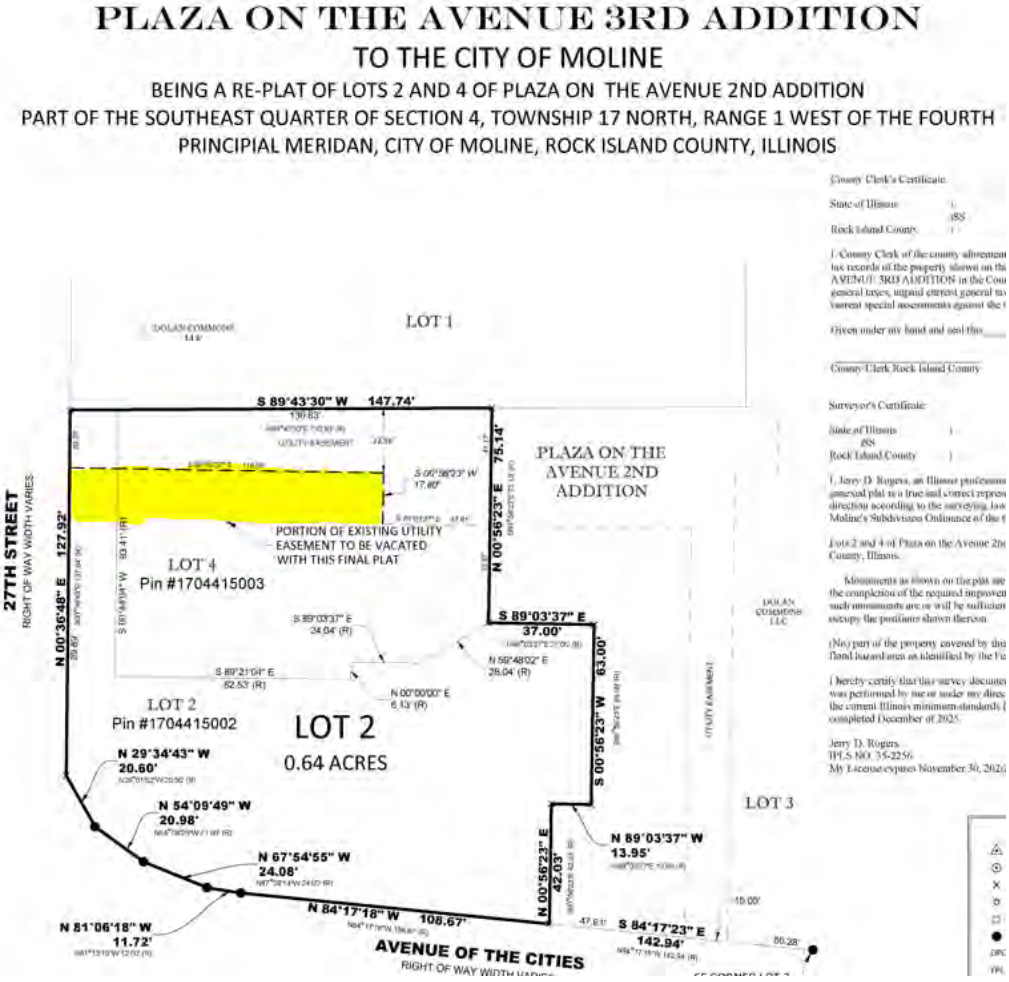
SUBDIVISION HISTORY AND EASEMENT MODIFICATION

The subject property, known as Dolan Commons, has been subdivided through multiple plats that have resulted in the current lot configuration and utility easement layout.

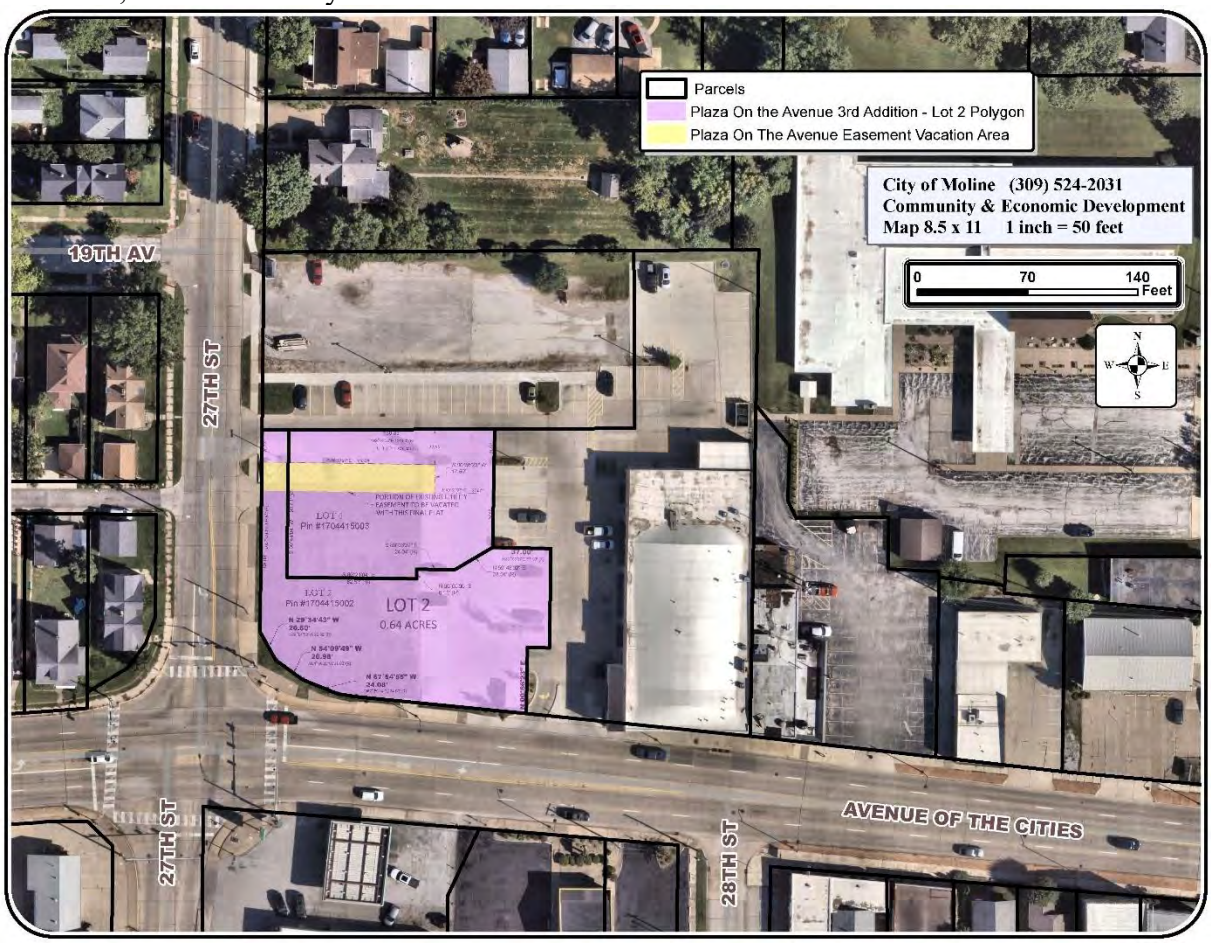
"Plaza on the Avenue," recorded in January 2017, established the initial subdivision layout of three lots and included a 38.91-foot-wide utility easement, which runs east/west through the central portion of the site, and a separate right-of-way dedication at the southwest corner of the site at 27th Street and Avenue of the Cities.

Shortly thereafter, the property was reconfigured through the "Plaza on the Avenue 2nd Addition," recorded February 28, 2017. This plat created the current four-lot configuration and also retained the 38.91-foot-wide utility easement, which runs through the central portion of the site.

As part of the proposed Dolan Commons development, the applicant is requesting approval of "Plaza on the Avenue 3rd Addition," which would replat the property to better align with the three-phase development plan. This includes consolidating existing lots to match the proposed development layout, specifically combining Lots 2 and 4 into a new Lot 2, while maintaining a separate lot for the residential phase.



The need for a partial easement vacation arises from the location of the existing 38.91-foot-wide utility easement, which currently runs through the area proposed for electric vehicle (EV) charging stations. These improvements cannot be located within a utility easement. To accommodate the proposed development, the applicant is requesting to reduce the width of the easement, rather than fully vacate it.



The City Engineer has indicated that the easement may be reduced, provided that:

- A minimum easement width of 15 feet is maintained, with the water main centered within the easement, and
- There is verification that no private utilities are located within the portion of the easement proposed for vacation.

The proposed partial easement vacation (highlighted in yellow), along with the subdivision plat, will require City Council approval and is being reviewed concurrently with the PUD rezoning request to ensure a coordinated development plan.

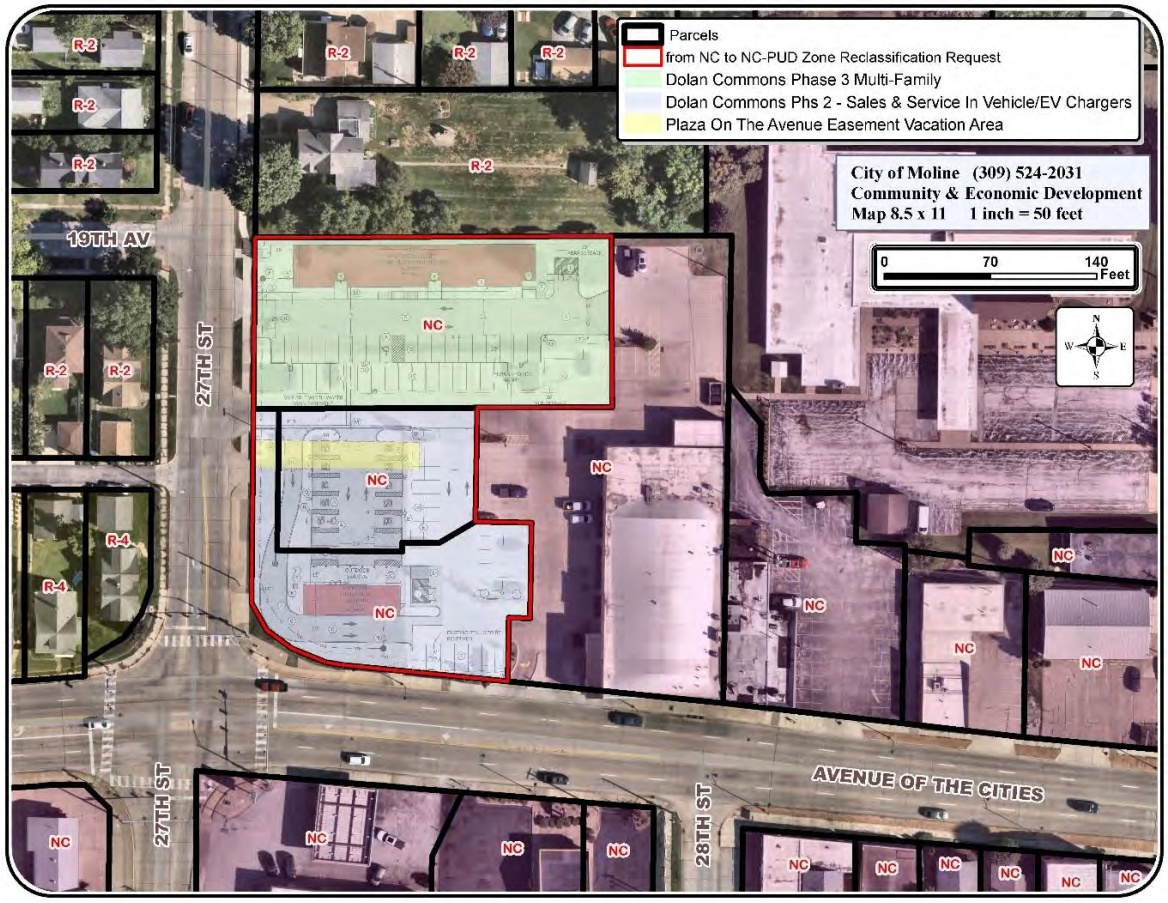
EASEMENT VACATION UTILITY VERIFICATION

Staff contacted public and private utility providers regarding the proposed vacation of a portion of the existing utility easement. Responses were received from the following providers

indicating no objection and confirming that no utility facilities are located within the area proposed for vacation.

- WIN Technology (formerly Wisconsin Independent Networks)
- Geneseo Communications
- Metronet
- Uniti (formerly Windstream)
- Bluebird Fiber
- Lumen
- City of Moline Engineering and Utility Departments
- Mediacom
- Comcast
- MidAmerican Energy

The City provided a response deadline and follow-up request for comments. In the absence of a response from all providers (only AT&T as of the date of this report), the City has proceeded with its review based on the responses available. The Moline Engineering Department confirmed they recommend approval of easement vacation based on the responses received. Final easement vacation approval will be determined by Moline City Council. If any utility facilities are located within the vacated easement area utilities shall remain protected, and the applicant will be responsible for coordinating with all utility providers prior to construction.



DEVELOPMENT REVIEW

PUD Land Use Analysis

The Applicant is seeking approval of a Planned Unit Development (PUD) rezoning to allow a coordinated mixed-use development consisting of "Sales and Service, In-Vehicle," "Outdoor Dining," "Charging Stations," and "Multi-Family Residential" land uses on the Property.

Within the existing NC (Neighborhood Center) District, the proposed "Sales and Service, In-Vehicle" use (drive-through) and associated outdoor dining and EV charging stations may be permitted as a special use, subject to compliance with applicable standards and approvals. However, multi-family residential development is not permitted within the NC District, and therefore requires approval through the PUD process.

The proposed 10-unit residential development is similar in scale and intensity to residential uses permitted in the R-6 District, and is compatible with the surrounding mix of commercial and residential uses along the Avenue of the Cities corridor. The PUD framework allows the City to consider this residential component as part of a coordinated mixed-use development.

Additionally, the proposed commercial uses, including a drive-through coffee shop and EV charging stations, are consistent with other Sales and Service, In-Vehicle uses along the corridor and are of similar intensity to existing nearby uses, including vehicular fuel stations and other service-oriented commercial development.

The PUD plan incorporates both Phase II (commercial development) and Phase III (residential development) into a single, unified site plan. This approach allows the City to evaluate the overall site layout, access, landscaping, and building design in a comprehensive manner, and to ensure compatibility between uses.

The site is designed to locate higher-intensity commercial uses along Avenue of the Cities, with the residential component positioned to the north to provide a transition to adjacent residential zoning.

The PUD process also provides flexibility to consider site-specific design elements, including setbacks, building placement, and internal circulation, while maintaining compliance with the intent of the NC District and applicable development standards.

Development Phasing

The proposed development will occur in two phases:

- Phase II (Commercial): Construction of a drive-through coffee shop and EV charging stations, anticipated between April 2026 and October 2026
- Phase III (Residential): Construction of a 10-unit multi-family residential building, anticipated between Spring 2027 and Fall 2027

Setbacks

The proposed development includes two phases with the following setback standards:

- Phase II (Commercial – NC District):
  Setbacks are 0 feet on all sides, consistent with the NC (Neighborhood Center) District requirements.
- Phase III (Residential – R-6 Equivalent Standards):
  The residential component is designed to meet R-6 setback standards, including:
  - Front (west): 25 feet
  - Side: 5 feet (north) / 10 feet (south)
  - Rear (east): 25 feet

The proposed setbacks are consistent with the applicable zoning standards and are appropriate for the site layout and surrounding land uses.



Land Use and Operational Standards

The proposed development includes a mix of commercial and residential land uses within the PUD, including Sales and Service, In-Vehicle, Electric Vehicle Charging Stations, Outdoor Dining, and a 10-unit residential building.

- Residential Use:
  The proposed residential building is classified as a Multiple Family Dwelling per Sec. 35-3405(h), which consists of an attached structure with access to units from a shared entrance or hallway. Based on the submitted plans, the building appears to function as a multi-family structure with shared interior access. Final building layout and unit access configuration will be confirmed for consistency with applicable code requirements at the time of building permit review.
- Commercial Use – Drive-Through:
  The proposed Sales and Service, In-Vehicle use will be required to comply with all applicable standards of Sec. 35-3408(g), including stacking, circulation, and pedestrian safety requirements.
- Electric Vehicle Charging:
  The proposed EV charging stations will be required to comply with Sec. 35-5100, including infrastructure, accessibility, and operational requirements.
- Outdoor Dining:
  The proposed outdoor dining area is subject to Sec. 35-3414(8) and will be required to meet all applicable standards, including separation from vehicular circulation areas and compliance with size limitations.

Landscaping and Bufferyard Requirements:

The applicant is aware that the proposed development must meet 100% compliance with Article 5, Division 2 – Landscaping and Bufferyard Standards of the Moline Zoning and Land Development Code.

A landscaping review was completed on March 19, 2026 for the plans submitted on March 10, 2026. The submitted plan generally demonstrates compliance with several landscaping requirements; however, revisions are still needed to achieve full compliance.

Bufferyard Requirements

A Type B bufferyard is required along the north property line, where the site abuts R-2 zoned residential properties. This bufferyard is not currently shown on the plan and will need to be added.

Based on the site constraints, including a proposed 5-foot building setback, a reduced-width Type B bufferyard may be appropriate. This option would require:

- Installation of approximately 90% of the required plantings, and
- A continuous hedge or fence to provide adequate screening
- Estimated suggested Planting Requirements (based on ~230 feet) if the 5-foot Alternative compliance option is used:

(2) large deciduous trees
(4) small deciduous trees
(4) evergreen trees
(12) shrubs

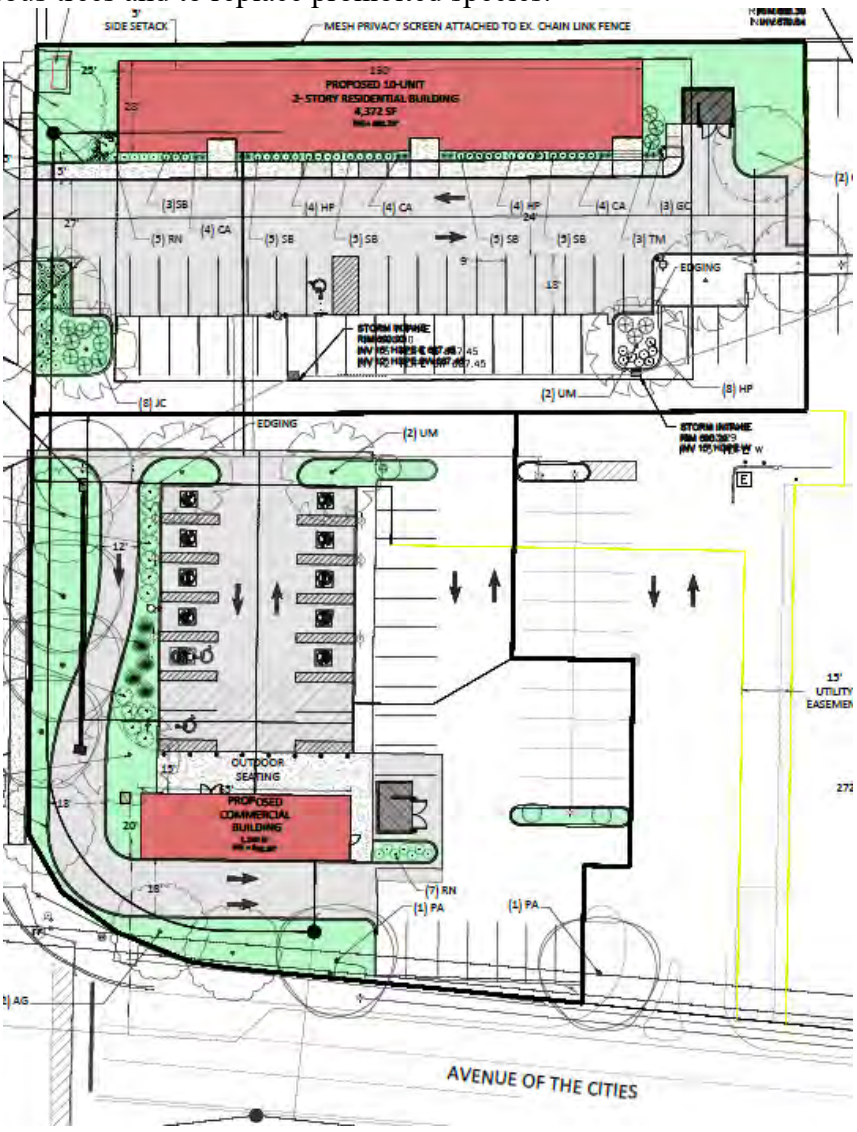
The applicant will need to revise the landscape plan to clearly show the bufferyard location, width, plant materials, and any proposed screening elements.

Street Frontage Landscaping

The site includes approximately 425 feet of street frontage, requiring nine (9) large deciduous trees.

- Seven (7) trees are currently provided, and
- One proposed species (Honey Locust) is not permitted, while another (Ohio Buckeye) is classified as a small deciduous tree

Revisions to the plan are required to provide the full number of qualifying large deciduous trees and to replace prohibited species.



Paved Area Landscaping

- North Lot: Landscaping points are met; however, the required number of large deciduous trees is not met. The tree requirement can be met if the Honey Locust trees are replaced with an approved large deciduous species
- Requirement:
  - 6 large deciduous trees
  - 360 landscaping points
- South Lot: Both tree requirements and landscaping points are met.
- Requirement:
  - 7 large deciduous trees
  - 420 landscaping points

Building Perimeter Landscaping

- North Building: Meets landscaping point requirements, pending minor labeling clarification.
  - Requirement: 564 landscaping points
- South Building: Meets landscaping point requirements.
  - Requirement: 255 landscaping points

Minimum Landscape Ratio

The NC District has a minimum landscape ratio requirement of 0%, and no additional requirements apply.

Landscaping Summary

While portions of the landscaping plan meet code requirements, revisions are necessary to:

- Provide the required Type B bufferyard along the north property line
- Achieve full compliance with street frontage tree requirements
- Ensure all tree species meet code requirements

Final landscaping plans will be required to demonstrate full compliance with all applicable standards prior to permit issuance.

Residential Building Design

The proposed residential development consists of a 10-unit building. Based on the submitted plans, the building appears to include shared interior access corridors serving the dwelling units. Final building layout and unit access configuration will be reviewed for consistency with the submitted plans and applicable code requirements prior to permit issuance.

Parking

The proposed residential development includes 10 one-bedroom units, which requires one (1) parking space per unit, for a total of 10 required spaces. The site plan provides more than the

minimum required parking, and is generally compliant with applicable parking standards. Final parking layout will be confirmed for full compliance prior to permit issuance.

Density and Intensity

The proposed residential development includes 10 dwelling units on approximately 0.61 acres, resulting in a density of 16 dwelling units per acre, which is below the maximum of 34 dwelling units per acre permitted in the R-6 District.

The development provides approximately 2,662 square feet of lot area per dwelling unit, exceeding the minimum requirement of 1,250 square feet per unit.

The proposed residential building has a floor coverage ratio of approximately 16%, which is below the maximum permitted 40%.



Non-Residential Building Size

The proposed commercial building (coffee shop) has a building area of approximately 1,280 square feet. The maximum building size permitted in the NC (Neighborhood Center) District is 10,000 square feet. The proposed building is well below the maximum allowed size and is compliant with applicable standards.

Access and Circulation

The proposed north access drive from 27th Street serving the residential portion of the development does not currently meet the minimum 25-foot throat length requirement as outlined in Table 35-5100.2. The submitted plan shows parking encroaching into the required throat length area, which is intended to provide adequate vehicle stacking and prevent conflicts with the public right-of-way.

Staff recommends that the site plan be revised to meet the minimum throat length requirement. Alternatively, the applicant may request a deviation through the PUD process, subject to justification and review by the Plan Commission and City Council.

Building Design and Materials

Final building elevations and façade materials for both the commercial and residential components are subject to compliance with Sec. 35-3308(f). While preliminary elevations have been submitted, additional clarification is needed regarding roofing materials and balcony design.

Based on the submitted plans, balconies on the residential building may be located within the minimum north setback, and it is unclear whether they comply with the allowable projection limits and required separation from the adjacent residential property, including the required bufferyard.

Staff recommends that final building elevations and details, including materials, balcony dimensions, and setback compliance, be reviewed and confirmed prior to permit issuance or as part of final PUD approval.



Lighting and Illumination

The submitted lighting plan generally complies with the requirements of Article 5, Division 3 – Illumination Standards. The proposed luminaire height of approximately 25 feet meets the maximum permitted height for fixtures located within 500 feet of a residential zoning district. Additionally, the plan indicates that illumination at property boundaries does not exceed one (1) foot-candle, which is compliant.

However, additional clarification is needed regarding hours of operation. Per Sec. 35-5302(b)(2), parking lot lighting located within 300 feet of a residential zoning district must not be illuminated more than one hour prior to business hours and must be extinguished within one hour after closing. Staff recommends that final lighting plans demonstrate compliance with these operational requirements.

Dumpster Screening

All dumpster and refuse areas shall be fully screened on all four sides, including a gate for access, with a solid fence or wall a minimum of six (6) feet in height, in compliance with applicable code requirements.

Mechanical Equipment Screening

Ground and roof-mounted mechanical equipment shall comply with Sec. 35-5502 and Table 35-3201.3 of the Moline Zoning and Land Development Code.

The applicant has indicated that ground-mounted equipment will be screened with landscaping and that roof-mounted equipment will be addressed at the time of building permit. Final details of mechanical equipment screening will be reviewed with the building permit submittal.

All mechanical equipment must be fully screened (100% opacity) or otherwise not visible from adjacent streets or residential districts. Roof-mounted screening shall be integrated into the overall building design.

Additionally, per Table 35-3201.3, mechanical equipment is permitted within side and rear setbacks; however, it may not project more than three (3) feet into the required setback. Based on the proposed building placement and limited setback area, this may present a constraint for the residential development and will need to be carefully coordinated with final site and building design.

Engineering Review

The Engineering Division has reviewed the proposed development and indicated that prior engineering comments related to pavement design and street patching have been addressed.

With respect to the proposed easement reduction, Engineering has recommended approval based on confirmation from utility providers. The City has received confirmation from

MidAmerican Energy that they are in support of the proposed easement vacation. Based on this response and coordination with other utility providers, Engineering has indicated support for the easement modification.

Final engineering details, including any remaining technical requirements, will be addressed at the time of permit review.

Fire Department Review

The Fire Department has reviewed the proposed development and provided the following comments:

- Fire Protection:
  A fire hydrant is required within 100 feet of the Fire Department Connection (FDC) for the proposed 10-unit residential structure. Existing hydrant locations have been identified; final locations of the hydrant and FDC will be confirmed at the time of building permit review.
- Emergency Access:
  Fire Department vehicle access will need to be verified to ensure adequate circulation throughout the site in accordance with Fire Department standards.
- Impact Protection:
  Impact protection (e.g., bollards or similar measures) will be required around the commercial building and all applicable utilities.
- Addressing:
  Final building addresses and suite numbering for the site will be required prior to occupancy.

Building Department Review

The applicant will be required to coordinate with the Building Department regarding submittal of building plans and the process for obtaining any grading and/or foundation permits. All required building permits and associated plan reviews must be completed prior to construction.

Stormwater Review

The Stormwater Division has reviewed the proposed development and indicated that the site may receive credit for approximately 4,400 square feet of existing impervious area based on prior site conditions. As a result, any additional stormwater management requirements are anticipated to be minimal.

Final stormwater requirements will be determined based on the net increase in impervious area associated with the proposed development and will be reviewed at the time of engineering and permit submittals.

Utilities Review

The Utilities Division has reviewed the proposed development. A dye test conducted on March 2, 2026 confirmed that an existing sanitary sewer lateral located near the southeast corner of 2701 Avenue of the Cities is active and connected to the City main.

Subsequent field investigation identified an obstruction within the sanitary sewer lateral located in the parking lot area, on the private side of the connection. Utilities staff indicated that the condition of the full length of the lateral cannot be verified due to limited access from both the cleanout and the City main. Based on these findings, Utilities recommends installation of a new sanitary sewer lateral from the proposed building to the City sewer main to ensure proper function and long-term reliability, as the existing lateral is aging and may not meet current standards.

Signage:

All proposed signage shall comply with the City of Moline Sign Code and will require a separate sign permit prior to installation.

Subdivision and Easement Vacation

The proposed development also includes a minor subdivision (Plaza on the Avenue 3rd Addition) and a partial vacation of an existing utility easement. These items are being reviewed concurrently with the PUD rezoning to facilitate the proposed site layout, including consolidation of existing lots and accommodation of the EV charging area.

The subdivision plat with easement vacation will require City Council approval. Final plat documents and associated certificates will be required to comply with all applicable subdivision regulations prior to recording.

ANALYSIS / REVIEW CRITERIA

35-2205(b)(2) Approval Criteria

a. The Comprehensive Plan, Major Street Plan and other adopted plans and policies;
b. The rezoning criteria provided in Sec. 35-2203(c);
c. The PUD requirements of Division ~~6~~ [7] of Article III;
d. The applicable corridor guidelines and other overlay districts;
e. Adequate public services and facilities being provided concurrent with the projected impacts of the development;
f. Adequate circulation and access being provided to serve all development pods/areas to be developed;
g. Appropriate screening and buffering of adjacent property and uses being provided;
h. An appropriate range of intensity/density of uses for the entire property or for each development pod/area to be developed;
i. An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed; and
j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

In determining whether the proposed map amendment shall be approved, the following factors shall be considered:

(1) Whether the existing text or zoning designation was in error at the time of adoption.

The subject tract was reclassified in the 2006 comprehensive zoning map amendment from "B-2" General Retail Business District to "NC" Neighborhood Center District. The amendment was consistent with the *2001 Comprehensive Plan, Future Land Use Plan* designation of Commercial. No error is evident at that time. The underlying "NC" Neighborhood Center zoning would not change as a result of approval of the request, but overlaying it with the Planned Unit Development designation will allow for an added measure of flexibility.

(2) Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.

The Avenue of the Cities Corridor Plan 2019 update to the 2001 Comprehensive Plan notes that the broader subject site (including the former Aldi grocery store) is ripe for redevelopment. Even prior the plan update, the City and Dolan Commons, LLC entered into a Development Agreement (Resolution No. 4048-2016, dated 2016.08.23) in which it was agreed that the developer would "…develop the site with a mix of retail, restaurant and other commercial uses; and a multi-tenant residential building;" the Agreement was modified and extended (Resolution No. 1130-2025, dated 2025.08.05), but it only covers the undeveloped portions remaining (comprising the proposed commercial building with a drive-through and the proposed residential apartment building). In staff's view, the request reflects the continued implementation of the redevelopment plans that began in 2016.

(3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

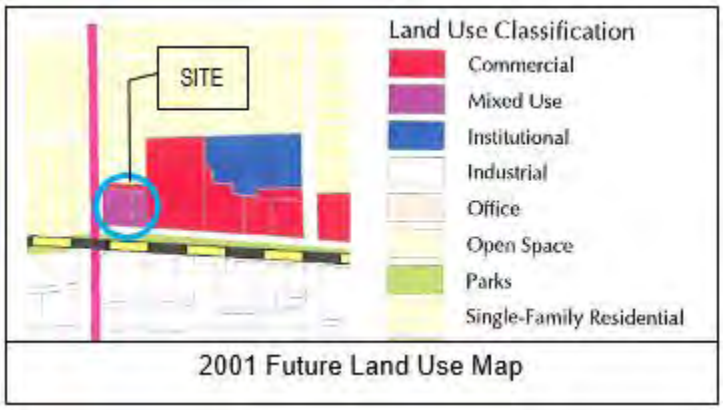
The proposed reclassification to "NC-PUD" Neighborhood Center, Planned Unit Development District zoning is being reviewed by the developer and by the City of Moline Engineering and Stormwater/Utilities Departments. By meeting the City standards, the proposed rezoning and redevelopment will not have any significant impact on streets, storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

(4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted

plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines.

Planned Unit Developments, such as the present petition, are required under the review criteria of Section 35-2205(c)(2) as well as the reclassification of zoning review criteria in Section 35-2203(c)(4) to conform with the Comprehensive Plan (CP). Two parts of the CP are applicable: The *2001 Comprehensive* Plan and the *Avenue of the Cities Corridor Plan (AOCC Plan)*. The land use classification shown in the *2001 Comprehensive Plan Future Land Use Map* shows MIXED USE as the desired use. The *Avenue of the Cities Corridor Plan Future Land Use Map* indicates NEIGHBORHOOD COMMERCIAL and COMMERCIAL the desired uses. The proposed change to add the Planned Unit Development zoning refinement is not in conflict with this land use designation. The AOCC Plan does not further define what NEIGHBORHOOD COMMERCIAL is. The future land use "*map shows the future land uses, in addition to the five character zones, throughout the Avenue of the Cities Corridor. The plan does not envision a significant change of land use patterns along the Corridor*."





(5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone.

Adequate, high-quality public facilities and services are presently available in this area. Any utilities or infrastructure that may need upgrading will be mainly on the subject

property and in the boulevard adjacent to the subject property and will be provided by the developer.

(6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs.

The length of time the site has remained vacant suggests that reclassification to "NC-PUD" Neighborhood Center, Planned Unit Development District zoning is appropriate. That the developer has proposed a viable redevelopment project likewise supports the case for reclassification of the zoning.

(7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning.

In Staff's opinion, this application is supported by the Comprehensive Plan, and it supports the City's the following 2026-2029 Strategic Plan goals and objectives:

Pillar #1/Housing: *Addresses the full spectrum of housing needs in our community, including affordable housing, homelessness prevention, equitable access and inclusion, sustainable building practices, support for homeownership, and a strong, stable housing market. It aims to ensure that all residents have safe, accessible and diverse housing options that contribute to thriving neighborhoods.* Goal 2.1–*Stabilize and Grow Moline's Population through Improved Housing Opportunities*. Objective 2.1.A–*Increase Availability for All Housing Categories*.
Pillar #3/Economy: *Economic development is the foundation of a healthy community. Living wage jobs, equity and inclusion for women and minority groups, nurturing and growing small business, attracting new business, retaining existing long-standing business, and the environment encompass this pillar*. Goal 3.1–*Enhance the City's Economic Development Environment*; Objective 3.1.B–*Facilitate the Start, Expansion, and Retention of Small Businesses*; and Objective 3.1.E–*Develop Incentives to Attract New Housing*. And again, the requests comports with the Development Agreement outlined in Criterion #2 above.

Comprehensive Plan Consistency

The proposed Planned Unit Development (PUD) is generally consistent with the goals and policies of the City of Moline Comprehensive Plan.

The subject property is located along the Avenue of the Cities corridor, which is identified in the Comprehensive Plan as an important commercial and redevelopment corridor. The proposed development supports the Plan's goals of:

- Encouraging reinvestment and redevelopment of underutilized commercial properties
- Promoting mixed-use development patterns that integrate residential and commercial uses

- Enhancing corridor aesthetics and functionality through improved site design, landscaping, and building quality
- Supporting multimodal transportation and walkability, particularly along key corridors

The project includes a combination of commercial and residential uses in a coordinated site plan, which aligns with the Plan's emphasis on efficient land use, compatible transitions between uses, and economic development opportunities.

Additionally, the inclusion of electric vehicle charging infrastructure supports broader sustainability and infrastructure goals identified in City planning efforts.

Overall, the proposed PUD represents a context-sensitive redevelopment that is consistent with the intent of the Comprehensive Plan.

Avenue of the Cities Corridor Plan

The subject property is located within the Avenue of the Cities Corridor, which has been identified as a key area for reinvestment and redevelopment.

The corridor plan promotes:

- Mixed-use development patterns
- Enhanced site design and building aesthetics
- Improved pedestrian connectivity and walkability
- High-quality commercial development along the corridor frontage

The proposed development is consistent with these objectives by:

- Locating commercial uses along Avenue of the Cities, reinforcing the corridor as a commercial spine
- Positioning the residential component to the north, providing an appropriate transition to adjacent residential neighborhoods
- Incorporating pedestrian connections and site circulation improvements
- Enhancing the site with landscaping and modern development elements, including EV charging infrastructure

The project represents a reinvestment in a previously developed site and contributes to the long-term vision of the corridor as an active, attractive, and economically viable area.

The proposed PUD advances multiple adopted planning objectives and represents a coordinated redevelopment that would not likely be achievable under conventional zoning.

STAFF RECOMMENDATION

Staff recommends approval of the reclassification of Zoning from "NC" Neighborhood Center District to "NC PUD" Neighborhood Center District Planned Unit Development to allow "Sales and Service, In-Vehicle", "Outdoor Dining", "Charging Stations" and "Multi-Family Residential" for the Dolan Commons Phase II and Phase III, subject to the conditions outlined below.

Conditions of Approval

General / PUD Compliance

1. All proposed land uses shall comply with the applicable standards of the Moline Zoning and Land Development Code, including but not limited to Sec. 35-3405(h), Sec. 35-3408(g), Sec. 35-5100, and Sec. 35-3414(8).

Site Plan + Design

2. Final site plan, building design, unit layout, and parking shall be reviewed for compliance with applicable code requirements prior to issuance of building permits.
3. Final building elevations, materials, and balcony design shall comply with Sec. 35-3308(f) and all applicable setback and bufferyard requirements.

Access / Circulation

4. The final site plan shall demonstrate compliance with minimum throat length requirements for access drives, or the applicant shall obtain approval of a deviation as part of the PUD.

Landscaping

5. Final landscaping plans shall demonstrate full compliance with Article 5, Division 2 – Landscaping and Bufferyard Standards, including:
    - Installation of a Type B bufferyard along the north property line
    - Replacement of non-compliant tree species
    - Compliance with street frontage tree requirements

Subdivision + Easement Vacation

6. The final subdivision plat and easement vacation shall be subject to City Council approval and shall comply with all applicable subdivision and platting requirements prior to recording.
7. All legal descriptions shall reference the current recorded plat, "Plaza on the Avenue 2nd Addition," and be subject to review and approval prior to recording.

Utilities / Infrastructure

8. The applicant shall coordinate with the City of Moline Utilities Division to verify sanitary sewer conditions and complete any required improvements prior to connection.
9. The development shall comply with all applicable Engineering standards and requirements, including final utility coordination.

Stormwater

10. The development shall comply with all applicable stormwater management requirements, including evaluation of net impervious area and any required mitigation measures.

Fire Department

11. The development shall comply with all Fire Department requirements, including hydrant and FDC placement, emergency access, and impact protection measures.

Building / Permits

12. The applicant shall obtain all required building permits and approvals, including grading and foundation permits, prior to construction.

Screening / Operations

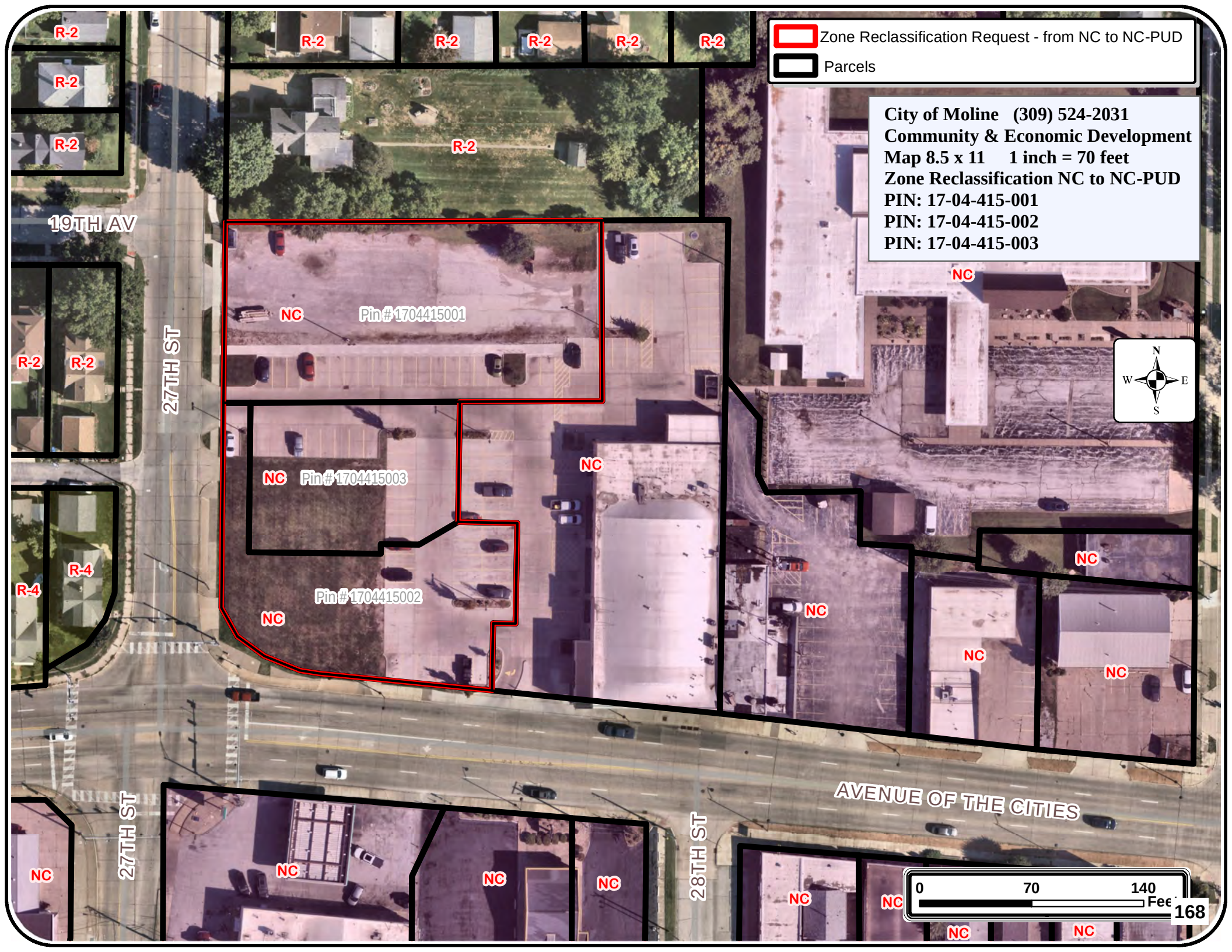
13. All dumpsters and refuse areas shall be fully screened in accordance with City requirements.
14. All ground and roof-mounted mechanical equipment shall be screened in accordance with Sec. 35-5502 and shall not project more than three (3) feet into required setbacks.

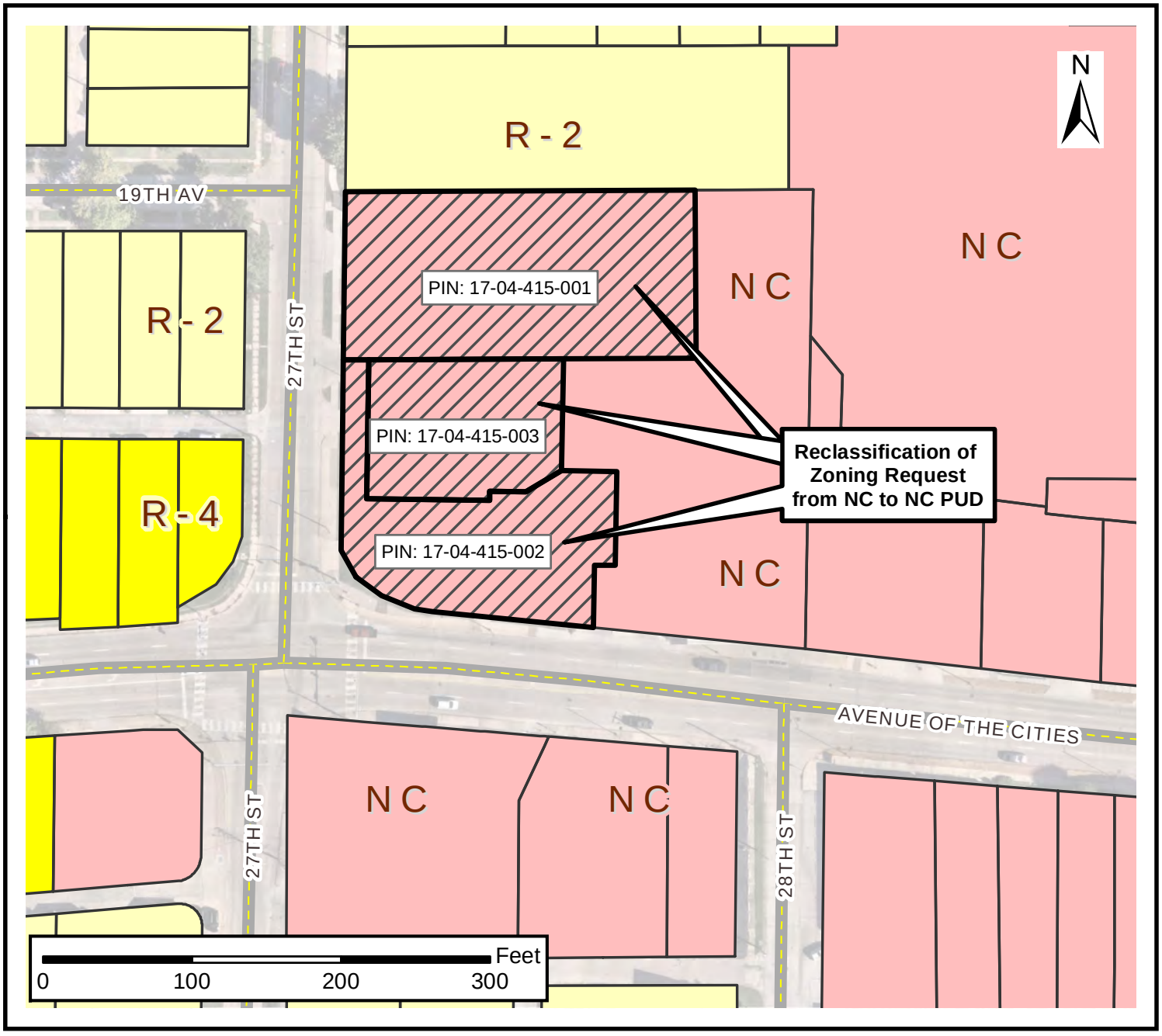
Signage

15. All signage shall comply with the City of Moline Sign Code and shall require separate sign permits.

ATTACHMENTS

1. Parcel Map
2. Zoning Map
3. Dolan Rezoning Exhibit
4. Site & Utility Plan
5. Grading & Erosion Plan
6. Commercial Pavement Plan
7. Residential Pavement Plan
8. Site Photometric Plan
9. Landscape Plan
10. Elevations Multi-Family
11. Elevations Retail
12. Plaza on the Avenue 3rd Addition – Submitted for Minor Subdivision and Easement Vacation
13. Plaza on the Avenue 2nd Addition – Plat Recorded February 28, 2017
14. Development and Economic Incentive Agreement Approved August 5, 2025
15. Public Notice and Newspaper Affidavit
16. Affidavit of Notices
17. Parcels within 250 feet
18. Application for Planned Unit Development (PUD) Final Plan
19. Application for Minor Subdivision
20. Interested Parties Form


Zone Reclassification Request - from NC to NC-PUD
Parcels
City of Moline (309) 524-2031
Community & Economic Development
Map 8.5 x 11 1 inch = 70 feet
Zone Reclassification NC to NC-PUD
PIN: 17-04-415-001
PIN: 17-04-415-002
PIN: 17-04-415-003
19TH AV
27TH ST
28TH ST
AVENUE OF THE CITIES
Pin # 1704415001
Pin # 1704415003
Pin # 1704415002
R-2
R-4
NC
N
W
E
S
0
70
140
Feet
168



2026-05-PC
Zoning Reclassification Request
Planned Unit Development (PUD)

Applicant:	Axiom Consultants, LLC
Owner:	Dolan Commons, LLC
Property PINs	17-04-415-001, 002 and 003
Address:	2701-2715 Avenue of the Cities
Current Zoning:	"NC" Neighborhood Center District
Requested Zoning:	"NC PUD" Neighborhood Center Planned Unit Development
Request Area:	1.25 acres (approximately)

Request: RECLASSIFICATION OF ZONING from "NC" Neighborhood Center District to "NC PUD" Neighborhood Center Planned Unit Development

PLAN COMMISSION: 2026 March 25th

Map: Community and Economic Development Department

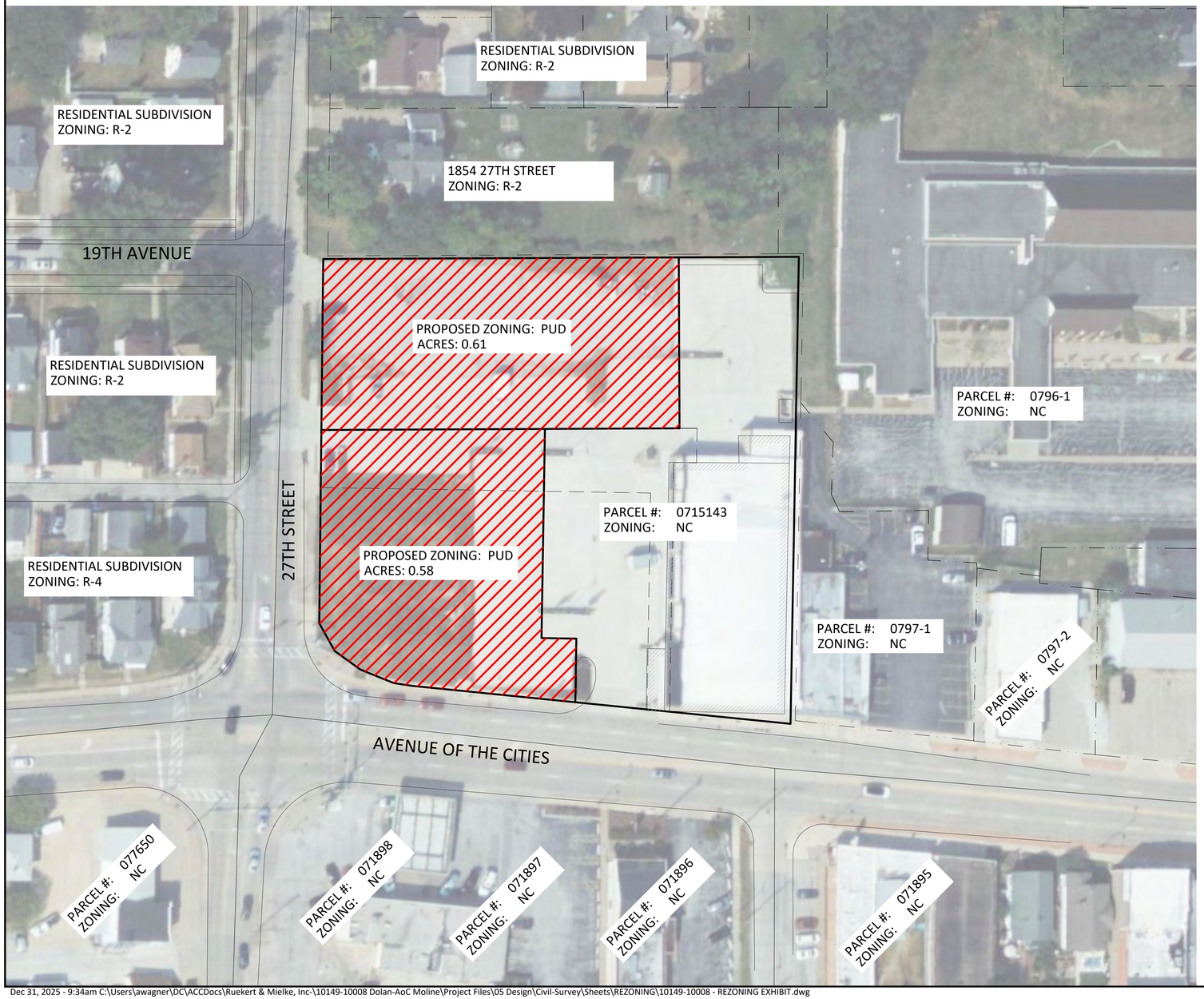
ZONING

- "R-2" One-Family Residence District
- "R-2 PUD" One-Family Residence District Planned Unit Development
- "R-4" One to Six Family Dwelling District
- "R-6" Multi-Family Residence District
- "R-6 PUD" Multi-Family Residence District Planned Unit Development
- "R-7" Mobile Home Park District
- "B-1" Neighborhood Business District
- "B-2" Central Business District
- "B-3" Community Business District
- "B-3 PUD" Community Business District Planned Unit Development
- "B-4" Highway/Intensive Business District
- "B-4 PUD" Highway/Intensive Business District Planned Unit Development
- "I-1" Light Industrial District
- "I-2" General Industrial District
- "NC" Neighborhood Center District
- "O-1" Office District
- "ORT" Office/Research Park and Technology District
- "AG-2" General Agricultural District
- "C-2" Conservation District

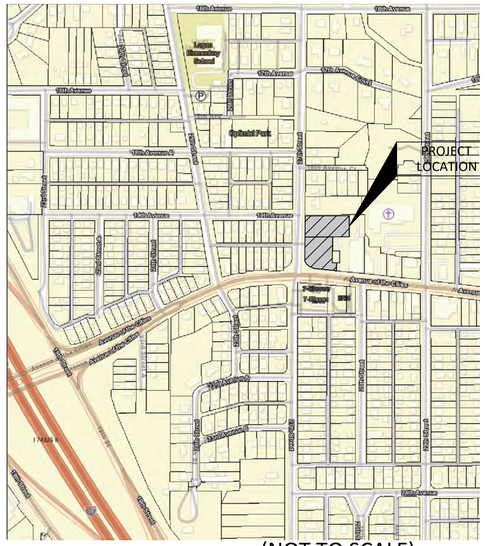
REZONING EXHIBIT

AVENUE OF THE CITIES

MOLINE, IOWA



PROJECT LOCATION MAP:



(NOT TO SCALE)

APPLICANT INFORMATION:

APPLICANT:	**PREPARED B**
DOLAN COMMONS, LLC	AXIOM CON
C/O KEVIN DOLAN	C/O BRIAN E
2660 E 53RD STREET, SUITE 2	300 S. CLINT
DAVENPORT, IOWA 52807	IOWA CITY, I
563-381-4088	319-519-622
KEVIN@DOLANCORP.COM	BBOELK@AX

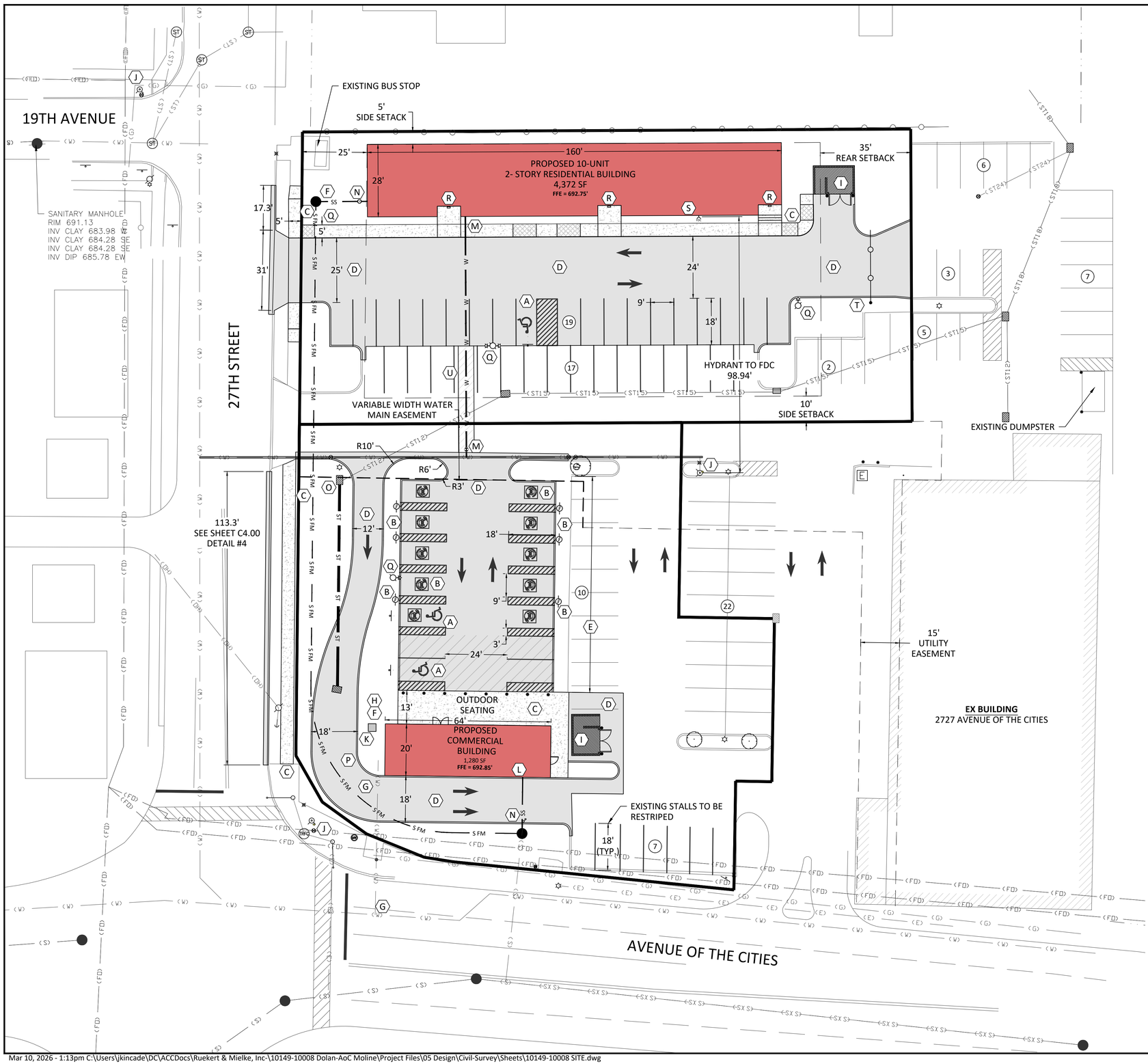
LEGAL DESCRIPTION:

LOT 1 AND LOT 2 AS DESCRIBED IN FINAL PLAT OF SUBDIVISION OF PL
CITY OF MOLINE. BOOK 48 PAGE 208.

DESCRIBED PARCELS CONTAINS 1.19 ACRES AND IS SUBJECT TO EASEM
OF RECORD.

ZONING INFORMATION:

CURRENT ZONING:	NC	(NEIGHBORHOOD COMMERCIAL)
PROPOSED ZONING:	PUD	(PLANNED UNIT DEVELOPMENT)



SITE PLAN KEYNOTES

- (A) PROPOSED ADA STALL (2 TOTAL).
- (B) PROPOSED EV CHARGING STALL (10 TOTAL) W (6 TOTAL).
- (C) PROPOSED SIDEWALK PCC. REFER TO DETAIL #
- (D) PROPOSED ROADWAY PCC. REFER TO DETAIL
- (E) PROPOSED 84 LF OF BARRIER CURB TO BE INS EDGE WITH DOWELS. SAW CUT NEW CURB A DETAIL #3, SHEET C4.00.
- (F) PROPOSED GRINDER PUMP LOCATION. FINAL DESIGN-BUILD PLUMBING ENGINEER. PLUMB FORCEMAIN DIAMETER AND MATERIAL. CON PRIVATE FORCEMAIN TO THE PROPOSED PRIV FITTINGS AS NECESSARY AND MAINTAIN HORI CLEARANCES PER CITY OF MOLINE STANDARD
- (G) EXISTING 60' WATER SERVICE.
- (H) PROPOSED ELECTRICAL TRANSFORMER.
- (I) PROPOSED DUMPSTER ENCLOSURE WITH BOL PLANS.
- (J) EXISTING FIRE HYDRANT.
- (K) PROPOSED DRIVE THRU ORDER BOARD AND S
- (L) PROPOSED DRIVE THRU PICK UP WINDOW.
- (M) PROPOSED 93 LF 6" FIRE SERVICE LINE, SPLIT I SERVICE. CONNECT TO EXISTING MAIN WITH BORE UNDER EXISTING PAVEMENT.
- (N) PROPOSED 6" SANITARY SERVICE, CONNECT T INSTALL CLEANOUT.
- (O) PROPOSED 81 LF 12" RCP STORM SEWER @ 1. STORM INTAKE AT I.E. 687.96.
- (P) PROPOSED STORM GRATE AREA INTAKE. CON AT I.E. 688.87.
- (Q) PROPOSED LIGHT POLE. REFER TO SITE PHOT
- (R) PROPOSED BUILDING MOUNTED LIGHT FIXTU PLAN E1.00.
- (S) PROPOSED FIRE DEPARTMENT CONNECTION, DOCUMENTS TO VERIFY LOCATION OF FDC AN HYDRANT.
- (T) PROPOSED GATE WITH ASSOCIATED KNOX BO TO ALLOW FOR FIRE TRUCK ACCESS & MANEU AND PROPOSED PARKING LOT AREAS.
- (U) REMOVE AND REPLACE PAVEMENT AS NEEDE WATERMAIN EXTENSION TO NORTH RESIDEN

NOTES:

1. VARIABLE WIDTH WATER MAIN EASEMENT T WATERMAIN. 15' MINIMUM WIDTH AT WES INCREASES AS MOVING EAST ALONG WATER

19TH AVENUE

27TH STREET

AVENUE OF THE CITIES

EXISTING BUS STOP

SANITARY MANHOLE
RIM 691.13
INV CLAY 683.98 W
INV CLAY 684.28 SE
INV CLAY 684.28 SE
INV DIP 685.78 EW

PROPOSED 10-UNIT
2- STORY RESIDENTIAL BUILDING
4,372 SF
FFE = 692.75'

PROPOSED
COMMERCIAL
BUILDING
1,280 SF
FFE = 692.85'

OUTDOOR
SEATING

VARIABLE
WIDTH
EASEMENT

EXISTING DUMPSTER

EX BUILDING
2727 AVENUE OF THE CITIES

KEYNOTES

- (A) INSTALL STABILIZED CONSTRUCTION ENTRAN
- (B) PROVIDE SANITATION FACILITY (PORTABLE RE
- (C) PROVIDE CONCRETE WASHOUT.
- (D) PROVIDE ENCLOSURE FOR STORAGE OF DOCU (PERMITS, SWPPP, INSPECTION FORMS, ETC.) (MAY BE WITHIN JOB TRAILER)
- (E) JOB TRAILER, IF APPLICABLE.

LEGEN

- SILT FENCE OR 1 INSTALL PRIOR T
- CONSTRUCTION
- CONCRETE WASI
- 9" FILTER SOCK-I COMPLETION OF
- INLET PROTECTI
- GRADING LIMITS

NOTES:

1. ALL AREAS NOT SHOWN AS PAVE SEEDING SHALL BE STABILIZED W

STORMWAT

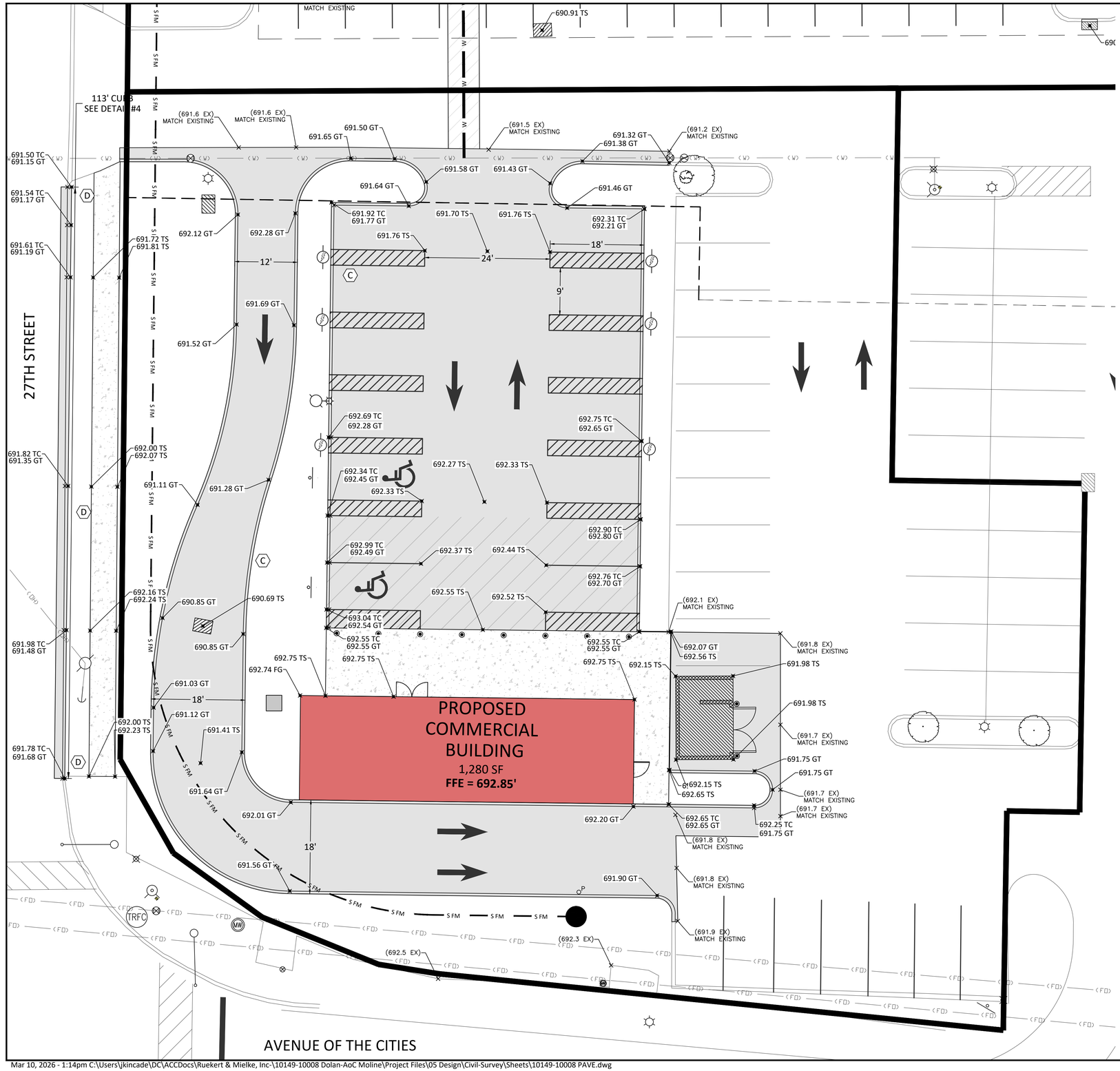
SITE AREA: THE
WHICH 0.80 AC
CONSTRUCTION

DISTURBED ARE
PERMIT 2 (GP2)

RECEIVING WAT
FLOW INTO THE

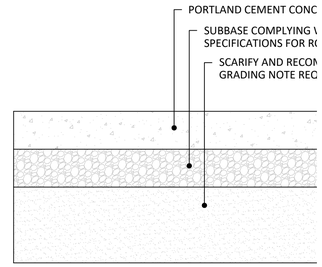
STORMWATER POLLUTION PREVENTI

THE STORMWATER POLLUTION PREVENTION P
CONSTRUCTION SITE AT ALL TIMES FROM THE
TO THE DATE OF FINAL STABILIZATION. THE CO
SWPPP PER THE REQUIREMENTS OF GENERAL F
OPERATORS/CONTRACTORS WORKING ONSITE
STATEMENT PROVIDED AND WILL BECOME CO-
PERMIT NO. 2 FOR THIS SITE. ALL OPERATORS/
SHALL BE SUPPLIED A COPY OF THE SWPPP BY T
FAMILIAR WITH ITS CONTENTS. THE SWPPP MU
SHOW CURRENT EROSION CONTROL PRACTICES
GENERAL PERMIT NO. 2. UPDATED VERSIONS O
ALL OF THE OPERATORS/SUBCONTRACTORS W
MADE TO THE SWPPP. IT WILL BE THE DUTY OF
THESE REQUIREMENTS ARE MET.



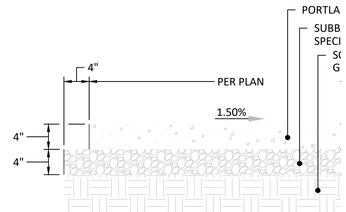
PAVEMENT PLAN KEYNOTES

- (A) PROPOSED ROADWAY PCC. REFER TO DETAIL #1.
- (B) PROPOSED SIDEWALK PCC. REFER TO DETAIL #2.
- (C) PROPOSED CURB REPLACEMENT SECTION. REFER TO DET
- (D) PROPOSED CURB REPLACEMENT SECTION. REFER TO DET



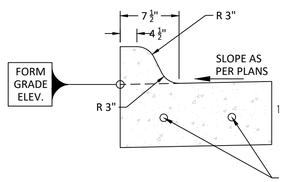
STANDARD DUTY PAVEMENT SE

NOT TO SCALE



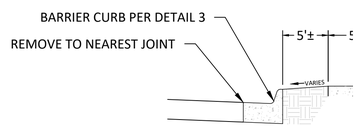
TYPICAL SIDEWALK

NOT TO SCALE



B-6 BARRIER CURB PER IDOT 606

NOT TO SCALE

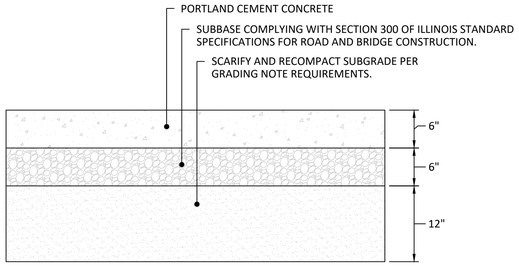


27TH ST CURB REPLACEMENT SE

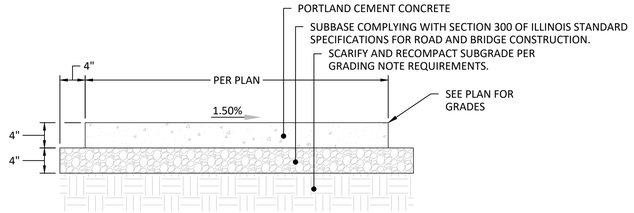
NOT TO SCALE

PAVEMENT KEYNOTES

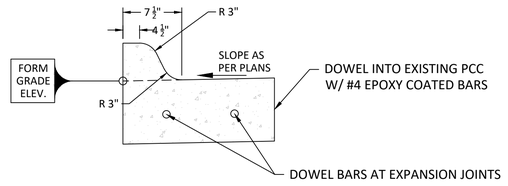
- (A) PROPOSED ROADWAY PCC. REFER TO DETAIL #1.
- (B) PROPOSED SIDEWALK PCC. REFER TO DETAIL #2.
- (C) DRIVEWAY PCC TO BE 7" THICK TO PROPERTY LINE.



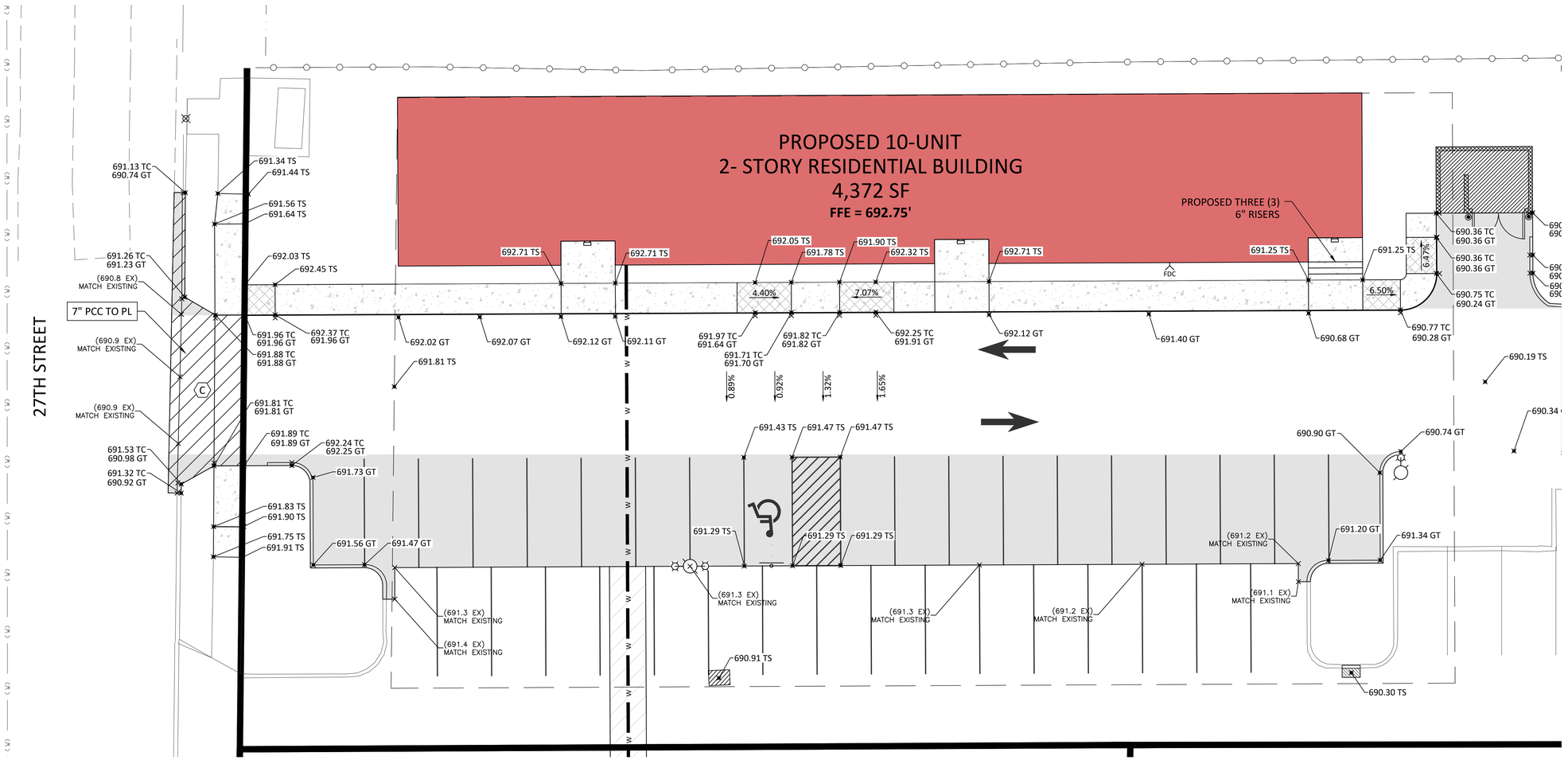
STANDARD DUTY PAVEMENT SECTION — 1
NOT TO SCALE



TYPICAL SIDEWALK — 2
NOT TO SCALE



B-6 BARRIER CURB PER IDOT 606001-08 — 3
NOT TO SCALE



EXISTING BUS STOP

19TH AVENUE

27TH STREET

SANITARY MANHOLE
RIM 691.13
INV CLAY 683.98 W
INV CLAY 684.28 SE
INV CLAY 684.28 SE
INV DIP 685.78 EW

PROPOSED 10-UNIT
2- STORY RESIDENTIAL BUILDING
4,372 SF
FFE = 692.75'

PROPOSED
COMMERCIAL
BUILDING
1,280 SF
FFE = 692.85'

OUTDOOR
SEATING

EXISTING DUMPSTER

15'
UTILITY
EASEMENT

EX BUILDING
2727 AVENUE OF THE CITIES

AVENUE OF THE CITIES

GENERAL NOTES:

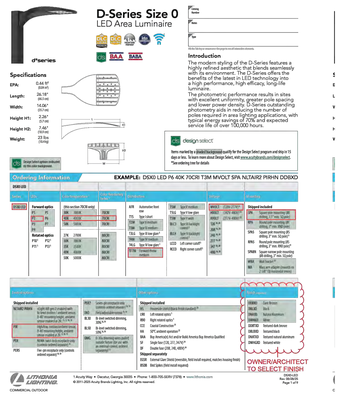
1. THE ELECTRICAL WORK SHALL BE INSTALLED IN
AND ALL APPLICABLE LOCAL CODES.
2. CONTRACTOR SHALL FURNISH, INSTALL AND C
THIS WORK UNLESS OTHERWISE NOTED.
3. ELECTRICAL CONTRACTOR TO VERIFY AVAILABL
4. CONTRTOLS ARE NOT PROVIDED AS PART OF T
CONTROLS WITH ENGINEER/CONTRACTOR FOF
5. INSTALL CONDUIT AND CONDUCTORS TO EACH
AVAILABLE VOLTAGE. CONFIRM AVAILABLE VO
BUILDING.
6. POLE-MOUNTED FIXTURES TO BE PROVIDED W
TO 30% OUTPUT ILLUMINANCE AT DUSK. POLE
BRIGHTNESS UPON MOTION DETECTED BY SEN

LIGHTING PLAN KEYNOTES:

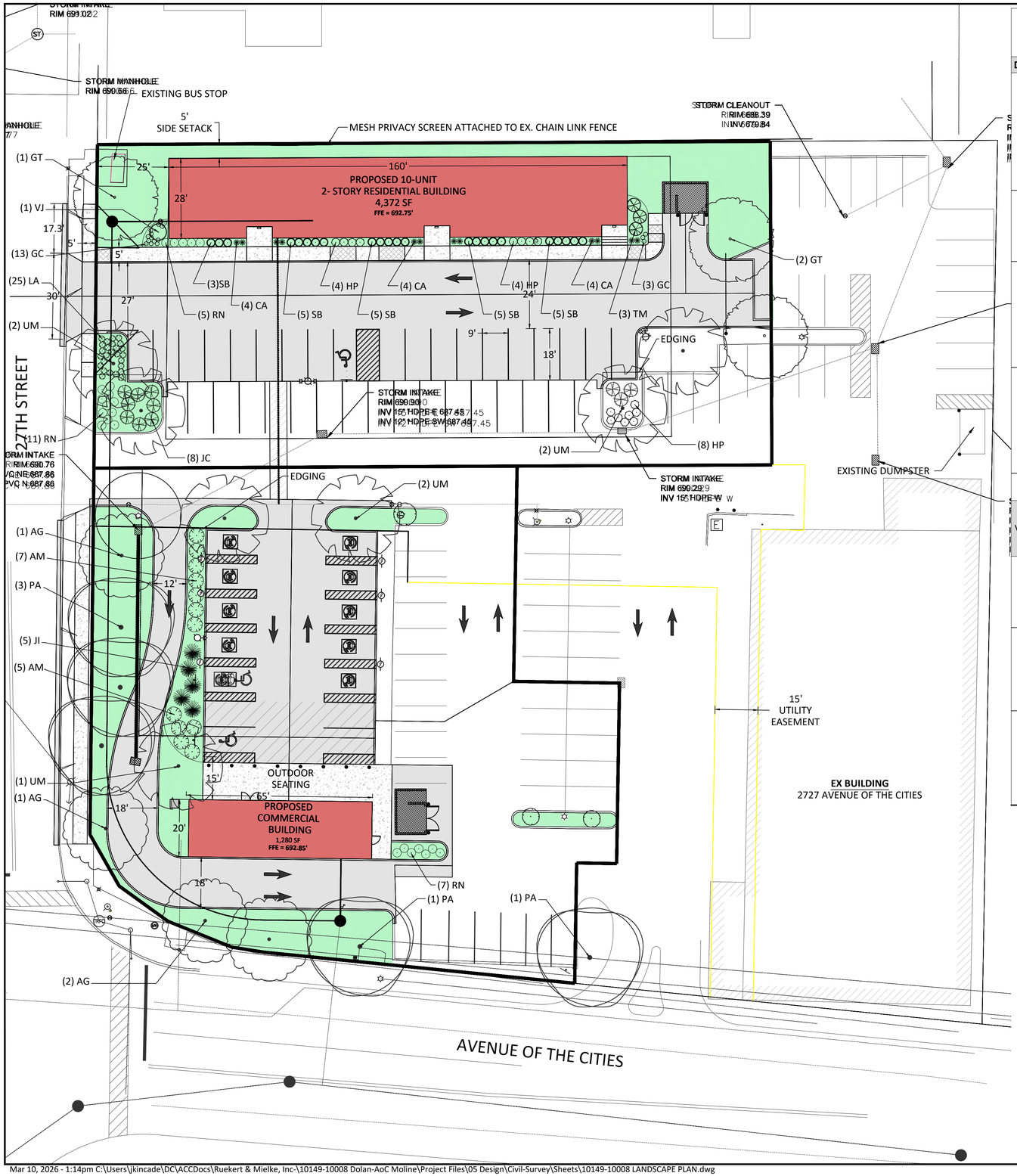
1. L1: AREA LUMINAIRE
MANUFACTURER: LITHONIA
MODEL #: DSX0-LED-P2-40K-70CRI-TFTM-TV
MOUNTING: 22' 6" POLE & 2' 6" BASE
LUMENS: 12,632 LM
WATTAGE: 90W

2. L1: AREA LUMINAIRE
MANUFACTURER: LITHONIA
MODEL #: DSX0-LED-P3-40K-70CRI-T4M
MOUNTING: 22' 6" POLE & 2' 6" BASE
LUMENS: 8,926 LM
WATTAGE: 69W

3. L3: WALLPACK
MANUFACTURER: LITHONIA
MODEL #: ARC1-LED-P1-40K
MOUNTING: WALL | 8'
LUMENS: 1,454 LM
WATTAGE: 11W



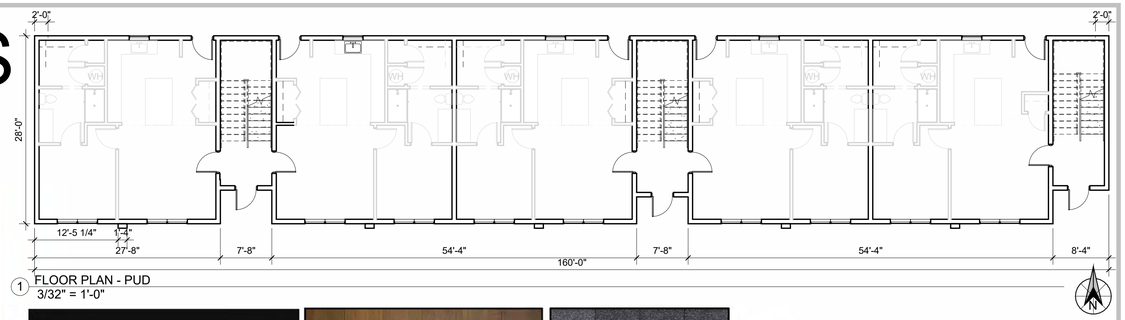




ID	QTY.	BOTANICAL/COMMON NAME	SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
PA	6	Platanus x acerifolia 'Morton Circle' EXCLAMATION LONDON PLANETREE	2 IN. CALIPER	BB	SEE PLAN	
UM	7	Ulmus 'Homestead' HOMESTEAD ELM	2 IN. CALIPER	BB	SEE PLAN	
AG	3	Aesculus glabra 'JN Select' EARLY GLOW OHIO BUCKEYE	2 IN. CALIPER	BB	SEE PLAN	
GT	3	Gleditsia triacanthos var. inermis 'Impcole' IMPERIAL HONEYLOCUST	2 IN. CALIPER	BB	SEE PLAN	
DECIDUOUS SHRUBS						
VJ	1	Viburnum x juddii JUDD VIBURNUM	24"	CG	SEE PLAN	
RN	23	Rosa x 'Nearly Wild' NEARLY WILD ROSE	24"	CG	SEE PLAN	
SB	16	Spiraea betulifolia 'Tor' TOR BIRCHLEAF SPIREA	24"	CG	SEE PLAN	
AM	12	Aronia melanocarpa var. elata GLOSSY BLACK CHOKEBERRY	24"	CG	SEE PLAN	

27TH & AVENUE OF THE CITIES





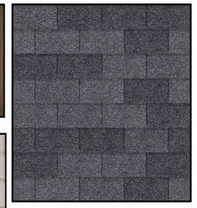
1 FLOOR PLAN - PUD
3/32" = 1'-0"



"BLACK" KAWNEER FINISH #29, AAM10C21A44



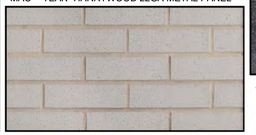
MAC - "TEAK" HARRYWOOD 22GA METAL PANEL



ASPHALT SHINGLES - MANUF. TBD



HARDIE - "SLATE GREY" VERTICAL PLANK SIDING



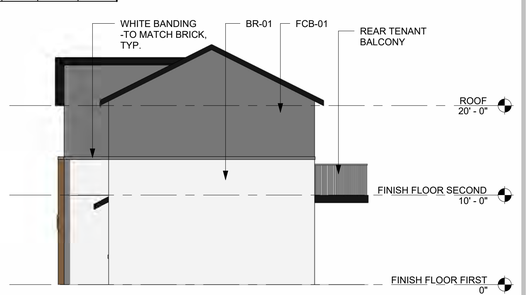
GLEN GARY "SILVER CITY WIRECUT" EXTRUDED FACEBRICK, WIRECUT

EXTERIOR MATERIAL LEGEND

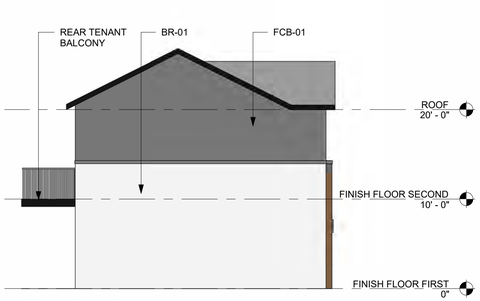
ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	DESIGN REVIEW FACADE CALCULATION NORTH 3295 SF	EAST 712 SF	SOUTH 3603 SF	WEST 675
METAL TRIM - TYP.	TBD	"BLACK" KAWNEER FINISH #29, AA-M10C21A44, ARCHITECTURAL CLASS I (OR EQUAL)	120 SF 4%	30 SF 4%	89 SF 3%	22 SF 3%
BR-01	TBD	"SILVER CITY WIRECUT" THIN BRICK, EXTRUDED, WIRECUT TEXTURE [THIN NATURAL BRICK]	0 SF ~%	401 SF 56%	1614 SF 45%	401 SF 59%
ACM-01	MAC METAL	"TEAK" HARRYWOOD METAL PANEL, HIDDEN FASTENERS & MATCHING TRIM [ARCHITECTURAL METAL]	0 SF ~%	9 SF 1%	521 SF 15%	9 SF 1%
FCB-01	JAMES HARDIE	"SLATE GREY" VERTICAL PLANK SIDING SYSTEM	2680 SF 82%	272 SF 39 %	882 SF 24%	244 SF 36%
PT-01	TBD	PAINT TO MATCH ADJACENT CLADDING, HOLLOW METAL DOOR & FRAME	256 SF 8%	0 SF ~%	211 SF 6%	0 SF ~%
GLAZING	TBD	TRANSPARENT GLAZING SYSTEM PER WINDOW/DOOR MFG	229 SF 6%	0 SF ~%	286 SF 7%	0 SF ~%



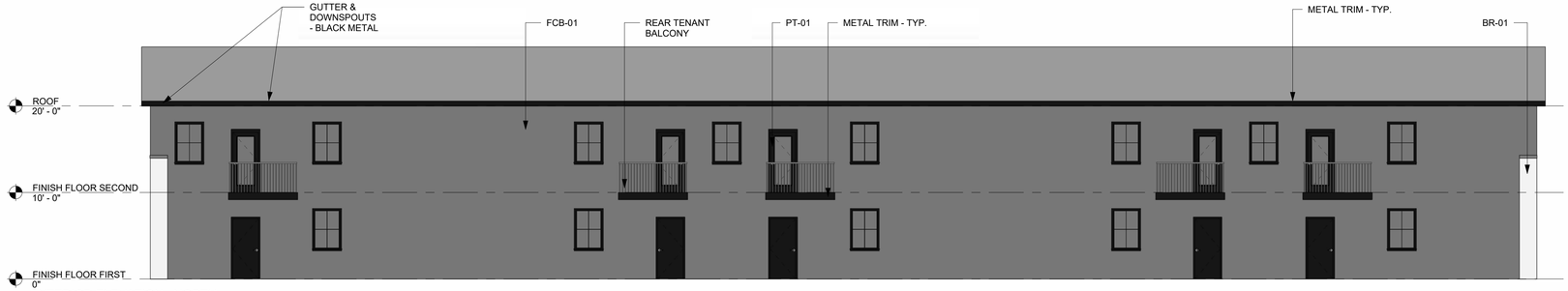
2 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS



3 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST
1/8" = 1'-0" ADHERES TO 35-5501(2)(C) "VISUAL INTEREST" REQTS



5 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

NOT FOR CONSTRUCTION

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STREAMLINE ARCHITECTS

www.streamlinearchitects.com

STREAMLINE ARCHITECTS, LLC
ANDREW DASSO, AIA
1800 RIVER DRIVE
MOLINE, IL 61265
(563) 345-2724

PROJECT CONTACT:
LUZ UPEGUI
(309) 558-8628
luz@streamlinearchitects.com

HENRY LINGAFELTER
(618) 741-0057
henry@streamlinearchitects.com

NO.	DESCRIPTION	DATE

DOLAN HOMES LLC

MOLINE MULTIFAMILY

27TH STREET & 19TH AVE
MOLINE, IL

Project number	24-180
Date	03/09/2026
Drawn by	HL
Checked by	LU

EXTERIOR ELEVATIONS

PUD100

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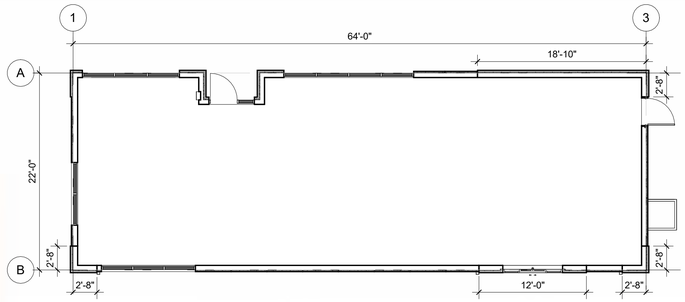
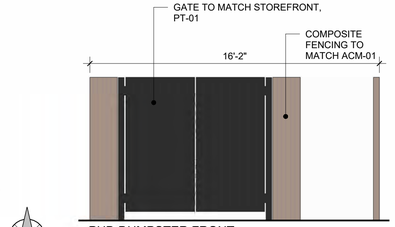
27TH & AVENUE OF THE CITIES



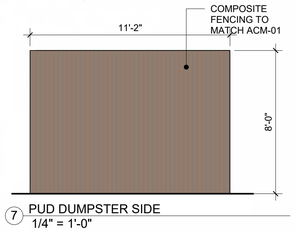
RENDERING FOR REFERENCE ONLY - NOT TO SCALE



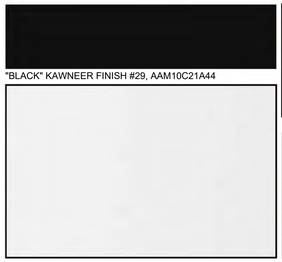
1 FLOOR PLAN PUD
1/8" = 1'-0"

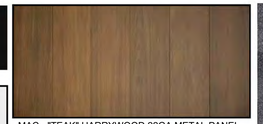


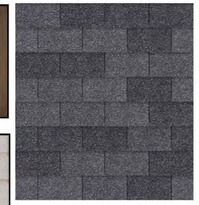
6 PUD DUMPSTER FRONT
1/4" = 1'-0"



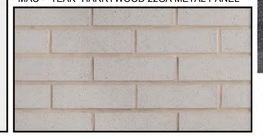
7 PUD DUMPSTER SIDE
1/4" = 1'-0"


"BLACK" KAWNEER FINISH #29, AAM10C21A44


MAC - "TEAK" HARRYWOOD 22GA METAL PANEL

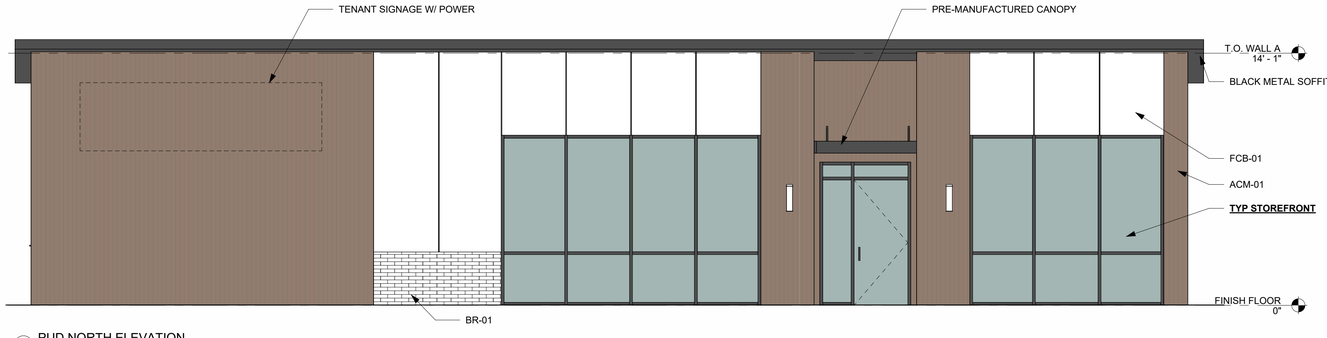

ROOF - ASPHALT SHINGLES - MANUF. TBD

JAMES HARDIE - "JASMINE WHITE" HARDIE PANEL, 4' X 8'

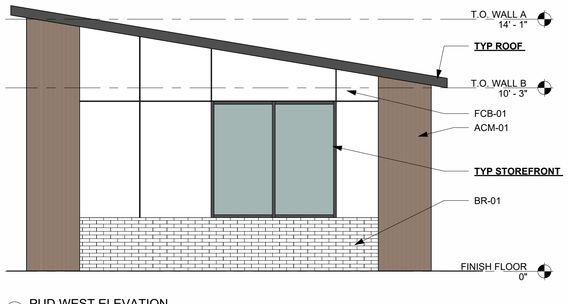

GLEN GARY "SILVER CITY WIRECUT" EXTRUDED FACEBRICK, WIRECUT

EXTERIOR MATERIAL LEGEND

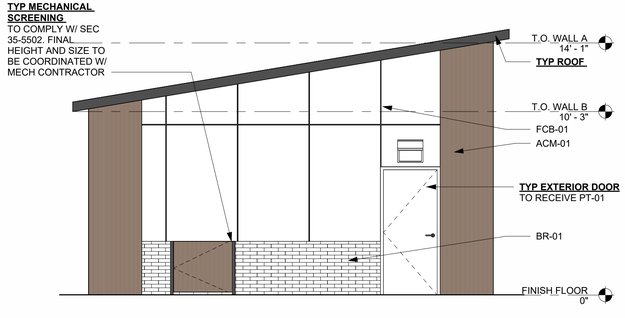
ITEM	MANUFACTURER	MATERIAL SPECIFICATIONS	DESIGN REVIEW FACADE CALCULATION NORTH 915 SF	EAST 275 SF	SOUTH 670 SF	WEST 275 SF
TYP. STOREFRONT	KAWNEER (OR EQUAL)	"BLACK" KAWNEER FINISH #29, AA-M10C21A44, ARCHITECTURAL CLASS I (OR EQUAL)	240 SF 26%	0 SF ~%	92 SF 13%	45 SF 16%
BR-01	GLEN-GERY	"SILVER CITY WIRECUT" BRICK, EXTRUDED, WIRECUT TEXTURE [THIN NATURAL BRICK]	21 SF 2%	40 SF 15%	140 SF 21%	50 SF 18%
ACM-01	MAC METAL	"TEAK" HARRYWOOD 22GA METAL PANEL, HIDDEN FASTENERS & MATCHING TRIM [ARCHITECTURAL METAL]	410 SF 45%	72 SF 26%	136 SF 20%	72 SF 26%
FCB-01	JAMES HARDIE	"JASMINE WHITE" HARDIE PANEL 4' X 8' [FIBER CEMENT PANEL]	244 SF 27%	139 SF 50 %	302 SF 46 %	108 SF 40 %
PT-01	BENJAMIN MOORE	PAINT TO MATCH ADJACENT CLADDING, HOLLOW METAL DOOR & FRAME	0 SF ~%	24 SF 9%	0 SF ~%	0 SF ~%



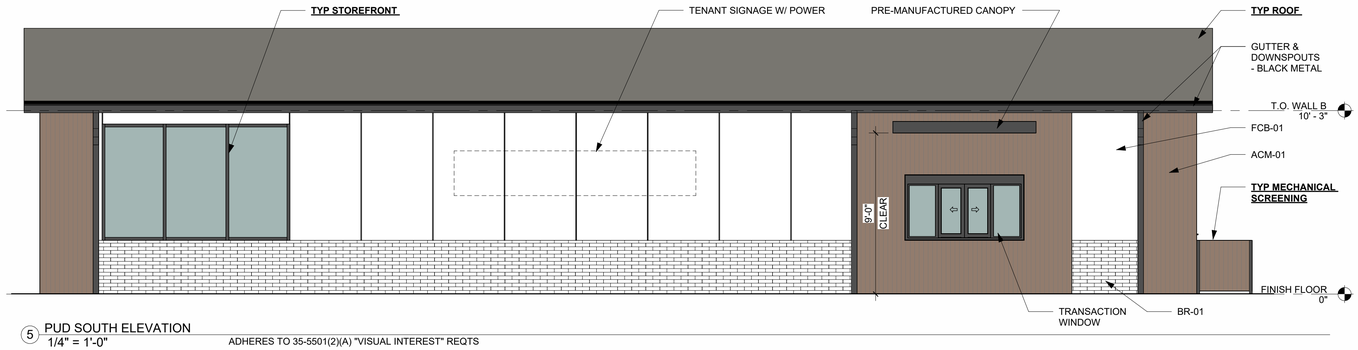
2 PUD NORTH ELEVATION
1/4" = 1'-0"



3 PUD WEST ELEVATION
1/4" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS



4 PUD EAST ELEVATION
1/4" = 1'-0"



5 PUD SOUTH ELEVATION
1/4" = 1'-0" ADHERES TO 35-5501(2)(A) "VISUAL INTEREST" REQTS

NOT FOR CONSTRUCTION

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STREAMLINE ARCHITECTS
www.streamlinearchitects.com

STREAMLINE ARCHITECTS, LLC
ANDREW DASSO, AIA
1800 RIVER DRIVE
MOLINE, IL 61265
(563) 345-2724

PROJECT CONTACT:
LUZ UPEGUI
(309) 558-8628
luz@streamlinearchitects.com

HENRY LINGAFELTER
(618) 741-0057
henry@streamlinearchitects.com

NO.	DESCRIPTION	DATE

KEVIN DOLAN
DOLAN RETAIL
27TH ST & 19TH AVE, MOLINE, IL

Project number	26-008
Date	03/10/26
Drawn by	HL
Checked by	LU

ELEVATIONS AND FINISHES

PUD101

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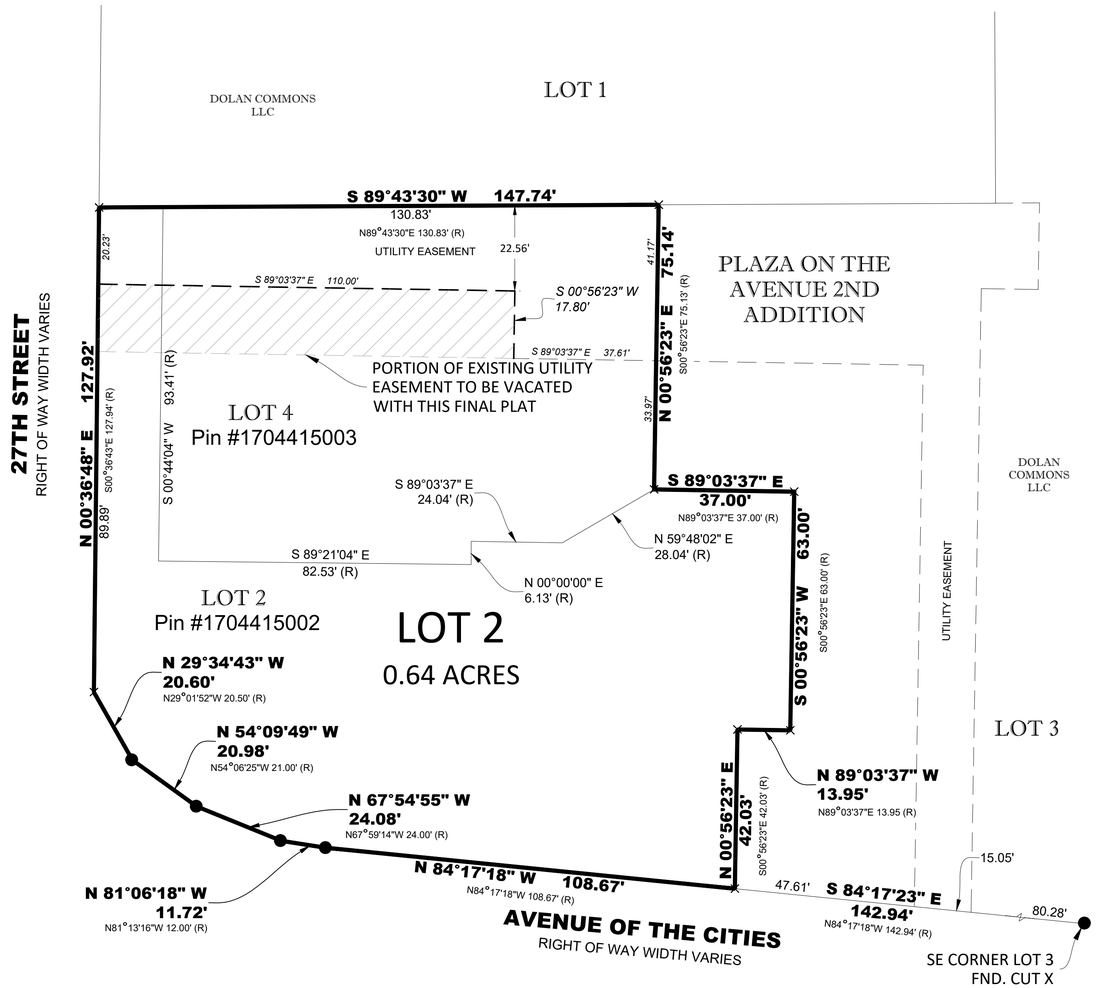
PLAZA ON THE AVENUE 3RD ADDITION

TO THE CITY OF MOLINE

BEING A RE-PLAT OF LOTS 2 AND 4 OF PLAZA ON THE AVENUE 2ND ADDITION
PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPIAL MERIDAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS



Legal Description
Lots 2 and 4 of Plaza on the Avenue 2nd Addition, recorded Book 48 Page 210, Moline, Rock Island County, Illinois.

The total area of the above described properties contains 0.64 acres, more or less.

ZONING : NC - NEIGHBORHOOD CENTER DISTRICT

MINIMUM YARD SETBACKS		MINIMUM LOT DIMENSIONS	
FRONT	0'	AREA	5,000 SF
LEAST	0'	WIDTH	50'
SUM	0'	STREET FRONT	20'
REAR	0'		

NOTES:

1. INGRESS/EGRESS EASEMENT SHARED BY ALL LOTS IN PARKING & DRIVE AREAS DEFINED BY CONSTRUCTION OF SAID ITEMS.
2. INTERIOR CORNERS WILL BE SET WITHIN 12 MONTHS OF RECORDING THIS PLAT.
3. BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS PLANE COORDINATE SYSTEM WEST ZONE NAD 83.

County Clerk's Certificate

State of Illinois)
)SS
Rock Island County)

County Clerk's Certificate

I, County Clerk of the county aforementioned, do hereby certify that I have examined the tax records of the property shown on the attached Final Plat of PLAZA ON THE AVENUE 3RD ADDITION in the County of Rock Island, and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of said attached plat.

Given under my hand and seal this_____day of_____,2026.

_____
County Clerk Rock Island County

Surveyor's Certificate:

State of Illinois)
)SS
Rock Island County)

I, Jerry D. Rogers, an Illinois professsional land surveyor, hereby certify that the annexed plat is a true and correct representation of a survey made by me or under my direction according to the surveying laws of the State of Illinois and the City of Moline's Subdivision Ordinance of the following described property to wit:

Lots 2 and 4 of Plaza on the Avenue 2nd addition to the city of Moline, Rock Island County, Illinois.

Monuments as shown on the plat are set or will be set within thirty (30) days after the completion of the required improvements and their acceptance by the City, and such monuments are or will be sufficient to enable the survey to be retraced and will occupy the positions shown thereon.

(No) part of the property covered by this plat of subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

I hereby certify that this survey document was prepared and the related survey work was performed by me or under my direct personal supervision and that it conforms to the current Illinois minimum standards for a boundary survey. Field Survey was completed December of 2025.

Jerry D. Rogers
IPLS NO. 35-2256
My License expires November 30, 2026

STATE OF ILLINOIS JERRY D. ROGERS 035-002256 PROFESSIONAL LAND SURVEYOR

LEGEND

△	SECTION CORNER-AS LABELED
⊙	SET #5 REBAR RPC #35-2256
×	SET CUT X
☼	SET PK/MAG NAIL
□	SET COTTON GIN SPINDLE
●	FOUND-3/4" Ø REBAR OPC #3811
OPC	ORANGE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
RPC	RED PLASTIC CAP
———	PROPOSED BOUNDARY
———	EXISTING PROPERTY LINE
– – – –	PROPOSED EASEMENT
– – – –	EXISTING EASEMENT
—o—o—	EXISTING FENCE
(R)	PREVIOUSLY RECORDED AS

Owner's Certificate

State of Illinois)
County of Rock Island)SS
City of Moline)

RETURN TO AND PREPARED BY:

AXIOM CONSULTANTS, LLC,
Bradley R. Geater
300 S. Clinton St.
Unit 200, Iowa City, IA 52240
PH# 319.519.6220

Know all men by these presents, that I, Kevin Dolan, owner and proprietor of the land shown on the accompanying plat and described in the accompanying certificate of the surveyor do hereby certify that I have caused said survey to be made and acknowledge the said plat as correct, and do hereby adopt and accept the same and cause it to be known as PLAZA ON THE AVENUE 3RD ADDITION.

Easements are hereby dedicated for the use of the City of Moline and utility companies as indicated on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain, drainage structures, sewer pipes, water main, gas, electrical and other appliances for the purpose of serving the subdivision and other property; together with the right to enter upon lots at all times to install, lay, construct, renew and operate and maintain sewer pipes and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public drainage and utility purposes. The Owner of each lot is responsible for the maintenance of said easement and shall not cause or create any condition to adversely affect positive drainage in its current pattern of surface runoff to the east.

This entire subdivision is within the Moline - Coal Valley School District #40.

In witness whereof, I hereunto affix my hand and seal this ____ day of _____, A.D. 2026.

_____

NOTARY PUBLIC'S CERTIFICATE

State of _____)
)SS
County of _____)

I, _____, a Notary Public in and for the County aforesaid, do hereby certify that Kevin Dolan is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he signed and sealed the same as his free and voluntary act for the uses and purposes therein set forth, including the release waiver of the right homestead.

Given under my hand and Notarial Seal this ____day of _____, 2026.

_____

Certificate of City Clerk

I,_____, City Clerk in and for said City of Moline, do hereby certify that all due assessments have been paid upon said real estate described on the accompanying plat.

In witness whereof, I hereunto affix my hand and seal this ____ day of _____, A.D. 2026.

_____
City Clerk

City Engineer's Certificate

We the undersigned Director of Public Works and Director of Planning and Development, do hereby certify the accompanying plat has been examined and found to be in compliance with the requirements of the Subdivision Ordinance and recommend approval of this plat by the City of Moline.

_____ _____
Director of Public Works Director of Planning and Development

Drainage Statement
To the best of my knowledge and belief the drainage of surface waters both within and around this subdivision will not be changed by the construction of same or any part thereof.

_____
Illinois Professional Engineer
Registration Number_____

In witness I hereunto set my hand and seal this _____

day of_____, A.D. 20_____.

_____
Illinois Professional Land Surveyor

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 10 20
1" = 20'

DOLAN COMMONS
PLAZA ON THE AVENUE
MOLINE, ILLINOIS
KEVIN DOLAN

ISSUED FOR
REVIEW

DATE	03/10/2026
DESCRIPTION	DATE

DESIGNED BY	BRG
DETAILED BY	CLD
CHECKED BY	BRG
PROJECT NO.	10149-10008

SHEET NAME
FINAL PLAT

1 OF 1

Mar 10, 2026 - 12:31pm C:\Users\jkincade\DC\ACCDocs\Ruekert & Mielke, Inc-\10149-10008 Dolan-AoC Moline\Project Files\05 Design\Civil-Survey\Plats\10149-10008 - FINAL PLAT Axiom.dwg

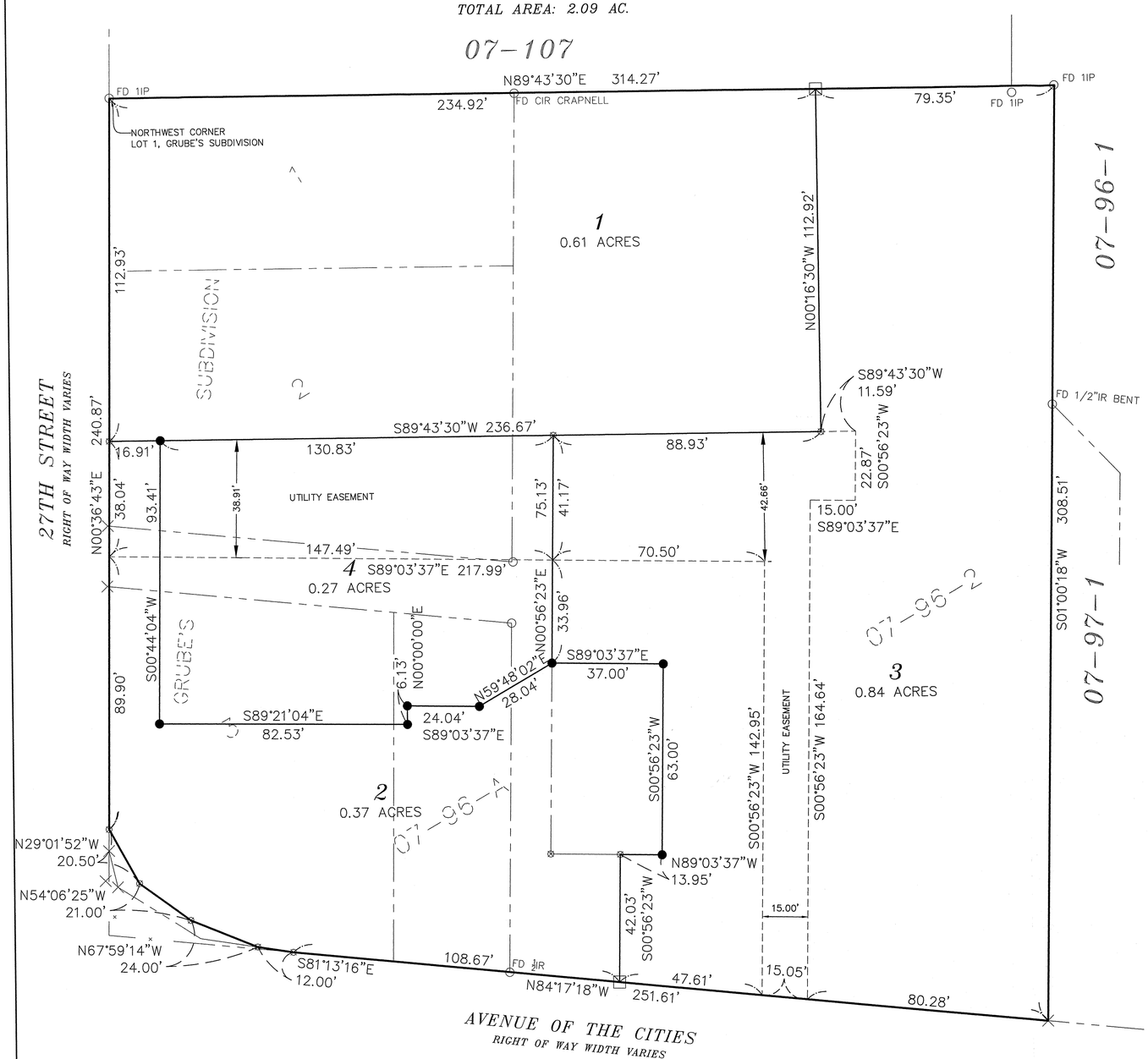
FINAL
PLAT OF SUBDIVISION
OF
PLAZA ON THE AVENUE 2ND ADDITION

TO THE CITY OF MOLINE

BEING A REPLAT OF PLAZA ON THE AVENUE

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS,

TOTAL AREA: 2.09 AC.



2017-03190

2017-03190
KELLY FISHER
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL
RECORDED ON
02/28/2017 08:05AM
PLAT FEE: 71.50
RHSP FEE: 10.00
BOOK: 48
PAGE: 208
PAGES: 2

ROCK ISLAND COUNTY FOR INFORMATIONAL PURPOSES ONLY

N

0' 20' 40'
Scale in Feet

LEGEND

- SET CONCRETE MONUMENT
- FOUND "X"
- FOUND AS NOTED
- FOUND CIR #3811
- SET CAPPED IRON ROD #3811
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- LOT LINE

NOTE:
1. INGRESS/EGRESS EASEMENT SHARED BY ALL LOTS IN PARKING & DRIVE AREAS DEFINED BY CONSTRUCTION OF SAID ITEMS.

2. INTERIOR CORNERS WILL BE SET WITHIN 12 MONTHS OF RECORDING OF THIS PLAT.

Owner's Certificate

State of Illinois)
County of Rock Island)ss
City of Moline)

Know all men by these presents, that I, Dan Dolan, owner and proprietor of the land shown on the accompanying plat and described in the accompanying certificate of the surveyor do hereby certify that I have caused said survey be made and acknowledge the said plat as correct, and do hereby adopt and accept the same and cause it to to be known as PLAZA ON THE AVENUE 2ND ADDITION.

Easements are hereby dedicated for the use of the City of Moline and utility companies as indicated on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain, drainage structures, sewer pipes, water main, gas, electrical and other appliances for the purpose of serving the subdivision and other property; together with the right to enter upon lots at all times to install, lay, construct, renew and operate and maintain sewer pipes and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public drainage and utility purposes. The Owner of each lot is responsible for the maintenance of said easement and shall not cause or create any condition to adversely affect positive drainage in its current pattern of surface runoff to the east.

This entire subdivision is within the Moline - Coal Valley School District #40.

In witness whereof, I hereunto affix my hand and seal this 23 day of February, A.D. 2017.

Janice J. Dolan

NOTARY PUBLIC'S CERTIFICATE

State of Illinois Iowa)
)ss
County of Scott)

I, Beth Welzenbach, a Notary Public in and for the County aforesaid, do hereby certify that Dan Dolan is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that she appeared before me this day in person and acknowledge that she signed and sealed the same as her free and voluntary act for the uses and purposes therein set forth, including the release waiver of the right of homestead.

Given under my hand and Notarial Seal this 23 day of February, 2017.

Beth Welzenbach
Notary Public

BETH WELZENBACH
Commission Number 745554
My Commission Expires
2-23-19

Certificate of City Clerk

I, Amy J. Saunders, Deputy City Clerk in and for said City of Moline, do hereby certify that all due assessments have been paid upon said real estate described on the accompanying plat.

In witness whereof, I hereunto affix my hand and official seal this 21st day of February, A.D. 2017.

City Clerk

City Engineer's Certificate:

We the undersigned Director of Public Works and Director of Planning and Development, do hereby certify the accompanying plat has been examined and found to be in compliance with the requirements of the Subdivision Ordinance and recommend approval of this plat by the City of Moline.

Director of Public Works

Director of Planning and Development

Drainage Statement:
To the best of my knowledge and belief the drainage of surface waters both within and around this subdivision will not be changed by the construction of same or any part thereof.

Michael W. Jancek
Illinois Professional Engineer
Registration Number 062-054284

MICHAEL WILLIAM JANCEK
062-054284
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

State of Illinois)
) SS
Rock Island County)

County Clerk's Certificate

I, County Clerk of the county aforementioned, do hereby certify that I have examined the tax records of the property shown on the attached plat of PLAZA ON THE AVENUE 2ND ADDITION in the County of Rock Island, and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of said attached plat.

Given under my hand and seal this 27 day of February 2017.

Karen Kinney
County Clerk Rock Island County

ROCK ISLAND COUNTY COUNTY CLERK STATE OF ILLINOIS

SURVEYOR'S STATEMENT and LEGAL DESCRIPTION

I, Luke D. Miller, Illinois Professional Land Surveyor Number 35-3811 with McClure Engineering Associates, Inc., do hereby state that at the request of and the exclusive benefit of Dan Dolan, I have prepared this Plat of Subdivision. The description of the premises surveyed is as follows to-wit:

Lots 1, 2 & 3 of Plaza on the Avenue, recorded Book 48, Page 208, as document number 2017-00855 Moline, Rock Island County , Illinois.

The total area of the above described properties contains 2.09 acres, more or less.

The field survey was completed in the month of JANUARY 2017.

I hereby certify that this professional service conforms to the current Illinois minimum standards for a boundary survey and it was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a Professional Land Surveyor under the laws of the State of Illinois.

Luke D. Miller 2/27/17
Luke D. Miller Date
IPLS NO. 35-3811
My License expires November 30, 2018

LUKE D. MILLER
35-3811
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
MOLINE, IL

RETURN TO:
McCLURE ENGINEERING
4700 KENNEDY DRIVE
EAST MOLINE, IL 61244

Town & Country
2660 E 53rd St. Davenport, IA 52807

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE:	1" = 1"
DRAWN BY:	LDM
CHECKED BY:	
DATE:	02/06/17

McClure Engineering Associates, Inc.
4700 Kennedy Drive (309) 792-9350
East Moline, Illinois 61244 Fax (309) 792-8974
Design Firm License: Illinois#184-000816
Copyright 2016 By McClure Engineering Associates, Inc.

FINAL PLAT OF SUBDIVISION
PLAZA ON THE AVENUE 2ND ADDITION — MOLINE, ILLINOIS
FILE NAME: T:\MO116.085\DWG\16085_DOLAN ALDI PLAT 2ND ADDITION.dwg
JOB NUMBER: 01-15-16-085

SHEET NO. 1 OF 1

180

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

Council Bill/Resolution No.: 1130-2025
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Second Amendment to Development and Economic Incentive Agreement between the City of Moline and Dolan Commons, LLC for the development project and to execute any necessary agreements referenced therein; and

AUTHORIZING all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

WHEREAS, the City and Developer executed a Development and Economic Incentive Agreement ("Development Agreement") on August 23, 2016, whereby Developer had certain responsibilities to construct the Development Project as defined therein; and

WHEREAS, the City and Developer executed an Amendment to Development and Economic Incentive Agreement ("Amendment") on August 14, 2018, whereby Developer and City agreed to amended terms and schedule by which the Development Project would be completed; and

WHEREAS, due to delays in financing and other construction delays, the Developer has not been able to meet the remaining deadlines set forth in the Development Agreement and Amendment; and

WHEREAS, the Developer has completed the redevelopment of the building at 2727 Avenue of the Cities, which comprises Phase I of the Development Project, but is requesting additional time and terms by which to complete the remaining obligations pursuant to the Development Agreement and Amendment; and

WHEREAS, the City considers the request to be reasonable given the Developer's completion of Phase I of the Development Project, the current status of Developer's plans and capacity to deliver the remaining phases, the City's review of the Development Agreement and Amendment, and the Developer's acceptance of the terms set forth by the City under which this Second Amendment can be entered into by the Parties.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Second Amendment to Development and Economic Incentive Agreement between the City of Moline and Dolan Commons, LLC for the development project and to execute any necessary agreements referenced therein; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

BE IT FURTHER RESOLVED that all appropriate City officers and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

CITY OF MOLINE, ILLINOIS

DocuSigned by:
[signature]
8D18AB8EFE254D4
Mayor

August 5, 2025
Date

Passed: August 5, 2025

Minutes Approved: August 26, 2025

Attest: DocuSigned by: Stephanie Murphy
19898ED80DDE498
City Clerk

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

SECOND AMENDMENT TO DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT

Between the CITY OF MOLINE
and
DOLAN COMMONS, L.L.C.

This Second Amendment to Development and Economic Incentive Agreement ("Second Amendment") is executed this 6th day of August, 2025, by and between the City of Moline, Illinois, an Illinois municipal corporation (the "City"); and Dolan Commons, L.L.C., and Illinois Limited Liability Company, its successors and/or assigns (collectively "Developer").

WHEREAS, the City and Developer executed a Development and Economic Incentive Agreement ("Development Agreement") on August 23, 2016, whereby Developer had certain responsibilities to construct the Development Project as defined therein; and

WHEREAS, the City and Developer executed an Amendment to Development and Economic Incentive Agreement ("Amendment") on August 14, 2018, whereby Developer and City agreed to amended terms and schedule by which the Development Project would be completed; and

WHEREAS, due to delays in financing and other construction delays, the Developer has not been able to meet the remaining deadlines set forth in the Development Agreement and Amendment; and

WHEREAS, the Developer has completed the redevelopment of the building at 2727 Avenue of the Cities, which comprises Phase I of the Development Project, but is requesting additional time and terms by which to complete the remaining obligations pursuant to the Development Agreement and Amendment; and

WHEREAS, the City considers the request to be reasonable given the Developer's completion of Phase I of the Development Project, the current status of Developer's plans and capacity to deliver the remaining phases, the City's review of the Development Agreement and Amendment, and the Developer's acceptance of the terms set forth by the City under which this Second Amendment can be entered into by the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Second Amendment as follows:

1. The 4th WHEREAS clause shall be amended to read as follows:

"WHEREAS, Developer has completed the demolition of the former restaurant building at 2715 Avenue of the Cities and the former gas station at 2701 Avenue of the Cities, and has renovated the 13,000 SF former grocery store building at 2727 Avenue of the Cities into a multi-tenant building, which shall be referred to as Phase I, a new minimum 1,000 SF commercial building which shall be referred to as Phase II, and construct a residential building of 10 rental residential units with surface parking which shall be referred to as Phase III, (the "Development Project"); and"

2. **Section II. General Terms** is hereby amended by adding the following sentences at the end of the first paragraph:

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

"The Development Project shall be completed in three phases. The demolition of the former restaurant building at 2715 Avenue of the Cities, the demolition of the former gas station at 2701 Avenue of the Cities and the renovation of the 13,000 SF building (formerly the Aldi's grocery store) into a multi-tenant building at 2727 Avenue of the Cities, Parcel 1704415004, shall be Phase I. The construction of a new minimum 1,000 SF commercial building at 2715 and 2701 Avenue of the Cities, Parcels 1704415003 and 1704415002, shall be Phase II. The construction of a residential building on Parcel 1704415001 of a minimum of 10 units with surface parking shall be Phase III."

3. **Section II. General Terms** is hereby amended by replacing the existing fifth paragraph with the following, which shall read as follows:

"The Combined Maximum Incentive from the City of Moline's property tax increment and sales tax increment shall be the total sum of the property tax rebates and sales tax rebates to be paid to Developer. The Combined Maximum Incentive shall reach no more than One Million Nine Hundred Ninety-Seven Thousand Six Hundred Nine and 00/100 Dollars ($1,997,609.00) ("Combined Maximum Incentive"). The Maximum Incentive to be paid for Phase I is Four Hundred Thirty-Four Thousand Seven Hundred Seventy-One Dollars ($434,771.00). The Maximum Incentive to be paid for Phase II is Three Hundred Eighty-One Thousand Six Hundred Ninety-One Dollars ($381,691.00). The Maximum Incentive to be paid for Phase III is One Million One Hundred Eighty-One Thousand, One Hundred Forty-Eight Dollars ($1,181,148.00). Phase I is complete, therefore the available rebates applicable to the Maximum Incentive for Phase I are eligible to be paid. Once Phase II is complete, the Combined Maximum Incentive ceiling shall be raised to the total of Maximum Incentives for Phase I and Phase II, which is Eight Hundred Sixteen Thousand Four Hundred Sixty-Two and 00/100 Dollars ($816,462.00), to which Phase I and Phase II can contribute towards according to their respective rebate schedules described herein. Once Phase III is complete, the Combined Maximum Incentive ceiling shall be raised to the total of Maximum Incentives for Phase I, Phase II, and Phase III, which is One Million Nine Hundred Ninety-Seven Thousand Six Hundred Nine and 00/100 Dollars ($1,997,609.00), to which Phase I, Phase II, and Phase III can contribute towards according to their respective rebate schedules described herein. Business District Taxes Collected for Reimbursement to the Developer shall be a maximum of Nine Hundred Two Thousand Three Hundred Ninety-One and 00/100 Dollars ($902,391.00) regardless of how many phases are completed as they will only be collected and become due if there is sales tax generated from the Subject Property."

4. **Section II. General Terms** is hereby amended by replacing subsection "A. Property Tax Rebate" with the following new subsection "A. Property Tax Rebate" which shall read as follows:

"It is understood that the Combined Maximum Incentive for this project will be based on a rebate of both sales tax revenue and property tax revenue. Each Incentive Payment will be counted toward the Combined Maximum Incentive until the Combined Maximum Incentive is reached or December 31, 2041 ("2041"), whichever occurs first. Should the Combined Maximum Incentive be reached prior to the terms set forth below, the parties agree that the terms of the agreement will have been met and no further Incentive Payments shall be due and payable.

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Given that the phases will not be done at the same time, the City and Developer agree to apportion the maximum incentives available for each phase. It is understood that the property tax rebate portion of the Incentive Payment will be due and payable based on the amount of new increment property tax revenue received by the City as a result of the increased assessed value of each phase of the Subject Property. Developer must pay the property taxes on the Development Project Property when due and owing in order to be eligible for a rebate of property taxes. The City reserves the right to make the payment from another source besides property tax revenues, in its sole discretion. The City will not calculate the incentive payment until the entire property tax revenue is received each year.

The initial payment year shall commence once the Rock Island County Assessor has placed a full Equalized Assessed Value (EAV) on the improved property resulting from Phase I of the Development Project. An illustrative example of the payments called for under this paragraph is shown in the Estimated Incentive Worksheet attached hereto and incorporated by reference herein as Exhibit B. The actual rebate will be calculated based on the Actual Assessed Value as established by the Rock Island County Assessor. The parties agree that the figures shown in Exhibit B are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be $0 depending upon the actual experience.

The Developer is entitled to a property tax rebate equal to 85% of the increased Moline municipal property tax revenue from Phase I of the Development Project, for Parcel 1704415004, until 2041 or until the maximum incentive for Phase I, which is $434,771.00, is reached, whichever occurs sooner.

The Developer is entitled to a property tax rebate equal to 85% of the increased Moline municipal property tax revenue from Phase II of the Development Project for Parcels 1704415003 and 1704415002, until 2041 or until the maximum incentive for Phase II, which is $381,691.00, is reached, whichever occurs sooner.

The Developer is entitled to a property tax rebate equal to 85% of the increased Moline municipal property tax revenue from Phase III of the Development Project, for Parcel 1704415001, until 2041 or until the maximum incentive for Phase III, which is $1,181,148.00, is reached, whichever occurs sooner.

The property tax rebates shall be computed at the close of each payment year by the City as provided herein. The City will make yearly payments to Developer within thirty (30) days after it receives the Moline municipal property tax revenue generated by the Equalized Assessed Value established on each phase of the Development Project for the respective payment year from the Rock Island County Treasurer. The sales tax rebates shall be computed at the close of each payment year by the City as provided herein. The City will make yearly payments to Developer within thirty (30) days after it receives the Moline sales tax generated by each phase of the Development Project for the respective payment year. The Incentive Payments shall end once the combined property tax rebates and sales tax rebates paid to Developer equal the Combined Maximum Incentive, or 2041, whichever occurs sooner.

At the completion of each phase, the Combined Maximum Incentive ceiling shall be raised

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

cumulatively by the amount of the recent phase completed and span all completed phases so that each completed phase, once that phase's Maximum Incentive is reached, can continue to contribute towards the total cumulative Combined Maximum Incentive ceiling across all phases until reached, or until 2041, whichever occurs sooner.

5. **Section II. General Terms,** "B. Sales Tax Rebate" is amended by replacing the fourth paragraph with the following paragraph:

The requirements and satisfaction of the initial payment year for Phase I (the "Initial Payment Year") shall be reviewed and approved in conjunction with this Second Amendment. The Annual Minimum Sales Tax will increase or decrease annually based on the United States Department of Labor reported Consumer Price Index, All Urban Consumers, Seasonally Adjusted, U.S. City Average, All Items, base year 1982-84= I 00 (the *"CPI"),* provided, however, for the first ten years after the Initial Payment Year, the Annual Minimum Sales Tax will not exceed $9,795,687, and after the first ten years after the Initial Payment Year and for the remainder of the term of this Agreement, the Annual Minimum Sales Tax will not exceed $10,000,000.00, notwithstanding any increases of the CPI. The Finance Director will verify this information and notify Developer and the Community and Economic Development Director and provide supporting calculations and CPI data as soon as the information is available on an annual basis.

6. **Section II. General Terms,** "B. Sales Tax Rebate" is amended by replacing the sixth paragraph with the following paragraphs:

"The Developer shall be entitled to Incentive Payments equal to eighty-five percent (85%) of the sales tax revenue from the Municipal 1% Sales Tax generated from retail sales from businesses located in the Development Project until the Combined Maximum Incentive is reached, or 2041, whichever occurs sooner, as long as all phase completion deadlines are met for Phase II and III. The sales tax rebate will be paid toward the incentive for Phase III until the Combined Maximum Incentive is reached even though no sales tax revenue is expected to be created from Phase III itself, as long as Phase III has been completed, and the Maximum Incentive has been reached for any other completed phase. If Phase III is completed by December 31, 2027, then Developer shall be entitled to 85% of sales tax revenue until the Combined Maximum Incentive is reached, or 2041, whichever occurs sooner. If Phase III is not completed by December 31, 2027, all property tax rebates and sales tax rebates for all phases shall be cancelled from the date that Phase III completion is deemed by the City to be not satisfied as contemplated herein, and from that date the Developer shall have no further right to receive, and the City shall have no further obligation to provide, any property tax rebates and sales tax rebates for any and all phases, and the parties agree that the agreement will be terminated and no further Incentive Payments shall be due and payable.

7. **Section II. General Terms,** "C. Business District Creation and Implementation" is amended by replacing the third paragraph with the following paragraph:

"The District has been established and a Business District Retailers' Occupation and Service Occupation Tax has been levied, and resultingly, the City will use the additional tax collected to reimburse the Developer for eligible expenses related to the project. The maximum amount of the

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

reimbursement shall be Nine Hundred Two Thousand Three Hundred and Ninety-One and 00/100 Dollars ($902,391). The Business District Sales Tax will be distributed to the Developer on an annual basis once a full year's sales tax has been received by the City from the State of Illinois. Once the total reimbursement has been collected by the Developer, the Business District will be repealed or sunset via notice from the City.

8. **Section III. Construction and Site Improvements** is hereby amended by replacing that section with the following section:

"Developer has submitted a construction schedule as depicted in Exhibit C and preliminary schematics and site plan as depicted in Exhibit D. Developer has completed exterior construction and renovation of the Phase I Development Project, including landscaping, streetscaping, stormwater retention and exterior building improvements, and placed in service as of January 3, 2018. Developer shall have completed construction of the Phase II Development Project, including landscaping, streetscaping, stormwater retention and exterior building improvements, as evidenced by a certificate of occupancy or temporary certificate of occupancy, on or before December 31, 2026. Developer shall have completed construction of the Phase III Development Project, including landscaping, streetscaping, stormwater retention and exterior building improvements, as evidenced by a certificate of occupancy or temporary certificate of occupancy, on or before December 31, 2027. All incentive payments will cease by 2041, regardless if the Combined Maximum Incentive has been met. Phases need to be completed by the deadlines to be eligible for incentives. If Phase III is not completed by December 31, 2027, all property tax rebates and sales tax rebates for all phases shall be cancelled from the date that Phase III completion is deemed by the City to be not satisfied as contemplated herein, and from that date, the Developer shall have no further right to receive, and the City shall have no further obligation to provide, any property tax rebates and sales tax rebates for any and all phases, with no regard for the stated Maximum Incentives for each phase. The Developer agrees not to permit the following businesses to be located in the Development: video gaming establishments (other than the existing lease), tattoo or body art parlors, payday or title loan establishments, pawn shops, dollar discount variety stores, head shops, vape shops, laundromats, and liquor stores (Class C packaged liquor licensee).

If the conditions of this Section are not met, the Agreement may be declared null, void and of no legal effect by the City upon notice to Developer. If the conditions of this Section are not met due to circumstances beyond Developer's reasonable control such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes or lockouts (collectively the "force majeure conditions"), and said force majeure condition exists for more than seven days, the Developer shall give the City immediate written notice of such condition. Performance under the Agreement shall then be suspended by both parties for the duration of the force majeure condition and performance shall be resumed by the parties once the force majeure condition ceases.

To the best of the Developer's knowledge, the Development Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Building Official and Fire Chief.

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

9. **Section XI. Notices** is hereby amended to name Bogdan Vitas as City Administrator.
10. **Exhibit B** is hereby amended by replacing it with a new Exhibit B as follows:

EXHIBIT B

(See Page 8 of this Agreement)

11. **Exhibit C** is hereby amended by replacing it with a new Exhibit C as follows:

EXHIBIT C

(See Page 9 of this Agreement)

12. **Exhibit D** is hereby amended by replacing it with a new Exhibit D as follows:

EXHIBIT D

(See Page 10 of this Agreement)

13. All other terms and conditions of the agreement remain in full force and effect.

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

WITNESS their hands and seals the day and year first above written.

THE CITY OF MOLINE, ILLINOIS

DATED: 8/6/2025

DocuSigned by:

By: _____
Sangeetha Rayapati, Mayor

DocuSigned by:

Attest: _____
Stephanie Murphy, City Clerk

DOLAN COMMONS, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY

DATED: 7/24/2025

By: _____ Manager
Dan Dolan

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

Exhibit B
(incentive worksheet)

ESTIMATED INCREMENT WORKSHEET

Z701-2715-2727 Avenue of the Cities — Retain 31.8181%

Total Project Cost	$	11,400,181	$
EAV Estimate at Completion	$	4,150,121	Fair Market Value (75% of project cost)
	$	1,995,058	City Rebate Amount (15.5%)

Total Rebate: $1,997,600.00

Phase I: $4,665,164.00
Phase II: $4,450,000.00
Phase III: $2,285,000.00
$11,400,164.00

FMV at Completion: $4,150,121.75 / $13,137,500.00 / $1,713,750.00 / $4,150,121.75 / $4,700,188.75

Combined Maximum Incentive Available By Phase Completion: $438,771.00 / $616,462.00 / $1,997,600.00 / $1,997,600.00 / $2,980,891.00

Business District: $902,391.00 / $902,391.00

PIN	Address		Total Fair Market Value (FMV)		"Base" EAV (2016)	Estimated New EAV Phase I	Estimated New EAV Phase II	Estimated New EAV Phase III	"Project Increment	2017 Payable 2018 Tax Rate - City 2.0742		City Development Increment	
17084010060	2725 Avenue of the Cities	1	1,995,058	Showplace	0						1	75,509.07	
17084010061	2715 Avenue of the Cities	5	4,665,164	317 Living	0	48,342			48,342	1,002.92	5	17,011.48	
17084010062	2727 Avenue of the Cities	5	4,665,811	Aldi	5	236,021	11,164,290	11,112,500	22,512,811	467,111.26	5	118,268.11	
			8,560,121		5	370,175	11,164,290	11,112,500	22,476,965		5	210,788.66	

Sales Generated from Retail Tenants (Phase I)	Sales	Est. Taxes Generated/Year	
Sales Generated from Retail Tenants (Phase II)	$ 7,000,000.00	$ 385,850.00	
State Sales Tax @ 1%	$ 2,000,000.00	$ 50,000.00	
Home Rule Sales Tax @ 1.25%	$ 5,000,000.00	$ 50,000.00	
Food & Beverage Tax @ 1.00%	$ 5,000,000.00	$ 62,500.00	
	$ 5,000,000.00	$ 49,600.00	

REBATE ESTIMATE No. Of Yrs.	Asset Yr	Payable Yr	City Net Prop. Phase I	City Net Prop. Phase II	City Net Prop. Phase III	City Phase I Property Tax Rebate 85%/15%	City Phase II Property Tax Rebate 85%/15%	City Phase III Property Tax Rebate 85%/15%	Phase I City Sales Tax Rebate 85%/15%	Phase II City Sales Tax Rebate 85%/15%	Combined Property Tax	Business District Sales Tax 1%	Business District Sales Tax 1%	
1	2024	2025	$38,837.08			$16,003.02			$60,665.69		$75,509.07	$70,000.00		$730,000.00
2	2025	2026	$39,203.62			$16,153.98			$60,665.69		$76,011.48	$70,000.00		$70,000.00
3	2026	2027	$39,587.78			$16,168.54	$18,038.76		$61,903.80	$17,000.63	$118,268.11	$70,000.00	$20,000.00	$90,000.00
4	2027	2028	$39,979.49			$16,482.53	$18,399.54		$63,141.88	$17,340.65	$119,963.99	$70,000.00	$20,000.00	$90,000.00
5	2028	2029	$40,378.04		$1,000	$17,322.18	$18,767.59	$9,936	$64,403.73	$17,686.80	$147,557.68	$70,000.00	$20,000.00	$90,000.00
6	2029	2030	$40,784.62		$1,000	$17,494.40	$19,142.95	$9,936	$65,691.81	$18,040.54	$150,110.53	$70,000.00	$20,000.00	$90,000.00
7	2030	2031	$41,199.45		$1,000	$17,669.34	$19,525.81	$9,936	$67,005.64	$18,401.35	$153,611.54	$70,000.00	$20,000.00	$90,000.00
8	2031	2032	$41,622.40		$1,000	$17,847.04	$19,916.25	$10,269	$68,346.80	$18,769.37	$175,660.39	$70,000.00	$20,000.00	$90,000.00
9	2032	2033	$42,053.65		$1,000	$18,027.51	$20,314.56	$10,474	$69,713.73	$19,144.76	$138,287.26	$70,000.00	$20,000.00	$90,000.00
10	2033	2034	$42,493.11		$1,000	$18,210.79	$20,720.85	$10,684	$71,108.01	$19,527.66	$141,160.21	$70,000.00	$20,000.00	$90,000.00
11	2034	2035	$42,940.87		$1,000	$18,396.92	$21,135.27	$10,897	$72,530.17	$19,918.22	$144,108.33	$70,000.00	$20,000.00	$90,000.00
12	2035	2036	$43,397.12		$1,000	$18,585.91	$21,557.79	$11,115	$73,980.77	$20,316.57	$146,998.38	$70,000.00	$20,000.00	$40,000.00
13	2036	2037	$43,847.82		$1,000	$18,777.81	$21,988.55	$11,338	$75,460.39	$20,722.91	$148,689.81			
14	2037	2038	$44,304.84		$1,000	$18,971.61	$22,428.93	$11,564	$76,969.59	$21,137.36	$152,982.26			
15	2038	2039	$44,641.94		$1,000	$19,167.33	$22,877.51	$11,796	$78,508.98	$21,560.11	$156,960.48			
16	2039	2040	$45,198.27		$1,000	$19,364.98	$23,335.06	$12,032	$80,079.16	$21,991.31	$161,772.60			
17	2040	2041	$45,685.63		$1,000	$19,564.58	$23,801.76	$12,273	$81,680.75	$22,431.14	$165,126.74			
18	2041	2042	$46,162.41		$1,000	$19,766.12	$24,277.80	$12,518	$83,314.36	$22,879.76				
30	2042	2043	$26,089.71			$3,021.05								
31	2043	2044	$27,417.04			$3,171.45								
32	2044	2045	$28,745.08			$3,330.03								
33	2045	2046	$30,072.85			$3,496.53								
34	2046	2047	$31,400.38			$3,671.36								
35	2047	2048	$32,727.68			$3,854.93								
36	2048	2049	$34,055.77			$4,047.68								
37	2049	2050	$35,383.64			$4,250.06								
38	2050	2051	$36,711.31			$4,462.56								
Total			$603,031	$613,350	$29,000	$342,662	$186,288	$144,571	$1,234,033	$316,868	$1,997,603	$730,000	$175,000	$990,000

*Continues until maximum Business District incentive is reached

Total City Rebate: $0.00
Business District Sales Tax Rebate: $900,000.00
Total: $900,000.00

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

Exhibit C
(construction schedule)

Phase I, consisting of the demolition of the former restaurant building at 2715 Avenue of the Cities, the demolition of the former gas station at 2701 Avenue of the Cities and the renovation of the 13,000 SF building (formerly the Aldi's grocery store) into a multi-tenant building at 2727 Avenue of the Cities, has been completed as of January 3, 2018. Phase I is deemed delivered by the parties.

Phase II, consisting of the construction of a new minimum 1,000 SF commercial building and car charging station located at 2715 and 2701 Avenue of the Cities shall be completed by December 31, 2026.

Phase III, consisting of the construction of a residential building with a minimum of 10 residential rental units with surface parking shall be completed by December 31, 2027.

Docusign Envelope ID: 2C0B3EC9-414A-457F-9E6C-79EDB842C159

Exhibit D
(schematics and site plan)

OPTION 1



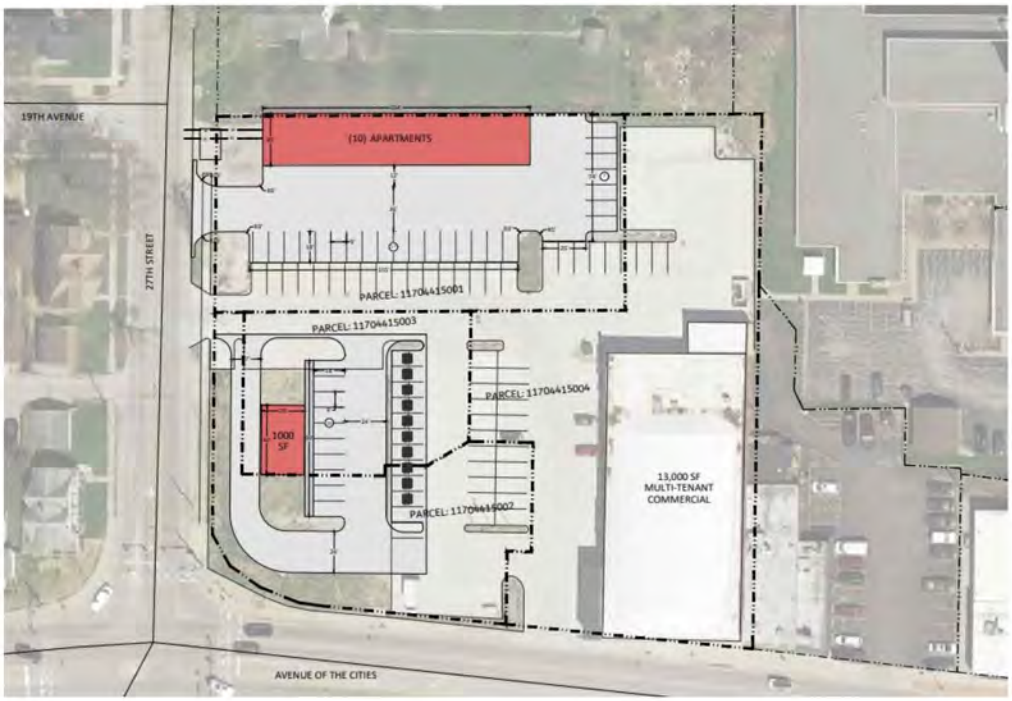
OPTION 2



OPTION 3



Site Plan



The Dispatch · The Rock Island Argus

AFFIDAVIT OF PUBLICATION

Moline Dispatch-Argus
500 E. 3rd St.
Davenport 52801
(563) 383-2200

State of Florida, County of Orange, ss:

Edmar Corachia, The undersigned, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of the publisher of Moline Dispatch Argus, in the state of Illinois, and further certifies on behalf of the publisher that the Moline Dispatch Argus is now and has been for more than one year continuously, a daily secular newspaper of general circulation published in the City of East Moline, County of Rock Island, State of Illinois, and further certifies that said newspaper has been continuously published at a regular interval of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that Moline Dispatch Argus, is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further certifies that this affidavit is Page 1 of with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said newspaper in consecutive issues on the following dates:

March. 10, 2026

NOTICE ID: 7nVWz40ysYYxRfrgeqwy
PUBLISHER ID: COL-IA-302747
NOTICE NAME: 2026-05-PC: Dolan Commons
Publication Fee: $89.26

Edmar Corachia
(Signed)_____

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 03/10/2026

_____
Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

Public notice is hereby given that on **Wednesday, March 25, 2026** at 4:00 p.m., the Moline Plan Commission will hold a public hearing in the CSC Second Floor Conference Room of the City Services Center, 1930 6th Avenue, Moline, Illinois, to consider a request from Axiom Consultants, LLC (applicant) and Dolan Commons, LLC (owner) for a PLANNED UNIT DEVELOPMENT RECLASSIFICATION OF ZONING
From: "NC" Neighborhood Center District
To: "NC PUD" Neighborhood Center District Planned Unit Development
as provided under Section 35-2205 and Division 7 of Article III of the Moline Zoning and Land Development Code, for a planned unit development site including "SALES AND SERVICE, IN-VEHICLE", "OUTDOOR DINING", "CHARGING STATIONS" and "MULTI-FAMILY RESIDENTIAL" land uses, and such other and further zoning approvals as may be required, on property located at 2701-2715 Avenue of the Cities (PINS 17-04-415-001, 002 and 003), an approximately 1.25-acre tract of land, located at the northeast corner of 27th Street and Avenue of Cities.

Anyone attending the public hearing will have an opportunity to hear the request and voice comments or concerns to the Plan Commission. Persons wishing to appear as Interested Parties, who wish to present testimony or cross-examine the witnesses presented at the hearing shall identify themselves as such by completing and filing the "Interested Parties Appearance Form" and/or "Public Hearing Cross Examination Registration Form" with Savanna Cruz. You can obtain these forms and all application materials online at https://moline.il.us/1506 (CASE # 2026-05-PC) or they are also available at Moline City Services Center in the Community & Economic Development Department. You may also call 309-524-2029 for assistance.

MOLINE PLAN COMMISSION
CITY OF MOLINE, IL

c/o Savanna Cruz
Community & Economic Development
Administrative Coordinator
COL-IA-302747

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 732409
Expires on October 19, 2029

AFFIDAVIT OF NOTICE(S)

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) ss.
CITY OF MOLINE)

The undersigned, being a City of Moline zoning official, deposes and states:

1. That Dolan Commons LLC has filed a land development Planned Unit Development (PUD) Final Plan application relating to the following property:

   Address: 2701 -2715 Avenue of the Cities

   PIN(s): 17-04-415-001, 17-04-415-002 and 17-04-415-003

2. That a public hearing on the application has been scheduled before the City of Moline Plan Commission on March 25th, 2026 (Case № 2026-05-PC).

3. That attached hereto is the *Proof of Publication* of the notice of public hearing, which was published in the Dispatch/Rock Island Argus on March 10th, 2026.

4. That attached hereto is a correct map representation of all property owners of record within two hundred fifty (250) feet or greater of such property, so that at least 20 property owners are duly notified, as required by the Moline Municipal Code.

5. That, at least fifteen (15) consecutive days prior to the date of the public hearing, City Staff mailed to said property owners by (●) first class mail ( ) registered mail ( ) certified mail, return receipt requested — a copy of the notice of public hearing, which posted on March 10th, 2026. This mailing comprised 39 unique owners of record.

6. That (if applicable) attached hereto are receipts for the certified mailing.

Jennifer Bizarri
City Official (Printed)

3/23/26
Date

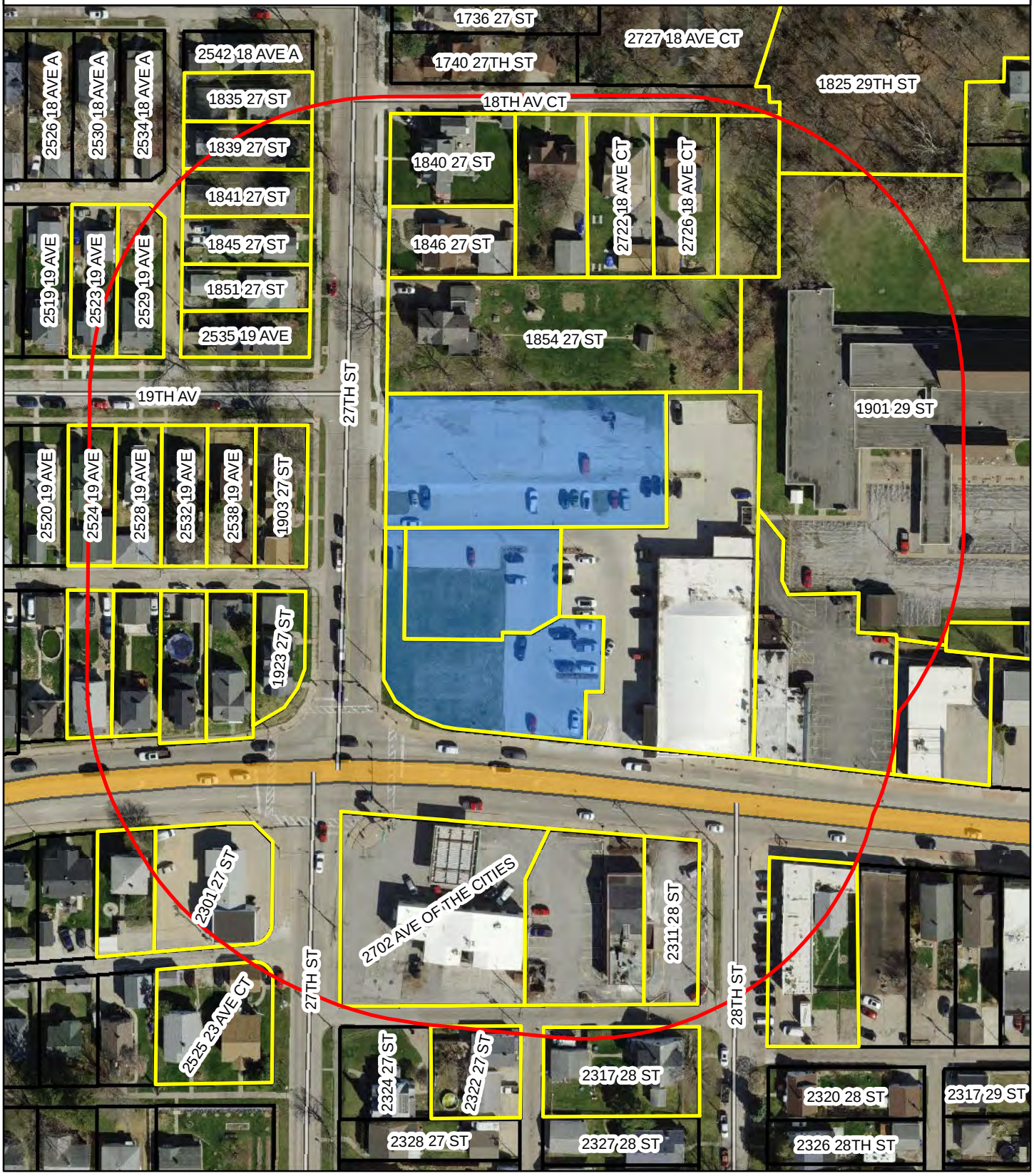
Jennifer Bizarri
City Official's Signature

Parcels Within 250 Ft of Dolan Commons

0 50 100 200 300 400 Feet

Map Created 3/6/2026: City of Moline GIS

250 Ft Buffer
Parcels Within 250Ft
Dolan Commons



APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) FINAL PLAN

(For staff only) PC Case No. _____
Filing Date _____
$400 Filing Fee (non-refundable) submitted: _____

The undersigned Owner of Record or Agent requests approval of a Final PUD Plan in accordance with the Zoning and Land Development Code of the City of Moline, Illinois.

Legal Description from Deed or Survey (attach additional sheets if necessary):

LOT 1 AND LOT 2 AS DESCRIBED IN FINAL PLAT OF SUBDIVISION OF PLAZA ON THE AVENUE TO THE CITY OF MOLINE, BOOK 48 PAGE 208.

DESCRIBED PARCELS CONTAIN 1.19 ACRES AND IS SUBJECT TO EASEMENT AND OTHE RESTRICTIONS OF RECORDS.

Property Location (Street Address): 2727 AVENUE OF THE CITIES

Parcel Number: 1704415002 & 1704415003 Total Area (Acres or Square Feet): 1.25

Date of Preliminary PUD approval: _____ Was rezoning ordinance included? ■ Yes ☐ No; *if not:

*Present Zoning Classification: NC *Proposed Zoning Classification: _____-PUD

Present Use: Vacant Proposed Use: COMMERCIAL BUILDING AND MULTI-FAMILY

Owner Name: DOLAN COMMONS, LLC (C/O KEVIN DOLAN)

Owner Mailing Address: 2660 E 53RD STREET, SUITE 2, DAVENPORT, IA 52807

Owner Phone Number: (563) 381-4088 Owner Email Address: KEVIN@DOLANCORP.COM

Applicant/Authorized Agent Name: AXIOM CONSULTANTS, LLC (C/O BRIAN BOELK)

Applicant Mailing Address: 300 S CLINTON STREET, UNIT 200 | IOWA CITY, IA 52240

Applicant Phone Number: (319) 519-6220 Applicant Email Address: BBOELK@AXIOM-CON.COM

Signature of Owner of Record or Authorized Agent
Note: Authorized Agent must attach written authorization from Owner of Record.

Brian Boelk 1/30/2026

Signature Date

***REQUIRED ATTACHMENTS**: Interested Party Disclosure, additional information -- see Sec. 35-3705(3) for complete list of required plans and submittals.*

APPLICATION FOR MINOR SUBDIVISION

Division of land into 5 or fewer lots, lot consolidation, or dedication or vacation of public easements without construction of public infrastructure

Filing date _____
$250 Filing fee (non-refundable) submitted: _____
Pre-application conference date: _____

Answer all statements fully and sign below. Attach three (3) full-size final subdivision plats and one (1) reduction with filing fee. A preliminary subdivision plat is not required. Minor subdivisions meeting applicability and review criteria at Sec. 35-2108 of the Moline Code of Ordinances may be reviewed and approved by city staff.

1. Proposed Name: Dolan Commons
2. Location: 2727 Avenue of the Cities 3. Area in acres: 0.64
4. Owner: Dolan Commons, LLC (C/O Kevin Dolan) 5. Owner Phone: (563) 381-4088
6. Owner Address: 2660 E 53rd Street, Suite 2, Davenport, IA 52807
7. Developer: Dolan Commons, LLC (C/O Kevin Dolan) 8. Developer Phone: (563) 381-4088
9. Developer Address: 2660 E 53rd Street, Suite 2, Davenport, IA 52807
10. Developer Email: Kevin@DolanCorp.com 11. Surveyor: Townsend Engineering (Jerry Rogers)
12. Surveyor Phone: (563) 386-4236 13. Surveyor email: jerryrogers1943@yahoo.com
14. Any special or other assessments against property: ☐ Yes ■ No
    a. Will they be paid in full: ☐ Yes ☐ No b. Reapportioned: ☐ Yes ☐ No
15. Is land entirely in City of Moline: ■ Yes ☐ No 16. Will it be annexed: ☐ Yes ☐ No
17. Proposed Land Use: Commercial Building and Multi-Family 18. Existing zoning: NC
19. Minimum lot area: 5,000 SF 20. Minimum lot width at building line 50'
21. Water supply system: Proposed N/A Existing N/A
22. Sewer disposal system: Proposed N/A Existing N/A
23. Drainage system: Proposed N/A Existing N/A
24. Scale of plat: 1"=20' 25. Date of Plat: 2/13/2026
26. Physical size of plat: 22"x34" 27. Deed restrictions submitted: _____
28. Concrete monuments and lot pins shown as per Illinois state statutes: ■ Yes ☐ No
29. Expected date of development: Spring 2026
30. Miscellaneous: A replat of existing lots to line up with proposed commercial and residential development.

The above statements are complete and correct.

Signature of Owner or Agent

CITY OF MOLINE
APPLICANT/OWNER INTERESTED PARTIES DISCLOSURE

Please acknowledge the relationship and specific interest of all interested parties to the requested zoning or subdivision action. If a trust, partnership, corporation or other legal entity is involved in the ownership of the subject property or will benefit or be affected via a pecuniary interest, you must disclose the beneficial owners, partners, corporate officers, or relevant interested parties respectively. Failure to provide a complete and accurate response may render the application incomplete and delay consideration.

Entity name (if applicable): Dolan Commons, LLC

Name Dolan Commons, LLC
Address 2660 E 53rd Street, Suite 2
City, ZIP Davenport, IA 52807
Phone (563) 381-4088 Title Owner
Ownership Percentage 100%

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG ORD1 Hollan-Laura-All-Way Stop Intersection 54th Street & 11th Avenue C-EXP.pdf
ENG ORD1 Hollan-Laura-All-Way Stop Intersection 54th Street & 11th Avenue C-CB x.pdf
ENG ORD1 Hollan-Laura-All-Way Stop Intersection 54th Street & 11th Avenue C-ATT1.pdf
ENG ORD1 Hollan-Laura-All-Way Stop Intersection 54th Street & 11th Avenue C-ATT2 (MAP).pdf

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.

Explanation: The Traffic Engineering Committee (Committee) received a request from the Moline-Coal Valley School District for the addition of an all-way stop at the intersection of 54th Street and 11th Avenue C due to proximity to Franklin Elementary and children crossing the street at this location. This is a three-legged intersection, with a stop for eastbound traffic only.

The Committee discussed and reviewed the concerns and approved this change at its April 7, 2026 meeting.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.

WHEREAS, the Traffic Engineering Committee reviewed this request at a meeting held on April 7, 2026; and

WHEREAS, the Traffic Engineering Committee approved the request.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," is hereby amended by adding the intersection of Fifty-Fourth Street and Eleventh Avenue C.

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 passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

MINUTES
Traffic Engineering Committee
Tuesday, April 7, 2026
1:30 p.m.

Location:
Public Works, Conference Room #1
3635 4th Avenue, Moline, Illinois

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Momen Mokhtar	X	
Josh Whiting	X	
Matt Russell		X
Kris Johnson	X	
Hollan Phillips	X	
Eric Wells	X	

CALL TO ORDER
Chairperson, Laura Klauer, called the meeting to order at 1:30 p.m. in the Public Works Conference Room #1.

ROLL CALL
Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of February 12, 2026: PASSED

AGENDA ITEMS

1. Request for all-way stop at the intersection of 54th St & 11th Ave C (Franklin Elementary).

Explanation: Request of the school district due to proximity to school and children crossing the street at this location.

A speed study performed does not show speed to be an issue on 54th Street. The speed study was shared with the school district.

Staff Recommendation: Josh Whiting made motion to approve all-way stop. Eric Wells seconded motion. Motion passes.

Board Member	Aye	Nay
Eric Wells	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

2. AAA Rents at 4500 3rd Street is requesting authorization to park Second Division vehicles on the public right-of-way in the cul-de-sac west of property.

Explanation: City Ordinance reads:
SEC. 20-7501. PARKING OF TRUCKS AND OTHER VEHICLES ON PUBLIC RIGHT-OF-WAY PROHIBITED.

(a) It shall be unlawful for any person to park a vehicle (Second Division), truck tractor, bus, trailer, house trailer, recreational vehicle, special mobile equipment, boat, or airplane within any alley, highway, street, right-of-way or public property located with the City.

(b) Every vehicle, trailer, boat or airplane parked in violation of this section is hereby declared to be a nuisance which may be abated by any police officer by removing and impounding such vehicle.

***Definition of "Second Division" vehicle**:*
Those vehicles which are designed for carrying more than 10 persons, those designed or used for living quarters and those vehicles which are designed for pulling or carrying property, freight, or cargo and those motor vehicles of the First Division remodeled for use and used as motor vehicles of the Second Division.

David Hawk, with AAA Rents, was present for today's meeting. He has been having discussions with Matt Russell due to a neighboring business calling PD on multiple occasions for his commercial vehicles being parked in the city right-of-way.

David's concern is that he doesn't have space to park his commercial vehicles, which are classified as "Second Division" vehicles. He is requesting authorization to park his "Second Division" vehicles in the right-of-way. He states the cul-de-sac was striped in 2018 and he has been parking his boxed trucks in these spaces.
It is noted that Passenger vehicles may park in the cul-de-sac parallel to the curb due to its diameter.

Laura Klauer brought to David's attention, that the neighboring church has complained about AAA Rental trucks using their parking lot to cut through and their parking lot is showing some deterioration. David has agreed to address.

Staff Recommendation: Kris Johnson made motion to table item to next Traffic Engineering Committee, discuss further with Matt Russell, and research documentation of the parking changes/arrangements made in 2018. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Eric Wells	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

3. Request for all-way stop at the intersection of 25th Avenue & 8th Street Pl.

Explanation: Request received from resident. City is installing a shared-use path on the south side of 25th Avenue in 2027. This stop sign will function as a layer of protection for pedestrians using the path against drunk drivers.

There is a concern of pedestrian safety once the path is installed. Construction is scheduled to take place fall/winter of 2026. This is currently a one-way stop for east bound traffic on 25th Avenue.

Staff Recommendation: Josh Whiting made motion to install this an all-way stop intersection when the shared-use path is installed. Eric Wells seconded motion. Motion passes.

Board Member	Aye	Nay
Eric Wells	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

4. Request for installation of chevrons and other signage indicating a curve in the roadway in the 1800 block of Ave. of the Cities.

Explanation: Resident request for additional traffic control here after their house was hit by errant vehicles on 2 occasions. The MUTCD recommends the addition of chevrons & curve signage due to the vehicle traffic on this roadway.

Crash reports show two (2) accidents within 6 months.

Staff Recommendation: Josh Whiting made motion to approve proposed signage plan. Momen Mokhtar seconded motion. Motion passes.

Board Member	Aye	Nay
Eric Wells	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

5. Request for the "No Parking Here to Corner" sign on the south side of 11th Avenue A, off of 31st Street, be moved further west.

Explanation: Resident is concerned for near misses between vehicles and sanitation trucks coming out of the 11th Avenue A cul-de-sac with vehicles that are parked close to the current "No Parking Here to Corner" sign on the south side of 11th Avenue A, off of 31st Street.

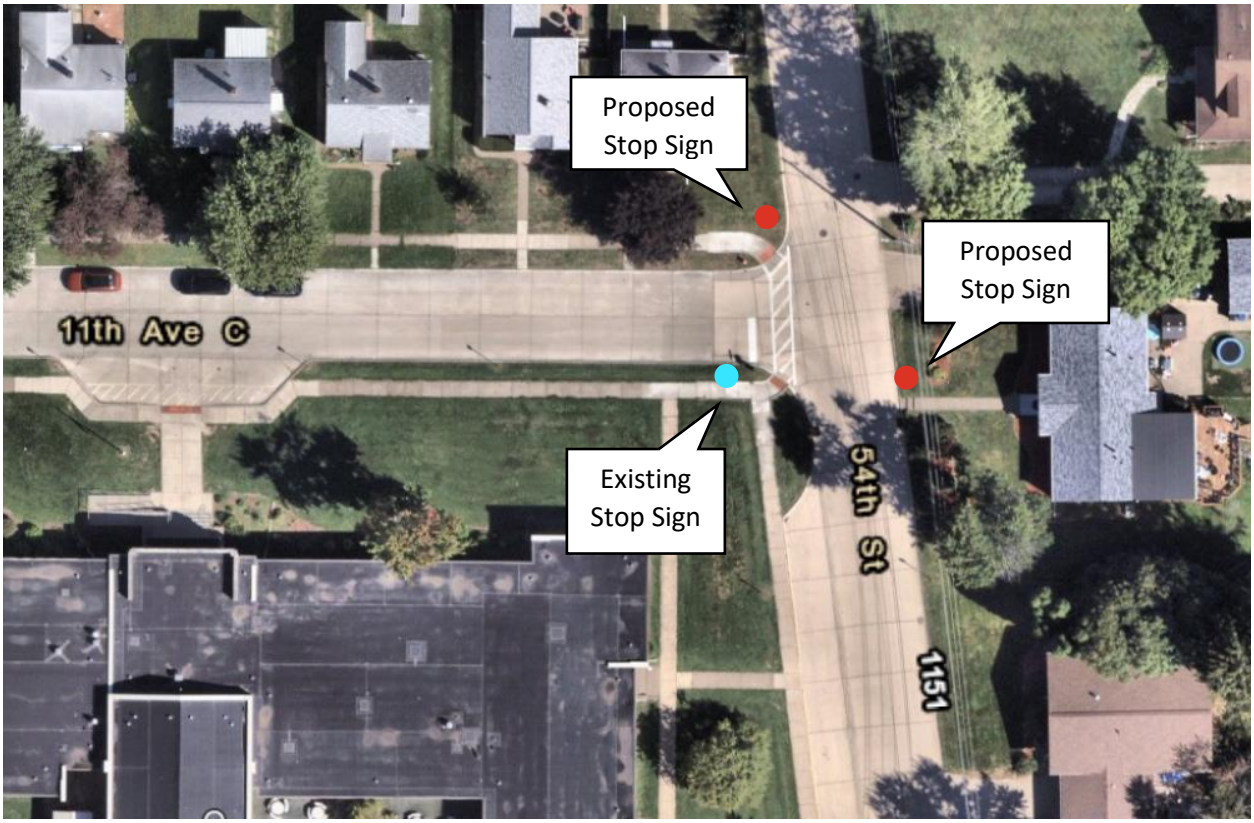
Staff Recommendation: Josh Whiting made motion to table item to next Traffic Committee Meeting, discuss with sanitation department to see if there any concerns, and possibly perform a radius evaluation if there are any concerns. Momen Mokhtar seconded motion. Motion passes.

Board Member	Aye	Nay
Eric Wells	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

Meeting Adjourned 2:45 p.m.

Next Traffic Committee Meeting to be held May 5, 2026

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering


Proposed
Stop Sign
Proposed
Stop Sign
11th Ave C
Existing
Stop Sign
54th St
1151

AGENDA ITEM DETAIL
May 12, 2026

A Resolution approving the final plat of Subdivision for Plaza on the Avenue 3rd Addition and vacating a portion of an existing utility easement (A re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition/Dolan Commons).

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED RES1 Savanna-Chris - Plaza on the Ave 3rd Add Final Plat - EXP.pdf
CED RES1 Savanna-Chris - Plaza on the Ave 3rd Add Final Plat - CB.pdf
CED RES1 Savanna-Chris - Plaza on the Ave 3rd Add Final Plat - ATT.pdf

A Resolution approving the Final Plat of Subdivision for Plaza on the Avenue 3rd Addition and vacating a portion of an existing utility easement (A re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition/Dolan Commons).

Explanation: Dolan Commons, LLC (C/O Kevin Dolan) is proposing a redevelopment of their property at the NE corner of 27th Street and Avenue of the Cities. As such, they seek approval of a final plat and easement vacation to facilitate the redevelopment. The proposed final plat is a re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition and includes a vacation of a portion of an existing utility easement that totals 0.04 acres. The total area to be re-platted is 0.64 acres and accompanies the PUD rezoning also on this agenda. The exact area of easement to be vacated is shown on the final plat and both the legal descriptions of the easement, as well as of the subdivision, are included in the resolution.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING the final plat of Subdivision for Plaza on the Avenue 3rd Addition and vacating a portion of an existing utility easement (A re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition).

WHEREAS, the City of Moline (the "City"), Illinois, is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, Dolan Commons, LLC ("Owner") is the owner of record of the property commonly known as 2727 Avenue of the Cities ("Property"); and

WHEREAS, the Owner seeks approval of a final plat and vacation of a portion of an existing utility easement to facilitate the redevelopment of the Property; and

WHEREAS, the Owner plans to construct a commercial drive through sales and service use, install EV Charging stations and build a 10-unit multi-family residential building on approximately 0.64 acres of land generally located between at the NE corner of 27th Street and Avenue of the Cities and commonly known as 2727 Avenue of the Cities; and

WHEREAS, City Utilities staff, as well as all known private utility companies and easement rights holders, have been notified and have expressed they have no objections to vacating said easement; and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances, as amended, have been complied with in the preparation and review of the final plat of subdivision; and

WHEREAS, the Mayor and City Council find and determine that it is in the City's best interest to approve of said final plat of subdivision and the vacation of a portion of an existing utility easement.

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

That this Council hereby finds and declares upon the recommendation of its Committee of the Whole that it is in the best interest of the City of Moline, Illinois, to vacate the easement hereinafter described because it is no longer needed.

BE IT FURTHER RESOLVED that part of the Southeast Quarter of Section 4, Township 17 North, Range 1 West of the 4th Principal Meridian, in Rock Island County, Illinois, more particularly described as follows:

COMMENCING AT THE NW CORNER OF LOT 4 OF PLAZA ON THE AVENUE 2ND ADDITION, RECORDED BOOK 48 PAGE 210, MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THENCE ALONG THE WEST LINE OF SAID LOT 4, S00°36' 48"W 20.23 FEET TO THE POINT OF BEGINNING, THENCE S89°03'37"E 110.00 FEET, THENCE S00°56'23"W 17.80 FEET, THENCE N89°03'37"W 109.90 FEET, THENCE N00°36'20"W 17.80 FEET TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE ABOVE DESCRIBED CONTAINS 0.04 ACRES, MORE OR LESS.

be and hereby is vacated.

BE IT FURTHER RESOLVED that the final plat of subdivision for Plaza on the Avenue 3rd Addition (A re-plat of Lots 2 and 4 of Plaza on the Avenue 2nd Addition), a subdivision for the following described property shall be and is hereby approved in substantially the form of Exhibit A:

BEING ALL OF LOTS 2 AND 4 IN PLAZA ON THE AVENUE 2ND ADDITION, PART OF THE SE QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, RECORDED BOOK 48 PAGE 210, MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, IN SAID PLAZA ON THE AVENUE 2ND ADDITION, THENCE ALONG THE NORTH LINE OF SAID LOT 4 N89°43' 30"E, 147.74 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 4 S00°56'23"W, 75.14 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2 S89°03'37"E, 37.00 FEET, THENCE S00°56'23"W, 63.00 FEET; THENCE N89°03'37"W, 13.95 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 2 S00°56'23"W, 42.03 FEET TO NORTH RIGHT OF WAY OF AVENUE OF THE CITIES; THENCE ALONG SAID NORTH RIGHT OF WAY N84°17'18"W, 108.67 FEET, THENCE N81°06'18"W, 11.72 FEET; THENCE, N67°54'55"W, 24.08 FEET; THENCE N54°09'49"W, 20.98 FEET; THENCE N29°34'43" W, 20.60 FEET TO THE EAST RIGHT OF WAY OF 27TH STREET AND ALSO BEING THE WEST LINE OF SAID LOT 2; THENCE N00°36'48"E, 127.92 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE ABOVE DESCRIBED CONTAINS 0.64 ACRES, MORE OR LESS.

CITY OF MOLINE, ILLINOIS

_____
Mayor

April 28, 2026
Date

Passed: April 28, 2026

Minutes Approved: May 12, 2026

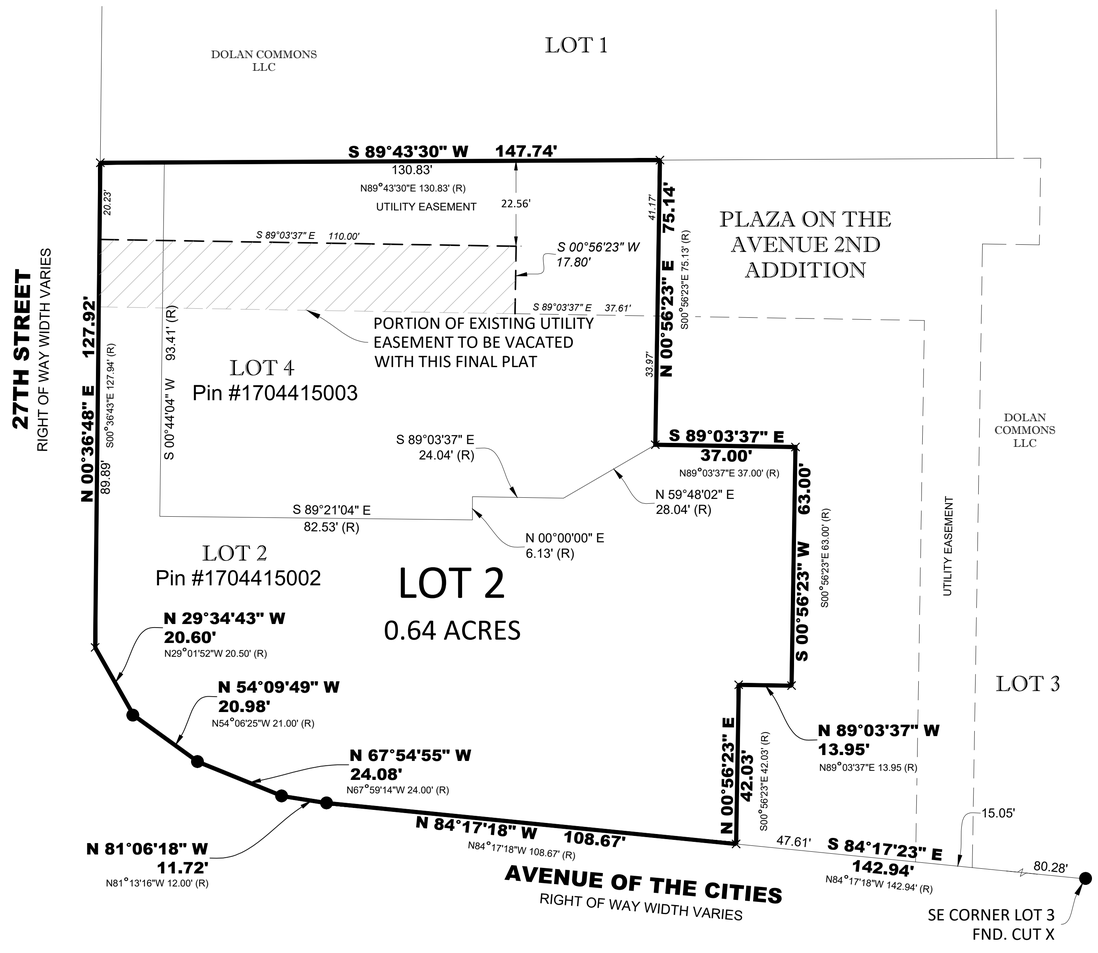
Attest: _____
City Clerk

Exhibit "A"

PLAZA ON THE AVENUE 3RD ADDITION

TO THE CITY OF MOLINE

BEING A RE-PLAT OF LOTS 2 AND 4 OF PLAZA ON THE AVENUE 2ND ADDITION
PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 1 WEST
OF THE FOURTH PRINCIPIAL MERIDAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS



Legal Description
Lots 2 and 4 of Plaza on the Avenue 2nd Addition, recorded Book 48 Page 210, Moline, Rock Island County, Illinois.

The total area of the above described properties contains 0.64 acres, more or less.

ZONING : NC - NEIGHBORHOOD CENTER DISTRICT

MINIMUM YARD SETBACKS		MINIMUM LOT DIMENSIONS	
FRONT	0'	AREA	5,000 SF
LEAST	0'	WIDTH	50'
SUM	0'	STREET FRONT	20'
REAR	0'		

NOTES:

1. INGRESS/EGRESS EASEMENT SHARED BY ALL LOTS IN PARKING & DRIVE AREAS DEFINED BY CONSTRUCTION OF SAID ITEMS.
2. INTERIOR CORNERS WILL BE SET WITHIN 12 MONTHS OF RECORDING THIS PLAT.
3. BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS PLANE COORDINATE SYSTEM WEST ZONE NAD 83.

LEGEND

△	SECTION CORNER-AS LABELED
⊙	SET #5 REBAR RPC #35-2256
×	SET CUT X
☼	SET PK/MAG NAIL
□	SET COTTON GIN SPINDLE
●	FOUND-3/4" Ø REBAR OPC #3811
OPC	ORANGE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
RPC	RED PLASTIC CAP
———	PROPOSED BOUNDARY
———	EXISTING PROPERTY LINE
- - - -	PROPOSED EASEMENT
- - - -	EXISTING EASEMENT
—o—o—o—	EXISTING FENCE
(R)	PREVIOUSLY RECORDED AS

Certificate of City Council:
I, _____, Mayor of the City of Moline, do hereby certify that the plat shown hereon was duly presented to the City Council and approved at a meeting of same held on the ___day of_____, A.D. 20___.

_____
Mayor
Attest: _____
City Clerk

County Clerk's Certificate

State of Illinois)
)SS
Rock Island County)

County Clerk's Certificate

I, County Clerk of the county aforementioned, do hereby certify that I have examined the tax records of the property shown on the attached Final Plat of PLAZA ON THE AVENUE 3RD ADDITION in the County of Rock Island, and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of said attached plat.

Given under my hand and seal this_____day of_____,2026.

_____
County Clerk Rock Island County

Surveyor's Certificate:

State of Illinois)
)SS
Rock Island County)

I, Jerry D. Rogers, an Illinois professsional land surveyor, hereby certify that the annexed plat is a true and correct representation of a survey made by me or under my direction according to the surveying laws of the State of Illinois and the City of Moline's Subdivision Ordinance of the following described property to wit:

Lots 2 and 4 of Plaza on the Avenue 2nd addition to the city of Moline, Rock Island County, Illinois.

Monuments as shown on the plat are set or will be set within thirty (30) days after the completion of the required improvements and their acceptance by the City, and such monuments are or will be sufficient to enable the survey to be retraced and will occupy the positions shown thereon.

(No) part of the property covered by this plat of subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

I hereby certify that this survey document was prepared and the related survey work was performed by me or under my direct personal supervision and that it conforms to the current Illinois minimum standards for a boundary survey. Field Survey was completed December of 2025.

_____
Jerry D. Rogers
IPLS NO. 35-2256
My License expires November 30, 2026

STATE OF ILLINOIS · JERRY D. ROGERS · 035-2256 · PROFESSIONAL LAND SURVEYOR

Owner's Certificate

State of Illinois)
County of Rock Island)SS
City of Moline)

RETURN TO AND PREPARED BY:

AXIOM CONSULTANTS, LLC,
Bradley R. Geater
300 S. Clinton St.
Unit 200, Iowa City, IA 52240
PH# 319.519.6220

Know all men by these presents, that I, Kevin Dolan, owner and proprietor of the land shown on the accompanying plat and described in the accompanying certificate of the surveyor do hereby certify that I have caused said survey to be made and acknowledge the said plat as correct, and do hereby adopt and accept the same and cause it to be known as PLAZA ON THE AVENUE 3RD ADDITION.

Easements are hereby dedicated for the use of the City of Moline and utility companies as indicated on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain, drainage structures, sewer pipes, water main, gas, electrical and other appliances for the purpose of serving the subdivision and other property; together with the right to enter upon lots at all times to install, lay, construct, renew and operate and maintain sewer pipes and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public drainage and utility purposes. The Owner of each lot is responsible for the maintenance of said easement and shall not cause or create any condition to adversely affect positive drainage in its current pattern of surface runoff to the east.

This entire subdivision is within the Moline - Coal Valley School District #40.

In witness whereof, I hereunto affix my hand and seal this ____ day of _____, A.D. 2026.

_____

NOTARY PUBLIC'S CERTIFICATE

State of _____)
)SS
County of _____)

I, _____, a Notary Public in and for the County aforesaid, do hereby certify that Kevin Dolan is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he signed and sealed the same as his free and voluntary act for the uses and purposes therein set forth, including the release waiver of the right homestead.

Given under my hand and Notarial Seal this ____day of _____, 2026.

_____

Certificate of City Clerk

I,_____, City Clerk in and for said City of Moline, do hereby certify that all due assessments have been paid upon said real estate described on the accompanying plat.

In witness whereof, I hereunto affix my hand and seal this ____ day of _____, A.D. 2026.

_____
City Clerk

City Administrative Approval Certificate

We the undersigned Director of Community and Economic Development, Director of Engineering and, Director of Public Works, do hereby certify that the accompanying plat has been examined and found to be in compliance with the requirements of the Moline Subdivision Regulations and approve this plat by the City of Moline.

_____
Christopher J. Mathias, AICP, Director of Community and Economic Development

_____
Laura C. Klauer, P.E., City Engineer

_____
Denver Schmidt, Director of Public Works

Drainage Statement
To the best of my knowledge and belief the drainage of surface waters both within and around this subdivision will not be changed by the construction of same or any part thereof.

_____
Illinois Professional Engineer
Registration Number_____

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

0 10 20
1" = 20'

DOLAN COMMONS
PLAZA ON THE AVENUE
MOLINE, ILLINOIS
KEVIN DOLAN

ISSUED FOR
REVIEW

DATE	03/23/2026
DESCRIPTION	DATE

DESIGNED BY	BRG
DETAILED BY	CLD
CHECKED BY	BRG
PROJECT NO.	10149-10008

SHEET NAME
FINAL PLAT

1 OF 1

Mar 23, 2026 - 2:20pm C:\Users\bgeater\DC\ACCDocs\Ruekert & Mielke, Inc-\10149-10008 Dolan-AoC Moline\Project Files\05 Design\Civil-Survey\Plats\10149-10008 - FINAL PLAT Axiom.dwg

AGENDA ITEM DETAIL
May 12, 2026

A Resolution declaring the property located at 200-202 20th Street, Moline, Illinois ("200 building"), and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor and City Clerk to execute and attest to a Purchase and Sale Agreement and do all things necessary to convey the above-referenced City-owned Property to 321 Partners, LLC; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED RES1 Chris P. - Purchase and Sale Agreement 200 20th Street-EXP w CP edit.pdf
CED RES1 Chris P. - Purchase and Sale Agreement 200 20th Street-CB w CP Edit xg.pdf
CED RES1 Chris P. - Purchase and Sale Agreement 200 20th Street-ATT.pdf

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A Resolution declaring the property located at 200-202 20th Street, Moline, Illinois ("200 building"), and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor and City Clerk to execute and attest to a Purchase and Sale Agreement and do all things necessary to convey the above-referenced City-owned Property to 321 Partners, LLC; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

Explanation: The City of Moline ("City") is the owner of the Property, an approximately .77-acre site which includes the vacant 200 building, which has been identified as surplus property available for purchase. The City issued a request for proposals ("RFP") for redevelopment of the Property specifying the rehabilitation of the 200 building and received two proposals from qualified firms and evaluated, interviewed, and ranked those proposals based on the requirements of the RFP. The Proposal contemplates the rehabilitation of the vacant 200 building with approximately twenty-seven residential rental units and ground floor commercial uses. City staff recommends approval of the Purchase and Sale Agreement, with a purchase price of Three Hundred Fifty Thousand Dollars ($350,000), as this is beneficial to the City in order to dispose of surplus property held in City inventory for several years, and to facilitate activation of an abandoned building and vacant land with mixed-use residential rental housing development.

Fiscal Impact: $350,000.00
Public Notice/Recording: N/A

Council Bill/Resolution No.:
Sponsor:

A RESOLUTION

DECLARING the property located at 200-202 20th Street, Moline, Illinois ("200 building"), and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006 ("Property"), as surplus; and

AUTHORIZING the Mayor and City Clerk to execute and attest to a Purchase and Sale Agreement and do all things necessary to convey the above-referenced City-owned Property to 321 Partners, LLC; and

AUTHORIZING the City Attorney and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

WHEREAS, the City of Moline ("City") is the owner of the Property, an approximately .77-acre site which includes the vacant 200 building, which has been identified as surplus property available for purchase; and

WHEREAS, the City issued a request for proposals ("RFP") for redevelopment of the 200 building; and

WHEREAS, the City received two proposals from qualified firms, evaluated and conducted interviews with the respondents, and ranked those proposals based on the requirements of the RFP; and

WHEREAS, the proposal submitted by 321 Partners, LLC ("Proposal") was deemed the highest rank response based on the requirements of the RFP; and

WHEREAS, the Proposal contemplates the rehabilitation of the 200 building with approximately twenty-seven residential rental units and activation of the ground floor with commercial uses; and

WHEREAS, City staff recommends approval of the Purchase and Sale Agreement, for a purchase price of Three Hundred Fifty Thousand Dollars ($350,000), as beneficial to the City in order to dispose of surplus property held in City inventory for several years, and to facilitate activation of an abandoned building and vacant land with mixed-use residential rental housing development.

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

That the property located at 200-202 20th Street and the identified portions of easterly adjacent parcels 0832206006, 0832206004, and 0832205006, Moline, Illinois, is declared as surplus.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to a Purchase and Sale Agreement concerning the above-referenced City-owned property to 321 Partners, LLC, and execute all supporting documents contemplated within the Purchase and Sale Agreement, consistent with the terms outlined therein, and do all things necessary to convey said property to 321 Partners, LLC, in return for payment of $350,000 at closing; provided, however, that said Agreement is in substantial form and content to that attached hereto and incorporated herein by this reference thereto.

BE IT FURTHER RESOLVED that the City Attorney and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***") is entered by and between Buyer and Seller effective as of the date of the last party's execution hereof (the "***Effective Date***").

1. **Parties:** "***Seller***" is: THE CITY OF MOLINE
619 16th Street
Moline, IL 61265

"***Buyer***" is: 321 Partners, LLC
220 Emerson Place, Suite 101-C
Davenport, IA 52801

2. **Property:** On the date of Closing, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller one (1) parcel of real property commonly known and numbered as 200 20th Street, Moline, IL 61265 together with all buildings, structures and improvements, together with all easements and rights benefiting or appurtenant to the real property, located in the City of Moline, Illinois as depicted in **Exhibit A** (the "***Property***") (the exact legal description to the Property in the deed vesting title in Seller to govern), for the price and on the terms and conditions defined and set forth hereinafter.

3. **Project:** Buyer is proposing to redevelop the Property into a residential rental development comprised of the rehabilitation of the existing building into approximately 27 units with ground floor commercial uses (the "***Project***") per the site plan as provided in the attached **Exhibit B**.

4. **Deposit:** Within three (3) business days following the Effective Date, Buyer shall deposit with a mutually acceptable title company (the "***Title Company***") the sum of **Ten Thousand Dollars ($10,000.00)** in a non-interest bearing account (the "***Deposit***"). The Title Company shall retain the Deposit until the Closing occurs, in which case the Deposit shall be applied to the Purchase Price and delivered to Seller. Notwithstanding anything to the contrary in this Agreement, if the Closing does not occur for any reason other than Buyer's failure to perform its material obligations under this Agreement, the Deposit shall be immediately returned to Buyer.

5. **Purchase Price:** In consideration for the transfer of the Property, the purchase price for the Property (the "***Purchase Price***") shall be **Three Hundred Fifty Thousand Dollars ($350,000.00)** subject to the credits, adjustments and prorations provided for herein.

6. **Title and Survey:** During the Due Diligence Period, Buyer may cause the Title Company to issue a commitment (the "***Title Commitment***") to issue an owner's policy of title insurance for the Property in the form and with coverages as Buyer may desire. Buyer may, within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a current ALTA survey of the Property (the "***Survey***"). Buyer shall have until ten (10) days following receipt of the Title Commitment and Survey to notify Seller in writing of any objections to any matter(s) shown or referred to in the Title Commitment or the Survey, as applicable (the "***Title Objections***"). Any matter(s) which are set forth in the Title Commitment or the Survey and to which Buyer does not object (or to which Buyer objects but which Seller elects not to cure), together with the lien for all ad valorem real estate taxes and assessments not yet due and payable as of Closing;

local, state and federal laws, ordinances and regulations; and any matters caused by Buyer, shall be deemed to be permitted exceptions to the status of Seller's title (the "***Permitted Exceptions***"). Not later than five (5) days thereafter, Seller shall notify Buyer of those conditions Seller intends to cure prior to Closing. If Seller fails to so notify Buyer, or if Seller notifies Buyer that Seller does not intend to cure all such Title Objections, Buyer may, within five (5) business days following the Buyer's receipt of such notice, either (i) may delay the Closing for a reasonable time to permit Seller to continue to diligently pursue such correction, or (ii) may terminate this Agreement by delivering written notice of termination to Seller, in which case the entire Deposit shall be returned to Buyer, or (ii) waive the Title Objections and proceed to Closing, in which case such items shall be deemed to be Permitted Exceptions. Upon any termination of this Agreement described in this Section, the parties shall have no further obligations under this Agreement and the Title Company immediately shall deliver the Deposit to Buyer.

7. **Deliveries:** Within five (5) days following the Effective Date, Seller shall deliver to Buyer, to the extent in Seller's possession, copies of any title policies for the Property, surveys, environmental reports, soil reports, soil studies, any documents related to pending or threatened litigation, proceeding or arbitration concerning the Property, a list of personal property owned by or leased by Seller and used in connection with ownership and management of the Property, which are in Seller's actual possession or control and relating to the Property, if any (collectively, "***Seller's Deliveries***"). Within fifteen (15) days following the Effective Date, Buyer will provide Seller with a draft financial budget, including a sources and uses table, for the Project.

8. **Due Diligence Period; Right of Entry; Indemnification:** During the sixty (60) days following the Effective Date (the "***Due Diligence Period***") and subject to the terms set forth herein, Buyer and its agents shall have access to the Property, subject to the terms of this Section 8, for the purpose of entering upon the Property and conducting soil tests, environmental tests, surveys, and other desired, non-invasive on-site tests or inspections to assess the condition and suitability of the Property. In addition, Buyer will meet with Seller, during the formation of preliminary site plans and elevations to keep Seller informed of the planned development as it relates to the intent of the request for proposals and future financing requirements. Prior to the expiration of the Due Diligence Period, Buyer may terminate this Agreement for any reason or no reason by giving written notice to the Seller. Upon such termination by Buyer, this Agreement shall become null and void and be of no further force and effect, and the Parties hereto shall have no further rights, obligations, or liabilities hereunder, and the Deposit shall be immediately refunded to Buyer. Regarding the entrance onto the Property by Buyer, the following shall apply:

a. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to (i) the Buyer and its agents a right of entry ("***Right of Entry***") to the Property for the purpose of allowing the Buyer and its agents to inspect the Property and conduct soil, environmental and other engineering tests and surveys thereon. The Buyer and its agents will be solely responsible for all costs and expenses incurred in inspecting the Property and conducting soil and environmental tests thereon. Buyer and its agents shall provide at least five hours advance telephone notice to the City Administrator and Director of Community & Economic Development, during normal business hours from time to time during the Due Diligence Period, to exercise the Right of Entry upon the Property and to make such tests, surveys, investigations and other tests at such places, to such depths and in such manner as Buyer and its agents may reasonably deem necessary or desirable to

determine the suitability of the Property, which tests will not require the City's consent; provided, however, that Developer will promptly restore the affected areas of the Property to the condition immediately before any such tests are conducted and completed. The City may, in its sole and absolute discretion, have its representative or employees accompany Buyer, its agents, and their contractors during any and all visits to the Property. Buyer and its agents agree to keep the information discovered during the course of said testing and other information relating to the Property discovered during the course of the investigation confidential except as may be required in order to obtain financing, or as may be required by law (and Buyer and its agents shall be permitted to share such information with its affiliates and advisors engaged in connection with Buyer's and its agents acquisition and development of the Property, as well as any lender in connection with the Project Financing). Buyer and its agents acknowledge that certain materials provided to the City may be subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*.

b. The Buyer and its agents agree to indemnify, defend and hold the City and its officials, officers, employees and agents harmless from and against all claims, damages, losses, liens, claims for lien, costs, penalties, liabilities, causes of action and expense attributable to any negligent, reckless or intentional acts of the Buyer and its agents, or any of them, or any of their respective agents, employees or contractors, arising out of the use of the Property pursuant to this Right of Entry, ("***Buyer's Indemnification Obligations***"). The Buyer's Indemnification Obligations will be a continuing obligation of the Buyer and its agents, which obligation will not be merged into the deed or deeds, and will continue until the applicable statute of limitation has tolled. The Buyer and its agents agree to secure, or cause to be secured, at its sole cost and expense, all necessary permits and authorizations regarding the performance of any work or tests conducted on the Property. The Buyer and its agents agree to comply at all times with all applicable municipal, county, state and federal laws, rules, regulations pertaining to the Buyers and its agents activities on the Property.

c. Prior to any Right of Entry on the Property pursuant to this Section 8 and prior to conveyance of title to the Property, Buyer and its agents shall provide to the City proof of insurance against claims for bodily injury, death and property damage occurring in, on or about the Property. The Buyer and its agents will obtain, at their sole cost and expense, commercial general liability insurance provided by an insurance company rated A-VII or better by the current Best's Key Rating Guide and shall be licensed to do business in the State of Illinois. Such insurance policies will be under the corporate name of the Buyer and its agents, as applicable, and will name the City as an additional insured and will insure against injury to property, persons or loss of life arising in connection with the Property in an amount of not less than $2,000,000.00 combined single limit per occurrence/aggregate, and will provide for 30-days notice of cancellation. The insurance will be written on an "occurrence" basis and not on a "claims made" basis. The Buyer's and its agents obligation to provide the insurance coverage will be a continuing obligation of the Buyer and its agents, which obligation will not be merged into the deed or deeds, and will continue so long as the Buyer and its agents do any work on the Property to develop the Project, including work done after the Closing, in accordance with this Agreement.

9. **Governmental Approval Period:** Buyer shall have ninety (90) days following the Due Diligence Period (the "***Governmental Approval Period***"), to obtain all necessary governmental approvals for the Project from any and all governmental authorities having jurisdiction, including IDOT, IEPA, City of Moline, and State of Illinois, and such approvals shall include any and all permits, any covenants, restrictions, cross-access and other shared agreements. If Buyer is unable to obtain all necessary governmental approvals within the initial Governmental Approval Period, then Buyer may extend the Governmental Approval Period for an additional thirty (30) days with the deposit of an additional Deposit of Ten Thousand Dollars ($10,000.00) which shall be refundable and applicable to the Purchase Price at Closing. If Buyer, after a good faith effort to do so, cannot obtain all necessary governmental approvals during the Governmental Approval Period, as may be extended, then Buyer may terminate this Agreement by giving written notice to the Seller. Upon such termination by Buyer, this Agreement shall become null and void and be of no further force and effect, the Parties hereto shall have no further rights, obligations, or liabilities hereunder, and the Deposit(s) shall be immediately refunded to Buyer.

10. **Changes in Property Condition:** Buyer retains the right, following expiration of the Due Diligence Period, to terminate this Agreement if between the Effective Date and Closing there occurs a change in the condition of the Property or the title to the Property which, had it existed or had it been revealed to Buyer prior to expiration of the Due Diligence Period, Buyer would not have been satisfied with the Property. If Buyer determines such change renders the Property unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall notify Seller thereof, and Seller, no later than five (5) business days thereafter shall notify Buyer whether Seller, prior to Closing, will address such condition so as to make the Property satisfactory to Buyer. If Seller agrees to so address such condition, the parties may delay Closing for a reasonable period, but not longer than thirty (30) days), to permit Seller to so address such condition, but if in Buyer's reasonable determination Seller fails to do so, Buyer may terminate this Agreement by delivering to Seller written notice thereof. Upon any such termination, the parties shall have no further obligations under this Agreement and the Title Company immediately shall deliver the Deposit to Buyer, as applicable.

11. **Economic Incentive**: The Buyer has expressed the need for economic incentives consistent with those currently contemplated in the Seller's application to the State of Illinois Department of Commerce and Economic Opportunity ("DCEO") under the River Edge Redevelopment Zone ("RERZ") program. Any such economic incentives to be provided are subject to the Seller's RERZ application to DCEO, DCEO's approval of such application, and the approval of Moline City Council. After such approvals, the Parties may enter into an Economic Incentive Agreement. The Economic Incentive Agreement will survive Closing.

12. **Closing Conditions:** Each party's obligation to perform hereunder is conditioned upon the due performance by the other of all undertakings and agreements to be performed by the other hereunder and the truth in all material respects of each representation and warranty as set forth in this Agreement as though remade by the other at the Closing Date except for such changes as are permitted under the terms of this Agreement. In addition, this Agreement is subject to the following conditions being completed in their entirety prior to Closing (the "***Closing Conditions***"):

a. Seller's receipt of City Council approval for this Agreement.

b. Confirmation of RERZ economic incentives through the incorporation of the Economic Incentive Agreement.
c. In coordination with Buyer's final plans and specifications, Seller shall have completed all necessary adjustments to existing land boundaries, parcel reconfiguration, zone lot adjustments and any other amendments necessary to deliver acceptable title to the land comprising the Property, as well as secured all approvals, including zoning classification approval, necessary to facilitate the Project as contemplated herein.

No Closing on the Property will be scheduled unless and until (1) the Buyer and City have fully executed and recorded this Agreement in the Office of the Rock Island County Recorder and (2) the Buyer has received the Governmental Approvals, and all necessary county, state and federal approvals as Developer may deem necessary to enable the development of the Property, and (3) the Buyer provides a copy, satisfactory in form and substance, to the City Administrator and Community Development Director, of a firm written commitment from an institutional lender, financial institution or investor for a construction loan to acquire, develop and construct the Project on the Property.

Upon satisfactory completion of the requirements under this Section 12, the Buyer will have the right to establish a closing date for the Property by sending notice to the Community Development Director and City Administrator not less than 30-days prior to the proposed closing date. The closing date shall be within 60 days of providing such notice.

The closing will take place in escrow through a so called "New York style closing." The Buyer will pay all closing costs, including, without limitation, costs of recording its deed, any title endorsements, other title insurance charges and the cost of recording any releases of unpermitted exceptions, and its and the City's attorneys' fees. In the event any tax is imposed by state, county, or municipal law on the transfer of the title to the Property (transfer stamps), the Developer will pay transfer taxes imposed by the State and County, if any, and the City will waive any City transfer taxes.

13. **Closing:** The "***Closing***" occurs when Seller has performed all its obligations under this Agreement, including the Closing Conditions, and when Buyer has performed all its obligations under this Agreement, in each case other than those obligations the other party has waived. The Closing shall occur on that date that is thirty (30) days following the later to occur of (i) expiration of the Governmental Approvals Period, and (ii) the completion of all of the Closing Conditions.

14. **Closing Documents**:

At Closing, Seller shall deliver the following:

a. A General Warranty Deed (the "***Deed***") conveying title to the Property from Seller to Buyer subject only to the lien of real estate taxes for the year in which Closing occurs, zoning regulations existing as of the Closing, and the Permitted Exceptions, in form and substance reasonably satisfactory to Buyer;
b. A signed counterpart original of the Economic Incentive Agreement;
c. A seller's affidavit in the form required by the Title Company to delete from the Title Policy those pre-printed exceptions capable of being deleted by delivery of such an affidavit, in such form and substance acceptable to Seller, in Seller's reasonable discretion; and

d. Such other documents and instruments of assignment and transfer as the Title Company may reasonably require in order to complete the conveyance and issue the Title Policy to Buyer.

At Closing, Buyer shall deliver the following:

e. The Purchase Price;

f. A signed counterpart original of the Economic Incentive Agreement; and

g. Such other documents and instruments of assignment and transfer as the Title Company may reasonably require in order to complete the conveyance and issue the Title Policy to Buyer.

15. **Closing Adjustments:**

At Closing, Buyer shall pay:

a. The Purchase Price subject to credit for the Deposit, and any prorations for general real estate taxes and special assessments through the Closing Date. The proration of undetermined taxes shall be based on a 365-day year and on the last available tax rate and valuation and such proration shall be final;

b. All property taxes incurred after the Closing Date;

c. The cost of any extended title insurance coverage and any endorsements;

d. All survey costs for any survey ordered by Buyer;

e. Any and all other costs associated with Buyer's financing, if any;

f. One-half (1/2) the closing and recording fees charged by the Title Company; and

g. Any other closing costs and recording fees directly attributable to Buyer

At Closing, Seller shall pay:

h. Any recording fees, transfer tax or conveyance fee associated with the recording of the Deed;

i. Any recording fees incurred in connection with the removal of liens or security interests prior to Closing;

j. The cost for a standard owners policy of the Title Policy;

k. One-half (1/2) the closing fees and recording fees charged by the Title Company; and

l. Any other closing costs and recording fees directly attributable to Seller

Each party shall pay their own attorney and other professional fees, except as otherwise provided in this Agreement.

16. **Possession and Risk of Loss:** Seller shall continue in possession of the Property until the Closing and shall maintain and operate the Property in substantially the same manner as it is currently being operated by Seller as of the Effective Date. In the event, prior to the Closing, of any material damage to or destruction of the Property or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any portion thereof by anyone having the power of eminent domain, Seller immediately shall deliver to Buyer notice thereof. Buyer, by written notice to Seller delivered not later than ten (10) days thereafter, may elect to: (i) terminate this Agreement, or (ii) proceed to purchase the Property according to the terms in this Agreement. If Buyer does not elect to terminate this Agreement, then Seller on the Closing Date shall pay to Buyer all insurance proceeds received by Seller (less any amounts spent by Buyer to adjust any insurance claim or complete repairs to the Property) plus an amount equal to any deductible, or self-insurance retention related to the casualty coverage, and all condemnation awards and compensation then received by Seller In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or

taking. Seller will not settle any condemnation or eminent domain claim or proceeding nor receive any award or payment in connection with a change in the grade of any street, road, highway, or avenue in respect of or in connection with the Premises without obtaining Buyer's prior consent in each case. Upon any termination described in this Section, the parties shall have no further obligations under this Agreement and the Title Company immediately shall deliver the Deposit to Buyer, as applicable.

17. **Right to Repurchase**: In the event the Buyer has not started construction within one (1) year after Closing, the Seller will have the right to repurchase, as defined in the Economic Incentive Agreement, the Property from the Buyer at the Purchase Price stated in this Agreement.

18. **Notices:** All notices, consents, requests, demands, and other communications hereunder ("***Notices***") are to be in writing and are deemed to have been duly given or made when (a) personally delivered, or (b) deposited with a nationally recognized overnight courier, in each case addressed to the recipient at their address set forth in Section 1 or to such other address as any party may designate by written notice to the other party in accordance with the terms of this Section. In addition, all such Notices shall be contemporaneously sent via e-mail to the parties receiving such Notice.

19. **Representations:** Seller hereby makes the following representations, warranties, and covenants to Buyer as of the Effective Date and of the Closing, each of which shall survive the Closing for a period of -three hundred sixty-five (365) days after Closing:

a. **Ownership; Authority; Occupancy:** Seller is the sole fee owner of the Property and has the right to enter into this Agreement and to consummate the Closing as contemplated by this Agreement without the consent of any third party. Each individual executing this Agreement on Seller's behalf is duly authorized by Seller to so execute. Except as disclosed on any rent roll delivered to Buyer, there are no tenants or licensees at the Property or otherwise in possession of any part of the Property.

b. **Environmental Matters:** Except as otherwise disclosed to Buyer by Seller in writing, or in the Seller Deliveries, Seller has no actual knowledge of any Hazardous Materials existing at, on, in or under the Property in violation of any Law. To Seller's actual knowledge, except as disclosed to Buyer by Seller in writing or in the Seller Deliveries; (i)there has been no generation, treatment, or storage of any Hazardous Materials at the Property nor any activity at the Property which could have produced Hazardous Materials; (ii) there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers, or other man-made facilities at the Property which may have accommodated Hazardous Materials at the Property; (iii) neither Seller nor anyone else has stored, placed, buried, or Released Hazardous Materials at the Property; (iv) there has been no treatment, storage, or Release of any Hazardous Materials on land adjacent or near to the Property; (v) no inspection, audit, inquiry, or other investigation has been or is being conducted by anyone with respect to the presence or discharge of Hazardous Materials at the Property; (vi) Seller has not received notice that any such inspection, audit, inquiry, or investigation is pending or proposed; and (viii) neither Seller nor, to Seller's knowledge, any previous owner of the Property has received any warning, notice, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice or request for

information alleging that Hazardous Materials have been stored or Released at the Property, that conditions at the Property are in violation of any Law, or requesting information regarding the use, storage, release, or potential Release of Hazardous Materials at the Property. "***Hazardous Materials***" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste, or other substance which is defined, determined, or identified as hazardous or toxic under any Law. "***Law***" means any federal, state, or local statute, regulation, or ordinance and any judicial or administrative decree or decision. "***Release***" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

c. **Taking; Adverse Proceedings:** Seller has received no notice of, nor to Seller's knowledge, are there any pending, threatened, or contemplated action by any governmental authority having the power of eminent domain which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. To Seller's knowledge, there is no action, suit, or proceeding pending or, to Seller's knowledge, threatened by or against, or affecting Seller which does or will involve or affect the Property or title thereto, and Seller, promptly upon receiving any such notice or learning of any such contemplated or threatened action, will deliver to Buyer notice thereof.

d. **Taxes/Assessments:** To Seller's knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the Effective Date. Seller will pay or cause to be paid promptly all city, state, and county ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the date of the Closing.

e. **Services Rendered:** There are no liens against the Property or to Seller's knowledge pending or threatened by any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred eighty (180) days prior to the Closing Date that has not been paid for.

20. **Amendment; Successors; Assignment; Captions; Further Assurances:** Neither any amendment, supplement, termination, consent, or waiver of any provision of this Agreement nor consent to any departure therefrom will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given. All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against the parties and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns. Buyer may assign or transfer its rights and obligations (or any of them) under this Agreement without Seller's consent,

but notice of any such assignment or transfer shall be given to Seller. Captions in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement (including, without limitation, if either party desires to affect a § 1031 exchange).

21. **Restriction on Sale:** Seller shall not, unless and until this Agreement is terminated as permitted hereunder, sell, option, lease, amend, convey, market, promote or otherwise assign its right, title, interest or possession of the Property, or any portion thereof, without the prior written approval of the Buyer. Any such prohibited act involving the granting of rights to the Property shall be subject to and subordinate to the rights of Buyer herein.

22. **Attorney Fees:** In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys' fees and expenses.

23. **Damages:** If Seller fails to perform any of Seller's obligations under this Agreement, Buyer shall have all remedies available to it at law or in equity including, but not limited to: (i) terminating this Agreement in which case Buyer shall be entitled to the return of the Deposit including any interest accrued thereon and all of Buyer's reasonable out of pocket expenses incurred in connection with its negotiation and performance under this Agreement and its actual costs incurred in connection with the performance of its ordinary and reasonable due diligence activities, or (ii) seek specific performance from Seller, and/or seeking additional damages. In the event that Seller breaches a representation, warranty or covenant under this Agreement, in addition to the remedies provided above in this Section 21, Buyer may, but is not obligated to proceed to Closing despite any such breach, provided in any such event, Buyer reserves the right to pursue all remedies available at law or in equity. If Buyer fails to perform Buyer's obligation to complete Closing as required by this Agreement, the parties acknowledge that Seller's damages are difficult to determine, so Seller shall receive as liquidated damages and not as a penalty the Deposit, which shall be Seller's sole remedy in such event.

24. **Entire Agreement; Exhibits; Failure or Delay; Governing Law:** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or written. All of the exhibits, upon final update or execution as necessary as a Condition to Closing, consistent with the terms contemplated herein, will be attached to this Agreement and deemed incorporated herein prior to Closing. Neither any failure on the part of any party to exercise, nor any delay in exercising, any right, power, or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement. If the expiration date of any period or time for performance hereunder falls on a Saturday, Sunday or legal holiday in the State of Illinois, then, in such event, the expiration date of such period or time for performance shall be extended to the next

business day. Neither this Agreement nor any memorandum hereof shall be recorded in any public records where the Property is located or elsewhere. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A transmission of an image of this Agreement showing a signature will have the same binding effect as an original bearing an original signature.

25. **Continuity of Obligations**. Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns, including successor corporate authorities of the Seller and any successors or assigns of Buyer that are so designated by Buyer in writing.

26. **Broker:** Each party represents and warrants to the other that no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement and no commissions shall be paid to any broker as a part of this Agreement.

[remainder of page is left blank intentionally; next page is signature page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

BUYER:

321 PARTNERS, LLC

By: _____

Print Name: Pete Stopulos

Title: Member - 321 Partners LLC

Date: 04/17/26

SELLER:

CITY OF MOLINE

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPERTY

Address:	**200-202 20TH STREET**
Parcels:	**The entirety of 0832224001** **A portion of 0832206006** **A portion of 0832206004** **A portion of 0832205006**
Legal:	**Revised legal to be provided based on final site plan**

EXHIBIT B

PRELIMINARY PROJECT SITE PLAN

Preliminary Site Plan



Parcel area review



AGENDA ITEM DETAIL
May 12, 2026

A Resolution approving a Professional Services Independent Contractor Agreement with Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services; and authorizing the Mayor and City Clerk to execute and attest to a Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; and authorizing City staff to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED RES2 Branding and Website Professional Services Agreement with Planeteria-EXP.pdf
CED RES2 Branding and Website Professional Services Agreement with Planeteria-CB.pdf
CED RES2 Branding and Website Professional Services Agreement with Planeteria-ATT.pdf

A Resolution approving a Professional Services Independent Contractor Agreement with Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services; and authorizing the Mayor and City Clerk to execute and attest to a Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; and authorizing City staff to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.

Explanation: The City issued a Request for Proposal (RFP) for Branding and Website Services to support economic development initiatives. Fourteen firms responded and staff evaluated, ranked, interviewed the short-listed firms. Planeteria Media was deemed the highest ranked response based on the requirements of the RFP. City staff desires to promote an economic development brand and develop a standalone, ADA compliant website that positions the City for growth and investment through the creation of a clear, credible economic development identity and a flexible digital platform that supports business attraction, communicates development initiatives, and evolves alongside the City's long-term vision.

The Professional Services Independent Contractor Agreement with Planeteria Media is in the amount of $48,750 to complete the branding and website development scopes of work, plus an additional administration and hosting cost not to exceed $8,000 annually.

Staff Recommendation:	Approval
Fiscal Impact:	$48,750 for branding and website development services, plus a not to exceed amount of $8,000 annually for website maintenance and hosting services from Account # 010-0715-463.03-22

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING a Professional Services Independent Contractor Agreement with Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services; and

AUTHORIZING the Mayor and City Clerk to execute and attest to a Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; and

AUTHORIZING City staff to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.

WHEREAS, the City of Moline ("City") desires to promote an economic development brand and develop a standalone, ADA compliant website that positions the City for growth and investment; and

WHEREAS, the City issued a request for proposals ("RFP") for Economic Development Website and Branding; and

WHEREAS, the City received fourteen proposals from qualified firms and staff evaluated and ranked those proposals based on the requirements of the RFP; and

WHEREAS, staff short-listed and interviewed the top-ranked firms as part of the selection process; and

WHEREAS, the proposal submitted by Planeteria Media was deemed the highest rank response based on the requirements of the RFP; and

WHEREAS, the proposal contemplates the creation of a clear, credible economic development identity for the City and a flexible digital platform that supports business attraction, communicates development initiatives, and evolves alongside the City's long-term vision; and

WHEREAS, City staff recommends approval of the Professional Services Independent Contractor Agreement, in the amount of Forty-Eight Thousand Seven Hundred Fifty Dollars ($48,750), as beneficial to the City in order to support the City's planned growth as well as accomplishing the City's objective of a communication platform for strategic planning, upcoming

projects, available incentives, opportunities for investment, and other economic development initiatives.

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

That a Professional Services Independent Contractor Agreement with Planeteria Media, Inc. ("Planeteria Media") in response to the City of Moline Website and Branding Request for Proposal, to provide economic development branding and website services is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to Professional Services Independent Contractor Agreement with Planeteria Media for the amount of $48,750 for professional services necessary to support economic development branding and website development, plus annual managed maintenance and hosting services not to exceed $8,000 per year; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary to implement a Professional Services Independent Contractor Agreement and advance the economic development branding and website development process.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

1. Preamble

Moline Economic Development and Planeteria Media hereby enter into this Independent Contractor Agreement ("Agreement"). Moline Economic Development and Planeteria Media desire to establish mutually satisfactory terms and conditions for identified services to be performed by Planeteria Media for Moline Economic Development.

2. Services Provided by Planeteria Media:

In consideration of the compensation provided in Paragraph 5 below, Planeteria Media will provide services to and/or on behalf of Moline Economic Development as specified in the attached Scope of Work.

Moline Economic Development shall have the opportunity to review, provide feedback and approve design of Planeteria Media's test site.

3. Term of Agreement

3.1. Effective date: This Agreement has an effective commencement date of April 21st, 2026 and shall continue until all the process milestones identified in the attached scope of work have been attained.

3.2. Termination: This Agreement shall be in effect until terminated by either Moline Economic Development or Planeteria Media, in writing, upon thirty (30) days' prior notice to the other party. This Agreement may be terminated without thirty (30) days' prior notice in the event of:

   a. Death of Planeteria Media staff essential to the project;
   b. Material breach of the Agreement (including but not limited to, the failure of Planeteria Media to perform the Services and functions set forth in the attached Scope of Work); or
   c. Loss of funding.

3.3. Termination of this Agreement shall not relinquish any rights or obligations of the parties which have accrued prior thereto.

3.4. Customer agrees to prepay for the services outlined in [Exhibit A or Scope of Work] (the "Services"). The total prepayment amount is due prior to the commencement of the Services. The Service Provider agrees to complete the Services as specified in the agreement. The Services will be considered fully completed when the criteria outlined in [Exhibit A or Scope of Work] are met to the satisfaction of both parties, or upon mutual written agreement that all milestones have been achieved. In the event that the Services, or any part thereof, are not fully completed as per the terms set forth in this Agreement, the Customer shall have the right to request a refund for the portion of the Services that have not been delivered. If the Customer is entitled to a refund, the amount refunded will be calculated based on the proportion of Services not completed, as determined by the Service Provider. The Service Provider will issue the refund within [30 days] days of receiving the refund request.

4. Independent Contractor Status

It is the express intention of the parties that Planeteria Media is an independent contractor and not an employee, agent, joint venturer, or partner of Moline Economic Development. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Moline Economic Development and Planeteria Media, or between Moline Economic Development and any employee or agent of Planeteria Media. Both parties acknowledge that Planeteria Media is not an employee of Moline Economic Development, or any of its related entities, for state or federal tax purposes, or for any other purpose whatsoever. Planeteria Media shall retain the right to perform services for others during the term of this Agreement, subject to the terms and conditions of Paragraph 7.

5. Compensation

Planeteria Media's compensation for Services under this Agreement is as follows:

5.1. The total compensation for Planeteria Media's performance of the Services shall not exceed the amount of $48,750.

6. Quality Standards

All Services must be satisfactory in the reasonable opinion of Moline Economic Development and in compliance with all applicable federal, state and local laws, regulations and codes. Planeteria Media shall perform the Services in accordance with professional methods, standards and practices.

7. Confidential and Proprietary Information and Materials

During and after the term of this Agreement, Contractor agrees to (i) maintain as strictly confidential, and (ii) not to use for the benefit of Contractor or any third party, any information obtained from Moline Economic Development or developed in the course of Contractor's Services under this Agreement, which information is of a confidential, private and/or proprietary nature and was not previously known to Contractor or publicly available prior to disclosure of such information to Contractor by Moline Economic Development, or prior to development of such information under this Agreement ("Confidential Information"). Such Confidential Information includes, but is not limited to, information relating to computer programs, processes, methods, devices, trade secrets, Moline Economic Development's, contact information, program pricing and related information. This obligation will cease only when such information becomes publicly available through publication by Moline Economic Development or rightful publication by others. All confidentiality is limited by California law.

Upon the termination of this Agreement, Contractor agrees to transfer and return to Moline Economic Development any materials containing confidential and proprietary information thereof, including all copies, in Contractor's possession, whether prepared by Contractor or others.

If Contractor utilizes subcontractors or employees, Contractor will assure that each subcontractor or employee maintains Confidential Information obtained from Moline

Economic Development or developed in the course of Contractor's Services under this Agreement, as set forth above.

8. Ownership of work product

   Moline Economic Development owns and shall continue to own all right, title, and interest in and to: any graphics, text, images and data that are used in Contractor's website and that are either provided by Moline Economic Development or created by Planeteria Media for Moline Economic Development website in accordance with this agreement. To the extent that Planeteria Media creates any website content pursuant to this agreement, such website content shall be treated as a work made for hire to be owned exclusively by Moline Economic Development

   Moline Economic Development shall have a perpetual, irrevocable, worldwide, non-assignable right to use, modify, and host the Drupal website(s) created for it by Planeteria Media. Moline Economic Development agrees not to redistribute or resell any reusable elements of the source code to other organizations without expressed written consent. Moline Economic Development will have the ability to run and download its own backups at any time.

9. Platform maintenance, hosting and support

   Planeteria Media will provide an ongoing support program for the website infrastructure which will define and ensure timely CMS security updates, Section 508/ADA accessibility support, insurance coverage, site reviews, and ongoing training for Moline Economic Development staff.

   9.1. Program cost. The support program will be provided to Moline Economic Development annually and for a fee of $3,250.
   9.2. Termination. If Moline Economic Development wishes to terminate the ongoing service program it may do so at any time with no cancellation fee.

10. Additional Covenants and Responsibilities of Contractor

    10.1. Taxes, Benefits and Licenses: Contractor agrees that Contractor is solely responsible for the following:
        a. the payment of all federal, state, and local taxes and all appropriate deductions or withholdings;
        b. the payment or provision of any unemployment insurance benefits; state disability benefits; workers' compensation insurance benefits; vacation pay, salary or hourly compensation; overtime and/or holiday pay; health, medical, dental or group insurance; or any pension or profit sharing for his/her employees (if any); and
        c. obtaining any applicable business or other commercial licenses.
    10.2. The parties agree that Contractor is an independent contractor and is not the employee of Moline Economic Development and that nothing herein shall be construed as establishing a contract of employment.

11. Cooperation by Moline Economic Development

Moline Economic Development agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

12. No Benefit Plans

Contractor acknowledges, agrees and understands that as an independent contractor, he/she is not entitled to participate in any benefit plans, programs or policies maintained by Moline Economic Development for the benefit of its employees, whether currently in effect or adopted in the future.

13. Liability/Indemnity

Contractor shall indemnify and hold Moline Economic Development harmless against any and all losses, damages, costs, expenses or attorney's fees resulting from or in any way arising out of a breach of any warranty, covenant or agreement by Contractor under this Agreement. Contractor will further indemnify and hold Moline Economic Development harmless against any and all losses, damages, costs, expenses or attorney's fees resulting from Contractor's Services undertaken pursuant to this Agreement.

Contractor further agrees to indemnify and hold Moline Economic Development harmless from any and all damages, including public liability or property damage or any bodily injury or damage to any third party's property arising out of the operation of any motor vehicle used or driven by Contractor in connection with work under this Agreement. Contractor further agrees to carry public liability and property damage insurance on any vehicle used in connection with the provision of Services under this Agreement, with limits sufficient to completely cover any damages claimed, with Moline Economic Development named as additional insured. Contractor agrees to furnish Moline Economic Development with proof of such required insurance coverage by means of a Certificate of insurance, to be maintained on a current basis in a recommended amount of $1,000,000.

14. Independent Contractor's Control

Contractor shall determine the time, place, methods, details and means of performing the Services. Moline Economic Development agrees to furnish access to any facilities and services necessary to facilitate Contractor's completion of the Services, but Contractor shall be responsible to provide the tools, know-how and instrumentalities used in providing Services, including, but not limited to, such matters as:

a. Contractor's working hours;
b. Equipment, including but not limited to phones and computers;
c. Supplies;
d. Location and manner of storing materials and supplies;
e. Work location; and
f. The working hours, compensation and conditions of employment of Contractor's employees, if any.

15. Expenses

All expenses related to Contractor's performance of Services under this Agreement shall be borne by Contractor.

16. Change Orders

Planeteria Media prides itself in never issuing change orders for its work. As such, change orders will only arise if there is a material change to the deliverables (e.g. an additional microsite, additional content was found in a section that needs to be migrated, or the organization wants a new logo in addition to a new website design.) Anything new needs that are identified during the project that are not covered in the scope of work may result in a new proposal for the new work.

17. Miscellaneous

17.1. No Assignment: This Agreement may not be subcontracted or assigned by Contractor without the prior written consent of Moline Economic Development.

17.2. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of California.

17.3. Severability: The invalidity or un-enforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and in the event that one or more provisions of this Agreement is found to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

17.4. Notices: Any notice required to be made or given to either party hereto shall be made by personal delivery, or certified or registered mail return receipt requested, postage prepaid, and addressed to such party at its/his/her address set forth below, or to such other address as such party shall designate by written notice.

Moline Economic Development	**CONTRACTOR: Planeteria Media, Inc.**
1830 6th Avenue	100 Stony Point Road #240
Moline, IL 61265	Santa Rosa, CA 95401

17.5. Entirety: This Agreement sets forth the full and complete understanding of the parties and its provisions shall not be modified, or waived, in whole or in part, except by a written amendment signed by Contractor and Moline Economic Development. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Moline Economic Development, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

City of Moline, Illinois
Mayor Sangeetha Rayapati

Signature

Date

Planeteria Media, Inc.
Tyler Coffin

Tyler Coffin
Signature

4/21/2026
Date:

City of Moline Economic Development - SOW

- Website Address: https://www.moline.il.us/350/Economic-Development (extracting this content from the city website)

Phase One: Branding

During the Branding Sprint, we lay the creative groundwork for your new identity by understanding your organizational values, visual goals, and functional needs. This phase is focused on exploration, collaboration, and alignment. Our goal is to ensure the final brand is strategically rooted, visually resonant, and authentically reflects your mission.

I. Brand Audit

We will evaluate your existing brand materials, digital presence, and communication tools. This includes stakeholder conversations to clarify current challenges, desired outcomes, and gaps in alignment.

II. Logo Concepts & Branding Standards

Based on the discovery findings, we develop and present a set of four original logo concepts that reflect your brand's character and positioning. Once a direction is selected, we expand it into a complete brand toolkit, including logo files for print and digital use, a defined color palette, typeface pairings, and iconography recommendations.

Planeteria Deliverable:

Version 1 Logo/Colors/Typography Design
Version 2 Logo/Colors/Typography Design
Final Brand Standards

Moline Economic Development Deliverables:

Version 1 Logo/Colors/Typography Feedback
Version 2 Logo/Colors/Typography Feedback
Final Logo/Colors/Typography Approval

Phase Two: Discovery

During the Discovery Phase we establish a solid foundation for the project by gaining a deeper understanding of your stakeholders' needs and clarifying project goals. This phase may involve revising the project scope as our team gains a clearer understanding of the requirements and possibilities. As always, our aim is to ensure a comprehensive and well-informed approach to meet your objectives effectively.

I. Site Walk-Through
We will conduct multiple 30 min - 1 hr calls, led by Planeteria's team, to review and validate the findings of our internal site audit of each site. During this call, stakeholders will be guided through each section of the existing site to identify and clarify any functionality requirements, evaluate internal website processes, and address any remaining items to shape the website strategy.

Planeteria Deliverable:
Site Walk-Through Meetings

Moline Economic Development Deliverables:
Creative Brief Questionnaires
Google Analytics Access

Both:
Functionality List (As Needed)
Scope Additions (As Needed)

II. Moodboard: One Round of Review
Our UX/UI designer at Planeteria will create and present a Moodboard, which is a visual board highlighting examples of functionality and aesthetic elements from existing websites. This Moodboard serves as a visual representation of our vision for potential solutions and helps us further define the goals for your site.

Planetaria Deliverable:
Moodboard Document Link

Moline Economic Development Deliverable:
Moodboard Feedback

Phase Two: Information Architecture

During the Information Architecture Phase, our primary focus is to ensure a seamless and user-friendly experience for your website visitors. We carefully analyze and optimize the navigation and content flow to create a streamlined structure that enhances the accessibility and engagement of your site.

I. Sitemap: One Round of Review
Based on the findings from the Discovery Phase, our UX/UI Designer will develop a sitemap flowchart for each individual site to demonstrate your site's new navigation that clarifies and optimizes your visitors' user journey.

Planeteria Deliverables:
Version 1 Sitemap Link
Final Sitemap Link

Moline Economic Development Deliverables:
Version 1 Sitemap Feedback
Final Sitemap Approval

II. Wireframes: One Round of Review II Page Types: Up to 10
Our UX/UI designer will create wireframes, also known as website blueprints, to illustrate the functionalities of page templates and guide the placement of content. These wireframes will serve as a foundation for determining the site's layout and information flow.

Planeteria Deliverables:
Version 1 Wireframes Link
Final Wireframes Link

Moline Economic Development Deliverables:
Version 1 Wireframes Feedback
Final Wireframes Approval

Phase Three: Content Gathering

During the Content Strategy Phase, our Content Lead will guide you in strategizing and efficiently gathering accurate information from your team, ensuring a seamless migration and content design process. It's important to note that adhering to the recommended procedures is crucial, and deviating from the procedure may potentially lead to delays and scope adjustments.

I. Content Workbook
The content workbook includes various content mapping exercises designed to identify the content to be migrated to the new website structure. To facilitate the process, we kindly require our Moline Economic Developments to provide all website content in word document format, unless otherwise instructed.

Planeteria Deliverable:
Content Workbook Exercises & Onboarding

Moline Economic Development Deliverable:
Content Workbook Exercises

II. Migration & Content Design Priority Lists
Based on your scope of work we will need to get a priority list from your team around migration items and content design items to be completed within the determined hours.

Moline Economic Development Deliverable:
Content Design Priority Lists

Phase Four: Visual Design

During the Visual Design phase, we work to establish the design aesthetic that will define your website. By blending creativity with user-centric principles, we create a delightful digital experience that leaves a lasting impression on your visitors.

I. Homepage Mockups: One Round of Review
Based on the moodboard and existing branding, the web designer will produce up to three potential design directions for the site through the presentation of the homepage design.

Planeteria Deliverables:
Version 1 Homepage Link [Up to Three Options]
Final Homepage Link [One Option]

Moline Economic Development Deliverables:
Version 1 Homepage Feedback
Final Homepage Approval

II. Page Designs: One Round of Review
Once the Homepage Design receives final approval, we proceed to the final stage of the Visual Design Phase, where the approved design direction is applied to the remaining wireframed page templates. Then we move into the development of the site.

Planeteria Deliverables:
Version 1 Page Designs Link
Final Page Designs Link

Moline Economic Development Deliverables:
Version 1 Page Designs Feedback
Final Page Designs Approval

Phase Five: Migration & Content Design

During the Migration and Content Design Phase, which happens in conjunction with Phase Six: Beta Development, our team will systematically migrate information to your new site according to the plan established during the content gathering discussions.

I. Content Migration

Planeteria's migration team will transfer the content you provided in the workbook exercises to the appropriate pages and locations on the website. They will also arrange the media library on the backend, ensuring convenient access to the uploaded items.

Planeteria Deliverable: Content Migration
Moline Economic Development Deliverable: Content Workbook

II. Content Design: One Round of Review
Using the page builder modules, the content for the identified pages are hand curated by Planeteria staff with great attention to detail. Basic copy editing, photo editing, and advanced design modules are applied to the page to ensure the most optimal user experience.

Planeteria Deliverable:
Version 1 Content Designs [Presented Ad Hoc]
Final Content Design [Presented at Beta]

Moline Economic Development Deliverables:
Version 1 Content Designs Feedback

Phase Six: Beta

Migration and Content Design, Planeteria will carry out all necessary development tasks to generate a high quality draft site [Beta] to present and provide to your team for final review before launch.

I. Template Development
Our skilled full-stack development team creates HTML templates that precisely match your design layout. These templates are then programmed to provide you with the flexibility to make edits on the backend. While our templates are custom-made, we utilize industry-standard code libraries such as Bootstrap, React, and jQuery. This approach ensures that your website benefits from the reliability and efficiency offered by these widely recognized and trusted code libraries.

II. Quality Assurance
Planeteria's Quality Assurance Team conducts multiple rounds of thorough quality checks to ensure that your product functions and adheres to the agreed-upon design from previous stages of the website process.

III. Beta Presentation

We will conduct an approximately 1.5 hour call to present and review the Beta site. During this call, stakeholders will be guided through pre-determined sections of the site to present the design and functionality of the site, as well as, answer any questions.

Planeteria Deliverable:
Beta Presentation

Moline Economic Development Deliverables:
Requested Items for Beta Completion

Board Presentation:
Planeteria to virtually present beta to Moline Economic Development board

Phase Seven: Launch

During the final phase of the project, both your team and Planeteria will collaborate closely to execute the essential steps that lead to the launch of the site and ultimately deliver a successful product. This stage marks the culmination of our efforts and sets the stage for an exciting outcome!

I. Training Workshop

Planeteria's Support Team will conduct a live training session, via zoom, with you and your administrators. During this session, you will receive comprehensive guidance on the basics of your site's backend, ensuring that you have the necessary knowledge and skills to manage and maintain the website effectively. You will also be provided with a training board resource to onboard future employees or use as a reference as needed.

Planeteria Deliverables:
Training Workshop
Training Board

II. Browser & Mobile Testing

To ensure the highest quality across all platforms, the Quality Assurance team conducts rigorous testing in various browsers and most popular mobile devices to evaluate the sites functionality. This comprehensive testing process guarantees optimal performance and user experience across different browsers and devices.

III. Moline Economic Development's Quality Assurance: One Round of Review
You and your team will have the opportunity to review the Beta version of the website in the provided test environment. If you come across any functionality or design bugs, please log them, while content editing or uploading will be your responsibility. The time required for making necessary changes by Planeteria can range from a minimum of one week, , depending on the complexity of the reported bugs, post the closure of your initial QA Round. Additionally, based on the submitted bugs, there is a possibility of scope adjustments during this phase.

Moline Economic Development Deliverables:
1 Round of Bug Submissions

Planeteria Deliverables:
Resolution of Bug Submissions

IV. Launch
Prior to launch all high and medium tickets will be resolved and the site will be ready for public use and viewing. For four days post launch Planteria carefully monitors the site and provide 24 hour support for any issues.

Planeteria Deliverables:
Live Site
Site Monitoring

Moline Economic Development Deliverables:
Requested Items for Launch

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

SUGGESTED ACTION: Approval

ATTACHMENTS:
LGL RES1 Rhonda-Bill River House Bar & Grill Licensing Agreement for Historic Block Courtyard-EXP.pdf
LGL RES1 Rhonda-Bill River House Bar & Grill Licensing Agreement for Historic Block Courtyard-CB
LGL RES1 Rhonda-Bill River House Bar & Grill Licensing Agreement for Historic Block Courtyard -ATT

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

Explanation: Finney's of Moline, LLC dba River House Bar & Grill has obtained an Option 1 Outdoor Use supplement to their liquor license in accordance with Section 4-3314 of the Moline Code of Ordinances. In order for them to use public right-of-way or public property for outdoor service of alcoholic liquor and food, an executed licensing agreement is necessary and requires proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property. This licensing agreement allows River House Bar & Grill the use of the Historic Block Courtyard for outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

WHEREAS, Finney's of Moline, LLC, dba River House Bar & Grill ("Licensee") has obtained an Option 1 Outdoor Use supplement to their liquor license in accordance with Section 4-3314 of the Moline Code of Ordinances; and

WHEREAS, in order for licensee to use public right-of-way or public property for outdoor service of alcoholic liquor and food an executed licensing agreement is necessary by the licensee and requires proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property; and

WHEREAS, said licensing agreement allows Licensee the use of the Historic Block Courtyard for outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Licensing Agreement with Finney's of Moline, LLC, dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 5B598FDC-05CA-4490-8B46-79C851EFB552

LICENSEE: FINNEY'S OF MOLINE, LLC DBA RIVER HOUSE BAR & GRILL

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Finney's of Moline, LLC dba River House Bar & Grill located at 1510 River Drive, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: **Use of public right-of-way as follows:** The Historic Block Courtyard located at 1520 River Drive, south of River Drive and east of River House Bar & Grill, for outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for use of the Historic Block Courtyard located at 1520 River Drive, south of River Drive and east of River House Bar & Grill, for the outdoor service of alcoholic liquor and food.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property for outdoor service of alcoholic liquor and food from May 16, 2026, to October 3, 2026, in accordance with the terms of this License and all applicable laws and regulations.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from May 16, 2026, to October 3, 2026.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall obtain and maintain, for the entire term of the Licensing Agreement, an Option 1 Outdoor Use supplement to its City of Moline liquor license in accordance with Section 4-3314 of the City of Moline Code of Ordinances.

LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance

Docusign Envelope ID: 5B598FDC-05CA-4490-8B46-79C851EFB552

Policy **also naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate of same shall be deposited with the CITY prior to the event and shall be in an amount not less than $1,000,000 for bodily injury, or death, property damage, all types of liability and $2,000,000 aggregate, and ***shall contain language satisfactory to the City of Moline***, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY's option.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY:	City of Moline 619 16th Street, Moline, IL 61265
WITH A COPY TO:	William W.P. Atkins, City Attorney City of Moline 619 16th Street Moline, IL 61265
IF TO LICENSEE:	Dan Whitaker Finney's of Moline LLC dba River House Bar & Grill 1610 River Drive Moline, IL 61265
WITH A COPY TO:	

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Docusign Envelope ID: 5B598FDC-05CA-4490-8B46-79C851EFB552

LICENSEE:

FINNEY'S OF MOLINE, LLC
dba River House Bar & Grill

By: DocuSigned by: Dan Whitaker
E9DE6F3A4BE34D9...
Dan Whitaker

Date: 4/16/2026

LICENSOR:

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food.

SUGGESTED ACTION: Approval

ATTACHMENTS:
LGL RES2 Rhonda-Bill Sins Tavern Licensing Agreement-EXP
LGL RES2 Rhonda-Bill SINS Tavern Licensing Agreement-CB xg.pdf
LGL RES2 Rhonda-Bill SINS Tavern Licensing Agreement-ATT.pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food.

Explanation: Sins Tavern is a new business located at 1522 River Drive and this Licensing Agreement will allow Licensee to install, use, and maintain an existing barrier fence, tables and chairs for outdoor dining. Licensee shall obtain and maintain, for the entire term of the Licensing Agreement, an Option 1 Outdoor Use supplement to its City of Moline Liquor License in accordance with Section 4-3314 of the City of Moline Code of Ordinances. Licensee has signed a licensing agreement so as to save the City harmless from any and all accidents on the premises and agrees to provide insurance listing the City of Moline as additional insured.

Staff Recommendation: Approval
Fiscal Impact: Annual $30.00 license fee

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food.

WHEREAS, 1522 River Dr. LLC dba Sins Tavern is a new business located at 1522 River Drive; and

WHEREAS, this Licensing Agreement will allow Licensee to install, use, and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food; and

WHEREAS, Licensee shall obtain and maintain, for the entire term of the Licensing Agreement, an Option 1 Outdoor Use supplement to its City of Moline Liquor License in accordance with Section 4-3314 of the City of Moline Code of Ordinances; and

WHEREAS, Licensee has signed a licensing agreement so as to save the City harmless from any and all accidents on the premises and agrees to provide insurance listing the City of Moline as additional insured.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Licensing Agreement with 1522 River Dr. LLC dba Sins Tavern for use of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive to install and maintain an existing barrier fence, tables and chairs on premises for outdoor service of alcoholic liquor and food; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit 1.

CITY OF MOLINE, ILLINOIS

Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 3D6660F5-2931-4A0A-9B85-F6270F2F1FDB

LICENSEE: **1522 RIVER DR. LLC, DBA SINS TAVERN**

LICENSING AGREEMENT

PARTIES: The LICENSOR, the City of Moline, Illinois, an Illinois home rule municipal corporation ("CITY") owns the "License Premises" as defined hereinbelow.

The LICENSEE is 1522 River Dr. LLC, dba Sins Tavern ("LICENSEE"), 1522 River Drive, Moline, Illinois.

PREMISES: **Use of public right-of-way as follows:** The western area approximately 13 feet, 6 ¼ inches of City-owned property located at 1520 River Drive and better known as the Historic Block Courtyard adjacent to the property located at 1522 River Drive, Moline, Illinois, as depicted in greater detail on the attached Exhibit A.

USE: LICENSEE shall be allowed only to: install and maintain an existing barrier fence, tables and chairs on PREMISES for outdoor service of alcoholic liquor and food.

INTEREST ACQUIRED: LICENSEE acquires only the right to: install, use and maintain an existing barrier fence, tables and chairs on PREMISES for outdoor service of alcoholic liquor and food.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

TERM: The term of this Licensing Agreement is from the date on which this Agreement is mutually executed by the parties hereto ("Effective Date") through December 31, 2026. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The City may terminate this Agreement with 24-hour notice for LICENSEE'S failure to comply with the Moline Code of Ordinances and/or the outdoor dining guidelines.

FEE: The annual license fee is $30.00, payable to the CITY on or before the commencement of each renewal term without further demand or action by or from the CITY.

Docusign Envelope ID: 3D6660F5-2931-4A0A-9B85-F6270F2F1FDB

CONDITIONS: LICENSEE shall obtain and maintain, for the entire term of the Licensing Agreement, an Option 1 Outdoor Use supplement to its City of Moline Liquor License in accordance with Section 4-3314 of the City of Moline Code of Ordinances.

LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City's sole and exclusive option, said property on the premises shall become the property of the CITY – at the CITY'S option.

Construction on the premises shall be done under the direction of the CITY and in accordance with the terms of any permit(s) issued in connection with the project. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY:	City of Moline 619 16th Street, Moline, IL 61265
WITH A COPY TO:	William W.P. Atkins, City Attorney City of Moline 619 16th Street Moline, IL 61265
IF TO LICENSEE:	Chris Townsend 1522 River Drive Moline, IL 61265

Docusign Envelope ID: 3D6660F5-2931-4A0A-9B85-F6270F2F1FDB

Jennifer Grabau
1522 River Drive
Moline, IL 61265

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

1522 RIVER DR. LLC,
DBA SINS TAVERN

DocuSigned by:
By: Chris Townsend
A3F2F84831EC4BD...
Chris Townsend

Date: 4/16/2026

Signed by:
By:
5A9554365F4C41A...
Jennifer Grabau

Date: 4/16/2026

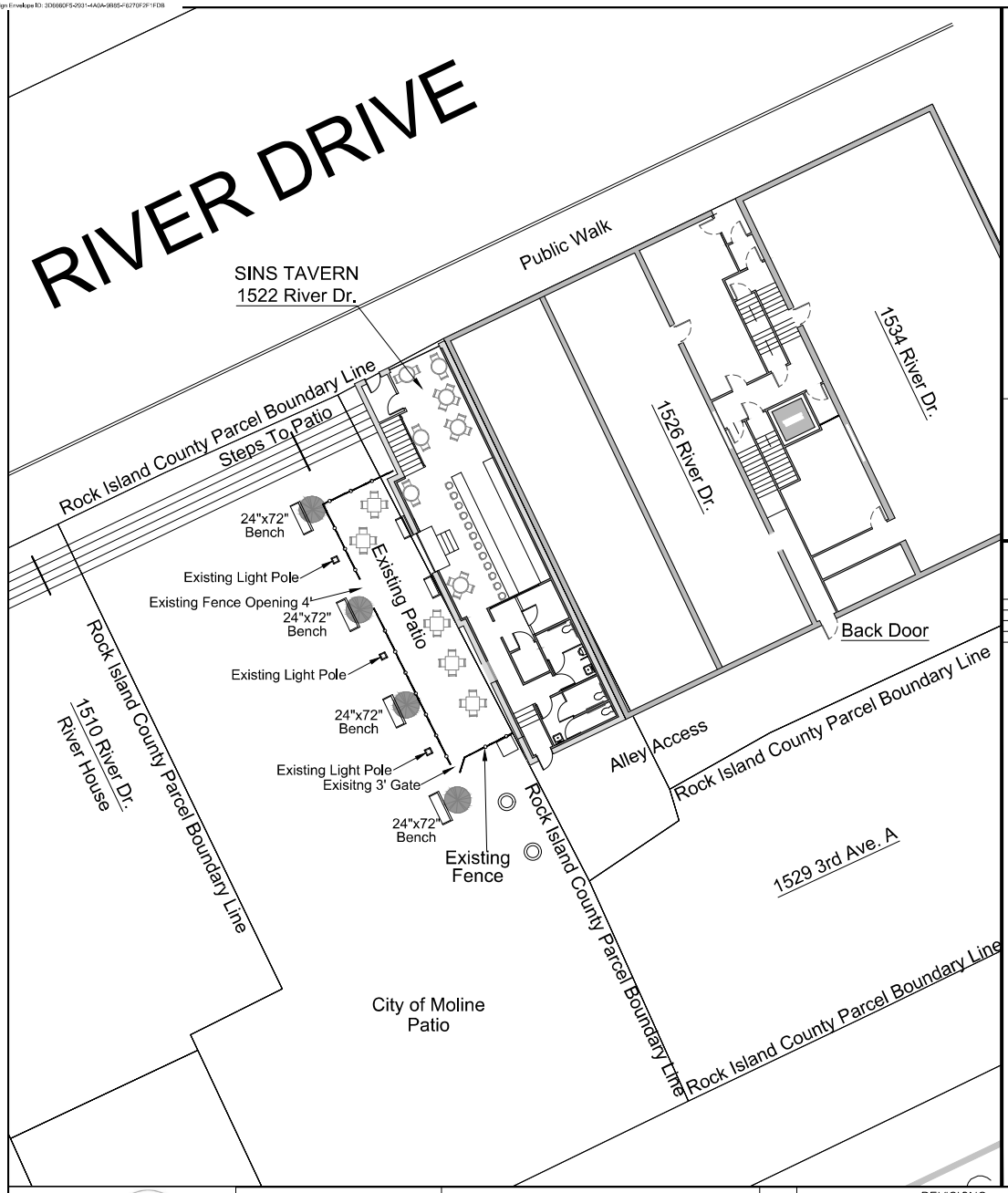
LICENSOR:

CITY OF MOLINE, ILLINOIS,
a Municipal Corporation

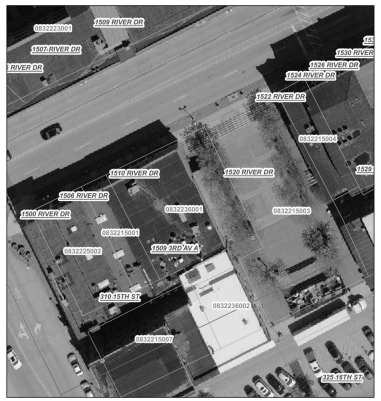
By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

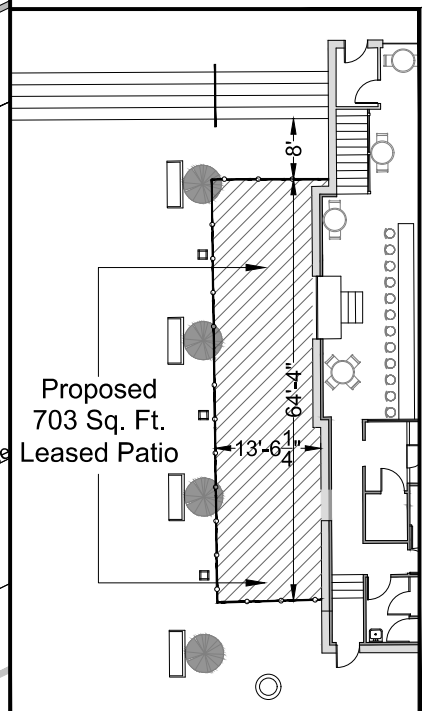
Docusign Envelope ID: 3D666DF5-2931-4ADA-9685-7E270F2F1FD8



Parcel Map

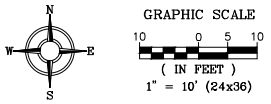


Rock Island County, IL GIS Parcel Map



"EXHIBIT A"

SIN'S TAVERN
1522 RIVER DRIVE
MOLINE, ILLINOIS



CITY OF MOLINE REQUIREMENTS:

1. Adequate lighting must be maintained.
2. Hours of operation: 10:00 am - 11:00 pm
3. No outdoor sound amplication.
4. Background music must be minimal and not audible offsite.
5. Outdoor area is clearly defined by an existing fence.
6. No glass containers on public property.
7. Animals are not permitted except for:
   - 7.1. ADA-compliant service animals.
   - 7.2. Police/ security dogs
   - 7.3. Fish (aquariums/food)
8. Staff must check the outdoor area at least every 5 minutes while in use.



Patio Side of Building - Facing North



Patio Side of Building - Facing North

TOWNSEND ENGINEERING
CIVIL · STRUCTURAL · LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 4-15-26

DRAWN BY: CV

CHECKED BY: CRT

DRAWING LOCATION
S:\Moline Bldg\1522 River Drive\SINS\Sins patio Site Plan 4-15-26.dwg

NO.	REVISIONS: DESCRIPTION	DATE

SITE PLAN
1522 RIVER DRIVE
MOLINE, ILLINOIS

SIN'S TAVERN
1522 RIVER DRIVE
MOLINE, ILLINOIS

SHEET NO.
C1

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

SUGGESTED ACTION: Approval

ATTACHMENTS:
LGL RES3 Rhonda-Bill Bent River Brewing Co. and Pour Bros. Craft Taproom Licensing Agreement for BSL 2026-EXP
LGL RES3 Rhonda-Bill Bent River Brewing Co. and Pour Bros. Craft Taproom Licensing Agreement for BSL 2026-CB xg.pdf
LGL RES3 Rhonda-Bill Bent River Brewing Co. and Pour Bros. Craft Taproom Licensing Agreement for BSL 2026-ATT1 (Bent River)
LGL RES3 Rhonda-Bill Bent River Brewing Co. and Pour Bros. Craft Taproom Licensing Agreement for BSL 2026-ATT2 (Pour Bros.)

A Resolution authorizing the Mayor and City Clerk to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

Explanation: Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom ("Licensees") have the Option 4, Catering Use, supplement to their City of Moline liquor licenses in accordance with Section 4-3317 of the City of Moline Code of Ordinances. Licensees have applied for a retailer's off-site special use permit enabling the service of alcoholic liquor on public property in accordance with Section 4-3318 of the City of Moline Code of Ordinances. In order for Licensee to use public right-of-way or public property to sell alcoholic liquor, an executed licensing agreement by the Licensee is necessary and requires proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property. Said licensing agreement allows for use of Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

WHEREAS, Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom ("Licensees") have the Option 4, Catering Use, supplement to their City of Moline liquor licenses in accordance with Section 4-3317 of the City of Moline Code of Ordinances; and

WHEREAS, Licensees have applied for a retailer's off-site special use permit enabling the service of alcoholic liquor on public property in accordance with Section 4-3318 of the City of Moline Code of Ordinances; and

WHEREAS, in order for Licensees to use public right-of-way or public property to sell alcoholic liquor, executed licensing agreements by the Licensees are necessary and require proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property; and

WHEREAS, said licensing agreements will allow Licensees the use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to Licensing Agreements with Bent River Brewing Co. and 3BROS Hospitality LLC dba Pour Bros. Craft Taproom for use of public right-of-way for use of the Bass Street Landing Public Plaza to sell alcoholic liquor in conjunction with the Bass Street Landing Summer Concert Series from May 21, 2026, through August 13, 2026; provided, however, that said agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 42015419-D2C3-8016-82E6-4AC31BFFFE4C

LICENSEE: BENT RIVER BREWING CO.

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Bent River Brewing Co. located at 1413 5th Avenue, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: **Use of public right-of-way as follows:** The Bass Street Landing Public Plaza, located at 17th Street, north of River Drive to sell alcoholic liquor.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for use of the Bass Street Landing Public Plaza, located at 17th Street, north of River Drive to sell alcoholic liquor in conjunction with Bass Street Landing Summer Concert Series on May 21, May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6 and August 13, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property to sell alcoholic liquor in accordance with the terms of this License and all applicable laws and regulations.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is May 21, May 28, June 4, June 11, June 18, July 2, July 9, July 16, July 23, July 30, August 6 and August 13, 2026.

Use of the Bass Street Landing Public Plaza as described in “Premises” above.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall obtain and maintain, for the entire term of the Licensing Agreement, an (i) Option 4 Catering Use Option supplement to its City of Moline liquor license in accordance with Section 4-3317 of the City of Moline Code of Ordinances and (ii) a retailer’s off-site special use permit enabling the service of alcoholic liquor on public property in accordance with Section 4-3318 of the City of Moline Code of Ordinances.

Docusign Envelope ID: 42015419-D2C3-8016-82E6-4AC31BFFFE4C

LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy **also naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate of same shall be deposited with the CITY prior to the event and shall be in an amount not less than $1,000,000 for bodily injury, or death, property damage, all types of liability and $2,000,000 aggregate, and ***shall contain language satisfactory to the City of Moline***, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY's option.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY:	City of Moline 619 16th Street, Moline, IL 61265
WITH A COPY TO:	William W.P. Atkins, City Attorney City of Moline 619 16th Street Moline, IL 61265
IF TO LICENSEE:	Nick Bowes Bent River Brewing Co. 1413 5th Avenue Moline, IL 61265
WITH A COPY TO:	

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the

Docusign Envelope ID: 42015419-D2C3-8016-82E6-4AC31BFFFE4C

date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:
BENT RIVER BREWING CO.

DocuSigned by:
By: Nick Bowes
5E318EFD323640F...
Nick Bowes

Date: 4/21/2026

LICENSOR:
CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

Docusign Envelope ID: D2F51AE8-AC60-4AD6-8A6B-0C6753DA9CA1

LICENSEE: 3BROS HOSPITALITY LLC DBA POUR BROS. CRAFT TAPROOM

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is 3Bros Hospitality LLC dba Pour Bros. Craft Taproom located at 1209 4th Avenue, Suite 2, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: **Use of public right-of-way as follows:** The Bass Street Landing Public Plaza, located at 17th Street, north of River Drive to sell alcoholic liquor.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for use of the Bass Street Landing Public Plaza, located at 17th Street, north of River Drive to sell alcoholic liquor in conjunction with Bass Street Landing Summer Concert Series on May 21, May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, and August 13, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property to sell alcoholic liquor in accordance with the terms of this License and all applicable laws and regulations.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is May 21, May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, and August 13, 2026.

Use of the Bass Street Landing Public Plaza as described in "Premises" above.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall obtain and maintain, for the entire term of the Licensing Agreement, an (i) Option 4 Catering Use Option supplement to its City of Moline liquor license in accordance with Section 4-3317 of the City of Moline Code of Ordinances and (ii) a retailer's off-site special use permit enabling the service of

Docusign Envelope ID: D2F51AE8-AC60-4AD6-8A6B-0C6753DA9CA1

alcoholic liquor on public property in accordance with Section 4-3318 of the City of Moline Code of Ordinances.

LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy **also naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate of same shall be deposited with the CITY prior to the event and shall be in an amount not less than $1,000,000 for bodily injury, or death, property damage, all types of liability and $2,000,000 aggregate, and ***shall contain language satisfactory to the City of Moline***, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY's option.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY:	City of Moline 619 16th Street, Moline, IL 61265
WITH A COPY TO:	William W.P. Atkins, City Attorney City of Moline 619 16th Street Moline, IL 61265
IF TO LICENSEE:	Dustin Dozard Pour Bros. Craft Taproom Moline 1209 4th Avenue, Suite 2 Moline, IL 61265
WITH A COPY TO:	

Docusign Envelope ID: D2F51AE8-AC60-4AD6-8A6B-0C6753DA9CA1

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:
3BROS HOSPITALITY LLC DBA
POUR BROS. CRAFT TAPROOM

DocuSigned by:
By: _____
157CE2B0EFC2494...
Dustin Dozard

Date: 4/23/2026

LICENSOR:
CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

AGENDA ITEM DETAIL
May 12, 2026

A Resolution declaring a portion of 2800 48th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

SUGGESTED ACTION: Approval

ATTACHMENTS:
LGL RES4 Amy-Bill-IDOT Purchase-Portion of 2800 48 Ave-EXP.pdf
LGL RES4 Amy-Bill-IDOT Purchase-Portion of 2800 48 Ave-CBxg.pdf
LGL RES4 Amy-Bill-IDOT Purchase-Portion of 2800 48 Ave-ATT1 (Warranty Deed).pdf
LGL RES4 Amy-Bill-IDOT Purchase-Portion of 2800 48 Ave-ATT2 (Map).pdf

A Resolution declaring a portion of 2800 48th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

Explanation: The Illinois Department of Transportation (IDOT), Office of Program Development, proposes to improve the I-74 and John Deere Road Interchange. This improvement requires the acquisition of a portion of 2800 48th Avenue, Moline, Illinois ("Property"), consisting of 0.360 acres of land appraised at $12,000. Staff recommends conveying the Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000, so that the I-74 and John Deere Road Interchange may be improved, which is beneficial to the City of Moline and its residents. The Warranty Deed contains the legal description for the Property.

Staff Recommendation: Approval
Fiscal Impact: $12,000 to the general fund

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

DECLARING a portion of 2800 48th Avenue, Moline, Illinois ("Property"), as surplus; and

AUTHORIZING the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; and

AUTHORIZING the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

WHEREAS, the Illinois Department of Transportation (IDOT), Office of Program Development, proposes to improve the I-74 and John Deere Road Interchange; and

WHEREAS, this improvement requires the acquisition of a portion of 2800 48th Avenue, Moline, Illinois ("Property"), consisting of 0.360 acres of land appraised at $12,000; and

WHEREAS, staff recommends conveying the Property to the People of the State of Illinois, Department of Transportation, for the amount of $12,000, so that the I-74 and John Deere Road Interchange may be improved, which is beneficial to the City of Moline and its residents; and

WHEREAS, the Warranty Deed contains the legal description for the Property.

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

That a portion of 2800 48th Avenue, Moline, Illinois, as legally described in the Warranty Deed, is declared as surplus.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a Warranty Deed and do all things necessary to convey a portion of 2800 48th Avenue, Moline, Illinois, to the People of the State of Illinois, Department of Transportation, for the amount of $12,000; provided, however, that said Warranty Deed is in substantially form and content to that attached hereto and incorporated herein by this reference thereto.

BE IT FURTHER RESOLVED that the City Attorney and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Owner	City of Moline, a municipal corporation
Address	2800 48th Avenue Moline, Illinois 61265
Route	FAI Route 74 (I-74)
County	Rock Island
Job No.	R-92-011-13
Parcel No.	21113008
P.I.N. No.	17-16-200-018
Section	(81-2)R
Project No.	I-74 & John Deere Road Interchange
Station	211+50.00
Station	214+85.38
Contract No.	64H87
Catalog No.	

WARRANTY DEED

(Governmental Entity) (Access Control – Freeway)

City of Moline, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Twelve Thousand Dollars ($12,000.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate:

That part of the Northeast Quarter of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.0000714861, described as follows:

Commencing at a mag nail at the southwest corner of said Northeast Quarter; thence North 89 degrees 44 minutes 46 seconds East on the south line of said Northeast Quarter, 948.44 feet to the existing westerly right of way and access control line of a publ ic highway designated FAI Route 74; thence North 00 degrees 25 minutes 45 seconds East on said existing westerly right of way and access control line, 56.50 feet to the existing easterly right of way line of a public road designated 30th Avenue and the Point of Beginning.

From said Point of Beginning; thence continuing North 00 degrees 25 minutes 45 seconds East on said existing easterly right of way line, 330.49 feet; thence North 87 degrees 56 minutes 08 seconds East , 47.58 feet to said existing westerly right of way and access control line; thence southerly on said existing westerly right of way and access control line the following three (3) courses and distances:; 1) 158.17 feet on a curve to the left, having a radius of 23,051.68 feet, the chord of said curve bears South 00 degrees 37 minutes 33 seconds West, 158.16 feet; 2) thence South 00 degrees 25 minutes 45 seconds West, 117.93 feet; 3) thence North 85 degrees 16 minutes 15 seconds West, 47.13 feet to the Point of Beginning, containing 0.360 acre (15,694 square feet), more or less (area based on ground distances).
situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

In addition, for the consideration stated above, pursuant to Article 8 of the Illinois Highway Code, 605 ILCS 5/8-101 to 8-109, Grantor does through this conveyance relinquish, release, grant, quit claim, convey, and extinguish any and all existing, future or potential interests, rights or easements of access, crossing, light, air or view, which Grantor might otherwise have or enjoy in, to, under and over the public highway identified as I-74 Route FAI 74 (I-74) (Highway), from or over the premises and real property of Grantor not so taken and abutting the premises whether consisting of one tract or contiguous parcels.

This grant and release shall constitute a covenant, which runs with the land in favor of the Grantee, its successors and assigns, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes or by the establishment of access control and the release and conveyance of Grantor's rights of access as set forth hereunder. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents that may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2026

_____
Company Name

By: _____
Signature

_____
Print Name and Title

State of)
) ss
County of)

This instrument was acknowledged before me on _____ , 2026, by _____ , as _____ of _____ .

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
819 Depot Avenue
Dixon, IL 61021


sland Co GIS
Public Mapping App
RICO GIS
/E
ults for 2800 48TH AVE
Esri Community Maps C
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AGENDA ITEM DETAIL
May 12, 2026

A Resolution declaring a portion of 3620 38th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

SUGGESTED ACTION: Approval

ATTACHMENTS:
LGL RES5 Amy-Bill-IDOT Purchase-Portion of 3620 38 Ave-EXP.pdf
LGL RES5 Amy-Bill-IDOT Purchase-Portion of 3620 38 Ave-CB xg.pdf
LGL RES5 Amy-Bill-IDOT Purchase-Portion of 3620 38 Ave-ATT1 (Warranty Deed).pdf
LGL RES5 Amy-Bill-IDOT Purchase-Portion of 3620 38 Ave-ATT2 (Map).pdf

A Resolution declaring a portion of 3620 38th Avenue, Moline, Illinois ("Property"), as surplus; and authorizing the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

Explanation: The Illinois Department of Transportation (IDOT), Office of Program Development, proposes to improve the I-74 and John Deere Road Interchange. This improvement requires the acquisition of a portion of 3620 38th Avenue, Moline, Illinois ("Property"), consisting of 0.037 acres of land appraised at $9,600. Staff recommends conveying the Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600, so that the I-74 and John Deere Road Interchange may be improved, which is beneficial to the City of Moline and its residents. The Warranty Deed contains the legal description for the Property.

Staff Recommendation: Approval
Fiscal Impact: $9,600 to the general fund

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

DECLARING a portion of 3620 38th Avenue, Moline, Illinois ("Property"), as surplus; and

AUTHORIZING the Mayor to execute a Warranty Deed and do all things necessary to convey a portion of the above-referenced City-owned Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; and

AUTHORIZING the City Attorney and staff to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

WHEREAS, the Illinois Department of Transportation (IDOT), Office of Program Development, proposes to improve the I-74 and John Deere Road Interchange; and

WHEREAS, this improvement requires the acquisition of a portion of 3620 38th Avenue, Moline, Illinois ("Property"), consisting of 0.037 acres of land appraised at $9,600; and

WHEREAS, staff recommends conveying the Property to the People of the State of Illinois, Department of Transportation, for the amount of $9,600, so that the I-74 and John Deere Road Interchange may be improved, which is beneficial to the City of Moline and its residents; and

WHEREAS, the Warranty Deed contains the legal description for the Property.

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

That a portion of 3620 38th Avenue, Moline, Illinois, as legally described in the Warranty Deed, is declared as surplus.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a Warranty Deed and do all things necessary to convey a portion of 3620 38th Avenue, Moline, Illinois, to the People of the State of Illinois, Department of Transportation, for the amount of $9,600; provided, however, that said Warranty Deed is in substantially form and content to that attached hereto and incorporated herein by this reference thereto.

BE IT FURTHER RESOLVED that the City Attorney and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities concerning said conveyance of property.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Owner	City of Moline
Address	3620 38th Avenue
	Moline, Illinois 61265
Route	FAI Route 74 (I-74)
County	Rock Island
Job No.	R-92-011-13
Parcel No.	21113013
P.I.N. No.	17-10-300-013
Section	(81-2)R
Project No.	I-74 & John Deere Road Interchange
Station	365+00.00
Station	367+22.38
Contract No.	64H87
Catalog No.	

WARRANTY DEED

(Governmental Entity) (Access Control – Freeway)

City of Moline, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Nine Thousand Six Hundred Dollars ($9,600.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate:

That part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.0000714861, described as follows:

Commencing at a concrete monument at the southwest corner of said Southwest Quarter; thence North 02 degrees 24 minutes 20 seconds East, on the west line of said Southwest Quarter, 224.98 feet to the existing northerly right of way and access control line of a public highway designated FAP Route 595; thence South 87 degrees 04 minutes 31 seconds East, on said existing northerly right of way and access control line, 87.25 feet to the Point of Beginning.

From said Point of Beginning; thence North 87 degrees 54 minutes 57 seconds East, 224.94 feet to the existing westerly right of way line of a public road designated 35th Street; thence South 02 degrees 50 minutes 06 seconds West, on said existing westerly right of way line, 9.93 feet to said existing northerly right of way and access control line; thence westerly 116.66 feet on said existing northerly right of way and access control line on a curve to the left, having a radius of 9,648.65 feet, the chord of said curve bears South 88 degrees 08 minutes 57 seconds West, 116.66 feet; thence North 87 degrees 04 minutes 31 seconds West, on said existing northerly right of way and access control line, 107.84 feet to the Point of Beginning, containing 0.037 acre (1,623 square feet), more or less (area based on ground distances).situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

In addition, for the consideration stated above, pursuant to Article 8 of the Illinois Highway Code, 605 ILCS 5/8-101 to 8-109, Grantor does through this conveyance relinquish, release, grant, quit claim, convey, and extinguish any and all existing, future or potential interests, rights or easements of access, crossing, light, air or view, which Grantor might otherwise have or enjoy in, to, under and over the public highway identified as I-74 Route FAI 74 (I-74) (Highway), from or over the premises and real property of Grantor not so taken and abutting the premises whether consisting of one tract or contiguous parcels.

This grant and release shall constitute a covenant, which runs with the land in favor of the Grantee, its successors and assigns, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes or by the establishment of access control and the release and conveyance of Grantor's rights of access as set forth hereunder. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents that may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2026

_____
Company Name

By: _____
Signature

_____
Print Name and Title

State of)
) ss
County of)

This instrument was acknowledged before me on _____ , 2026, by _____ , as _____ of _____ .

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
819 Depot Avenue
Dixon, IL 61021


Rock Island Co GIS
Public Mapping App
RICO GIS
3620 38 AVE
Show search results for 3620 38 AVE
3657 38TH AV
3709 35TH ST
3717 35TH ST
3802 34TH ST
1709422011
3805 34TH ST
3810 34TH ST
1709422012
1710300013
1710300004
1710300005
1710300012
3620 38TH AV
3638 38TH AV
3442 38TH AV
1709422013
1:1128
Esri Community Maps C
Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, G...
esri

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300.

SUGGESTED ACTION: Approval

ATTACHMENTS:
PW RES1 Sarah - City Hall Roof Replacement-EXP rb.pdf
PW RES1 Sarah - City Hall Roof Replacement-CB rb.pdf
PW RES1 Sarah - City Hall Roof Replacement - ATT1 (Signed Agreement).pdf
PW RES1 Sarah - City Hall Roof Replacement - ATT2 (Bid Docs).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300.

Explanation: The existing roofing system at City Hall has exceeded its reliable, useful life expectancy and needs repairs to the drainage systems that have caused multiple interior leaks during periods of heavy rainfall. City staff published a Notice to Bidders for the removal and replacement of the roofing system at the Moline City Hall building and bids were publicly read on May 8, 2025 and six (6) bids were received:

Contractor	**Price**
Economy Roofing & Insulating Co., Inc.	$265,300
Sterling Commercial Roofing	$289,750
C3 Construction (527 LLC)	$388,436
Jim Giese Commercial Roofing	$342,000
White Roofing Co., Inc	$367,429
Roofing Technology	$422,925

Economy Roofing & Insulation Co. submitted the lowest responsive and responsible bid of $265,300.00 and has agreed to honor the original price that was submitted in 2025.

Staff Recommendation: Approval
Fiscal Impact: $265,300 budgeted in 447-0851-439.08-05, Capital Improvements

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300.

WHEREAS, City staff published a Notice to Bidders for the removal and replacement of the roofing system at the Moline City Hall building and bids were publicly read on May 8, 2025; and

WHEREAS, Economy Roofing & Insulating Co. submitted the lowest, most responsible and responsive bid for the amount of $265,300; and

WHEREAS, Economy Roofing has agreed to honor the original price that was submitted in 2025; and

WHEREAS, all necessary funds are budgeted in Facilities Maintenance Account #447-0851-439.08-05, Building Improvements.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to an Independent Contractor Agreement with Economy Roofing & Insulating Co. for the Moline City Hall Roof Project for the amount of $265,300; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Docusign Envelope ID: 592C2C89-6B2A-8DB7-802A-D86F9404EB96

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of _____ ("***Effective Date***"), and is by and between ECONOMY ROOFING & INSULATING CO., ("***Contractor***") and the CITY OF MOLINE, an Illinois home rule municipal corporation and home rule unit of local government, acting by and through its City Council ("***City***"). The City and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WHEREAS, the City is desirous of retaining the services of Contractor to provide certain services and work in accordance with the terms and conditions set forth herein;

WHEREAS, Contractor will be performing services and work for City in accordance with the following: an Invitation for Bid issued by the City dated April 13, 2025, and the completed proposal of Contractor dated May 8, 2025, which is attached hereto and incorporated herein as **Exhibit A** ("***Scope of Services***"); and

WHEREAS, the Contractor has agreed to honor the project price submitted on June 16, 2025, notwithstanding that price confirmation is required for only forty-five (45) days from the bid opening; and

WHEREAS, the Scope of Services, together with this document, comprise the entire agreement of the Parties and are hereafter collectively referred to as the "***Agreement***"; and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the City and Contractor hereby agree as follows:

1. Work Conducted in Accordance with Agreement. The Contractor shall provide the materials, services, and equipment to fully execute the Scope of Services described in the Agreement. The work shall be furnished and completed in accordance with the Agreement.

2. Standard of Care. The Contractor shall exercise reasonable skill, care and diligence in the completion of the work, and will carry out its responsibilities in accordance with customarily accepted industry practices.

3. Facilitation of Work. The parties mutually understand and agree that the City shall be responsible for the timely delivery of data and support information requested by the Contractor in a manner that will allow the Contractor to perform its services.

4. Term. This Agreement shall commence on the Effective Date and remain in full force and effect upon achieving completion of the project.

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5. Termination. Either Party may terminate this Agreement for cause upon 24 hours' written notice to the other, after giving the non-defaulting Party sixty (60) days to cure any breach. In the event this Agreement is terminated, the Contractor will be paid pro rata for Services through the Termination Date.

6. Compensation. The City agrees to pay the Contractor for the performance of the contract work in the manner set forth in the Agreement. Contractor's compensation for the Work shall be TWO SIXTY-FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($265,300.00).

7. Payment. The City shall pay Contractor for the work only after the Contractor has performed the Contract Work and fulfilled the terms of the Agreement or such portions thereof as have accrued up to the date of invoice presentation. Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act following presentation of an itemized invoice and receipts detailing expenditures. The City shall advise the Contractor in writing of the basis for any disputed portions of the statement or any portions requiring further information or documentation. The Contractor shall keep and maintain time and expense records relating to the services, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. The City shall have the right to examine such records, as it deems necessary upon reasonable notice to the Contractor.

8. Compliance with Law. In performing the Work under the Agreement, the Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply: Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, the Public Bond Construction Act (if applicable), all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall waive any and all rights of contribution against City and to indemnify and hold harmless City and its officers, elected and appointed officials, employees, contractors, volunteers, and agents from and against all claims, damages, losses and expenses, including, but not limited to, reasonable legal fees (including, without limitation, attorneys and paralegals fees, expert fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by, arises out of, or results from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or

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destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which City would otherwise have. Contractor shall similarly protect, indemnify, and hold and save harmless, City, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. Insurance.

a. The Contractor shall keep in force, to the satisfaction of City, at all times during the performance of any work referred to above, insurance coverage of the types and amounts specified in the Scope of Services. If no insurance coverage is so specified, then insurance coverage and amounts shall be as provided in Section 10i. In the event of a conflict between Section 10.j. and the Scope of Services pertaining to insurance coverage, the Scope of Services shall prevail.

b. The Contractor shall have all policies of insurance purchased or maintained in fulfillment hereof name the City of Moline as an additional insured thereunder and the Contractor shall provide City with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of $5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from commencing work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

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Failure to maintain the required insurance may result in termination of this Agreement at City's option.

c. The Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

d. For any claims related to or arising from this Agreement or a party's performance or failure to perform hereunder, Contractor and/or Subcontractor insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor or Subcontractor insurance and shall not contribute with it.

e. Nothing contained in this Agreement is to be construed as limiting the liability of Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. City does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect City, or Contractor or Subcontractor, but are merely minimums. The obligations of Contractor and Subcontractor to purchase insurance shall not, in any way, limit its obligations to City in the event that City should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Contractor's or Subcontractor's insurance.

f. In the event Contractor fails to furnish and maintain the insurance required by this Agreement, the City, upon 7 days written notice, may purchase such insurance on behalf of Contractor or Subcontractor, and Contractor or Subcontractor respectively, shall pay the cost thereof to the City upon demand or shall have such cost deducted from any payments due Contractor. Contractor agrees to furnish to the City the information needed to obtain such insurance.

g. All insurance provided by Contractor or Subcontractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

h. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to City shall be certified mail, return receipt requested.

i. Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation

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endorsement from the insurer. Subcontractors will be required to agree to waiver of subrogation as well.

j. Contractor and any Subcontractor shall keep in force, to the satisfaction of the City, at all times during the performance of any work referred to herein, Workers Compensation, Commercial General Liability Insurance in at least the type and amounts as follows:

(1) Workers' Compensation:

i. State: Statutory
ii. Applicable Federal (e.g., Longshoremen's): Statutory
iii. Employer's Liability
$1,000,000.00 Per Accident
$1,000,000.00 Disease, Policy Limit
$1,000,000.00 Disease, Each Employee

(2) Commercial General Liability:

$1,000,000.00 General Aggregate
$500,000.00 Products Completed Operations Aggregate
$500,000.00 Personal and Advertising Injury
$500,000.00 Each Occurrence
$ 50,000.00 Fire Damage (any one fire)
$ 5,000.00 Medical Expense (any one person)

(3) Professional Liability (Errors and Omissions) Insurance:

i. $1,000,000 Per Occurrence
ii. $2,000,000 Aggregate

11. FOIA. Contractor agrees to maintain, without charge to the City, all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the City under the Freedom of Information Act so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the City and if possible, the City shall request an extension so as to comply with the Act. In the event that the City is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties. Contractor agrees to bear responsibility for compliance with this section by any Subcontractor as well.

12. Prevailing Wage. The Prevailing Wage Act applies to this Agreement. Accordingly, Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post

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the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the City as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the City against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions.

13. Payment and Performance Bond. Prior to commencing work, Contractor shall submit a Payment and Performance Bond in the amount of 100 percent of the total contract price, in accordance with acceptable standards with good and sufficient securities for the performance and payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise, issued by a company licensed with and by the State of Illinois. Should the Contractor default on any requirement of the Contract resulting in cancellation by the City, the proceeds from the payment and performance bond will be used by the City as a penalty for non-compliance. Any payment and performance bond submitted shall be deemed to include all statutory language required by the Public Construction Bond Act.

14. Venue; Enforcement. Venue for any dispute arising under this Agreement shall be solely in a court with primary jurisdiction over Rock Island County, Illinois, and each party hereby waives any objection or right to object to such forum as being inconvenient or incorrect. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the City on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.

15. Further Assurances. Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the City, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the City for the purpose of or in connection with goods and services described in the Agreement.

16. Conflicts. Except as otherwise explicitly provided herein, any conflicts between Exhibit A and the text of this Agreement shall be resolved in favor of the text of this Agreement.

Docusign Envelope ID: 592C2C89-6B2A-8DB7-802A-D86F9404EB96

17. Recitals. This Agreement's recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

IT IS MUTUALLY UNDERSTOOD AND AGREED that Contractor shall have the full control of the ways and means of performing the work referred to above and that Contractor or its employees, representatives or subcontractors are in no sense employees of the City, it being specifically agreed that Contractor bears the relationship of an independent contractor to the City.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date first written hereinabove.

CITY OF MOLINE,
an Illinois home rule municipal corporation

_____
Signature

_____
Sangeetha Rayapati, Mayor

CONTRACTOR

DocuSigned by:
Joe Johnson
5923B99E8542485...
Signature

Joe Johnson
Name

Vice President
Title

Docusign Envelope ID: 592C2C89-6B2A-8DB7-802A-D86F9404EB96

Exhibit A

Bid

City Hall Roof Replacement

SECTION 00 0101
PROJECT TITLE PAGE

PROJECT MANUAL
FOR
CITY OF MOLINE – CITY HALL ROOF REPLACEMENT

OWNER: CITY OF MOLINE

CITY OF MOLINE - CITY HALL
619 16TH STREET
MOLINE, IL 61265

ARCHITECT/ENGINEER:

SHIVE-HATTERY, INC.
2144 56TH AVENUE WEST
BETTENDORF, IA 52722
ILLINOIS FIRM NUMBER 184-000214

BIDS DUE:

MAY 7, 2025
10:00 A.M. CENTRAL TIME
MOLINE CITY HALL
619 16TH STREET
MOLINE, IL 61265

NON-MANDATORY PREBID MEETING:

APRIL 23, 2025, AT 10:00 AM
MOLINE CITY HALL
MOLINE, IL 61265

ISSUED FOR BID:

APRIL 8, 2025

END OF SECTION 00 0101

SECTION 00 0105
CERTIFICATIONS PAGE

SHIVE-HATTERY, INC.
STATE OF ILLINOIS LICENSE NO.

STATE OF ILLINOIS:



Divisions/Sheets covered:
ALL

END OF SECTION 00 0105

SECTION 00 0110
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BID SUBMISSION
POLICY STATEMENT – EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION – INDIVIDUAL
CERTIFICATION – PARTNERSHIP
CERTIFICAITON – CORPORATION
00 4201 SCHEDULE OF BID PRICES
00 4325 SUBSTITUTION REQUEST FORM -DURING PROCUREMENT
00 6325 SUBSTITUTION REQUEST FORM -DURING CONSTRUCTION
00 7200 GENERAL CONDITIONS
00 7300 SUPPLEMENTARY CONDITIONS
00 8250 PREVAILING RATE OF WAGES

DIVISION 01 - GENERAL REQUIREMENTS

01 1000 SUMMARY
01 2000 PRICE AND PAYMENT PROCEDURES
01 2500 SUBSTITUTION PROCEDURES
01 2600 CONTRACT MODIFICATION PROCEDURES
01 2900 USER PAYMENT PROCEDURES
01 3200 CONSTRUCTION PROGRESS DOCUMENTATION
01 3300 SUBMITTAL PROCEDURES
01 3300.01 SUBMITTALS
01 4000 QUALITY REQUIREMENTS
01 4200 REFERENCES
01 5000 TEMPORARY FACILITIES AND CONTROLS
01 6000 PRODUCT REQUIREMENTS
01 6000.01 USER PRODUCT REQUIREMENTS
01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS
01 7800 CLOSEOUT SUBMITTALS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000 ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 2200 ROOF AND DECK INSULATION
07 5323 EPDM ROOFING
07 5323.01 2-YEAR ROOF MAINTENANCE WARRANTY
07 6200 SHEET METAL FLASHING AND TRIM
07 9200 JOINT SEALANTS

END OF SECTION 00 0110

SECTION 00 0115
LIST OF DRAWING SHEETS

SHEET ARE DATED APRIL 8, 2025

G0.01 COVER SHEET
A1.01 ROOF PLAN
A5.01 DETAILS

END OF SECTION 00 0115

SECTION 00 1113
ADVERTISEMENT FOR BIDS

PROJECT: CITY OF MOLINE – CITY HALL ROOF REPLACEMENT

PROJECT LOCATION: CITY HALL, 619 16TH STREET MOLINE, ILLINOIS 61265

PRE-BID: APRIL 23, 2025, at 10:00 AM

BIDS DUE:MAY 7, 2025, at 10:00 AM

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.
2144 56TH Avenue West
Bettendorf, IA 52401

TO: POTENTIAL BIDDERS

The project consists of removal and replacement of approximately 10,190+ SF of existing built-up roof system with a new EPDM roof system.

The work must commence once an Agreement is in place and be completed within 120 calendar days from the date of notice-to-proceed, unless additional time is agreed to by Owner and Contractor.

Bidding documents may be examined at the Architect/Engineer's office, at the Owner's office, online at City Blue Technologies, www.citybluetechnologies.com, 4657 44th St., Rock Island, IL 61201, and at the Shive-Hattery plan room (https://www.shive-hatteryplanroom.com).

No bid may be withdrawn for a period of 60 days after the date of the scheduled closing time for the receipt of bids.

Each bid shall be accompanied by a bid security meeting requirements of the specifications and made payable to the Owner in an amount equal to five percent (5%) of the total amount of the bid.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Submit your offer on the Bid Form provided.

END OF SECTION 00 1113

Bidding Instructions

Public Works Department

February 10,2025

NOTICE TO BIDDER: The City of Moline (hereinafter: "City" or "Purchaser") requests Bids for Moline City Hall Roof Replacement. Bids must be submitted on the required forms and signed by an authorized agent to be considered responsive to the request for Bids.

The following items must be included with your Bid or be subject to disqualification:

1. **Bid Specification Sheet** - Specifications are a minimum and if your Bid exceeds the specifications, then you are in compliance.
2. **EEO Policy Statement** - Sign and date this page and include your own, if applicable.
3. **Contractor/Supplier Certification** - All bids must be accompanied by a completed Contractor/Supplier Certification, pursuant to 720 ILCS 5/33E-11.

The successful award of this contract will be based upon compliance with the specifications, availability of materials, quality of the products and services being provided, complete evaluation of the offered products, contractual constraints, conformity with the current infrastructure, price, delivery, timing, availability and the completeness of the overall response. Pursuant to the Moline Code of Ordinance Section 27-3102, the City of Moline reserves the right to cancel the Bid request any time prior to the acceptance of the Bid. In determining the lowest responsive and responsible bid, the City will consider the base bid, alternates, and any combination thereof that the City deems to be in its best interest. The City will also consider the criteria set forth above, the criteria set forth in the City Code, and information obtained following the bid opening including:

1. References;
2. Financial statement and/or company background along with verification of like or similar awards in the past five years; and
3. Publicly available information.

The City of Moline reserves the right to reject any and all bids, to waive any technicalities in bids received whenever such rejection or waiver is in its interest, or to advertise for new Bids. The City will award the contract to the lowest responsive and responsible Bidder, per the above criteria and City Code.

Contact: James Whiting, Facilities Manager at (309) 524-2408 or email: jcwhiting@moline.il.us

The bidder to whom the Contract is awarded shall commence work no later than the date specified in the Notice to Proceed from the City or its authorized representative, to the Contractor.

All work shall be completed within the agreed upon start date to be established after bidding. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City.

All bids shall be accompanied by a guaranty of five percent (5%) of the amount of the bid. Guarantees shall be in the form of a certified check or cashier's check made payable to the City of Moline or a surety bid bond. All bids shall remain valid for a period of 45 days. Contractors shall sign the form included in the bid notice entitled "City of Moline Bid Bond Information" and follow the instructions.

Unit prices are required for each line item. Enter the unit price. The electronic bid submission will extend the price with the quantity given.

Bidders may withdraw a Bid before the submittal deadline, using the tools in the Ion Wave website.

The City of Moline is exempt from paying various sales taxes as a municipal government. Proof of exemption will be furnished upon request.

A Performance, Labor, Material and Maintenance Bond (1-year), in the full amount of the contract, shall be furnished by the lowest bidder upon receipt of Notice of Intent of Award. The form of the bond shall be that furnished by the City and the surety shall be acceptable to the City.

A contract shall not be awarded to any individual, partnership, or corporation in arrears to the City of Moline upon debt of contract, or who is a defaulter as surety or otherwise upon any obligation to the City of Moline, Illinois.

For any project for the construction or demolition of any Public Works, where the contract sum equals or exceeds $500,000, the City shall have the contract bid and constructed_under the terms of the Illowa Construction Labor and Management Council's IMPACT Agreement, unless an exception is granted by two-thirds (2/3) of the City Council.

a. The terms of the IMPACT Agreement are fully incorporated herein.
b. All contractors performing work under an IMPACT Agreement that falls within the job classifications of the Illinois Department of Labor Prevailing Wage Rate Determinations shall be signatory to the craft listed with such craft classification.

c. All contractors must directly perform at least 51 percent of the services identified in the invitation for bid. Subcontractors, affiliates and/or subsidiaries shall not contribute to the minimum performance percentage required.
d. All contractors acting as construction managers shall secure a bond for the entire project up to $15 million.
e. Apprentice ratios shall be as provided in each respective craft's local labor agreement.

This Bid calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The current prevailing wage rates are updated monthly by the Illinois Department of Labor (Rock Island County), and may be found at:

https://labor.illinois.gov/laws-rules/conmed/rates.html

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the Illinois Department of Labor per IDOL administrative requirements. For further information, please refer to the Illinois Department of Labor's website at: www.illinois.gov/idol/

All contractors, subcontractors, and truckers rendering services under this contract shall comply with all Federal, State, and local laws, ordinances, rules and regulations governing the work required under the terms of this Contract (including, without limitation, the Illinois Human Rights Act and the Substance Abuse Prevention on PW Projects Act).

The Contractor shall agree to furnish all records related to this Agreement and any documentation related to the City required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the City issues notice of such request to the contractor. Contractor shall agree not to apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Contractor shall agree to defend, indemnify, and hold harmless the City, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the City to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA, or Contractor's failure to furnish all documentation related to a request within five

(5) days after the City issues notice of a request. Furthermore, should the Contractor request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall agree to defend, indemnify, and hold harmless the City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the City.

INSURANCE REQUIREMENTS:

The Contractor shall have and furnish insurance coverage and furnish Certificates of Insurance, in triplicate, with the Project Number, Purchaser's name and Contractor's name stated on the Certificates. Additionally, actual policies shall be furnished to the City prior to execution of any contract. The coverage and amounts below are minimum requirements and do not establish limits to any Contractor's liability. Other coverage and higher limits may be provided at Contractor's option and expense.

1. The Contractor shall carry or require that there be carried Worker's Compensation Insurance for all his employees and those of his subcontractor's engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws. Workers' compensation, including occupational disease, as prescribed or permitted by law, in employer's liability, with a limit of not less than $500,000 for each accident, $500,000 for Disease Policy Limit, and $500,000 for Disease each employee. The policy should include, when appropriate:

    A. All states' endorsements, and
    B. United States' Longshoreman and Harbor Workers' Compensation Act.

2. The Contractor shall carry or require that there be carried Commercial General Liability Insurance with limits of $1,000,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, hoists, and mobile equipment on the site or hauling materials or debris from the site. Commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than $1,000,000.00 for each occurrence is required. Coverage shall be extended for endorsements made and exclusions removed, as follows:

    A. Premises in operations;
    B. Blanket contractual;

C. Personal injury liability (extending to claims from employees of contractor);
D. Contractor's protective liability (for work let or sublet);
E. Projects and completed operations;
F. Broad form property damage;
G. Explosion, collapse and underground damage (as applicable);
H. Professional Liability

3. The Contractor shall carry or require that there be carried Comprehensive Auto Liability Insurance, including owned, non-owned hired or leased automobiles, used in connection with this work, with a bodily injury and property damage combined single limit of 500,000.00 for each occurrence.

4. The Contractor shall carry or require that there be carried Excess and Umbrella Liability Insurance in the form following the underwritten coverages in the amount of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate.

5. The Contractor shall carry or require that there be carried, Property Damage Insurance in the amount of not less than $250,000 to protect him and his subcontractors from all claims for property damage which might arise from operations under this contract.

6. The Contractor shall also obtain at his own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City as the insured with the same insurance company with which the Contractor carries his Contractor's Public Liability Insurance and Automobile Liability Insurance, and in like amounts. In lieu, thereof, the City of Moline shall accept being named as an additional named insured on the policy required in Paragraph "2" above and receipt of a duplicate policy. No policy will be accepted which excludes liability for damage to underground structures or by reason of collapse. At any time during the life of the contract should blasting be required, the Contractor will provide additional coverage to the City for damage by reason of blasting or explosion prior to engaging in blasting activities. (Under "Persons Insured, the employees of the City of Moline while acting within the scope of their duties" must be covered).

7. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required under this contract, and in like amounts.

8. Indemnify the City - In addition to carrying the above insurance, the contractor and his sureties will indemnify and save harmless the City and all of its officers, agents, and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulation, or order, whether by himself or employees.

9. All insurance policies are to be written by companies authorized to do business under the laws of the State of Illinois and acceptable to the City of Moline, Illinois. Irrespective of any other requirements herein**,** all insurance policies, and each of them, shall name the City of Moline and its employees, acting within the scope of their duties, as additional insured for all coverages.

10. Should the lowest bidder fail to obtain the proper insurance, or to execute a contract and contract bond as required, and within fifteen (15) calendar days after the issuance of the "Notice of Intent to Award," it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

1	City Hall Roof Project Bid Tab						
	Supplier	**QTY**	**UOM**	**Estimated**	**Base Price**	**Alt Bid Price**	**Extended**
	Economy Roofing & Insulating Co., In				$265,300.00	$59,400.00	$324,700.00
	Sterling Commercial Roofing				$289,750.00	$56,789.00	$346,539.00
	C3 Construction (527 LLC)				$388,436.00	$2,400.00	$390,836.00
	Jim Giese Commercial Roofing				$342,000.00	$48,840.00	$390,840.00
	White Roofing Co., Inc				$367,429.00	$45,235.00	$412,664.00
	Roofing Technology				$422,925.00	$51,426.00	$474,351.00

BID SUBMISSION

ESTIMATED START DATE: 6/16/25

BID TOTAL: $265,300.00

The undersigned certified that they are a representative of the company shown below and as such representative is authorized to submit this proposal on their behalf.

Federal Tax Identification Number: 42-0667583

Company: Economy Roofing & Insulating Co., Inc.

Address: 4121 State St. P.O. Box 159

City/State/Zip: Bettendorf, IA 52722

Telephone Number: 563-359-6511 Fax Number: 563-359-6516

Authorized Signature:

Name/Title: Joseph E. Johnson Vice President

Date: May 8, 2025

POLICY STATEMENT
EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Economy Roofing & Insulating Co. (insert firm name) to provide equal employment opportunity to all persons regardless of race, color, religion, sex or national origin. Accordingly, we will take Affirmative Action to insure that we will:

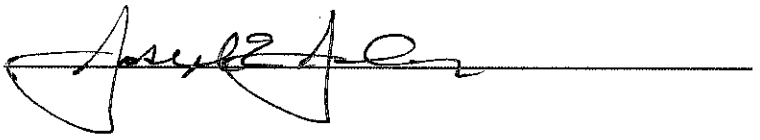
1. Recruit, hire and promote in all job classifications regardless of race, color, religion, sex or national origin.

2. Make promotional decisions that are in accordance with principles of equal opportunity by imposing only valid requirements for promotional opportunities.

3. Incorporate our equal employment opportunity policy in all personnel actions such as compensations, benefits, transfers, layoffs, returns from layoffs, company sponsored training, education and tuition assistance.

4. Conduct social and recreation programs sponsored by our agency without regard to race, color, sex and religion.

Firm Name Economy Roofing & Insulating Co., Inc.

Authorized Signature 

Title Vice President

Date 5/8/25

CERTIFICATION

INDIVIDUAL

The undersigned individual certifies that he or she is not barred from proposing this contract as a result of a violation or either 720 ilcs 5/33e-3 or 720 ilcs 5/33e-4 bid-rigging or bid-rotating.

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

SUBSCRIBED AND SWORN to before me on

_____ (date)

_____

Notary Public

CERTIFICATION

PARTNERSHIP

The undersigned certifies on behalf of the partnership named below that the partnership is not barred from proposing this contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, bid-rigging or bid-rotating.

Further, the undersigned certifies and warrants that he or she is duly authorized to execute this Certification on behalf of the Partnership and in accordance with the Partnership Agreement and the laws of the State of Illinois and that this Certification is binding upon the Partnership and is true and accurate.

Partnership Name: _____

Signed by: _____

Business: _____

Business Phone Number: _____

Certification
Insert names and addresses of all partners:

_____

_____

_____

SUBSCRIBED AND SWORN to before me on

_____ (date)

_____
Notary Public

CERTIFICATION

CORPORATION

The undersigned certifies on behalf of the Corporation named below that the Corporation is not barred from proposing this contract, as a result of a violation of either bid-rigging or bid-rotating.
Further, the undersigned certifies and warrants that he or she is duly authorized to execute this Certification on behalf of the Corporation in accordance with by-laws of the Corporation and that this certification is bind upon the Corporation and is true and accurate.

Corporate name: Economy Roofing & Insulating Co., Inc.

Signed by: _____, V.P.

Title: Vice President

Business Address: 4121 State St. P.O. Box 159 Bettendorf, IA 52722

Insert President: Jonathan Richmiller

Names of corporate officers:

Secretary: Kathryn Mack

Treasurer: Jonathan Richmiller

Attest: Kathryn A. Mack

SECTION 00 4201
SCHEDULE OF BID PRICES

PROJECT: MOLINE CITY HALL ROOF REPLACEMENT

A. LEGAL NAME OF BIDDER: Economy Roofing & Insulating Co., Inc.

ADDRESS OF BIDDER: 4121 State St. Bettendorf, IA 52722

THE PROJECT CONSISTS OF THE BASE BIDS 1 AND ALTERNATE BID 2. ALL BIDS MUST BE BID. OWNER MAY ACCEPT OR REJECT ANY OR ALL BIDS.

B. BASE BID 1 – 90 MIL EPDM ROOF REPLACEMENT ALL SECTIONS

	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REMOVE AND REPLACE EXISTING ROOFS WITH NEW 90 MIL EPDM ROOF SYSTEM AS SPECIFIED.	APPROX. 10,190 - SF	LUMP SUM	$263,300.00
2.	REAIR DETERIORATED CONCRETE DECKING.	100 SF	$ 20.00/SF	$2,000.00

TOTAL BASE BID 1: Two Hundred Sixty Five Thousand Three ($265,300.00)
(USE WORDS) Hundred & 00/100

C. ALTERNATE BID 2 – REMOVE AND REPLACE DRAINAGE PIPING

	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REMOVE AND REPLACE EXISTING DRAIN BOWELS WITH NEW CAST IRON DRAIN BOWELS OF THE SAME SIZE AS EXISTING.	4 DRAIN BOWELS	LUMP SUM	$6,100.00
2.	REMOVE AND REPLACE EXISTING CAST IRON PIPING WITH NEW PVC PIPING OF THE SAME SIZE AS EXISTING.	4 PIPE SYSTEMS	LUMP SUM	$53,300.00

TOTAL ALTERNATE BID 2: Fifty Nine Thousand Four Hundred ($59,400.00)
(USE WORDS)

END OF SECTION

CITY OF MOLINE –
CONTRACTOR CERTIFICATIONS
STATEMENT

Public Works Department

The City of Moline's Code of Ordinances require this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the City. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

IV. Any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would otherwise occur, shall identify the owner/operator workforce and positions of ownership:

V. Contractor certifies that will comply with all the provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades as covered in the Act.

VI. Contractor shall supply a copy of the written program for the prevention of substance abuse and shall also certify that only workers that are enrolled and tested in company-based controlled substance and alcohol testing programs will be allowed to participate on the project.

VII. Contractor shall disclose any tax lien or delinquency and any lien, determination or judgment concerning the contractor's failure to pay benefits in the last five (5) years.

VIII. Contractor shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program within the last five (5) years. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and the City may request the bidder provide copies of employees' OSHA cards; failure to produce an employee's OSHA card may result in a determination that the bidder is not a responsible bidder.

IX. Contractor certifies it is committed to employing local workers with strong consideration given to bidders employing residents of the City of Moline and/or the State of Illinois or explain in writing why such a commitment is not feasible or practical. Contractor certifies that it is in compliance with State of Illinois Equal Employment Opportunity requirements for public works projects including the hiring of women and minority workers to perform the contracted work.

X. The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The City at any time before or after award may require the production of further evidence.

Contractor Name: Economy Roofing & Insulating Co., Inc. _____
(Signature)

Title: Vice President Address: 4121 State ST. Bettendorf, IA 52722

AGENDA ITEM DETAIL
May 12, 2026

A Resolution accepting a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; and authorizing the Assistant Director of Public Works to execute any necessary documents and do all things necessary to implement said project.

SUGGESTED ACTION: Approval

ATTACHMENTS:
PW RES2 Sarah - Public Works HVAC Controls - EXP.pdf
PW RES2 Sarah - Public Works HVAC Controls - CB x.pdf
PW RES2 Sarah - Public Works HVAC Controls-ATT.pdf

A Resolution accepting a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; and authorizing the Assistant Director of Public Works to execute any necessary documents and do all things necessary to implement said project.

Explanation: The Public Works building has a heating, ventilation, and air conditioning (HVAC) system that has reached the end of its reliable, useful life expectancy. The design of the HVAC system requires a building automation system to function as intended. The existing control system is original (1999), has minor deficiencies impacting the comfort and control of the spaces and is end of life. The variable air volume (VAV) boxes installed are original, do not have the standard rotating damper assembly and utilize a 'plunger' mechanism to open and close. These components are failing which leads to over or under cooling, heating, and humidity in the spaces. Additionally, these replacement components have become obsolete.

In anticipation of this HVAC project at the Public Works building, staff has budgeted the funding to perform all necessary component replacements and installation in the 2026 fiscal year. Johnson Controls, the provider of the City's complete HVAC maintenance contract, has submitted a proposal to modernize and update the system utilizing Sourcewell contract #080824-JHN in the amount of $480,132. These updates will provide increased reliability, serviceability, and occupant comfort while simultaneously providing reduced downtime, lower utility cost improved efficiencies, and allow for concerns to be addressed before they become larger concerns with alarm and remote notifications.

Staff Recommendation: Approval
Fiscal Impact: $480,132 budgeted in 447-0851-439.08-05, Capital Improvements

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

ACCEPTING a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; and

AUTHORIZING the Assistant Director of Public Works to execute any necessary documents and do all things necessary to implement said project.

WHEREAS, the Public Works building has a heating, ventilation, and air conditioning (HVAC) system that has reached the end of it reliable, useful life expectancy; and

WHEREAS, Johnson Controls, the provider of the City's complete HVAC maintenance contract, has submitted a quote to modernize and update the system utilizing Sourcewell contract #080824-JHN; and

WHEREAS, staff has budgeted the funding to perform all necessary component replacements and installation in the 2026 fiscal year in account #550-0790-480.08-98, Capital Improvements.

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

That the City Council hereby accepts a proposal from Johnson Controls for the Public Works Heating, Ventilation, and Air Conditioning Retrofit project utilizing Sourcewell Contract #080824-JHN for the amount of $480,132; provided, however, that said proposal is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

BE IT FURTHER RESOLVED that the Assistant Director of Public Works is hereby authorized to execute any necessary documents and do all things necessary to implement said project.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

HVAC TURNKEY SOLUTION PROPOSAL

April 21, 2026

To: City of Moline Public Works

Project: City of Moline Public Works HVAC Retrofit

4703 15th Street A
MOLINE, IL 61265
United States

Name: Alex Ritchie
Email: alex.ritchie@jci.com

This proposal is in accordance with the Johnson Controls Sourcewell contract #080824-JHN

NARRATIVE

Current State: The design of the HVAC system requires a building automation system to function as intended. The existing control system is original (1999), has minor deficiencies impacting the comfort and control of the spaces and is end of life. The VAV boxes installed are original, do not have the standard rotating damper assembly and utilize a 'plunger' mechanism to open/close. These components are failing which leads to over/under cooling/heating/humidity in the spaces. These replacement components have been obsoleted as well.

Future State: JCI is proposing a turnkey solution to update the control system and VAV boxes as described below. This will modernize the controls and respective equipment for system control, improved tenant comfort, code compliance and operating savings.

Benefits:

- Reduced downtime
- Increased reliability and serviceability
- Lower utility consumption with schedules and heating/cooling control
- Improved tenant comfort
- Alarms & Remote notifications to quickly address issues before larger problems occur

(QTY.) SYSTEM NAME (REFERENCE)

BASE PROPOSAL– CONTROLS RETROFIT

(Qty 1) Metasys Network Architecture:

- Furnish and install (1) Metasys ADS Server Software to provide the following functions:
  - Scheduling
  - Alarming
  - Trending
  - User interface for monitoring and adjustments
  - Web browser internet access (Remote internet outside IP address required by customer)
- Furnish and install (1) Supervisory Network Engine as local site director.
- Provide new MSTP bus to all new controllers – daisy chain
- Generate user interface for intuitive system control and adjustment; floor plan and equipment
- Web Browser Access – *please note remote access, if desired, will require VPN or other means to customer network*
- ***Please note assumes installing server to customer supplied server/VM/machine*** *(reference platform support job aid)*

(Qty 1) Hot Water System Controller:

- Furnish and install (1) Programmable Control Panel
- Furnish and install new field devices; (4) boiler commands/status, (2) alarms, (2) comb damper switches, (2) HW Pump commands,
- Reuse and wire existing field devices: control valves and thermowells - *typical*

(Qty 1) Air Handling Unit (AHU-x) *Unit 1*:

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install EF command/status
- Furnish and Install Discharge Air Temperature
- Furnish and Install Discharge Air Static Pressure 1
- Furnish and Install Exhaust Air Damper Actuator
- Furnish and Install Mixed Air Temperature
- Furnish and Install Outdoor Air Damper Actuator
- Wire existing Preheat Output
- Furnish and Install Return Air Temperature
- Furnish and Install Return Air Damper Actuator
- Furnish and Install Supply Fan Output
- Furnish and Install Cooling Stage 1 Command
- Furnish and Install Cooling Stage 2 Command
- Wire existing Discharge Air Smoke Alarm
- Furnish and Install Discharge Air High Duct Pressure
- Furnish and Install Low Temperature Alarm
- Furnish and Install PreFilter Status
- Furnish and Install Supply Fan Command/Status

(Qty 2) Air Handling Unit (AHU-x) *Units 2 and 3*:

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install EF command/status
- Furnish and Install Cooling Stage 1 Command
- Furnish and Install Cooling Stage 2 Command
- Furnish and Install Discharge Air Temperature
- Furnish and Install Discharge Air High Duct Pressure
- Furnish and Install Exhaust Air Damper Actuator
- Furnish and Install Mixed Air Temperature
- Furnish and Install Outdoor Air Damper Actuator
- Furnish and Install PreFilter Status
- Wire existing Discharge Air Smoke Alarm
- Wire existing Preheat Output
- Furnish and Install Low Temperature Alarm
- Furnish and Install Return Air Temperature
- Furnish and Install Return Air Damper Actuator
- Furnish and Install Supply Fan Command/Status
- Furnish and Install Zone Temperature

(Qty 3) Air Handling Unit (AHU-x) *Units 4, 5 and 6*:

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install Discharge Air Temperature
- Furnish and Install Mixed Air Temperature
- Furnish and Install Return Air Temperature
- Furnish and Install Zone Temperature
- Wire existing Discharge Air Smoke Alarm
- Furnish and Install Low Temperature Alarm
- Furnish and Install Discharge Air High Duct Pressure
- Wire existing Preheat Output
- Furnish and Install Cooling Stage 1 Command
- Furnish and Install Cooling Stage 2 Command
- Furnish and Install Supply Fan Command/Status

(Qty 2) Makeup Air Handling Unit (MAU- 1,2):

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install (1) DA-T
- Furnish and Install (1) OAD command/status
- Furnish and Install (1) heat command
- Furnish and Install (1) fan command/status

(Qty 22) VAV Boxes (***new equipment***):

- Furnish and Install new VAV box meeting the original size and performance specifications
- Provide removal and reinstallation of ceiling grid
    - *Work performed on Saturday included*
- Provide all sheet metal/duct retrofit to the existing supply air system duct
- Retrofit the HWS supply lines to the new VAV box HW lines/control valve
- Furnish and Install (1) field installed DDC controller with integral damper actuator/flow sensor
- Furnish and Install (1) discharge air temperature sensor
- Furnish and Install (1) zone temperature sensor w/ adjustment
- **Test and balance VAVs and associated diffusers and reheat coils**

(Qty 1) Vehicle Bay Controller:

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install (4) command/status RIB *(EF-5 through 8)*
- Furnish and Install (10) burner command RIB
- Furnish and Install (2) SF command/status RIB
- Furnish and Install (7) nickel temperature sensors
- Furnish and Install (1) differential pressure transducer
- Furnish and Install (1) OA-T Sensor
- Furnish and Install (6) CO2 sensors
- Furnish and Install (6) CO sensors
- Furnish and Install (7) vacuum exhauster relays
- Tie into existing CO/CO2 central control panel for reuse (BO) 15
    - *Existing panel to remain.*

(Qty 1) Maintenance Garage Controller:

- Furnish and Install (1) Programmable Controller with panel; to include:
- Furnish and Install (2) command/status RIB - *EF-13, 14*
- Furnish and Install (4) EF status – *EFs 9-12*
- Furnish and Install (3) vacuum exhauster relays
- Furnish and Install (2) burner command relay – *NW & SE*
- Furnish and Install (3) nickel temperature sensor (NW, SW, Generator room)
- Furnish and Install (1) OA-T sensor
- Furnish and Install (1) differential pressure transducer
- Furnish and Install (1) generator status
- Furnish and Install (3) generator dampers

GENERAL INCLUSIONS:

- Electrical installation as described
- All project management, engineering, programming and commissioning
- Standard Submittals & As Built Packaged provided electronically

TRAINING / WARRANTY

- Includes (qty 2) 2-hour on-site owner / operator training.
- Includes warranty for (1) year from date of owner's acceptance of certificate of substantial completion of labor and new devices only.

CLARIFICATIONS:

- This proposal is based upon the terms and conditions on subsequent pages.
- Pricing based on normal working hours (Monday - Friday) No overtime work is included in above pricing with exception to ceiling grid removal and reinstallation.
- All wiring will be in EMT conduit for interior exposed locations and in plenum rated cable where Applicable by code.
- This quote **DOES NOT** include any applicable sales taxes, tariffs or freight.
- This proposal excludes any materials not specifically defined above. Additional items, such as those to be reused, that are found to be deficient shall be evaluated separately at the discretion of Johnson Controls. (Motor starters, VFDs, mechanical components)
- This proposal excludes: third party commissioning and test & balance work, unless otherwise noted (VAVs will be TAB-ed, please advise if additional is required).
- Assumes use of City of Moline lift, else evaluated separately.

Important: This proposal incorporates by reference the Terms and Conditions attached

Pricing $469,662.00
This proposal is in accordance with the Johnson Controls Sourcewell contract #080824-JHN

ADDITIONAL DISCOUNTING
Metasys Upgrades & Modernization (MUMS) Promo..... - $33,130.00
**Promotion valid for 60 days from date of proposal*

TOTAL $436,532.00

Contigency (10%)**.....** + $43,600.00

TOTAL **$480,132.00**

* Pricing **DOES NOT** include any applicable sales taxes, duties, tariffs or similar items imposed prior to shipment.
* All payments are due Net 30 from date of invoice
* Pricing is contingent upon T&Cs, payment terms and Schedule of Values

Schedule of Values	
Description	**%**
Mobilization/Acceptance	50%
Monthly Progress Billing	45%
Customer Turnover	5%

AR Invoices are accepted via e-mail: ☐YES: E-mail address to be used: _____
☐NO: Please submit invoices via mail
☐NO: Please submit via _____

Please note: To streamline communication and avoid disruptions, ETF/ACH and email invoicing is preferred.

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for 30 Calendar days



Signature

Signature

Company:

Name:

PO #:

Date:

Name: Alex Ritchie

Phone: 1-319-321-7826

Email: alex.ritchie@jci.com

This Proposal is Valid Until for 30 days from the proposed date.

Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC's obligation is limited to the scope of work set forth in JC's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC's costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC's written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC's work or services, JC is solely responsible for payment of the required prevailing wage rate. Purchaser expressly refuses any liability for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement.
JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to negotiate in good faith with JC to arrive at a mutually agreeable price, taking into consideration all of the circumstances leading to the cancellation or modification. Both parties recognize that a "one-size-fits-all" rule for this type of situation will rarely fit the actual circumstances and rather than utilizing a set formula, the parties will instead examine the entire situation and all relevant facts to arrive at an agreement that is fair to both parties.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased, or decreased, costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. For Purchasers located in the United States, the laws of Illinois shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Rock Island County, Illinois. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by mutual agreement, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be

reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

JOHNSON CONTROLS DATA PROCESSING ADDENDUM – JOHNSON CONTROLS AS PROCESSOR

This Data Processing Addendum, including its Schedules and Appendices, ("**DPA**") forms part of the Agreement or other written or electronic agreement between Johnson Controls (hereinafter referred to as "JCI") and Customer for the purchase by

Customer of services from JCI (identified as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data.
All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, JCI may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW THIS DPA APPLIES

This DPA shall replace any conflicting terms relating to Processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

"Canadian Privacy Laws" means the *Personal Information Protection and Electronic Documents Act* and the regulations thereto, and any applicable provincial legislation and regulations, including, where applicable, the *Personal Information Protection Act* (Alberta), the *Personal Information Protection Act* (B.C.), an *Act respecting the protection of personal information in the private sector* (Quebec) and an *Act to establish a legal framework for information technology* (Quebec), and any regulations to such statutes, each as amended from time-to-time.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the entity that executed the Agreement.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, Canada, and the United States and its states, and the People's Republic of China, applicable to the Processing of Personal Data under the Agreement.
"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"UK GDPR: the GDPR, as amended and incorporated into the law of the United Kingdom ("UK") under the UK's European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018.

"Personal Data" means any information relating to an identified or identifiable natural person where such information is information submitted by or for Customer to the Services.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"Security Practices Documentation" means the information available at this link: https://www.johnsoncontrols.com/-/media/jci/cyber-solutions/johnson-controls-security-practices-rev-c.pdf

"JCI" means the JCI entity which is a party to the Agreement.

"JCI's Affiliates" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with JCI. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"Standard Contractual Clauses" or "SCCs" means the agreement attached hereto as Schedule 3 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor engaged by JCI.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR,

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, JCI is the Processor and that JCI will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the Data Protection Laws and Regulations applicable to Customer, including any applicable requirement to provide notice to Data Subjects of the use of JCI as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, including the obtaining of any consents required. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

2.3 JCI's Processing of Personal Data. JCI shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) use of the Services and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. JCI shall not Process Personal Data on behalf of and in accordance with Customer's documented instructions where those instructions are in violation of applicable law

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by JCI is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS AND CO-OPERATION

Data Subject Request. JCI shall, on reasonable request from the Customer, and subject to any restrictions under applicable law, promptly notify Customer if JCI receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, JCI shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, JCI shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent JCI is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from JCI's provision of such assistance.

CO-OPERATION: Upon Customer's written request, JCI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligations under Data Protection Laws and Regulations, and/or to assist in Customer's response to any enquiry, investigation or audit by any regulatory authority. To the extent legally permitted, Customer shall be responsible for any costs arising from JCI's provision of such co-operation and assistance.

4. JCI PERSONNEL

4.1 Confidentiality. JCI shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. JCI shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. JCI shall take commercially reasonable steps to ensure the reliability of any JCI personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. JCI shall ensure that JCI's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. Where obliged by law, JCI has appointed a data protection officer. The appointed person may be reached at privacy@jci.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) JCI's Affiliates may be retained as Sub-processors; and (b) JCI and JCI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. JCI or a JCI Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. On written request from Customer, JCI shall make available to Customer the current list of Sub-processors for the Services. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location. Addition of a new Sub-Processor will be notified by JCI to Customer by reasonable means, including email and other electronic means.

5.3Objection Right for New Sub-processors. If a new Sub-processor represents an unacceptable risk to the protection of the Personal Data, as determined by Customer acting reasonably, Customer may object to JCI's use of such new Sub-processor, by notifying JCI promptly in writing within ten (10) business days after notification of the new Sub-processor to Customer by JCI. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, JCI will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub- processor without unreasonably burdening Customer. If JCI is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Agreement with respect only to those Services which cannot be provided by JCI without the use of the objected-to new Sub-processor by providing written notice to JCI.

5.4 Liability. JCI shall be liable for the acts and omissions of its Sub-processors to the same extent JCI would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Personal Data. JCI shall maintain appropriate technical, physical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Practices Documentation. JCI shall retain the right to update the Security Practices Documentation but not materially decrease overall measures.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

JCI maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, use of or access to Personal Data, transmitted, stored or otherwise Processed by JCI or its Sub-processors on behalf of Customer of which JCI becomes aware (a "**Personal Data Incident**"). JCI shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as JCI deems necessary and reasonable to remediate the cause of such a Personal Data Incident to the extent the remediation is within JCI's reasonable control. JCI will provide, without unreasonable delay, any information regarding the Personal Data Incident that is reasonably requested by the Customer, including all information required by Customer to comply with any reporting, recording and notification obligations applicable to Customer in connection with the Personal Data Incident, pursuant to Data Protection Laws and Regulations, as well as any information reasonably required by Customer to respond to any inquiries from relevant regulatory authorities and/or affected Data Subjects. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Data Subjects.

8. RETURN AND DELETION OF PERSONAL DATA

JCI shall return Personal Data (held in in any form, except electronic copies stored in the course of routine backup operations) to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with the Agreement between Customer and JCI, provided that JCI's legal counsel may retain one archival copy for JCI's records. JCI shall not be required to delete Customer Personal Data to the extent JCI is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data. Where JCI is required to retain Customer Personal Data as set forth in the preceding sentence, then JCI will notify Customer of such requirement, to the extent legally permitted.

9. LIMITATION OF LIABILITY

Each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, JCI's and its Affiliates' total liability for all claims from Customer arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer, and, in particular, shall not be understood to apply individually and severally to Customer that is a contractual party to any such DPA.

Unless prohibited by law, to the extent that the Agreement does not include a "Limitation of Liability" section, IN NO EVENT SHALL JOHNSON CONTROLS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS DPA, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO JCI PURSUANT TO THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. JCI will Process Personal Data in accordance with the GDPR and UK GDPR requirements directly applicable to JCI's provision of its Services.

10.2 Data Protection Impact Assessment. Upon Customer's request, JCI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR and, where applicable, the UK GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to JCI. JCI shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR and UK GDPR.

10.3 Transfer mechanisms for data transfers. Subject to the additional terms in Schedule 1, JCI makes available the transfer mechanism listed below which shall apply to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

1. The Standard Contractual Clauses set forth in Schedule 3 to this DPA

11. ADDITIONAL PROVISIONS WHEN CANADIAN PRIVACY LAWS APPLY

11.1 In situations where Canadian Privacy Laws apply, JCI will Process Personal Data in accordance with Canadian Privacy Laws.

11.2 Without limiting the generality of Section 2.2, in situations where Canadian Privacy Laws apply, regardless of whether Customer and/or the Data Subjects are located in Canada, Customer will provide any notices and obtain any consents required pursuant to Canadian Privacy Laws. In addition, where required, Customer will notify Data Subjects that their Personal Data may be transferred and stored outside of Canada and accessible to courts, law enforcement and national authorities in other countries, and Customer will obtain any consents required by Canadian Privacy Laws for JCI to transfer the Personal Data outside Canada and/or outside the Canadian province where the Customer and/or the Data Subjects are located.

11.3 Customer may contact JCI to request an audit of the procedures relevant to the protection of Personal Data, no more than once annually. Customer shall reimburse JCI for any time expended for any such audit at JCI's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such audit, Customer and JCI shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by JCI. Customer shall promptly notify JCI with information regarding any non- compliance discovered during the course of an audit

12. Invalidity and Severability.

If any provision of these Terms is found by any court of administration body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms. Where permitted by applicable law, the Parties agree that in the place of the invalid provision, a legally binding provision shall apply which comes closest to what the Parties would have agreed if they had taken the partial invalidity into consideration.

List of Schedules

Schedule 1: Transfer Mechanism for European Data Transfers

Schedule 2: Details of the Processing

Schedule 3: Standard Contractual Clauses

Schedule 4: UK Addendum to the Standard Contractual Clauses

SCHEDULE 1 - TRANSFER MECHANISM FOR EUROPEAN DATA TRANSFERS

1. ADDITIONAL TERMS FOR SCC SERVICES

1.1.Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Schedule 1 apply to Customer which is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed "data exporters".

1.2. Transfers subject to the UK GDPR: Where the transfer of Personal Data under this DPA is subject to the UK GDPR, Schedule 4 shall also apply.

1.3.Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to JCI for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement (b) use of the Services and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. JCI shall not Process Personal Data on behalf of and in accordance with Customer's documented instructions where those instructions are in violation of applicable law.

1.4. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) JCI's Affiliates may be retained as Sub-processors; and (b) JCI and JCI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SCC Services. JCI shall make available to Customer the current list of Sub-processors in accordance with Section 5.2 of this DPA

1.5. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that JCI may engage new Sub-processors as described in Sections 5.2 and 5.3 of the DPA.

1.6.Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by JCI to Customer pursuant to Clause 9(c) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by JCI beforehand; and, that such copies will be provided by JCI, in a manner to be determined in its discretion, only upon request by Customer.

1.7.Onwards transfers: Where Clause 8.8 of the Standard Contractual Clauses applies, the Customer understands and agrees that the appropriate "Module" is Module 3 (Transfer processor to processor) of the EU Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914.

1.8. Audits and Certifications. The parties agree that the audits described in Clauses 8.9(c)-(e) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Customer may contact JCI to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse JCI for any time expended for any such on-site audit at JCI's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and JCI shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by JCI. Customer shall promptly notify JCI with information regarding any non- compliance discovered during the course of an audit.

1.9. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 of the Standard Contractual Clauses shall be provided by JCI to Customer only upon Customer's request.

1.10. Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Schedule 3, the Standard Contractual Clauses shall prevail.

SCHEDULE 2 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

JCI will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Duration of Processing

JCI will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Data subjects are determined and controlled by Customer through use of the Services, and may include various categories of Data Subjects as per the Services.

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion.

SCHEDULE 3 - STANDARD CONTRACTUAL CLAUSES

Module 2 - Controller to Processor

SECTION I

Clause 1
Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) [1] for the transfer of data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2
Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3
Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

(iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

(iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional
Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a)The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union ([2]) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses,

at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9
Use of sub-processors

The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) business days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.([1]) The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10
Data subject rights

(a)The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11
Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12
Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13
Supervision

(a) Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ([1]);

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15
Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17
Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland.

Clause 18
Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the EU Member State in which the data exporter is established.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

FOOTNOTES

[1]*Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision […].*

[2]*The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.*

[3]*This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.*

[4]*As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.*

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: ____The data exporter is the legal entity identified as Customer herein.___ _

Address: _____

Contact person's name, position and contact details: _____

_____

Activities relevant to the data transferred under these Clauses:

___*[please specify briefly your activities relevant to the transfer]*

Signature and date: _____

Role (controller):

2. …

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: _ The data importer is the legal entity identified in the Agreement as providing Services to Customer._

Address: _____

Contact person's name, position and contact details: _____

_____

Activities relevant to the data transferred under these Clauses:

_____

_____

Signature and date: _____

Role (processor):

2. …

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects are determined and controlled by the data exporter (the Customer) in its sole discretion, and may include various categories of Data Subjects as per the Services.

Categories of personal data transferred

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer may occur on a continuous or one-off basis depending on the Services performed by the data importer pursuant to the Agreement….

Nature of the processing

The data importer will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the data exporter in its use of the Services.

Purpose(s) of the data transfer and further processing

The data importer will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the data exporter in its use of the Services. …

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data importer will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As outlined in clause 5.1 of the DPA, the data exporter agrees and acknowledges that the data importer may appoint JCI affiliates or other third-parties as Sub-processors in connection with the provision of the Services. The subject matter, nature and duration of the processing carried out by the Sub-processor will depend on the nature of the Services and such details will be notified to the data exporter in accordance with Clause 5.2 of the DPA….

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data Processed by JCI as described at https://www.johnsoncontrols.com/-/media/jci/cyber-solutions/johnson-controls-security-practices-rev-c.pdf or otherwise made reasonably available by data importer.

Examples of possible measures:

- *Measures of pseudonymisation and encryption of personal data*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and service*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which personal data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*
- *Measures for certification/assurance of processes and products*
- *Measures for ensuring data minimisation*

- *Measures for ensuring data quality*
- *Measures for ensuring limited data retention*
- *Measures for ensuring accountability*
- *Measures for allowing data portability and ensuring erasure*

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

SCHEDULE 4– UK ADDENDUM TO THE STANDARD CONTRACTUAL CLAUSES

Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018
UK Addendum to the EU Commission Standard Contractual Clauses

Date of this Addendum:

1. The Clauses are dated [INSERT DATE.] This Addendum is effective from:

Choose one option and delete the other:

The same date as the EU Commission Standard Contractual Clauses, as set out in Schedule 3 to this DPA (the "**Clauses**").

BACKGROUND:

2. The Information Commissioner considers this Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organisation in reliance on Articles 46 of the UK GDPR and, with respect to data transfers from controllers to processors and/or processors to processors

INTERPRETATION OF THIS ADDENDUM

3. Where this Addendum uses terms that are defined in the Annex Clauses those terms shall have the same meaning as in the AnnexClauses. In addition, the following terms have the following meanings:

This Addendum	This Addendum to the Clauses as set out in Schedule 3 to this DPA.
The Clauses	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and as set out in Schedule 3 to this DPA.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

UK GDPR	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland

4. This Addendum shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that if fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR.

5. This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.

6. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re- enacted and/or replaced after this Addendum has been entered into.

HIERARCHY

7. In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

INCORPORATION OF THE CLAUSES

8. This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:

a. for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer; and

b. to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws.

9. The amendments required by Section 7 above, include (without limitation):

a. References to the "Clauses" means this Addendum as it incorporates the Clauses

b. Clause 6 Description of the transfer(s) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer."

c. References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by “UK Data Protection Laws” and references to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws. In particular:

d. References to Regulation (EU) 2018/1725 are removed.

e. References to the “Union”, “EU” and “EU Member State” are all replaced with the “UK”

f. Clause 13(a) and Part C of Annex II are not used; the “competent supervisory authority” is the Information Commissioner;

g. Clause 17 is replaced to state “These Clauses are governed by the laws of England and Wales”.

h. Clause 18 is replaced to state:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”

i. The footnotes to the Clauses do not form part of the Addendum.

AMENDMENTS TO THIS ADDENDUM

10. The Parties may agree to change Clause 17 and/or 18 to refer to the laws and/or courts of Scotland or Northern Ireland.

11. The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Art 46 UK GDPR for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 7 above.

EXECUTING THIS ADDENDUM

12. The Parties may enter into the Addendum (incorporating the Clauses) in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in the Clauses. This includes (but is not limited to):

a. By adding this Addendum to the Clauses and including in the following above the signatures in Annex 1A:

   "By signing we agree to be bound by the UK Addendum to the EU Commission Standard Contractual Clauses dated:" and add the date (where all transfers are under the Addendum)

   "By signing we also agree to be bound by the UK Addendum to the EU Commission Standard Contractual Clauses dated" and add the date (where there are transfers both under the Clauses and under the Addendum)

   (or words to the same effect) and executing the Clauses; or

b. By amending the Clauses in accordance with this Addendum, and executing those amended Clauses.

AGENDA ITEM DETAIL
May 12, 2026

A Resolution declaring vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property; and authorizing the disposal of said vehicles and non-motorized assets by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

SUGGESTED ACTION: Approval

ATTACHMENTS:
PW RES3 Sarah - Surplus 2026 - EXP.pdf
PW RES3 Sarah - Surplus 2026 - CB x.pdf
PW RES3 Sarah - Surplus 2026 - ATT.pdf

A Resolution declaring vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property; and authorizing the disposal of said vehicles and non-motorized assets by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

Explanation: The four (4) General Fund vehicles, eleven (11) General Fund non-vehicle assets, three (3) Utilities Fund vehicles, and two (2) Sanitation Fund vehicles as shown on Exhibit A are no longer necessary or useful to, or for the best interest of the City. Staff requests approval to declare this equipment as surplus and to authorize disposal of the equipment through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise. These vehicles are scheduled to be replaced through the budget process for fiscal year 2026.

Staff Recommendation: Approval

Fiscal Impact: Proceeds deposited into Surplus Accounts for the Vehicle Replacement, Utilities and Sanitation Funds

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

DECLARING vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property; and

AUTHORIZING the disposal of said vehicles and non-motorized assets by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

WHEREAS, that Section 2-2234 and 2-2235 of the Moline Code of Ordinances authorizes the sale of municipal property, and said sections require that the City Council authorize department heads to dispose of such property; and

WHEREAS, that this Council finds and declares that the four (4) General Fund vehicles, eleven (11) General Fund non-vehicle assets, three (3) Utilities Fund vehicles, and two (2) Sanitation Fund vehicles as shown on Exhibit A attached hereto and incorporated herein by reference be declared surplus property and no longer necessary or useful to, or for the best interest of the City; and

WHEREAS, that the City Council hereby authorizes the disposal of said property through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

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

That this Council hereby declares the vehicles and non-motorized assets as shown on Exhibit A attached hereto and incorporated herein by reference as surplus property.

BE IT FURTHER RESOLVED that the disposal of said vehicles and non-motorized assets is hereby authorized by the Assistant Director of Public Works through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

EXHIBIT A

General Fund Assets to Declare Surplus

Eq. #	Fixed Asset #	VIN	Year	Make	Model
211	9368	1FTBF2A66FEC15609	2015	FORD	F-250
167D	25	CBT3447G596	1995	CLARK BOAT CO	CB21BT
168	8499	EMD14055K304	2003	ANY UNIT	CARBIBE C14
168B	8579	BAYS-3220358	2002	HONDA	40HP OUTBOARD
540	9420	1TC1570VJGS020051	2016	John Deere	1570
541	9482	1TC1570VCGS020052	2016	John Deere	1570
543	9424	1TC1570VCGS020089	2016	John Deere	1570
362	9430	1FTYE1ZM2GKA88824	2016	FORD	TRANSIT
602	9421	1FTFW1EF5GKD82357	2016	FORD	F-150
602P	9435	16111720045769500	2017	WESTERN	PLOW
603	9422	1FTFW1EF3GKD82356	2016	FORD	F-150
603p	9434	161117200444695	2017	WESTERN	PLOW
616V	7212	99-04-8439	1999	MONROE EQUIP	MSPV1203050304
635	-	UD	2001	Crafco	Tar Kettle
UNK	1624/7864	LI487910301	2001	Metal Forms Corp	Speed Screed

Utilities Fund Assets to Declare Surplus

Eq. #	Fixed Asset #	VIN	Year	Make	Model
711	9055	1FTKR1EDXBPA06933	2011	FORD	Ranger
808	9666	1FM5K8AR0DGB84716	2013	FORD	Interceptor Uti
119	9372	1FADP3R42FL234061	2015	FORD	FOCUS ELECTRIC

Sanitation Fund Assets to Declare Surplus

Eq. #	Fixed Asset #	VIN	Year	Make	Model
663	9840	3BPDL20X6LF107495	2019	Peterbilt	520
665	9842	3BPDL20X8LF107496	2019	Peterbilt	520

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years.

SUGGESTED ACTION: Approval

ATTACHMENTS:
PW RES4 Sarah - Uniform Rental Service Agreement Renewal - EXP.pdf
PW RES4 Sarah - Uniform Rental Service Agreement Renewal - CBx.pdf
PW RES4 Sarah - Uniform Rental Service Agreement Renewal - ATT.1 (Service Agreement)pdf
PW RES4 Sarah - Uniform Rental Service Agreement Renewal - ATT2 (Preferred Vendor Contract).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years.

Explanation: The current contract providing uniform and floor mat leasing and laundering services has reached the end of the approved term. Phelps Uniform Specialists, Inc., has been providing excellent and very timely services to the City since 2018. Staff is requesting to continue utilizing their services for a period of five (5) years with no automatic renewal that will be reevaluated at the conclusion of the term.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted in Accounts 448-0846-437.06-38, 448-0846-437.06-30, and 447-0851-439.06-30.

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years.

WHEREAS, the current contract for floor mat and uniform services has expired and is due for renewal with Phelps the Uniform Specialist, Inc.; and

WHEREAS, Phelps has continued to provide excellent and very timely services; and

WHEREAS, said agreement is for a period of five (5) years with no automatic renewal and will be reevaluated at the conclusion of the term.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Rental Service Agreement with Phelps Uniform Specialists, Inc., for uniform and floor mat rental services for a period of five (5) years; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Phelps | SERVICE AGREEMENT

Customer Name: City of Moline Date: 03/12/2026

(Hereinafter referred to as "Customer")

Delivery Address: 3635 4th Ave.

City: Moline State: IL Zip: 61265

Telephone: 309-524-2384 Fax: Account #:

This Agreement is made on the date above, by and between Phelps Uniform Specialists, Inc., referred to as Company, and the Customer written above, referred to as the Customer.

1. **AGREEMENT:** Company will furnish Customer with garments and other items and services as set forth on this agreement (the "Product"). The Customer agrees to use the Company as the exclusive provider of the Product for the Customer during the term of this agreement, including renewals. Customer agrees during the term of this agreement, including renewals, to not enter into another agreement with any other provider of some or all of the Product. The Company agrees to deliver the Product in substantial conformance with industry standards for the term of this agreement. Notice of any concerns about quality of the Product that have not been addressed in the normal course of business must be sent by registered letter to the Company's General Manager. Customer acknowledges this agreement with Company supersedes any prior agreement Customer has with the Company to the extent it is for the same Product.

2. **SERVICE & PRICE:** Fee and charges for the Product are included in Addendum A. The fee for the Product will be owed regardless of whether the Customer requests to not receive the Product or the Product is not needed during the term. No credit or reduction in fee will be issued for Product not needed or used due to sick time, vacation, personal time, or for any other periods of suspension or non-use. Customer agrees to utilize the same style and color of Product for the term of the agreement and renewals unless changes are mutually agreed upon by the parties. Customer may reduce Product only due to decrease in the number of employees in the ordinary course of business; provided that, in no event may (i) the minimum weekly revenue fall below 80% of the highest 13-week average invoice for the term of this Agreement, including renewals, and (ii) any reduction shall not result in the weekly billing amount being less than $45 for weekly service $70 for EOW delivery. Prices are subject to an annual adjustment of 4% per year. Price increases will be on or about each April 1st. Non-rental or direct sale products are not price guaranteed under this agreement. Customer shall be responsible for any sales or use taxes or other governmental impositions of any kind on the amounts owed by Customer to Company under this Agreement.

3. **AGREEMENT DURATION:** The Customer acknowledges that the Company will be obligated to make a substantial investments in the Product to fulfill this agreement. The term of the agreement shall be for 60 months commencing on the date that the Company commences supply Product. This agreement will automatically renew for successive renewal terms equal to the original duration unless either part cancels this agreement at the end of the initial term, or any subsequent renewal term by giving written notice by certified letter to the other party at least 90 days prior to expiration date of the agreement.

4. **PRODUCT:** All Product is and will remain the property of the Company and will be cleaned and maintained or replaced by the Company as necessitated by normal wear. The term "normal wear" is defined as any Product remaining in useable or reusable condition having not exceeded the life expectancy for the Product. In the event any Product is lost, stolen, or rendered unusable by fire, acid, paint, neglect, or otherwise due to anything other than normal wear, the Customer will reimburse the Company for the Product at the then current replacement price. Any Product not returned to the Company at the termination of this agreement will be charged to the Customer at the then current replacement cost. Customer will not permit any person to clean, launder or repair any Product other than the Company. Unless specified in Addendum A, the Product supplied under this Agreement is for general use and is not (i) NFPA certified "FR" rated garments flame or fire resistant, (ii) resistant to hazardous chemicals, (iii) contains no special flame resistant or or hazardous chemical resistant features, and (iv) is not hi-res or high visibility, and the Product is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant merchandise is available from Company upon request. Customer warrants that none of the employees, agents or contractors for whom Product is supplied pursuant to this Agreement needs, or is required by law to have, high visibility or flame resistant clothing or clothing that is resistant to hazardous chemicals. Except as expressly provided in this agreement, the Company makes no warranty, express or implied, as to any matter whatsoever, including, without limitation, as to the fire or chemical resistance rating or reflectivity of the Product , any warranty of merchantability, quality, safety or fitness for a particular purpose. Customer is obligated to notify Company in writing if it becomes aware of any toxic or hazardous substance being introduced onto the Product or that may pose a safety, health or environmental hazard or risk, or which requires unique handling, including, but not limited to, Product contaminated or which may be contaminated with lead or other heavy metals, or blood borne pathogens. Customer agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances for which it has not previously notified the Company. Company reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances.

5. **SPECIAL MERCHANDISE:** Customer agrees to continuously rent "Special Merchandise/ Buyout items" (specified on Addendum A) for the number of months specified in this agreement. All flame resistant, hi-visibility and embroidered garments are subject to buyback if items are not in use for a 24-month period. Garment size 2XL and larger, any long body shirts, 28 inch inseam or shorter, 46" waist and larger, will be assessed a 20% increase in weekly garment rates. All non-stock or custom garments and logo mats are subject to price increase and/or buyback.

6. **USE OF PROPERTY:** Customer agrees to use only Company supplied products to fill and/or supply Company's dispensers, lockers, cabinets or carts. Customer will have 30 days to return any items billed for URI for credit, after this period no credit will be issued. In the event a new wearer terminates within 180 days of receiving their garments, a $3.50 per garment restocking fee will be assessed.

7. **INSURANCE:** Customer agrees to pay garment insurance and maintenance fees that are available to offset lost, stolen, damage, buyout, and prep/emblem charges under normal business practices. If Customer does not accept or fails to pay for said programs or insurances, Customer will be responsible for all lost, damage and other applicable charges to Product or other company merchandise. Insurance programs are not valid if customer breaches contract or cancels service at any time.

8. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** Company shall have no liability to the Customer or any third party for any loss, damage, injury or death caused by any Product or other rental or leased merchandise or use thereof for the duration of the agreement and thereafter prior to acceptance of its return by the Customer. Customer shall indemnify and hold the Company harmless from and against any and all claims, demands, liabilities, losses, damage to or loss of property or injury to or death of any person arising from the use, proper or improper, operation, storage or transportation of the Product at any time after its delivery to the Customer. Customer agrees that, to the fullest extent permitted by law, the Company's liability to the Customer or anyone claiming through the Customer, for any claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to this agreement or the Product, from any causes, including but not limited to negligence, strict liability, or breach of contract or warranty express or implied, of the Company or its officer, directors, employees or agents, shall not exceed the total amount of fees and charges paid by the Customer to the Company under this Agreement for the proceeding twelve month period. The parties waive consequential damages for claims, disputes or other matters in questions arising out of or related to this Agreement or the Products. The provisions of this section shall survive the expiration or termination of this agreement.

9. **BREACH OF AGREEMENT:** Customer shall pay the Company in the event of a breach of this agreement. Customer will pay liquidated damages in the amount equal to 75% of all the charges that would have been incurred by the Customer for the Product, including all services and items provided herein for the balance of this agreement. The amount will be calculated by using the highest 13-week average in the proceeding twelve-month period. Customer shall also pay Company's attorney fees, expenses and costs in connection with the enforcement of this agreement and collection of all amounts due. This Agreement shall be binding upon heirs, successors, assigns, and representing of the respective parties. The Customer hereby waives all claims against the Company for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other cause beyond the reasonable control of a party; provided that this provision shall not apply to the Company's obligation to make full and timely payments of any amounts due hereunder. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

10. **CONTROLLING LAW AND VENUE:** This agreement is to be governed by the laws of the State of Illinois, without regard to its conflict of laws provisions. The parties hereby accept and agree that the venue for any dispute under or relating to this Agreement shall be heard in the state or federal courts located in and for Rock Island County, Illinois and accept such venue as the sole and exclusive venue in lieu of any other location.

11. **PAYMENT TERMS:** ☐ COD ■ Charge ☐ Credit Card ■ ACH

Customer agrees to pay for all service(s) supplied. All charges should be paid within 10 days of the statement of the account. All amounts not paid within 30 days of statement of any account shall be subject to a charge of 1.5% per month on the outstanding balance. Any charge account not paid within 30 days of statement will be placed on ACH or credit card terms. In the even it becomes necessary for the Company to incur collection costs or institute suit to collect any amount due under this agreement, undersigned also agrees to pay collections fees and expenses, including reasonable attorneys' fees and court costs, plus all legal fees if incurred for collection and submits jurisdiction and venue in Muscatine County, IA. Credit Card using customers may be subject to 3% processing fee.

12. **NO INFRINGEMENT:** Customer hereby acknowledges and agrees that (a) neither Phelps Uniform Specialist, Inc. nor any one on the Company's behalf, advised, suggested, encouraged, or otherwise induced Customer to terminate its relationship with Customer current/ present industrial/supply company (b) Phelps Uniform Specialists, Inc. has informed and encouraged the Customer to carefully review its obligations under any contract with current/present supplier to make sure that Customer terminates its relationship with present/current supplier in accordance with the terms of any such agreements or contracts; and (c) Phelps Uniform Specialists, Inc. will not be liable or responsible for any claims, demands, losses and/or liabilities, relating to the termination of Customer's relationship with current/previous supplier. CUSTOMER INITIALS _____

13. **AUTHORITY:** Customer has read the foregoing in its entirety and understands all for the terms and conditions, and the person signing on behalf of the Customer warrants to Company that he/she has the authority and power to execute this Agreement on behalf of Customer. After the execution hereof, Customer is bound by all terms and conditions herein.

Signature of Authorized Phelps Representative	*Signature of Authorized Customer Representative* *Date*
Sam Collins 3/24/2026	
Signature of Authorized Phelps Vice President	*Customer Representative Printed Name*
	Sangeetha Rayapati, Mayor

Attest: _____

City Clerk

Phelps | ADDENDUM A

Customer Name: City of Moline **Date:**

Billing Address: 3635 4th ave

City: Moline **State:** Il **Zip:** 61265

Name & E-mail of Primary Contact: **Telephone:** 309 524 2384

Route: _____ **Day:** _____ **Delivery Frequency:** _____ **Payment Terms:** _____ **Install Date:** _____

Rental Item Description	Inventory	Unit Price	% to Inventory Billing	Weekly Price	Replacement Price
65/35 SP14/24 Ex	13	.19	100	2.47	22.00
Pt60 Nv Pants	13	.19	100	2.47	22.00
C993&Lu200 RNB Jeans	13	.24	100	3.12	25.00
CS412P Polo	11	.25	100	3.25	25.00
Jt50 Jackets	2	.50	100	1.00	39.00
CT10 Coveralls	1	.30	100	.30	35.00
White shop towels	500	.03	100	15.00	.35
3x4 Slate Mat	2	2.00	100	4.00	69.00
3x5 Scraper Mat	1	3.00	100	3.00	129.00
3x10 Slate Mat	1	4.00	100	4.00	150.00
4x8 black logo mat	2	5.50	100	11.00	199.00
Roll towels	14	1.80	100	34.00	25.20
CRT	7	N/C			120.00

OPTIONAL GARMENT PROGRAMS

- ☒ Total Protection Insurance
  - Industrial ..... $ 0.12 ☑ per Garment
  - FR/Special ..... $ 0.60 per Garment
- ☐ Garment Guard Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Plus:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Loss Protection Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment

All garment insurance programs can be increased and/or canceled by either party with notification. Embroidery is not covered under insurance

X _____
Customer Signature

OTHER UNIFORM PRICING

If you do not have programs the following pricing applies:

- ☐ $ 1.50 Prep charge per item
- ☐ $ 3.50 Restock Fee per item
- ☐ $ 3.50 Per company emblem
- ☐ $ 1.50 Per name emblem
- ☐ $5.50 Size Exchange Charge per Garment
- ☐ $7.50 Style Exchange Charge per Garment
- ☐ $5.75 Embroidery Charge per Garment
- ☐ Any garment over 6XL or S6 waist will be on B/O

AGREEMENT & BILLING REVIEW

- ☒ Service Charge $ 2.50 or _____ %
- ☒ 100% Inventory Billing
- ☒ Stop Min. Delivery Charge $ 45.00
- ☑ Flat good Maintenance Charge 25 ☑ %
- ☑ PGI 10 %
- ☑ 52 Week Billing
- ☐ Tax-Exempt Form
- ☐ COI Special Coverage $

EMBROIDERY INSURANCE

- ☐ Custom Embroidery Program:
  All items.....$ 0.25 per Garment
  (Must have Total Protection)

Service Notes

No Auto Renew - Redlined in #3
Change of Venue to Rock Island County, Illinois #10
Redlined changes to Add in 10 days of Statement #11
Changes Approved by Luke Phelps on 3/11/2026

CUSTOMER INITIALS _____ **COMPANY INITIALS** LP

375

Docusign Envelope ID: 69DC1581-3E58-846A-82A5-96049A75E651

Department _____

Contact _____

Phone _____

Date _____

☐ Sole Source or ☑ Preferred Vendor Justification Approval Form (Please check one)

Complete this form when: 1) only one source is available for goods or services requested or when only one product will meet your needs; or 2) a preferred vendor is being requested based on previous history of providing 800very specialized goods or services to the City. Respond to all questions that apply. Please complete and place in the S:Drive under Pending Purchase Approvals. If more space is needed, please attach additional page(s).

PURCHASE INFORMATION

1. Provide Estimated Price.
   $32,370

2. Provide name, manufacturer, and model number of item being purchased or the services to be purchased.
   Uniforms and Rugs/Floor Mats

3. Provide Description of requested items or services and their purpose(s). Add additional sheet if needed.
   Uniforms and Rugs/Floor Mats

4. Reason(s) for requesting a sole source purchase:
   - □ Original manufacturer or provider; no other local distributors exist.
   - □ Only local distributor for the original manufacturer or provider.
   - □ Only known item or service matching the requested needs or performing the intended task.
   - □ Sole provider of a licensed or patented good or service.
   - □ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
   - □ Sole provider or factory-authorized warranty service.
   - □ None of the above applies (Please attach a detailed explanation and justification for this sole source request.)

5. Explain why the product or service requested is the only one that can satisfy your requirements.(**Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this sole source/preferred vendor purchase.)**

   Phelps the Uniform Specialist has provided, laundered and replaced the required City uniforms for the Fleet Mechanics and all rugs and floors mats for City buildings since 2018. They have provided superior customer service and timely concern correction.

6. Will this purchase obligate us to a particular vendor for future purchases? Describe.
   - ☐ Yes
   - ☑ No

7. Identify other sources reviewed and why they are unacceptable. Be specific with regard to specifications. Explain why the price for this product or service is considered fair and reasonable. Attach additional pages if necessary.

   n/a

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Sole Source or Preferred Vendor Justification
Approval Form Continued

8. For preferred Vendor purchases, when was the product/service last competitively bid?

In 2018, Phelps was the lowest responsive and responsible bidder to provide the uniform and mat services. Since entering in to the first agreement, Phelps has consistently provided excellent quality uniforms, has corrected any concerns immediately, addressed uniform concerns quickly, and been incredibly responsive to questions and requests. For these reasons, staff is requesting to continue with an additional 5-year, non-automatically renewing contract.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a sole-source or proprietary purchase.

DocuSigned by:
[signature]
City Staff making request

Sarah Mark
Asst. PW Director
Print Name/Title

4/22/2026
Date

DocuSigned by:
Denver Schmitt
Department Head Signature

Denver Schmitt
Public Works Director
Print Name/Title

4/22/2026
Date

PURCHASING USE ONLY

Reviewed by: DocuSigned by: Carol Barnes — **Finance Director**

Date: 4/23/2026

Final Approval by: DocuSigned by: Bob Vitas — **City Administrator**

Date: 4/23/2026

Docusign Envelope ID: 69DC1581-3E58-846A-82A5-96049A75E651

Phelps | SERVICE AGREEMENT

Customer Name: City of Moline Date: 03/12/2026

(Hereinafter referred to as "Customer")

Delivery Address: 3635 4th Ave.

City: Moline State: IL Zip: 61265

Telephone: 309-524-2384 Fax: Account #:

This Agreement is made on the date above, by and between Phelps Uniform Specialists, Inc., referred to as Company, and the Customer written above, referred to as the Customer.

1. AGREEMENT: Company will furnish Customer with garments and other items and services as set forth on this agreement (the "Product"). The Customer agrees to use the Company as the exclusive provider of the Product for the Customer during the term of this agreement, including renewals. Customer agrees during the term of this agreement, including renewals, to not enter into another agreement with any other provider of some or all of the Product. The Company agrees to deliver the Product in substantial conformance with industry standards for the term of this agreement. Notice of any concerns about quality of the Product that have not been addressed in the normal course of business must be sent by registered letter to the Company's General Manager. Customer acknowledges this agreement with Company supersedes any prior agreement Customer has with the Company to the extent it is for the same Product.

2. SERVICE & PRICE: Fee and charges for the Product are included in Addendum A. The fee for the Product will be owed regardless of whether the Customer requests to not receive the Product or the Product is not needed during the term. No credit or reduction in fee will be issued for Product not needed or used due to sick time, vacation, personal time, or for any other periods of suspension or non-use. Customer agrees to utilize the same style and color of Product for the term of the agreement and renewals unless changes are mutually agreed upon by the parties. Customer may reduce Product only due to decrease in the number of employees in the ordinary course of business; provided that, in no event may (i) the minimum weekly revenue fall below 80% of the highest 13-week average invoice for the term of this Agreement, including renewals, and (ii) any reduction shall not result in the weekly billing amount being less than $45 for weekly service $70 for EOW delivery. Prices are subject to an annual adjustment of 4% per year. Price increases will be on or about each April 1st. Non-rental or direct sale products are not price guaranteed under this agreement. Customer shall be responsible for any sales or use taxes or other governmental impositions of any kind on the amounts owed by Customer to Company under this Agreement.

3. AGREEMENT DURATION: The Customer acknowledges that the Company will be obligated to make a substantial investments in the Product to fulfill this agreement. The term of the agreement shall be for 60 months commencing on the date that the Company commences supply Product. This agreement will automatically renew for successive renewal terms equal to the original duration unless either part cancels this agreement at the end of the initial term, or any subsequent renewal term by giving written notice by certified letter to the other party at least 90 days prior to expiration date of the agreement.

4. PRODUCT: All Product is and will remain the property of the Company and will be cleaned and maintained or replaced by the Company as necessitated by normal wear. The term "normal wear" is defined as any Product remaining in useable or reusable condition having not exceeded the life expectancy for the Product. In the event any Product is lost, stolen, or rendered unusable by fire, acid, paint, neglect, or otherwise due to anything other than normal wear, the Customer will reimburse the Company for the Product at the then current replacement price. Any Product not returned to the Company at the termination of this agreement will be charged to the Customer at the then current replacement cost. Customer will not permit any person to clean, launder or repair any Product other than the Company. Unless specified in Addendum A, the Product supplied under this Agreement is for general use and is not (i) NFPA certified "FR" rated garments flame or fire resistant, (ii) resistant to hazardous chemicals, (iii) contains no special flame resistant or or hazardous chemical resistant features, and (iv) is not hi-res or high visibility, and the Product is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant merchandise is available from Company upon request. Customer warrants that none of the employees, agents or contractors for whom Product is supplied pursuant to this Agreement needs, or is required by law to have, high visibility or flame resistant clothing or clothing that is resistant to hazardous chemicals. Except as expressly provided in this agreement, the Company makes no warranty, express or implied, as to any matter whatsoever, including, without limitation, as to the fire or chemical resistance rating or reflectivity of the Product , any warranty of merchantability, quality, safety or fitness for a particular purpose. Customer is obligated to notify Company in writing if it becomes aware of any toxic or hazardous substance being introduced onto the Product or that may pose a safety, health or environmental hazard or risk, or which requires unique handling, including, but not limited to, Product contaminated or which may be contaminated with lead or other heavy metals, or blood borne pathogens. Customer agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances for which it has not previously notified the Company. Company reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances.

5. SPECIAL MERCHANDISE: Customer agrees to continuously rent "Special Merchandise/ Buyout items" (specified on Addendum A) for the number of months specified in this agreement. All flame resistant, hi-visibility and embroidered garments are subject to buyback if items are not in use for a 24-month period. Garment size 2XL and larger, any long body shirts, 28 inch inseam or shorter, 46" waist and larger, will be assessed a 20% increase in weekly garment rates. All non-stock or custom garments and logo mats are subject to price increase and/or buyback.

6. USE OF PROPERTY: Customer agrees to use only Company supplied products to fill and/or supply Company's dispensers, lockers, cabinets or carts. Customer will have 30 days to return any items billed for URI for credit, after this period no credit will be issued. In the event a new wearer terminates within 180 days of receiving their garments, a $3.50 per garment restocking fee will be assessed.

7. INSURANCE: Customer agrees to pay garment insurance and maintenance fees that are available to offset lost, stolen, damage, buyout, and prep/emblem charges under normal business practices. If Customer does not accept or fails to pay for said programs or insurances, Customer will be responsible for all lost, damage and other applicable charges to Product or other company merchandise. Insurance programs are not valid if customer breaches contract or cancels service at any time.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY: Company shall have no liability to the Customer or any third party for any loss, damage, injury or death caused by any Product or other rental or leased merchandise or use thereof for the duration of the agreement and thereafter prior to acceptance of its return by the Customer. Customer shall indemnify and hold the Company harmless from and against any and all claims, demands, liabilities, losses, damage to or loss of property or injury to or death of any person arising from the use, proper or improper, operation, storage or transportation of the Product at any time after its delivery to the Customer. Customer agrees that, to the fullest extent permitted by law, the Company's liability to the Customer or anyone claiming through the Customer, for any claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to this agreement or the Product, from any causes, including but not limited to negligence, strict liability, or breach of contract or warranty express or implied, of the Company or its officer, directors, employees or agents, shall not exceed the total amount of fees and charges paid by the Customer to the Company under this Agreement for the proceeding twelve month period. The parties waive consequential damages for claims, disputes or other matters in questions arising out of or related to this Agreement or the Products. The provisions of this section shall survive the expiration or termination of this agreement.

9. BREACH OF AGREEMENT: Customer shall pay the Company in the event of a breach of this agreement. Customer will pay liquidated damages in the amount equal to 75% of all the charges that would have been incurred by the Customer for the Product, including all services and items provided herein for the balance of this agreement. The amount will be calculated by using the highest 13-week average in the proceeding twelve-month period. Customer shall also pay Company's attorney fees, expenses and costs in connection with the enforcement of this agreement and collection of all amounts due. This Agreement shall be binding upon heirs, successors, assigns, and representing of the respective parties. The Customer hereby waives all claims against the Company for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other cause beyond the reasonable control of a party; provided that this provision shall not apply to the Company's obligation to make full and timely payments of any amounts due hereunder. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

10. CONTROLLING LAW AND VENUE: This agreement is to be governed by the laws of the State of Illinois, without regard to its conflict of laws provisions. The parties hereby accept and agree that the venue for any dispute under or relating to this Agreement shall be heard in the state or federal courts located in and for Rock Island County, Illinois and accept such venue as the sole and exclusive venue in lieu of any other location.

11. PAYMENT TERMS: ☐ COD ■ Charge ☐ Credit Card ■ ACH

Customer agrees to pay for all service(s) supplied. All charges should be paid within 10 days of the statement of the account. All amounts not paid within 30 days of statement of any account shall be subject to a charge of 1.5% per month on the outstanding balance. Any charge account not paid within 30 days of statement will be placed on ACH or credit card terms. In the even it becomes necessary for the Company to incur collection costs or institute suit to collect any amount due under this agreement, undersigned also agrees to pay collections fees and expenses, including reasonable attorneys' fees and court costs, plus all legal fees if incurred for collection and submits jurisdiction and venue in Muscatine County, IA. Credit Card using customers may be subject to 3% processing fee.

12. NO INFRINGEMENT: Customer hereby acknowledges and agrees that (a) neither Phelps Uniform Specialist, Inc. nor any one on the Company's behalf, advised, suggested, encouraged, or otherwise induced Customer to terminate its relationship with Customer current/ present industrial/supply company (b) Phelps Uniform Specialists, Inc. has informed and encouraged the Customer to carefully review its obligations under any contract with current/present supplier to make sure that Customer terminates its relationship with present/current supplier in accordance with the terms of any such agreements or contracts; and (c) Phelps Uniform Specialists, Inc. will not be liable or responsible for any claims, demands, losses and/or liabilities, relating to the termination of Customer's relationship with current/previous supplier. CUSTOMER INITIALS _____

13. AUTHORITY: Customer has read the foregoing in its entirety and understands all for the terms and conditions, and the person signing on behalf of the Customer warrants to Company that he/she has the authority and power to execute this Agreement on behalf of Customer. After the execution hereof, Customer is bound by all terms and conditions herein.

Signature of Authorized Phelps Representative	*Signature of Authorized Customer Representative* *Date*
Sam Collins 3/24/2026	
Signature of Authorized Phelps Vice President	*Customer Representative Printed Name*
	Sangeetha Rayapati, Mayor

Attest: _____

City Clerk

Docusign Envelope ID: 69DC1581-3E58-846A-82A5-96049A75E651

Phelps | ADDENDUM A

Customer Name: City of Moline **Date:**

Billing Address: 3635 4th ave

City: Moline **State:** Il **Zip:** 61265

Name & E-mail of Primary Contact: **Telephone:** 309 524 2384

Route: _____ **Day:** _____ **Delivery Frequency:** _____ **Payment Terms:** _____ **Install Date:** _____

Rental Item Description	Inventory	Unit Price	% to Inventory Billing	Weekly Price	Replacement Price
65/35 SP14/24 Ex	13	.19	100	2.47	22.00
Pt60 Nv Pants	13	.19	100	2.47	22.00
C993&Lu200 RNB Jeans	13	.24	100	3.12	25.00
CS412P Polo	11	.25	100	3.25	25.00
Jt50 Jackets	2	.50	100	1.00	39.00
CT10 Coveralls	1	.30	100	.30	35.00
White shop towels	500	.03	100	15.00	.35
3x4 Slate Mat	2	2.00	100	4.00	69.00
3x5 Scraper Mat	1	3.00	100	3.00	129.00
3x10 Slate Mat	1	4.00	100	4.00	150.00
4x8 black logo mat	2	5.50	100	11.00	199.00
Roll towels	14	1.80	100	34.00	25.20
CRT	7	N/C			120.00

OPTIONAL GARMENT PROGRAMS

- ☒ Total Protection Insurance
  - Industrial ..... $ 0.12 ☑ per Garment
  - FR/Special ..... $ 0.60 per Garment
- ☐ Garment Guard Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Plus:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Loss Protection Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment

All garment insurance programs can be increased and/or canceled by either party with notification. Embroidery is not covered under insurance

X _____
Customer Signature

OTHER UNIFORM PRICING

If you do not have programs the following pricing applies:

- ☐ $ 1.50 Prep charge per item
- ☐ $ 3.50 Restock Fee per item
- ☐ $ 3.50 Per company emblem
- ☐ $ 1.50 Per name emblem
- ☐ $5.50 Size Exchange Charge per Garment
- ☐ $7.50 Style Exchange Charge per Garment
- ☐ $5.75 Embroidery Charge per Garment
- ☐ Any garment over 6XL or S6 waist will be on B/O

AGREEMENT & BILLING REVIEW

- ☒ Service Charge $ 2.50 or _____ %
- ☒ 100% Inventory Billing
- ☒ Stop Min. Delivery Charge $ 45.00
- ☑ Flat good Maintenance Charge 25 ☑ %
- ☑ PGI 10 %
- ☑ 52 Week Billing
- ☐ Tax-Exempt Form
- ☐ COI Special Coverage $

EMBROIDERY INSURANCE

- ☐ Custom Embroidery Program:
  All items.....$ 0.25 per Garment
  (Must have Total Protection)

Service Notes

No Auto Renew - Redlined in #3
Change of Venue to Rock Island County, Illinois #10
Redlined changes to Add in 10 days of Statement #11
Changes Approved by Luke Phelps on 3/11/2026

CUSTOMER INITIALS _____ **COMPANY INITIALS** LP

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG RES1 Hollan-Laura - Project 1515 2026 Intersection Reconstructions - EXP.pdf
ENG RES1 Hollan-Laura - Project 1515 2026 Intersection Reconstructions - CB x.pdf
ENG RES1 Hollan-Laura - Project 1515 2026 Intersection Reconstructions - ATT1.pdf
ENG RES1 Hollan-Laura - Project 1515 2026 Intersection Reconstructions - ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50.

Explanation: Bids were opened and publicly read on April 14, 2026, for Project #1515, 2026 Intersection Reconstructions, with the following results:

$492,963.50	Walter D. Laud, Inc.
$517,153.96	Centennial Contractors of the Quad Cities, Inc.
$599,998.19	Langman Construction, Inc
	Apollo Excavating Inc. (INCOMPLETE BID)

Walter D. Laud, Inc., submitted the lowest and most responsible and responsive bid.

Project work includes the removal and replacement of concrete pavement at the intersections of 10th Street & 11th Avenue; and 12th Street & 12th Avenue. This project also includes sidewalk replacement, driveway replacement, storm sewer installation, and replacement of the one lead water service line that is within project limits.

Construction will take place this summer. The Contractor will stage construction so that one intersection is complete before work on the other can begin.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below. The remainder of stormwater costs will be paid from the Stormwater Utility Reserve fund.

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
CIP	$450,000	$287,393.54	510-9957-438.08-98
CIP Utility Tax	$200,000	$127,730.46	510-9965-438.08-98
Water Funds	$35,000	$8,700	310-1716-434.08-98
WPC Funds	$35,000	$1,500	320-1840-433.08-98
Stormwater Funds	$65,000	$67,639.50	330-1971-433.08-98
TOTAL	$785,000	$492,963.50	

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50.

WHEREAS, bids were solicited and publicly read on April 14, 2026; and

WHEREAS, Walter D. Laud, Inc., submitted the lowest and most responsible and responsive bid; and

WHEREAS, this project work includes the removal and replacement of concrete pavement at the intersections of 10th Street & 11th Avenue; and 12th Street & 12th Avenue; and

WHEREAS, this project also includes sidewalk replacement, driveway replacement, storm sewer installation, and replacement of one lead water service line; and

WHEREAS, $450,000 is budgeted in CIP Account 510-9957-438.08-98; $200,000 is budgeted in CIP Account 510-9965-438.08-98; $35,000 is budgeted in Water Account 310-1716-434.08-98; $35,000 is budgeted in WPC Account 320-1840-433.08-98; and $65,000 is budgeted in Stormwater Account 330-1971-433.08-98.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a contract with Walter D. Laud, Inc., for Project #1515, 2026 Intersection Reconstructions, for the amount of $492,963.50; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Docusign Envelope ID: DFB7CE42-0659-40EF-A297-E8B4DCBC56F3

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FOUR HUNDRED NINETY-TWO THOUSAND, NINE HUNDRED SIXTY-THREE, AND 50/100 ($492,963.50) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1515, 2026 INTERSECTION RECONSTRUCTIONS** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

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contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

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

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

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It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FOUR HUNDRED NINETY-TWO THOUSAND, NINE HUNDRED SIXTY-THREE, AND 50/100 ($492,963.50) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

Walter D. Laud, Inc.

By: Signed by: Scott Laud CA75340F8BC840D...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

Mayor

Attest: _____

City Clerk

Date: _____

BOND NO. 54271573

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT Walter D. Laud, Inc. as Principal, and United Fire & Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of Four Hundred Ninety-Two Thousand, Nine Hundred Sixty-Three and 50/100 Dollars, ($492,963.50) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the ___day of _____, 2026, enter into a contract with the City of Moline, Illinois for:

PROJECT #1515, 2026 INTERSECTION RECONSTRUCTIONS

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____day of _____, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Walter D. Laud, Inc.

Scott C. Laud, President

United Fire & Casualty Company

Stacy A. Banfield, Attorney-In-Fact

ufg INSURANCE

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

LAURA A. FOUST, BRIAN C. MATLOCK, MICHAEL F. WERNSMAN, JOYCE L. BRIGGS, STACY A. BANFIELD, SETH W. DOUP, AARON E. MATLOCK, MEREDITH MORROW, ADAM KERNS, AMY C. SHEEDER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of August, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street; Suite 4B Davenport IA 52801	**CONTACT NAME:** Laura Foust, CPCU, AAI **PHONE (A/C, No, Ext):** 563 823 6734 **FAX (A/C, No):** 866-873-6117 **E-MAIL ADDRESS:** laura.foust@hubinternational.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : United Fire & Casualty Company — 13021
INSURED WALTDLA-01 Walter D. Laud, Inc. Etal. P.O. Box 88 East Moline IL 61244	**INSURER B :** Consolidated Insurance Company — 22640
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 115912440 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		10064101839	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			10070193381	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			10104939157	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC00209900025	12/31/2025	12/31/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Equipment			10198339328	12/31/2025	12/31/2026	Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #1515 2026 Intersection Reconstructions
The City of Moline, and its employees, acting within the scope of their duties, are additional insureds if required in a written contract subject to policy forms, terms, conditions, and exclusions. No Cancellation before expiration date of the policies listed herein above shall be effective unless the holder of this certificate has received at least ten (10) days prior written notification of said cancellation.

CERTIFICATE HOLDER

City of Moline
3635 4th Avenue
Moline IL 61265-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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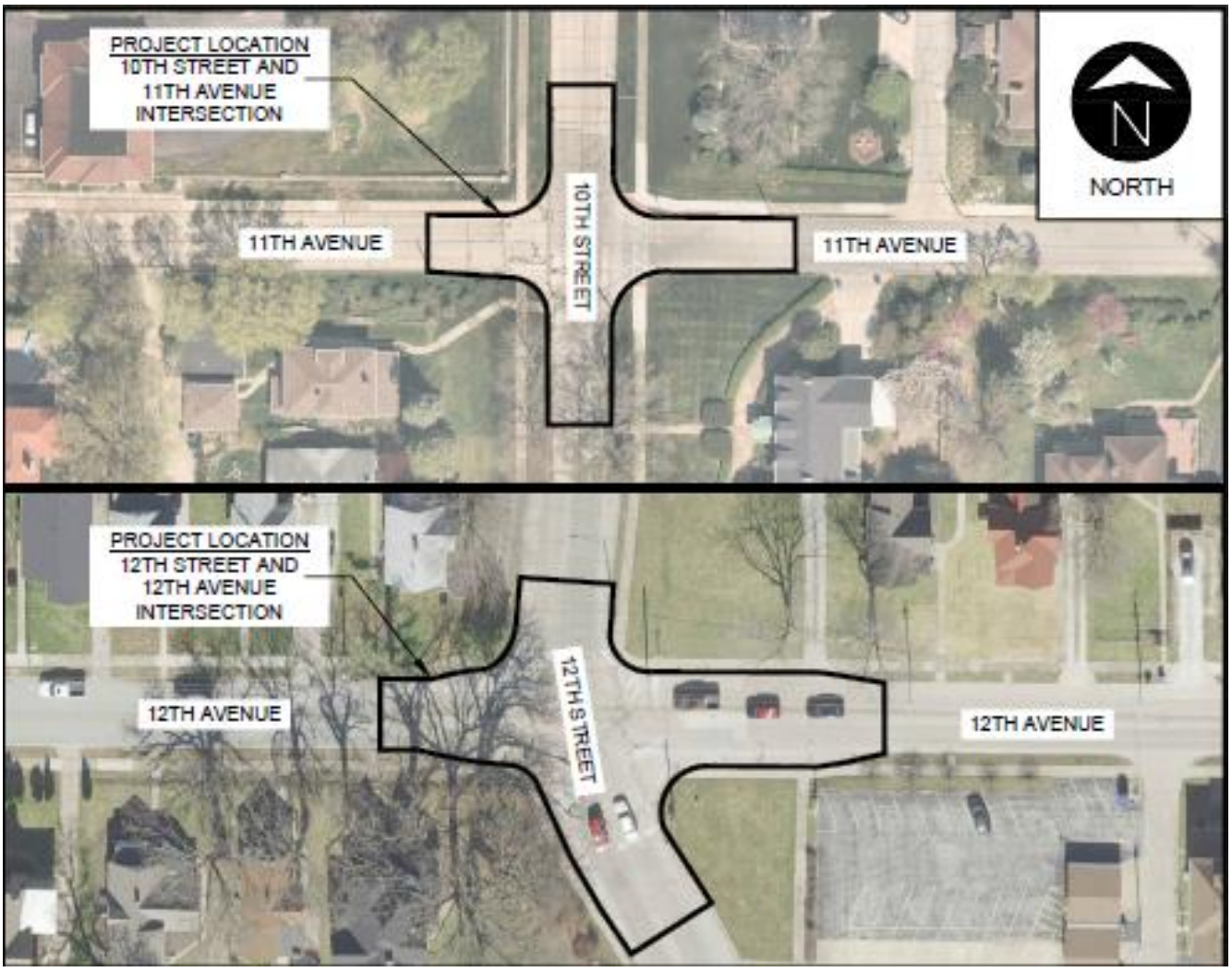
Bid Tab

City of Moline Project 1515 - 2026 Intersection Reconstructions Project

Bid Opening Date: Tuesday, April 14th, 2026 at 11:00 AM

				Apollo Excavating Inc. (INCOMPLETE BID)		Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.		Langman Construction, Inc	
				Total Price	$436,780.30	Total Price	$492,963.50	Total Price	$517,153.96	Total Price	$599,998.19
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	SUBBASE REPAIR	60	TON	$40.00	$2,400.00	$30.00	$1,800.00	$40.00	$2,400.00	$20.00	$1,200.00
2	EARTH EXCAVATION	116.1	CU YD	$40.00	$4,644.00	$38.50	$4,469.85	$40.00	$4,644.00	$48.25	$5,601.83
3	SODDING SPECIAL COMPLETE	1	L.SUM	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$8,500.00	$8,500.00	$5,000.00	$5,000.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	2348	SQ YD	$2.00	$4,695.00	$1.70	$3,990.75	$1.25	$2,934.38	$1.00	$2,347.50
5	AGGREGATE BASE COURSE TYPE B, 6"	2348	SQ YD	$17.00	$39,907.50	$12.00	$28,170.00	$10.00	$23,475.00	$18.75	$44,015.63
6	PCC PAVEMENT W/INTEGRAL CURB, 8"	2222	SQ YD	$90.00	$199,962.00	$110.00	$244,398.00	$110.00	$244,398.00	$110.00	$244,398.00
7	PAVEMENT REMOVAL	2396	SQ YD	$12.50	$29,953.75	$19.00	$45,529.70	$15.50	$37,142.65	$19.50	$46,727.85
8	PCC DRIVEWAY PAVEMENT	16.2	SQ YD	$100.00	$1,620.00	$120.00	$1,944.00	$90.00	$1,458.00	$135.00	$2,187.00
9	DRIVEWAY PAVEMENT REMOVAL	14.4	SQ YD	$12.50	$180.00	$16.00	$230.40	$15.50	$223.20	$41.00	$590.40
10	PCC SIDEWALK, 4"	1868	SQ FT	$10.00	$18,682.00	$8.00	$14,945.60	$11.00	$20,550.20	$10.00	$18,682.00
11	PCC SIDEWALK RAMP, 6"	1093	SQ FT	$10.50	$11,471.25	$21.00	$22,942.50	$15.00	$16,387.50	$11.00	$12,017.50
12	CONCRETE MEDIAN SURFACE, 8"	56.5	SQ FT	$16.00	$904.00	$20.00	$1,130.00	$25.00	$1,412.50	$15.00	$847.50
13	CONCRETE MEDIAN, TYPE SB-6.06	106.5	SQ FT	$70.00	$7,455.00	$40.00	$4,260.00	$25.00	$2,662.50	$30.00	$3,195.00
14	DETECTABLE WARNINGS	164.8	SQ FT	$50.00	$8,240.00	$70.00	$11,536.00	$50.00	$8,240.00	$80.00	$13,184.00
15	SIDEWALK REMOVAL	2468	SQ FT	$1.00	$2,468.10	$2.00	$4,936.20	$1.50	$3,702.15	$2.90	$7,157.49
16	CONCRETE STEPS	10	SQ FT	$194.00	$1,940.00	$100.00	$1,000.00	$300.00	$3,000.00	$100.00	$1,000.00
17	PIPE HANDRAIL (SPECIAL)	4	FOOT	$200.00	$800.00	$200.00	$800.00	$250.00	$1,000.00	$700.00	$2,800.00
18	RETAINING WALL REMOVAL	57	FOOT	$10.00	$570.00	$10.00	$570.00	$44.00	$2,508.00	$15.00	$855.00
19	SEGMENTAL BLOCK RETAINING WALL	209	SQ FT	$38.00	$7,942.00	$44.00	$9,196.00	$102.50	$21,422.50	$85.00	$17,765.00
20	REMOVE INLET SINGLE	5	EACH	$300.00	$1,500.00	$700.00	$3,500.00	$1,000.00	$5,000.00	$1,000.00	$5,000.00
21	INLET SINGLE	3	EACH	$3,500.00	$10,500.00	$3,500.00	$10,500.00	$3,500.00	$10,500.00	$6,000.00	$18,000.00
22	INLET DOUBLE	2	EACH	$4,750.00	$9,500.00	$4,900.00	$9,800.00	$5,500.00	$11,000.00	$8,000.00	$16,000.00
23	FRAME AND LID ADJUST	7	EACH	$750.00	$5,250.00	$750.00	$5,250.00	$1,250.00	$8,750.00	$1,000.00	$7,000.00
24	INLET TO BE ADJUSTED WITH NEW FRAME & GRATE	8	EACH	$1,450.00	$11,600.00	$1,250.00	$10,000.00	$1,750.00	$14,000.00	$1,800.00	$14,400.00
25	REMOVE STORM MANHOLE	1	EACH	$500.00	$500.00	$800.00	$800.00	$1,250.00	$1,250.00	$500.00	$500.00
26	STORM MANHOLE, TYPE A, 5' DIAMETER W/TYPE 1 FRAME & CLOSED LID	1	EACH	$4,300.00	$4,300.00	$5,500.00	$5,500.00	$8,000.00	$8,000.00	$7,000.00	$7,000.00
27	STORM SEWER REMOVAL, 12"	204.5	FOOT	$10.00	$2,045.00	$1.00	$204.50	$20.00	$4,090.00	$8.00	$1,636.00
28	STORM SEWER, 12" (WATER MAIN QUALITY)	204.5	FOOT	$102.00	$20,859.00	$130.00	$26,585.00	$100.00	$20,450.00	$125.00	$25,562.50
29	LEAD WATER SERVICE LINE REPLACEMENT (SPECIAL)	1	EACH	$8,500.00	$8,500.00	$5,700.00	$5,700.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
30	PAINT PAVEMENT MARKING, 4"	228	FOOT	$5.00	$1,140.00	$1.00	$228.00	$4.50	$1,026.00	$3.00	$684.00
31	PAINT PAVEMENT MARKING, 24"	409.4	FOOT	$5.50	$2,251.70	$5.00	$2,047.00	$7.70	$3,152.38	$10.00	$4,094.00
32	TRAFFIC CONTROL	1	L.SUM	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$18,875.00	$18,875.00	$65,550.00	$65,550.00


PROJECT LOCATION
10TH STREET AND
11TH AVENUE
INTERSECTION
N
NORTH
11TH AVENUE
10TH STREET
11TH AVENUE
PROJECT LOCATION
12TH STREET AND
12TH AVENUE
INTERSECTION
12TH AVENUE
12TH STREET
12TH AVENUE

AGENDA ITEM DETAIL
May 12, 2026

A Resolution accepting a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300; and authorizing the Director of Engineering to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG RES2 Hollan-Laura - Project 1531 Avenue of the Cities Signal Upgrades - EXP.pdf
ENG RES2 Hollan-Laura - Project 1531 Avenue of the Cities Signal Upgrades - CB x.pdf
ENG RES2 Hollan-Laura - Project 1531 Avenue of the Cities Signal Upgrades - ATT1 (QUOTES).pdf
ENG RES2 Hollan-Laura - Project 1531 Avenue of the Cities Signal Upgrades - ATT2 (MAP).pdf

A Resolution accepting a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300; and authorizing the Director of Engineering to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project.

Explanation: This quote from Tri-City Electric Co., is for Installation Services of Traffic Signal Upgrades at the intersection of 48th Street and Avenue of the Cities. Tri-City Electric Co. proposes to provide labor and equipment for $69,700, and materials for $59,600, for the total amount of $129,300.

The Contractor will install new traffic signal mast arms for northbound and southbound traffic, install flashing yellow left turn signals, install Accessible Push Buttons (APS) for pedestrian traffic, replace existing signal heads, and install new electrical wiring and service.

There are two (2) Quad City based contractors who are qualified to perform this work. The Director of Engineering received the following quotes:

$129,300	Tri-City Electric Co.
$133,840	Davenport Electric Contract Company

Staff Recommendation: Approval
Fiscal Impact: Funds are as detailed below:

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
CIP	$150,000	$129,300	510-9957-438.08-98

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

ACCEPTING a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300; and

AUTHORIZING the Director of Engineering to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project.

WHEREAS, this quote from Tri-City Electric Co., is for Installation Services of Traffic Signal Upgrades at the intersection of 48th Street and Avenue of the Cities; and

WHEREAS, this project work includes installation of new traffic signal mast arms for northbound and southbound traffic, installation of flashing yellow left turn signals, installation of Accessible Push Buttons (APS) for pedestrian traffic, replacement of signal heads, and installation of new electrical wiring and service; and

WHEREAS, Tri-City Electric Co. proposes to provide labor and equipment for $69,700, and materials for $59,600, for a total amount of $129,300;

WHEREAS, $150,000 is budgeted in CIP Account 510-9957-438.08-98.

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

That this Council hereby accepts a quote from Tri-City Electric Co. for Project #1531, Avenue of the Cities Signal Upgrades to provide labor and equipment for $69,700 and materials for $59,600, for the total amount of $129,300.

BE IT FURTHER RESOLVED that the Director of Engineering is hereby authorized to provide notice of acceptance of the quote and do any and all things necessary in order to complete this project; provided, however, that said quote is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

4-7-26

Josh Whiting
Traffic Operations Coordinator
City of Moline Engineering
3635 4th Avenue
Moline, IL 61265

RE: City of Moline Avenue of the Cities & 48th street Traffic Signal Improvements 4-7-26 Installation
Estimate Number:35002

Josh,

Tri-City Electric Co. is pleased to provide the following scope of work having reviewed the bid documents.

BASE BID

- We have included providing all labor and equipment required to install the following bid items meeting the requirements listed for the project.

	Avenue of the Cities & 48th Street Signal Improvments Moline IL,	Estimator: Kyle Lake Email: Klake@tricityelectic.com Direct Line (563) 823-1685			
BID ITEM #	**Item Desctiption**	**Unit**	**Project Quantity**	**Unit Price**	**Extended Cost**
	LUMP SUM (including all items & Descriptions Below	**LS**	**1**	**$ 69,700.00**	**$ 69,700.00**
1	Traffic Control	LS	1		
2	Sidewalk Removals	LS	1		
3	Turn on Assistance for FYA Modification & APS Programing	LS	1		
4	Electical Service Complete	EA	1		
5	2" PVC Trenched for Service Conductors	LF	120		
6	3" PVC Treanched for Mast arms	LF	30		
7	1 1/4 PVC Trenched for Ped Post	LF	23		
8	#3 XLP-USE-2 100A BLK/RED/WHT for Service Feeders	LF	145		
9	#8 XLP-USE-2 50A BLK/WHT/GRN #10 XLP 20A Red Luminare Circuit	LF	35		
10	R/R with New MAM 4 Section TS w/retro-reflective backplates	EA	2		
11	Install New BM 4 Section TS	EA	2		
12	R/R with New MAM 3 Section TS w/retro-reflective backplates	EA	8		
13	Install New BM PED SH w/CDT & ECV's	EA	8		
14	Install Polora APS Push Button w/special Message	EA	8		
15	10' Frey PB Post	EA	1		
16	Adjust Cast in place hand Hole	EA	1		
17	Remove WB Advanced Sensys Foundation & Pole Backfill w/dirt	EA	1		
18	Remove TS Post,Concrete Foundation, & TS equipment	EA	2		
19	Relocate Existing Next Camera	EA	2		
20	New Type E Concrete Foundation 36" DIA x 15' Deep	EA	1		
21	New Type E Concrete Foundation 30" DIA x 13'6' Deep	EA	1		
22	Install New Combination TS & Lighitng MA 50'	EA	1		
23	Install Used Combination TS & Lighitng MA 34'	EA	1		
24	Install City Provide Luminare	EA	1		
25	Provide & Install Tennon Mount Roadway Luminaire	EA	1		
26	New Concrete PED foundation 12" DIA x 4' Deep	EA	1		
27	#10 XLP Red/White For Luminares	LF	551		
28	IMSA 14-3	LF	1150		
29	IMSA 14-5	LF	2252		
30	IMSA 14-7	LF	551		
31	#8 XLP-USE-2 Green Ground	LF	606		
32	LTYOFYA Signs (Provide & Install)	EA	2		
33	Street Marker Signs (install only)	EA	4		
34	Conduit Bore Tie in If Required	EA	1		
			Total		**$ 69,700.00**

- We assume that final grading and seeding is provided by others. We have not included final grading or seeding. We will have open cut trenches and excavations in the ROW to accomplish our work.
- We will back fill excavations with native spoils or import clean back fill materials as required.
- We assume any trench compaction testing required for our trenching work will be provided by others.
- In some locations, we will need to install conduits under new sidewalks prior to the installation of the new sidewalks and expect that we will be allowed adequate time to accomplish our underground work prior to the installation of the new sidewalks.

Scope of Work Clarifications

- **Cabinet TC # 22112**
  - City will fill out INS Push button form for custom APS messages
  - All wire lengths for signal heads, pushbuttons, cameras and luminaires are excluding the lengths in poles and mast arms. Those lengths shall be included in pay items. All wiring in mast arms and poles shall be replaced.

- **Full Intersection**
  - Provide technical support and turn on assistance from Mobotrex for Flashing Yellow Arrow upgrade and APS programming.
  - Provide red line as built mark ups to existing Traffic Signal prints for new signal operation. We have not included producing new drawings or any engineering work.
  - Any necessary sidewalk removals shall be completed by electrical contractor as a lump sum.
  - Provide all necessary push button extensions to meet ADA requirements, please field check with city staff to determine proper lengths.
  - All signal heads will be eagle signals mounted with sky bracket mounting hardware and poly arms for bracket mounted.
  - Install #8 XLP ground with green color throughout entire intersection.
  - All old loop lead in cables shall be removed from conduit system to help with conduit fill.
  - If existing conduits cannot pass new cables, the city will take care of new conduit bores to be installed. Tie into hand holes would be provided by contractor if needed.
  - All cables will be replaced with IMSA 19-1 solid conductors.
  - Signals can be in flash from 08:00 — 15:00, every attempt should be made to have signals

- **Northwest**
  - New electrical service installed, city to provide meter pedestal. Coordinate with Mid-American energy for new location. Contractor to provide labor and any other materials to complete this project. 120/240-volt single phase 100 amp. Distance of service entrance conductors is 145. The riser up the pole is included.

- Remove 3 section head for NB from existing traffic signal post once new NB Mast arm mounted signals are installed.
- Provide and install two new pedestrian signals with egg create visors and countdown timers on existing traffic signal post. Wire length 42'
- Provide and install two new APS pushbuttons with special message on existing traffic signal post. Wire lengths are 42'
- Provide and install 1 new mast arm mounted 4 section head for WBLT for new flashing yellow arrow modification.
- Provide and install 2 new mast arm mounted 3 section heads with balls for the WB signal heads.
- Provide and install new IMSA traffic signal cables for the two WB signals heads, new 4 section head and new #10 copper wiring with for luminaire.
- Provide material and install new R10-12a 36"x30" "Left Turn Yield on Flashing Yellow Arrow" sign
- Remove NB camera
- Provide mounting hardware and install city provided street marker 18" x 5'

- **Northeast**
  - Provide and install all material for new concrete mast arm foundation for used 4 bolt mast arm. Contractor to supply anchor bolts, cage, concrete and conduit fittings for 3" sweep. Standards will be old ASHTO
  - Remove existing traffic signal post with 2- 3 section heads and concrete foundation.
  - Install temporary signal post for NB and EBLT signal heads between curb and sidewalk. Pallet mounted is acceptable.
  - Adjust concrete Hand hole to current grade.
  - Remove old Sensys foundation and post for advanced sensors. City to retain pole. Back fill hole with dirt.
  - Install 3" conduit from HH to new mast arm foundation 23'. Include all necessary fittings
  - Install used 34' mast arm and combination upright from city yard. Provide and install 250-watt LED equivalent tenon mount fixture on upright.
  - Provide and install 2- 3 section mast arm mounted signals for NB movement, provide and install 1- bracket mounted 4 section head for EBLT.
  - Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers.
  - Provide and install 2 APS pushbuttons with special message.
  - Provide material to relocate the existing NB Video Detection Camera from NW corner to a mast arm mount centered between both NB lanes on 120" tube #10 ground from base to bond camera.
  - Provide mounting hardware and install city provided street marker 18" x 5'

- **Southwest**
  - Remove existing traffic signal post and both signal heads once new signal heads are mounted on new mast arms.
  - Provide and install all material for new concrete foundation for new mast arm, anchor bolts are provided by city. Contractor provides cage, concrete and conduit fitting for 3" sweep.

- Unload when shipped to city yard and install new combination mast arm with 50' arm. Mast arm will be purchased by the city.
- Provide and install 2-mast arm mounted 3 section heads with ball's.
- Provide and install 1- bracket mounted 4 section head for WBLT flashing yellow arrow
- Install City provided luminaire.
- Provide and install 12" push button foundation 4' deep
- Provide and install Frey push button assembly with 10' post
- Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on Frey post.
- Provide and install 2 APS pushbuttons with special message on Frey post.
- Provide material to relocate existing SB video detection camera from SE corner to a mast arm mount centered between both NB lanes on 120" tube. Cable can be reused and pulled back from SE corner. Provide #10 ground from camera to base for bonding.
- Provide mounting hardware and install city provided street marker 18" x 5'

- **Southeast**
  - Remove 3 section heads for SB once new SB signals on mast arm have been installed.
  - Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on existing traffic signal post.
  - Provide and install 2 APS pushbuttons with special message on existing traffic signal post.
  - Provide and install 2- mast arm mounted 3 section signal heads with balls for EB.
  - Provide and install 1- mast arm mounted 4 section signal head for flashing yellow arrow EBLT.
  - Provide material and install new R10-12a 36"x30" "Left Turn Yield on Flashing Yellow Arrow" sign
  - Provide mounting hardware and install city provided street marker 18" x 5'

Safety

- Tri-City Electric has developed our own safety plan and manual which meets or exceeds OSHA requirements. Our current EMR is .67. All our onsite staff are required to perform weekly safety talks and a daily Job Safety Analysis. We have not included any other job safety talks or stretch and bend meetings.

General Notes

- Tri-City Electric will participate in a pre-construction meeting to help create an up-to-date detailed construction schedule.
- We have included all our own excavation and backfill. We have included hauling trench spoils on site. We have included excavation backfill with the native trench material and have not included imported materials unless stated elsewhere in the scope letter. We will compact all trenches and assume we will be installing our underground electrical infrastructure in subgrade before finish grade is established. We have not included third party compaction testing.
- We have not included dedicated personnel to pick up trash on site, but we will pick up our own trash and keep our areas clean.

- Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday.
- All electrical equipment provided by Tri-City Electric will be started by a Tri City Electric representative and a written report will be provided.
- We have not included a full-time on-site safety director, our superintendents and foreman act as safety on site with one of our office safety directors performing bi-weekly site visits. Our current EMR is .48.
- All temporary lighting system materials provided by Tri City Electric for this project are and shall remain the sole property of Tri City Electric at the conclusion of the project.
- We have not included a performance and payment bond.
- Electrical permit has been included.
- Tax on materials **has not been included** in the quotation.

This proposal excludes any Allowances or Contingencies.

LUMP SUM PRICE $69,700.00

This quote **does not** include any applicable taxes.

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Kyle Lake
Estimator
Electrical Construction
Ph.563.823.1685
E-mail: klake@tricityelectric.com

Notes

Due to the increasing rise in copper, aluminum, steel, and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis. Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase

Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract.

Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date. Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Please note: As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

Excavation Notes
Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not include remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

Non-Solicitation of Employees
By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

Force Majeure
If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

Other Terms
TCE is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified ConsensusDOC 751, Short Form

Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

4-7-26

Josh Whiting
Traffic Operations Coordinator
City of Moline Engineering
3635 4th Avenue
Moline, IL 61265

RE: City of Moline Avenue of the Cities & 48th street Traffic Signal Improvements 4-7-26 Material Procurement
Estimate Number:35002

Josh,

Tri-City Electric Co. is pleased to provide the following scope of work having reviewed the bid documents.

BASE BID

- We have included providing all materials required to complete the following bid items meeting the requirements listed for the project.

	Avenue of the Cities & 48th Street Signal Improvments Moline IL,	Estimator: Kyle Lake Email: Klake@tricityelectic.com Direct Line (563) 823-1685			
BID ITEM #	**Item Desctiption**	**Unit**	**Project Quantity**	**Unit Price**	**Extended Cost**
	LUMP SUM (including all items & Descriptions Below	**LS**	**1**	**$ 59,600.00**	**$ 59,600.00**
1	Traffic Control	LS	1		
2	Sidewalk Removals	LS	1		
3	Turn on Assistance for FYA Modification & APS Programing	LS	1		
4	Electical Service Complete	EA	1		
5	2" PVC Trenched for Service Conductors	LF	120		
6	3" PVC Treanched for Mast arms	LF	30		
7	1 1/4 PVC Trenched for Ped Post	LF	23		
8	#3 XLP-USE-2 100A BLK/RED/WHT for Service Feeders	LF	145		
9	#8 XLP-USE-2 50A BLK/WHT/GRN #10 XLP 20A Red Luminare Circuit	LF	35		
10	R/R with New MAM 4 Section TS w/retro-reflective backplates	EA	2		
11	Install New BM 4 Section TS	EA	2		
12	R/R with New MAM 3 Section TS w/retro-reflective backplates	EA	8		
13	Install New BM PED SH w/CDT & ECV's	EA	8		
14	Install Polora APS Push Button w/special Message	EA	8		
15	10' Frey PB Post	EA	1		
16	Adjust Cast in place hand Hole	EA	1		
17	Remove WB Advanced Sensys Foundation & Pole Backfill w/dirt	EA	1		
18	Remove TS Post,Concrete Foundation, & TS equipment	EA	2		
19	Relocate Existing Next Camera	EA	2		
20	New Type E Concrete Foundation 36" DIA x 15' Deep	EA	1		
21	New Type E Concrete Foundation 30" DIA x 13'6' Deep	EA	1		
22	Install New Combination TS & Lighitng MA 50'	EA	1		
23	Install Used Combination TS & Lighitng MA 34'	EA	1		
24	Install City Provide Luminare	EA	1		
25	Provide & Install Tennon Mount Roadway Luminaire	EA	1		
26	New Concrete PED foundation 12" DIA x 4' Deep	EA	1		
27	#10 XLP Red/White For Luminares	LF	551		
28	IMSA 14-3	LF	1150		
29	IMSA 14-5	LF	2252		
30	IMSA 14-7	LF	551		
31	#8 XLP-USE-2 Green Ground	LF	606		
32	LTYOFYA Signs (Provide & Install)	EA	2		
33	Street Marker Signs (install only)	EA	4		
34	Conduit Bore Tie in If Required	EA	1		
			Total		**$ 59,600.00**

- We assume that final grading and seeding is provided by others. We have not included final grading or seeding. We will have open cut trenches and excavations in the ROW to accomplish our work.
- We will back fill excavations with native spoils or import clean back fill materials as required.
- We assume any trench compaction testing required for our trenching work will be provided by others.
- In some locations, we will need to install conduits under new sidewalks prior to the installation of the new sidewalks and expect that we will be allowed adequate time to accomplish our underground work prior to the installation of the new sidewalks.

Scope of Work Clarifications

- **Cabinet TC # 22112**
  - City will fill out INS Push button form for custom APS messages
  - All wire lengths for signal heads, pushbuttons, cameras and luminaires are excluding the lengths in poles and mast arms. Those lengths shall be included in pay items. All wiring in mast arms and poles shall be replaced.

- **Full Intersection**
  - Provide technical support and turn on assistance from Mobotrex for Flashing Yellow Arrow upgrade and APS programming.
  - Provide red line as built mark ups to existing Traffic Signal prints for new signal operation. We have not included producing new drawings or any engineering work.
  - Any necessary sidewalk removals shall be completed by electrical contractor as a lump sum.
  - Provide all necessary push button extensions to meet ADA requirements, please field check with city staff to determine proper lengths.
  - All signal heads will be eagle signals mounted with sky bracket mounting hardware and poly arms for bracket mounted.
  - Install #8 XLP ground with green color throughout entire intersection.
  - All old loop lead in cables shall be removed from conduit system to help with conduit fill.
  - If existing conduits cannot pass new cables, the city will take care of new conduit bores to be installed. Tie into hand holes would be provided by contractor if needed.
  - All cables will be replaced with IMSA 19-1 solid conductors.
  - Signals can be in flash from 08:00 — 15:00, every attempt should be made to have signals

- **Northwest**
  - New electrical service installed, city to provide meter pedestal. Coordinate with Mid-American energy for new location. Contractor to provide labor and any other materials to complete this project. 120/240-volt single phase 100 amp. Distance of service entrance conductors is 145. The riser up the pole is included.

- Remove 3 section head for NB from existing traffic signal post once new NB Mast arm mounted signals are installed.
- Provide and install two new pedestrian signals with egg create visors and countdown timers on existing traffic signal post. Wire length 42'
- Provide and install two new APS pushbuttons with special message on existing traffic signal post. Wire lengths are 42'
- Provide and install 1 new mast arm mounted 4 section head for WBLT for new flashing yellow arrow modification.
- Provide and install 2 new mast arm mounted 3 section heads with balls for the WB signal heads.
- Provide and install new IMSA traffic signal cables for the two WB signals heads, new 4 section head and new #10 copper wiring with for luminaire.
- Provide material and install new R10-12a 36"x30" "Left Turn Yield on Flashing Yellow Arrow" sign
- Remove NB camera
- Provide mounting hardware and install city provided street marker 18" x 5'

- **Northeast**
  - Provide and install all material for new concrete mast arm foundation for used 4 bolt mast arm. Contractor to supply anchor bolts, cage, concrete and conduit fittings for 3" sweep. Standards will be old ASHTO
  - Remove existing traffic signal post with 2- 3 section heads and concrete foundation.
  - Install temporary signal post for NB and EBLT signal heads between curb and sidewalk. Pallet mounted is acceptable.
  - Adjust concrete Hand hole to current grade.
  - Remove old Sensys foundation and post for advanced sensors. City to retain pole. Back fill hole with dirt.
  - Install 3" conduit from HH to new mast arm foundation 23'. Include all necessary fittings
  - Install used 34' mast arm and combination upright from city yard. Provide and install 250-watt LED equivalent tenon mount fixture on upright.
  - Provide and install 2- 3 section mast arm mounted signals for NB movement, provide and install 1- bracket mounted 4 section head for EBLT.
  - Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers.
  - Provide and install 2 APS pushbuttons with special message.
  - Provide material to relocate the existing NB Video Detection Camera from NW corner to a mast arm mount centered between both NB lanes on 120" tube #10 ground from base to bond camera.
  - Provide mounting hardware and install city provided street marker 18" x 5'

- **Southwest**
  - Remove existing traffic signal post and both signal heads once new signal heads are mounted on new mast arms.
  - Provide and install all material for new concrete foundation for new mast arm, anchor bolts are provided by city. Contractor provides cage, concrete and conduit fitting for 3" sweep.

- Unload when shipped to city yard and install new combination mast arm with 50' arm. Mast arm will be purchased by the city.
- Provide and install 2-mast arm mounted 3 section heads with ball's.
- Provide and install 1- bracket mounted 4 section head for WBLT flashing yellow arrow
- Install City provided luminaire.
- Provide and install 12" push button foundation 4' deep
- Provide and install Frey push button assembly with 10' post
- Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on Frey post.
- Provide and install 2 APS pushbuttons with special message on Frey post.
- Provide material to relocate existing SB video detection camera from SE corner to a mast arm mount centered between both NB lanes on 120" tube. Cable can be reused and pulled back from SE corner. Provide #10 ground from camera to base for bonding.
- Provide mounting hardware and install city provided street marker 18" x 5'

- **Southeast**
  - Remove 3 section heads for SB once new SB signals on mast arm have been installed.
  - Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on existing traffic signal post.
  - Provide and install 2 APS pushbuttons with special message on existing traffic signal post.
  - Provide and install 2- mast arm mounted 3 section signal heads with balls for EB.
  - Provide and install 1- mast arm mounted 4 section signal head for flashing yellow arrow EBLT.
  - Provide material and install new R10-12a 36"x30" "Left Turn Yield on Flashing Yellow Arrow" sign
  - Provide mounting hardware and install city provided street marker 18" x 5'

Safety

- Tri-City Electric has developed our own safety plan and manual which meets or exceeds OSHA requirements. Our current EMR is .67. All our onsite staff are required to perform weekly safety talks and a daily Job Safety Analysis. We have not included any other job safety talks or stretch and bend meetings.

General Notes

- Tri-City Electric will participate in a pre-construction meeting to help create an up-to-date detailed construction schedule.
- We have included all our own excavation and backfill. We have included hauling trench spoils on site. We have included excavation backfill with the native trench material and have not included imported materials unless stated elsewhere in the scope letter. We will compact all trenches and assume we will be installing our underground electrical infrastructure in subgrade before finish grade is established. We have not included third party compaction testing.
- We have not included dedicated personnel to pick up trash on site, but we will pick up our own trash and keep our areas clean.

- Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday.
- All electrical equipment provided by Tri-City Electric will be started by a Tri City Electric representative and a written report will be provided.
- We have not included a full-time on-site safety director, our superintendents and foreman act as safety on site with one of our office safety directors performing bi-weekly site visits. Our current EMR is .48.
- All temporary lighting system materials provided by Tri City Electric for this project are and shall remain the sole property of Tri City Electric at the conclusion of the project.
- We have not included a performance and payment bond.
- Electrical permit has been included.
- Tax on materials **has not been included** in the quotation.

This proposal excludes any Allowances or Contingencies.

LUMP SUM PRICE $59,600.00

This quote **does not** include any applicable taxes.

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Kyle Lake
Estimator
Electrical Construction
Ph.563.823.1685
E-mail: klake@tricityelectric.com

Notes

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Other Terms
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Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

#Nam



davenport electric
contract company

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Moline		
STREET	JOB NAME	
	48th Street Signal Upgrade	
CITY / STATE / ZIP CODE	JOB LOCATION	
	48th St/Avenue of the Cities	

ATTENTION	Email Address	EST #	FAX NUMBER
Josh Whiting		26-16155	

We hereby submit specifications and estimates for:

Supply material, labor, and equipment for the attached scope of work.

We Propose hereby to furnish material and labor--complete in accordance with above specifications, for the sum of.

One Hundred Thirty Three Thousand Eight Hundred Forty Dollars and No Cen dollars $133,840.00

Payment to be made as follows. Net 30 Days

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. SERVICE or FINANCE CHARGES are applicable on past due accounts at the rate of 1-1/2% per month on amounts 30 days past due, which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Such charges are shown as "SERVICE CHARGE". There is no SERVICE CHARGE if accounts are paid within 30 days of the end of the month in which purchases are made.

Authorized Signature___ Paul McIntosh, Est.

NOTE: This proposal may be withdrawn by us if not accepted within 5 days

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above

Date of Acceptance_____

Signature_____

Signature_____

Email: davenportelectric@davenportelectric.com
529 Pershing Ave., P.O. Box 4229, Davenport, Iowa 52808 ■ Phone: 563/326-6475 ■ Fax: 563/326-6477

SPECIAL PROVISIONS

FOR

48th Street & Avenue of the Cities signal upgrades

Engineering Department, City of Moline

PROSECUTION AND PROGRESS

This work shall be performed in accordance with Section 108 of the Standard Specifications and the City of Moline's Supplemental Specifications except as modified below.

The Contractor will have **30** working days to complete the work.

The 2026 patching program will be responsible for all ADA sidewalk installs outside of this project once all signal upgrades have been completed. Any removals needed to install new conduits or foundations will be done by electrical contractor and should be included in their quote. Back fill any removals with gravel.

Maps with a basic description of the project will be provided.

TRAFFIC CONTROL

This work shall be done in accordance with Section 701 of the Standard Specifications and the City of Moline's Supplemental Specifications except as modified below:

This pay item shall include the furnishing of all equipment, labor, and material required to provide traffic control. All traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

A minimum of one lane of traffic shall be maintained at all times on all streets. Sidewalk ramp construction shall be staged so that pedestrians still have a pedestrian route to use.

The Contractor shall work with the Engineer to properly notify residents & businesses of any traffic control changes. The Contractor shall maintain access to businesses within the project limits at all times.

The Contractor shall be required to submit a detailed critical path schedule to the City no later than 5 business days before the preconstruction conference. The Contractor shall not be allowed to begin construction activities until the critical path schedule has been approved by the Engineer.

All traffic control required to complete all work involved will be paid for at the contract unit price per

LUMP SUM for TRAFFIC CONTROL.

STEEL COMBINATION MAST ARM ASSEMBLY AND POLE

This work shall be done in accordance with Section 877 of the Standard Specifications and Moline Supplemental Specifications, except as modified below.

This work shall include installing state-approved mast arms, unloading of the pre-purchased mast arms and anchor bolts from the supplier, safely unloading them at city yard, and installing them in accordance with Article 1077.03 of the Standard Specifications. Prior to taking possession, the contractor shall inspect the mast arms and verify their condition and accuracy before accepting the material.

This work will be measured in place and paid for at the contract unit price per EACH for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, of the length specified on the plans. This work shall include all labor and equipment required to complete the work as specified herein.

SERVICE INSTALLATION, CITY PROVIDED METER PEDESTAL

This work shall be done in accordance with Section 805 of the Standard Specifications and Moline Supplemental Specifications, except as modified below.

This work shall consist of all materials other than the meter socket, 100 Amp and Panel Pedestal, labor required to install, modify, or extend the electric service installation.

The electric service installation shall be the electric service disconnecting means and it shall be identified as suitable for use as service equipment.

The electric utility contact information is noted on the plans and represents the current information at the time of contract preparation. The Contractor must request in writing for service and/or service modification within 10 days of contract award and must follow-up with the electric utility to assure all necessary documents and payment are received by the utility. The Contractor shall forward copies of all correspondence between the contractor and utility company to the Engineer.

Materials.

a. General. The completed control panel shall be constructed in accordance with UL Std. 508A, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.

b. Electric Utility Meter Housing and Riser. The electric meter housing and meter socket shall be supplied and installed by the contractor. The meter housing shall be installed at the top of the post, on the opposite side of the electrical service disconnect cabinet. The contractor is to coordinate the work to be performed and the materials required with the utility company to make the final connection at the power source. Electric utility required risers, weather/service head and any other materials necessary for connection shall also

be included in the pay item. Materials shall be in accordance with the electric utility's requirements. The meter shall be supplied by the utility company.

c. ~~Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.~~ In Controller Cabinet - Item Not Needed

d. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.

e. Fuses, Fuse holders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.

f. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.

g. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.

h. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10 feet (3.0m) in length, and 3/4 inch (20mm) in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation.

a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.

b. Post Mounted. Brackets designed for post mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.

The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION, METERED which shall be payment in full for furnishing and installing the service installation complete. SERVICE INSTALLATION, METERED shall include the 3/4-inch (20mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

ACCESSIBLE PEDESTRIAN SIGNALS

Description. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid-state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket and/or extension shall be used to assure proper orientation and accessibility where needed. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button to meet mounting requirements.

Add the following to Article 1074.02(e) of the Standard Specifications:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3bl or R10-3br 9" x 12" sign with arrow(s) for a count-down pedestrian signal. Stations shall be powder coated yellow with a black pushbutton and stainless steel arrow on pushbutton.

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications. A pushbutton locator tone shall sound at each pushbutton and shall be deactivated during the associated walk indication and when associated traffic signals are in flashing mode. Pushbutton locator tones shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. Each actuation of the pushbutton shall be accompanied by the speech message "Wait". Locator tones shall be audible 6 to 12 ft from pushbutton.

If two accessible pedestrian pushbuttons are placed less than 10 ft apart or placed on the same pole, the audible walk and don't walk indication shall be a speech message. This speech message shall sound throughout the WALK interval only. Common street name shall be used and not the route number of the street unless there is no common street name. The street name used in programming shall reflect the street name mast arm mounted sign panel. Locations without street name (ex. private benefit driveways, shopping plaza entrance, etc.) shall use a general term

"Commercial Driveway" as a street name for that leg. The speech message shall be modeled after: "'Street Name.' Walk Sign is on to cross "Street Name'." For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton during DON'T WALK interval. This verbal message shall be modeled after: "Wait". The extended press option verbal massage shall be: "Wait to cross 'Street Name' at 'Street Name'".

Railroad Preemption.
At locations with railroad interconnection APS pushbutton shall be capable of receiving a railroad preemption similar to a traffic signal controller and shall be hard wired to the railroad preemption relay inside the traffic signal cabinet. A shelf mount control unit shall be provided and installed inside the cabinet capable of receiving and transmitting the railroad preemption to all the push buttons.

At railroad intersections all APS pushbuttons shall use the speech message and shall follow the below speech models.

During Don't Walk: "Wait to cross 'Street Name' at 'Street Name', Caution, Walk time shortened when train approaches'" – this does not repeat, plays only once with every push button press.
During Walk: "Walk sign is on to cross 'Street Name', – this repeats as many times as possible during Walk interval only.
During Railroad preemption: All push buttons at same time "Train Approaching" – this message shall be repeated two times.

At locations with emergency vehicle preemption, NO additional speech message shall be provided.

At locations with Equestrian Pushbuttons style installation the APS push buttons shall use speech message only and shall emit the audible message from the bottom mounted push button only.

Locations with Corner Islands or Center Medians
At locations with corner islands pushbuttons shall follow the requirement of the 10 ft as specified herein regarding the percussive tone vs a speech message. When push buttons are closer than 10 ft apart the speech message shall follow the format specified herein for the main street crossing. The speech message shall follow the below speech models for the unusual configurations.

Crossing of the right turn lane from or to Corner Island: "Wait to cross right turn lane for 'Street Name' at 'Street Name' crosswalks" and "Walk sign is on to cross right turn lane for 'Street Name' at 'Street Name' crosswalks"
Crossing from Corner Island to Corner Island where second pushbutton actuation is required: "Wait to cross 'Street Name' at 'Street Name' to median with second pushbutton" and "Walk sign is on to cross 'Street Name' to median with second pushbutton"

Center Medians on a divided highways with push buttons will require pushbutton to have a dual arrow on the pushbutton.

Where two accessible pedestrian pushbuttons are separated by 10 ft or more, the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz. Percussive tone shall be uniform at all stations at the intersection and shall not change for different directions.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound. Locator tone and speech message shall be programmed at same volume one shall not be significantly louder than the other and shall be adjusted as directed by the Engineer.

Pedestrian Pushbutton. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

APS pushbutton systems that utilize any wireless technology including Bluetooth technology to place calls or communicate with controller will not be allow. A central master control unit shall be provided and installed in the traffic signal cabinet. Push button shall be connected directly to the master control unit in the traffic signal cabinet using only 2 wires. All pushbuttons shall be capable of placing a pedestrian call request into the controller and shall be hard wired. APS pushbuttons shall be a direct replacement of existing standard push buttons and shall be weather resistant with a minimum warranty of 5 years.

APS push buttons shall be compatible with one another and easily replaceable on future replacements or maintenance repairs no multiple model variations will be allowed.

All APS pushbuttons shall come with the messages pre-programmed for each particular intersection regardless of the location or the 10 ft separation. Final field adjustments including percussive tone vs speech message use shall be completed once push buttons are installed in the final location. All push buttons shall be programmed with the appropriate parameters and settings as directed by the Engineer. These settings shall be standard for all pushbuttons and will vary based on the manufacturer. Access to pushbutton settings shall be provided through an app either through wired, wireless, or Bluetooth connection. Pushbutton information, settings, and access instructions shall all be provided in a weatherproof pouch and safely stored inside each traffic signal cabinet.

Contractor shall remove any existing pedestrian isolation boards, field wire terminals, and any wires to the board when easily accessible. If the pedestrian isolation board has been installed from the factory on the back panel of the cabinet, contractor is to disconnect the power to the isolation board and any wires while leaving the board mounted. This work shall be included in the cost of Accessible Pedestrian Signals and will not be paid for separately.

Signage. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall conform to the following standard MUTCD design: R10-3bl or R10-3br (9" x 12").

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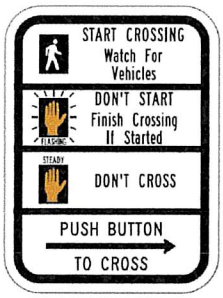


R10-3b

Tactile Arrow. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided on the pushbutton.

Vibrotactile Feature. The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS and shall include furnishing, installation, mounting hardware including extension brackets if required, and programming of the push button.

CONCRETE FOUNDATION, PEDESTRIAN POST

This work shall be done in accordance with Section 878 of the Standard Specifications and Moline Supplemental Specifications, except as modified below.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

This work will be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER.

Descriptions of work for each corner and pay items

Cabinet TC # 22112

1. City will fill out INS Push button form for custom APS messages
2. All wire lengths for signal heads, pushbuttons, cameras and luminaires are excluding the lengths in poles and mast arms. Those lengths shall be included in pay items. All wiring in mast arms and poles shall be replaced.

Full intersection

1. Provide technical support and turn on assistance from Mobotrex for Flashing Yellow Arrow upgrade and APS programming. Also provide revised prints for new signal operation.
2. Any necessary side walk removals shall be completed by electrical contractor as a lump sum.
3. Provide all necessary push button extensions to meet ADA requirements, please field check with city staff to determine proper lengths.
4. All signal heads will be eagle signals mounted with sky bracket mounting hardware and poly arms for bracket mounted.
5. Install #8 XLP ground with green color throughout entire intersection.
6. All old loop lead in cables shall be removed from conduit system to help with conduit fill.
7. If existing conduits cannot pass new cables, the city will take care of new conduit bores to be installed. Tie into hand holes would be provided by contractor if needed.
8. All cables will be replaced with IMSA 19-1 solid conductors.
9. Signals can be in flash from 08:00 – 15:00, every attempt should be made to have signals back in normal operation by 15:00.

North West

1. New electrical service installed, city to provide meter pedestal. Coordinate with Mid American energy for new location. Contractor to provide labor and any other materials to complete this project. 120/240 volt single phase 100 amp. Distance of service entrance conductors is 145. The riser up the pole is included. Branch circuits 1- 50 amp 120 for cabinet circuits from pedestal to traffic signal cabinet is 30ft, second circuit is a 20 amp for lighting circuit.

2. Remove 3 section head for NB from existing traffic signal post once new NB Mast arm mounted signals are installed.

3. Provide and install two new pedestrian signals with egg create visors and countdown timers on existing traffic signal post. Wire length 42'

4. Provide and install two new APS pushbuttons with special message on existing traffic signal post. Wire lengths are 42'

5. Provide and install 1 new mast arm mounted 4 section head for WBLT for new flashing yellow arrow modification.
6. Provide and install 2 new mast arm mounted 3 section heads with balls for the WB signal heads.
7. Provide and install new IMSA traffic signal cables for the two WB signals heads, new 4 section head and new #10 copper wiring with for luminaire.
8. Provide material and install new R10-12a 36"x30" "Left Turn Yield On Flashing Yellow Arrow" sign

9. Remove NB camera
10. Provide mounting hardware and install city provided street marker 18" x 5'

North East

1. Provide and install all material for new concrete mast arm foundation for used 4 bolt mast arm. Contractor to supply anchor bolts, cage, concrete and conduit fittings for 3" sweep. Standards will be old ASHTO
2. Remove existing traffic signal post with 2- 3 section heads and concrete foundation.
3. Install temporary signal post for NB and EBLT signal heads between curb and sidewalk. Pallet mounted is acceptable.
4. Adjust concrete Hand hole to current grade.
5. Remove old Sensys foundation and post for advanced sensors. City to retain pole. Back fill hole with dirt.
6. Install 3" conduit from HH to new mast arm foundation 23' . Include all necessary fittings
7. Install used 34' mast arm and combination upright from city yard. Provide and install 250 watt LED equivalent tenon mount fixture on upright.
8. Provide and install 2- 3 section mast arm mounted signals for NB movement, provide and install 1- bracket mounted 4 section head for EBLT.
9. Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers.
10. Provide and install 2 APS pushbuttons with special message.
11. Provide material to relocate existing NB video detection camera from NW corner to a mast arm mount centered between both NB lanes on 120" tube. #10 ground from base to bond camera
12. Provide mounting hardware and install city provided street marker 18" x 5'

South West

1. Remove existing traffic signal post and both signal heads once new signal heads are mounted on new mast arms.
2. Provide and install all material for new concrete foundation for new mast arm, anchor bolts are provided by city. Contractor to provide cage, concrete and conduit fitting for 3" sweep.
3. Unload when shipped to city yard and Install new combination mast arm with 50' arm. Mast arm will be purchased by the city.
4. Provide and install 2- mast arm mounted 3 section heads with balls.
5. Provide and install 1- bracket mounted 4 section head for WBLT flashing yellow arrow
6. Install City provided luminaire.
7. Provide and install 12" push button foundation 4' deep
8. Provide and install Frey push button assembly with 10' post
9. Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on Frey post.
10. Provide and install 2 APS pushbuttons with special message on Frey post.

13. Provide material to relocate existing SB video detection camera from SE corner to a mast arm mount centered between both NB lanes on 120" tube. Cable can be reused and pulled back from SE corner. Provide #10 ground from camera to base for bonding.
14. Provide mounting hardware and install city provided street marker 18" x 5'

South East

1. Remove 3 section head for SB once new SB signals on mast arm have been installed.
2. Provide and install 2 bracket mounted pedestrian signal heads with egg create and countdown timers on existing traffic signal post.
3. Provide and install 2 APS pushbuttons with special message on existing traffic signal post.
4. Provide and install 2- mast arm mounted 3 section signal heads with balls for EB.
5. Provide and install 1- mast arm mounted 4 section signal head for flashing yellow arrow EBLT.
6. Provide material and install new R10-12a 36"x30" "Left Turn Yield On Flashing Yellow Arrow" sign
7. Provide mounting hardware and install city provided street marker 18" x 5'

Pay Items

1. Traffic control
2. Any sidewalk removals needed to complete work
3. Turn on assistance for FYA modification and APS programming ← mobo
4. Electrical service complete, include conductor lengths from description
5. 2" PVC conduit and Install for electrical service QTY 120'
6. 3" PVC conduit and Install for Mast arms QTY 30'
7. 1-1/4" PVC conduit and install for ped post QTY 23'
8. #3 XLP- USE-2 100 Amp Black/Red/White for service feeders QTY 145' each
9. #8 XLP- USE-2 50 Amp Black/White/Green #10 XLP 20 Amp Red Luminaire circuit. QTY 35' each
10. QTY 2 remove and replace with new mast arm mounted 4 section poly eagle signal heads FYA with Korman Retro-reflective back plates
11. QTY 2 bracket mounted 4 section poly eagle signal heads FYA
12. QTY 8 remove and replace with new mast arm mounted 3 section poly eagle signal heads all balls with Korman Retro reflective backplates
13. QTY 8 bracket mounted eagle pedestrian signal heads poly with countdown timers and egg create visors
14. QTY 8 Polara APS push buttons with special message.
15. 10' Frey push button assembly post aluminum
16. Poured in place hand hole adjustment
17. Removal of WB Advanced Sensys foundation and pole, and backfill with dirt.

18. QTY 2 removal of existing traffic signal posts and concrete foundations with including existing equipment on posts.
19. QTY 2 Relocate existing Next camera's cable lengths provided in description if applicable.
20. New TYPE E concrete foundation for new ASHTO standard mast arm 50' combination. 15' deep by 36" round
21. New TYPE E concrete foundation for old ASHTO standard used mast arm 13'6" deep by 30" round.
22. Install new mast arm
23. Install used mast arm
24. Install city provided luminaire
25. Provide and install tenon mount luminaire.
26. New 12" concrete pedestrian assembly foundation. 4' deep
27. #10 XLP Red/White for luminaries QTY 551'
28. IMSA 19-1 14-3 total QTY 1,150'
29. IMSA 19-1 15-5 total QTY 2,252'
30. IMSA 19-1 14-7 total QTY 551'
31. #8 XLP/USE-2 Green for Grounding electrode conductor QTY 606'
32. Left Turn Yield On Flashing Yellow Arrow signs. QTY 2
33. Street marker signs QTY 4
34. Conduit bore tie in if needed.
35. Add EVP - City to provide all material

Lump sum totals including all items and descriptions.


Project #1531
48th St. & Ave. of the Cities
Signal Upgrades
2115 48 ST
22ND AV
2210 48 ST
4820 22 AVE
AVENUE OF THE CITIES
47TH ST
48TH ST
4760 AVE OF THE CITIES
4710-20 AVE OF CITIES
2313 48 ST
4800 AVE OF THE CITIES
4902-5000 AVE OF CITIES
2306 47 ST
2315 48 ST
2306 48 ST
2312 47 ST
2317 48 ST
2308 48TH ST
N
W
E
S
0 10 20 40 60
424
Feet

AGENDA ITEM DETAIL
May 12, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG RES3 Rhonda-Laura-15th Street At-Grade Signal Project Agreement with IA-INT RR-EXP.pdf
ENG RES3 Rhonda-Laura-15th Street At-Grade Signal Project Agreement with IA-INT RR-CB xg.pdf
ENG RES3 Rhonda-Laura-15th Street At-Grade Signal Project Agreement with IA-INT RR-ATT1 (AGREEMENT).pdf
ENG RES3 Rhonda-Laura-15th Street At-Grade Signal Project Agreement with IA-INT RR-ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.

Explanation: The 2026-2029 Strategic Plan Goals and Objectives includes completion of a downtown Railroad Quiet Zone from 12th Street to 23rd Street. As part of the Quiet Zone project, the City of Moline ("City") has initiated an agreement with Iowa Interstate Railroad, LLC, for installation of new highway warning devices and pedestrian warning devices at the intersection of 15th Street and the RAILROAD'S right-of-way, which project is known as the 15th Street At-Grade Signal Project. This project is located on right-of-way owned by BNSF Railroad Company and includes the installation of a four-quadrant gate system designed to stop vehicles from bypassing lowered crossing arms. The City and the RAILROAD have negotiated this agreement to provide for the construction and maintenance of said project for the amount of $829,346.40 to engineer, procure, and install this grade crossing warning system. The City shall reimburse costs and expenses associated with the construction and installation to the RAILROAD and shall be solely responsible for all costs and expenses associated with any and all future inspection, maintenance, and repair of the 15th Street Signals.

Staff Recommendation: Approval
Fiscal Impact: $829,346.40 and any and all future inspection, maintenance, and repair of signals.
$2,000,000 budgeted in 2026 CIP in Account #510-9957-438.08-98

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.

WHEREAS, the 2026-2029 Strategic Plan Goals and Objectives includes completion of a downtown Railroad Quiet Zone from 12th Street to 23rd Street. As part of the Quiet Zone project, the City of Moline ("City") has initiated an agreement with Iowa Interstate Railroad, LLC, for installation of new highway warning devices and pedestrian warning devices at the intersection of 15th Street and the RAILROAD'S right-of-way, which project is known as the 15th Street At-Grade Signal Project; and

WHEREAS, this project is located on right-of-way owned by BNSF Railroad Company and includes the installation of a four-quadrant gate system designed to stop vehicles from bypassing lowered crossing arms. The City and the RAILROAD have negotiated this agreement to provide for the construction and maintenance of said project for the amount of $829,346.40 to engineer, procure, and install this grade crossing warning system; and

WHEREAS, the City shall reimburse costs and expenses associated with the construction and installation to the RAILROAD and shall be solely responsible for all costs and expenses associated with any and all future inspection, maintenance, and repair of the 15th Street Signals.

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

That this Council hereby authorizes the Mayor and City Clerk to execute and attest to a Construction and Maintenance Agreement, 15th Street At-Grade Signals, with Iowa Interstate Railroad, LLC, a Delaware limited liability company ("RAILROAD") for the 15th Street At-Grade Signal Project.

CITY OF MOLINE, ILLINOIS

Mayor

May 12, 2026
Date

Passed: May 12, 2026

Minutes Approved: May 19, 2026

Attest: _____
City Clerk

CONSTRUCTION AND MAINTENANCE AGREEMENT
15TH STREET AT-GRADE SIGNALS
IOWA INTERSTATE RAILROAD, LLC/CITY OF MOLINE, ILLINOIS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT, is made and entered into on this ____ day of _____, 2026 ("Effective Date"), by and between **Iowa Interstate Railroad, LLC**, a Delaware limited liability company with its principal offices located at 203 2nd Street SE, Suite 500, Cedar Rapids, Iowa, 52401 ("RAILROAD"), and the **City of Moline, Illinois**, a municipal corporation, located at 619 16th Street, in the City of Moline, State of Illinois 61265 ("CITY").

WHEREAS, RAILROAD is a railway freight common carrier, operating on and over a right-of-way and railroad tracks located within the City of Moline, Rock Island County, Illinois; and

WHEREAS, the CITY has initiated a project to install highway warning devices and pedestrian warning devices (collectively the "15th Street Signals") at the intersection of 15th Street and the RAILROAD's right-of-way, which project is known as the **15th STREET AT-GRADE SIGNAL PROJECT** ("Project"); and

WHEREAS, Project is located on right-of-way owned by BNSF Railway Company and is subject to Joint Operations Agreement between RAILROAD and BNSF Railway Company; and

WHEREAS, the CITY and the RAILROAD have negotiated this Agreement to provide for the construction and maintenance of the Project.

NOW, THEREFORE, in consideration of their mutual promises herein, the CITY and RAILROAD agree as follows:

SECTION 1. IMPROVEMENTS TO BE PERFORMED BY THE CITY.

N/A

SECTION 2. IMPROVEMENTS TO BE PERFORMED BY RAILROAD.

Attached hereto and incorporated herein by this reference is Exhibit A related to the installation of the warning devices ("RAILROAD Improvements"). RAILROAD will construct and install the RAILROAD Improvements in accordance with the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference. Costs and expenses associated with the construction and installation of RAILROAD Improvements will be reimbursed to RAILROAD by CITY. CITY shall be solely responsible for all costs and expenses associated with any and all future inspection, maintenance, and repair of the 15th Street Signals.

Nothing in this Agreement shall be construed to place any responsibility upon RAILROAD for the quality of the construction, maintenance, or other work performed on behalf of the CITY

hereunder or for the condition of any of the RAILROAD Improvements. Any approval given or supervision exercised by RAILROAD hereunder, or failure of RAILROAD to object to the 15th Street Signals, material used or method of construction, reconstruction, or maintenance, shall not be construed to relieve CITY of its obligations.

SECTION 3. INDEMNIFICATION.

CITY acknowledges and understands that at-grade crossings are inherently dangerous and that any persons or property thereon is in danger of injury and the CITY enters into this Agreement subject to such dangers. CITY therefore agrees to assume all risk of loss, damage, or destruction to railroad property or CITY's property or that of any other person or entity on or about the Project, or the personal injury or death of CITY's employees or agents or any other persons who are on or about the Project, without regard to whether such loss, damage, injury, or death be occasioned by such causes as may be incident to or arising from locomotives, railroad equipment, trains, or cars, or in any respect from the operation, maintenance or improvements of the railway, including the grade crossing warning devices. Except for claims or causes of action arising from the sole negligence of the RAILROAD, CITY shall indemnify, defend, and hold harmless RAILROAD from all claims or causes of action for loss, damage, injury or death asserted against RAILROAD by any person arising from the actions or omissions of the City in connection with the Project.

To the fullest extent permitted by law, the CITY agrees to indemnify, defend, and hold harmless the RAILROAD, its officials, agents, and employees and others working on behalf of the RAILROAD, from and against any and all loss, damage, claim, demand, action, cause of action, cost and expense, including any and all outlay and expense connected therewith, of every person or entity including, but not limited to, employees, officers, agents, and invitees of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including loss of use thereof, and including, but not limited to, property owned by or in the care, custody, and control of, the parties hereto, and for any damages which may be asserted, claimed, or recovered against or from the RAILROAD, its officials, agents, and employees and others working on its behalf, for any reason, including but not limited to materials and equipment on RAILROAD'S right-of-way, personal injury, including bodily injury or death, including injuries to RAILROAD's employees, which arise, relate, or result in any manner from the actions or omissions of the City in connection with the Project, including but not limited to the construction, presence, maintenance, reconstruction, and use of the RAILROAD Improvements or railroad property.

Upon written notice from RAILROAD, CITY agrees to assume the defense of any lawsuit or other proceeding brought against RAILROAD by any entity relating to any matter covered by this Agreement for which CITY has an obligation to assume liability for and/or save and hold harmless RAILROAD. CITY shall pay all costs incident to such defense including but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

CITY expressly assumes liability for claims and actions brought by its own employees, and waives any immunity it may have under workers' compensation or industrial insurance acts to indemnify RAILROAD. CITY agrees that it will require all of its contractors and agents to agree to a similar provision waiving any immunity any has it may have under workers' compensation or industrial acts as to the RAILROAD.

SECTION 4. INSURANCE.

N/A

SECTION 5. CONTRACTOR REQUIREMENTS—TRAINING & TRACK PROTECTION.

N/A

SECTION 6. MAINTENANCE AND REPAIR OF WARNING DEVICES.

After completion of the Project, RAILROAD will inspect, maintain, and repair the 15th Street Signals at CITY's sole cost and expense, in accordance with applicable standards. These costs and expenses include those associated with any and all changes to the warning devices necessitated by changes in technology or railroad operations, or otherwise deemed necessary by RAILROAD. The costs and expenses rebilled to the CITY will be based on RAILROAD maintenance rates plus standard additives per The Association of American Railroads ("AAR") signal units.

SECTION 7. NOTICE.

N/A

SECTION 8. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

b. This Agreement shall be binding upon the successors or assigns of all parties. This Agreement may be executed and delivered in two counterparts, each of which so executed and delivered shall be deemed to be an original.

[Signature Page to Follow]

CITY OF MOLINE, ILLINOIS

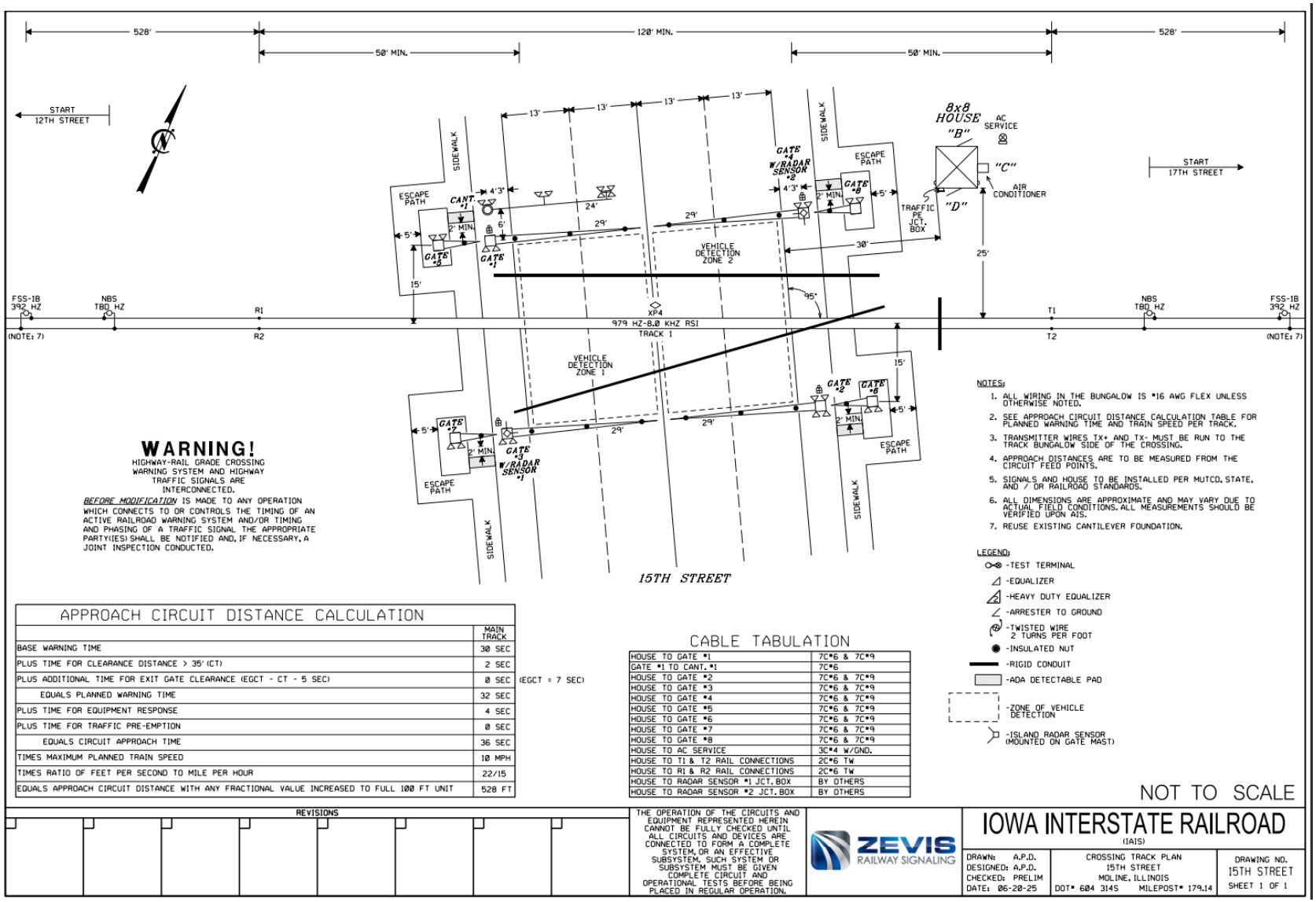
By:_____
Sangeetha Rayapati, Mayor

By:_____
City Clerk

IOWA INTERSTATE RAILROAD, LLC

By:_____
Name _____
Title_____

Exhibit A



APPROACH CIRCUIT DISTANCE CALCULATION

	MAIN TRACK
BASE WARNING TIME	30 SEC
PLUS TIME FOR CLEARANCE DISTANCE > 35' (CT)	2 SEC
PLUS ADDITIONAL TIME FOR EXIT GATE CLEARANCE (EGCT - CT - 5 SEC)	0 SEC (EGCT = 7 SEC)
EQUALS PLANNED WARNING TIME	32 SEC
PLUS TIME FOR EQUIPMENT RESPONSE	4 SEC
PLUS TIME FOR TRAFFIC PRE-EMPTION	0 SEC
EQUALS CIRCUIT APPROACH TIME	36 SEC
TIMES MAXIMUM PLANNED TRAIN SPEED	10 MPH
TIMES RATIO OF FEET PER SECOND TO MILE PER HOUR	22/15
EQUALS APPROACH CIRCUIT DISTANCE WITH ANY FRACTIONAL VALUE INCREASED TO FULL 100 FT UNIT	528 FT

CABLE TABULATION

HOUSE TO GATE #1	7C#6 & 7C#9
GATE #1 TO CANT. #1	7C#6
HOUSE TO GATE #2	7C#6 & 7C#9
HOUSE TO GATE #3	7C#6 & 7C#9
HOUSE TO GATE #4	7C#6 & 7C#9
HOUSE TO GATE #5	7C#6 & 7C#9
HOUSE TO GATE #6	7C#6 & 7C#9
HOUSE TO GATE #7	7C#6 & 7C#9
HOUSE TO GATE #8	7C#6 & 7C#9
HOUSE TO AC SERVICE	3C#4 W/GND.
HOUSE TO T1 & T2 RAIL CONNECTIONS	2C#6 TW
HOUSE TO R1 & R2 RAIL CONNECTIONS	2C#6 TW
HOUSE TO RADAR SENSOR #1 JCT. BOX	BY OTHERS
HOUSE TO RADAR SENSOR #2 JCT. BOX	BY OTHERS

NOT TO SCALE

REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

ZEVIS RAILWAY SIGNALING

IOWA INTERSTATE RAILROAD
(IAIS)

DRAWN: A.P.D.
DESIGNED: A.P.D.
CHECKED: PRELIM
DATE: 06-20-25

CROSSING TRACK PLAN
15TH STREET
MOLINE, ILLINOIS
DOT# 604 314S MILEPOST# 179.14

DRAWING NO.
15TH STREET
SHEET 1 OF 1

Exhibit B

ZEVIS
RAILWAY SIGNALING

July 6, 2025

Greg Mitchell
Iowa Interstate Railroad
5900 6th Street SW
Cedar Rapids, IA 52404

Subject: Price Estimate For Proposed Railroad Signal Project Located at 15th Street, Moline, IL

Dear Mr. Mitchell,

With reference to the above subject and your recent request for a price, Zevis LLC is pleased to offer the following proposal:

15TH STREET, MOLINE, IL DOT # 604314S

Engineer, procure, and install grade crossing warning system for the subject location. Grade crossing protection will consist of a pre-wired 8x8 control shelter and four (4) new LED flashing light/gate assemblies, four (4) new LED flashing light/gate pedestrian gate assemblies, and one (1) cantilever flashing light assembly. Train detection is to be made with solid-state constant warning equipment using an ALSTOM XP-4 unit with an integrated crossing controller for gates and lights. Included in our quote are two island radar vehicle detection systems mounted on offset brackets on two of the gate masts. Also included in this quote are gravel escape pads behind the pedestrian gates. Please refer to the accompanying material list of items and quantities we propose to furnish and install at the stated price:

Material	-	$580,781.25
Installation (including meter)	-	$182,225.22
Engineering/Project Management	-	$ 9,283.75
Freight	-	$ 12,780.00
Flagging	-	$ 10,920.00
Tax	-	$ 33,356.18
Grand Total	**-**	**$829,346.40**

PO BOX 602 • STERLINGTON, LA • 71280
PHONE: (318) 665-9344 FAX: (318) 665-9355

FOB: Destination
Terms: Net 30 days

The above price is firm for sixty (60) days and based on the following:

(1) Price does not include cost incurred by railroad
(2) Commercial AC power must be available within 100ft of proposed instrument shelter site
(3) Zevis will supply Meter service. Others responsible for hookup fees
(1) Excludes Curb/Gutter work and pavement markings if required.

We sincerely appreciate your selection of Zevis Railway Signaling to meet your signal construction needs and please know that we are dedicated to your total satisfaction. If you have any questions please do not hesitate to call me at (318)614-7281.

Sincerely,

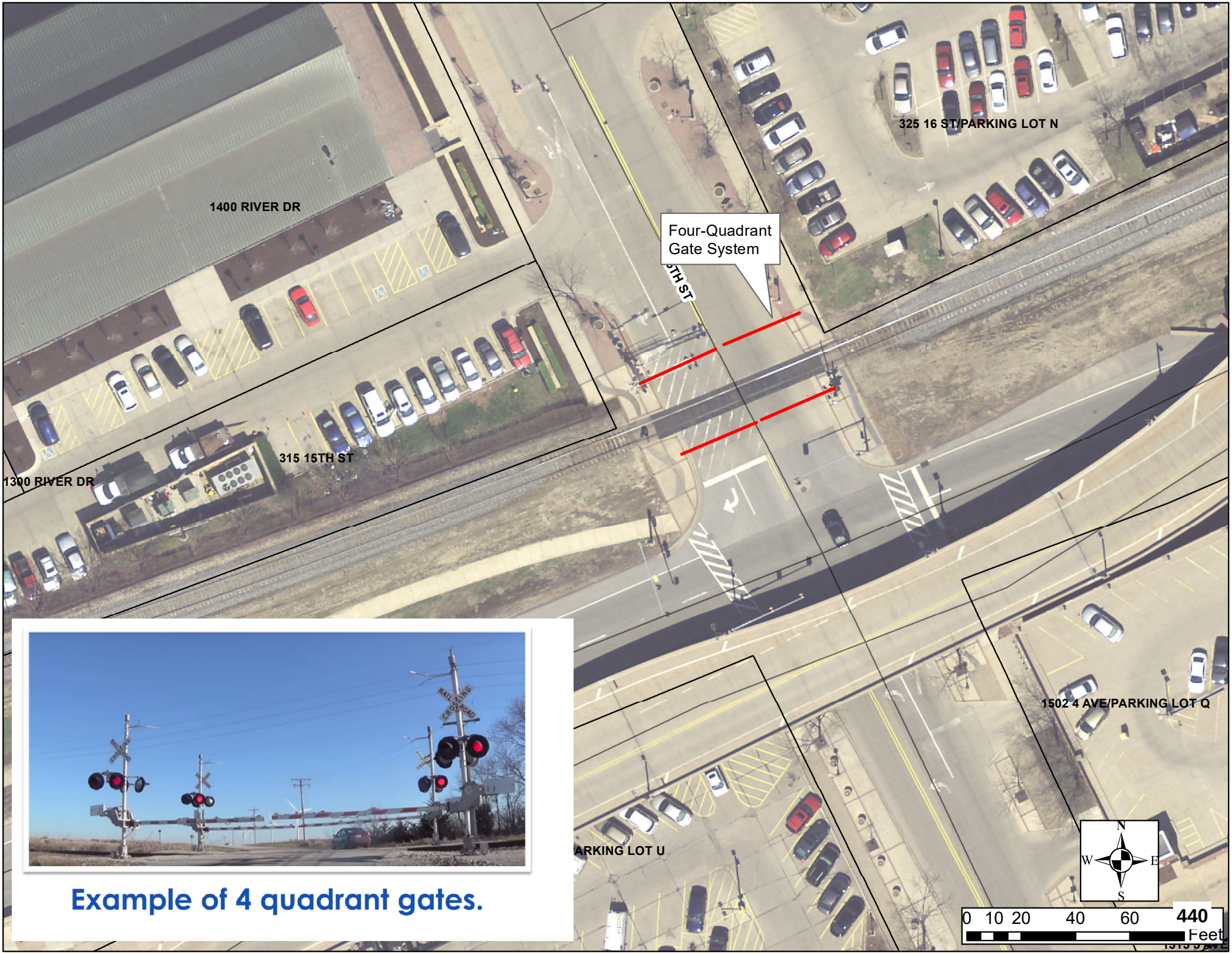
Mark Nelson

Location: 15th Street	
Description	**Qty**
House Material	
HSE 8X8 AL WITH A/C & 24 SPACE BREAKER PANEL	1
CASE AL 15X12X5 PREEMTN INTRF	1
PROTECTOR SURGE 120/240V W/IND	1
BREAKER 30A 2 POLE 120/240 VAC	3
ASSY, 9-SLOT ELIXS W/ BACKPLANE	1
Flyer URL QR Code for ELIXS XP4 Manual	1
ASSY UCI-3 MODULE	1
VPM-3 MODULE - XING + ILOCK	1
ASSY ELIXS CDU-2	1
ASSY MOD ELIXS NSM-1	1
ASSY ELIXS CPS-3	1
Assy Module ELIXS XTI-1S	2
ASSY ELIXS XTI-1S N/S PERSONALI MOD	1
ASSY ELIXS VIO-86S	2
ASSY ELIXS VIO-86S PERSONALITY MOD	2
ASSY ELIXS IXC-20S+	2
ASSY ELIXS IXC-20S PERSONALITY MOD	2
ASSY IXS XIP-20B CROSSING INTERFAC~	2
KIT HARDWARE WALL MT BRKT XIP-20B	2
CABLE XIP-20 ~1 16FT	2
CABLE XIP-20 ~2 16FT	2
ASSY MDSA-1XS	1
DAU Crossing Asset Monitor and Recorder	1
WSDMM, Ubuntu with Basic Apps package	1
CELL MODEM, MDS ORBIT MCR	1
ANTENNA, CELLULAR/GPS BUILDING	1
15V DIN RAIL DC/DC CONVERTER	1
DIN RAIL 35X7.5 FOR 19	1
RAIL DIN SLOTTED 35X15 2M STL	1
TERM BLK 2COND 10AWG SIDE DIN	28
TERMACC JMP FOR 282 SERIES	10
TERMACC END PLT ORN SIDE ENTRY	2
CAT5E PATCHCORD YELLOW 5'	2
ELC 12/40 W/10' LEAD	3
ELC 12/20 W/10' LEAD	1
XFMR 115-230VPRI/24VCT 7.3A 175VA	1
PROT AC LINE 230V SP20-3	2
ASSY 4 POST TERM BLOCK	112

ASSY AGA-1	104
ASSY AGE-2 HD	20
NUT INSULATED HARMON	8
TEST LINK W/PLT & INSUL	225
TEST LINK 2-3/8" INSULATED	1
LABEL RK PNL-MAINTAINER TST SW	1
Relay Comp, B1	5
Plugboard Complete, B1 Relay Mtg Kit	5
Post,Terminal Voltage Test 1E Post	5
CONT RLY FLG #20-16 CRIMP TYPE	50
RLY DPDT 12VDC 5A OCT	1
RLY DPDT 240VAC 10A OCT W/LAMP	2
SCKT RLY 8-PIN OCT SCREW PNLMT	3
WIRE 16AWG/19 TC EPR/PVC BLU	1000
WIRE 10AWG/19 TC EPR/PVC BLU	1000
WIRE 16AWG/19 PVC BLU 3000V	400
WIRE 16AWG/19 PVC GRN 3000V	10
WIRE 20AWG TFZL BLK 600V	10
WIRE 6AWG/19THHN BLK	240
WIRE 6AWG/19 THHN RED	240
WIRE 6AWG/19 THHN GRN	20
CABLE RAW 3/14AWG PWR 300V	50
CONN PLUG L6-15 250V 15A 2P3W	4
ASSY 2WAY TERM BLK W/AAR HARD	20
ASSY TERM STRIP DBL POST 12	16
Ground Post, 5/16	4
LIGHT PO EXT-GEMS	1
PLATE MOUNTING VELCORP PO LT	1
LUG RNG 1/4" 12-10AWG INS BLK	300
TERMINAL RNG #16-14AWG 1/4STUD	200
KIT SM PRTS GENERIC	1
LABEL, DANGER 240 V, 1.75 X 2.	1
THERMOSTAT SPDT REMOTE BULB 8A	1
WRENCH AAR TERMINAL	1
DIODE MR756 RECT 600V 6A	8
Field Material	
CANTILEVER ASSY, 24'RH ALUM MLT	1
HARNESS ASSY, 24' CANT MLT	1
FND SIG 48"H STL 11-11/16"BS	8
KIT FOUNDATION LEVEL BOLT	32
GATE ASSY 3593E CTWT 16-32'	6
GATE MECH, WCH 3593E (EXIT)	2

BASE 5" JCT BOX 11-11/16"	7
BASE 5" JCT BOX DBL 11-11/16"	1
SHROUD F/ 5INCH PRS AL JCT BOX	8
GATE KEEPER SK1000-2W DUAL DIR	4
BRACKET CONVERSION W/CAST ADPT	4
MAST ALUM 5"X16' B0&180 M90R	8
CROSSARM 2W L/LED 24"H/B 5" 06	1
CROSSARM 1W L/LED 24"H/B 5" 05	2
CROSSARM 1W L/LED 24"H/B 5" 07	5
CROSSARM 1W L/LED 24"H/B BK 05	1
CROSSARM 1W L/LED 24"H/B 4" 02	1
CROSSARM 2W L/LED 24"H/B 4" 03	1
LENS LED FLASHING 12" RED -H7	26
HEATER GATE MECH 24VDC 50W WCH	8
BELL LOUD 5" OR 4" MAST MTG	4
PINNACLE 5 MCHINED W/SETSCRW	4
SIGN XING HI NO MTG HDW	9
GATEARM 21-42' UHI VERT W/LED	4
GATEARM 8-16' UHI VERT W/LED	4
SLEEVE 4 ALUMINUM REC #92958	4
GATEARM SLEEVE ALUM 2' REC	4
HIGH WIND BKT W/5"HDW LINCOLN	4
WRENCH TORQUE WCH 3590-K-9	1
CABLE UG 3C4 7X W/GROUND	100
CABLE UG 7 COND #6 AWG SOLID	1550
CABLE UG 7 COND #9 AWG SOLID	1500
WIRE UG TRK #6 AWG DUPLEX	400
TAPE MARKER BURIED RR CABLE	1
ASSY FSS-1B	2
PLATE SHUNT 22"X26"X1/4" GAL	2
SCREW LAG 1/2X4 JOSLYN J8754P	8
BATT GNB 50A19 1 CELL 472AH	20
BATT GNB 50A13 1 CELL 320AH	6
BATTERY TRAY 12" X 38"	5
WIRE #6 SOFT BARE COPPER	55
ROD 3/4 X 8 NON-SECT COP GRD	12
CONNECTION SBNT1-181G ONE-SHOT	4
CADWELD ONESHOT 3/4" GR 1 WIRE	8
BOND STRAND 8-STR 3/16" TINNED	125
BOOTLEG BOND W/COUPLER KIT	8
TAPE ELECTRICAL 3M #33+ 3/4"	3
TAPE ELECTRICAL 3M #130-C	3

COMPOUND INSULATING ELECTRIC	1
HOSE RUBBER 3/4"	40
STAPLE GROUND WIRE 1-1/16"X3"	12
TIE CABLE .184 X 7.31" HIG T	20
CABLE TIE TY-RAP 342MM W/ INOX BARB	20
WIRE 12AWG STRD TC BLU	1600
LUG RNG 1/4" 12-10AWG INS BLK	85
WIRE TC BLUE 6AWG 600V	200
LUG RNG 1/4 6AWG AMP ONLY	35
TEST LINK 1"OFFSET W/INSUL MOD	125
NUT TEST 14-24 GOLD PLTD BRASS	125
LUG RNG 1/4 12-10AWG AMP ONLY	300
STAPLE COPPERWELD 3/8 X 1-3/4	75
GREASE RUST PREVENTIVE NO OXID	4
SLEEVE NICO 3/16"-#6 AWG REDUC	4
TUBING HEAT SHRINK AMP 12" PC	2
CLIP TRACK WIRE RETAINER	8
COMPOUND DUCT SEAL 5 LB PLUG	6
PADLOCK SIGNAL CASE	15
Sign, ENS	2
MOUNTING HDW 5" F/CROSSBUCK	7
Field Cable Tag Kit	1



Example of 4 quadrant gates.

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS: LGL ORD1 Amy-Bill-Food and Liquor Tax Amendment-EXP.pdf
LGL ORD1 Amy-Bill-Food and Liquor Tax Amendment-CB xg.pdf

An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter.

Explanation: An amendment is necessary to allow motorized food vendors to pay taxes imposed by Section 31-7102 of the Moline Code of Ordinances on the same schedule followed for payment and reporting to the Department of Revenue ("Department"). Currently, Motorized Food Vendors ("Vendors") may be required to pay and file an ST-1 form with the Department on a monthly, quarterly, or annual basis, while the City of Moline requires monthly payments with a copy of the Vendor's ST-1 form which was filed with the Department. Full compliance with Moline's monthly reporting requirements is impossible for Vendors paying the Department on a quarterly or annual basis.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 31, "TAXATION," of the Moline Code of Ordinances, by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter.

WHEREAS, the City of Moline ("City") is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, an amendment is necessary to allow motorized food vendors to pay taxes imposed by Section 31-7102 of the Moline Code of Ordinances on the same schedule followed for payment and reporting to the Department of Revenue ("Department"); and

WHEREAS, currently, Motorized Food Vendors ("Vendors") may be required to pay and file an ST-1 form with the Department on a monthly, quarterly, or annual basis, while the City of Moline requires monthly payments with a copy of the Vendor's ST-1 form which was filed with the Department; and

WHEREAS, full compliance with Moline's monthly reporting requirements is impossible for Vendors paying the Department on a quarterly or annual basis.

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

Section 1 – That Chapter 31, "TAXATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 31-7102, "TAX AND REPORT TRANSMITTAL," in its entirety and enacting in lieu thereof one new Section 31-7102 entitled "TAX AND REPORT TRANSMITTAL," dealing with the same subject matter, which shall read as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough)**~~:

"**SEC. 31-7102. TAX AND REPORT TRANSMITTAL.**

(a) The owner and operator of each prepared food facility or liquor facility within the City of Moline shall transmit to the director of finance of the City of Moline for receipt by said officer, no later than the last day of each calendar month, for tax owing for the previous month, accompanied by a report upon forms supplied by said finance department, indicating the gross receipts from the facility along with payment to the City of all taxes imposed by this article which are due and owing. **Motorized Food Vendors shall be allowed to pay taxes imposed by this article on the same schedule followed for payment and reporting to the Department of Revenue, if they provide documentation that the Department of Revenue follows a payment schedule other than monthly for their particular business.**

(b) The prepared food and liquor tax form shall be accompanied by a copy of the ST-1 form filed with the Illinois Department of Revenue for sales within the City of Moline."

Section 2 – All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to the provisions of this Ordinance.

Section 3 – This ordinance and every provision thereof shall be considered severable. If any word, phrase, clause, sentence, paragraph, provision, section, or part of this Ordinance is found to be void, unconstitutional, or otherwise unenforceable, all remaining portions of this Ordinance not so declared void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 4 – This Ordinance will be in full force and effect upon passage, approval and publication in pamphlet form in the manner provided by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance amending Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS:

EXE ORD1 Stephanie-Bob-Amending Chapter 22 Tobacco License Cap Class B-Rosy's Watering Hole LLC-EXP.pdf
EXE ORD1 Stephanie-Bob-Amending Chapter 22 Tobacco License Cap Class B-Rosy's Watering Hole LLC-CB xg.pdf
EXE ORD1 Stephanie-Bob-Amending Chapter 22 Tobacco License Cap Class B-Rosy's Watering Hole LLC-ATT1 (NightLife Vending Business Plan).pdf
EXE ORD1 Stephanie-Bob-Amending Chapter 22 Tobacco License Cap Class B-Rosy's Watering Hole LLC-ATT2 (Map).pdf

An Ordinance amending Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.

Explanation: In 2023, the City Council amended Moline Code of Ordinances Section 22-1105(b) to establish a cap of 48 active tobacco licenses, the number in effect at that time. The cap decreases as licenses lapse due to non-renewal, revocation, or other means, and any new application exceeding the current number of active licenses requires City Council approval. This policy aims to regulate the number of tobacco licenses and promote business diversity. As a result, all tobacco license applications now require City Council review and approval. Although the original 48 licenses were grandfathered in, the amendment created a floating cap based on active licenses at any given time. On January 21, 2025, the Council further amended the Code to create three license categories: Class A (Principal Tobacco Dealer), Class B (Incidental Tobacco Dealer), and Class C (Head Shop).

NightLife Vending LLC has requested approval to install an age-restricted nicotine vending machine inside Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole, located at 1731 7th Street. The vending system includes electronic age-verification technology, controlled placement within the establishment, and direct owner/manager supervision during business hours. If the City Council approves the Class B license request, Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole, will serve as the license holder.

Staff Recommendation: Refer to City Council for policy consideration on the cap.
Fiscal Impact: $100 annual license fee

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," by increasing the number of Class B Incidental Tobacco Dealer's Licenses in the City of Moline at the request of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.

WHEREAS, the City of Moline ("City") is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, the City has the power, by general ordinance or resolution, to determine the number of licenses for sale at retail of tobacco and to establish such further regulations and restrictions upon the issuance of and operations under local licenses, not inconsistent with law, as the public good and convenience may require, pursuant to 35 ILCS 143 et seq.; and

WHEREAS, in order to increase the number of available tobacco licenses, the Mayor and City Council may amend the number of Class B Incidental Tobacco Dealer's Licenses pursuant to Section 22-1105 of the Moline Code of Ordinances; and

WHEREAS, Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole ("Applicant"), located at 1731 7th Street, Moline, Illinois, wishes to apply for a Class B Incidental Tobacco Dealer's License and is requesting that the City Council increase the number of current licenses to accommodate said application; and

WHEREAS, the City Council has reviewed the number of tobacco licenses issued in the City and has determined that it is desirable, and in the City's best interest, to establish the number of licenses as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows, with the foregoing recitals incorporated as if fully set forth herein:

Section 1 – That within Chapter 22, "OFFENSES MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-1105, "TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS," the number of Class B Incidental Tobacco Dealer's Licenses to be issued is increased by one to accommodate the application of Rosy's Watering Hole Inc., d/b/a Rosy's Watering Hole.

Section 2 – All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to the provisions of this Ordinance.

Section 3 – This Ordinance and every provision thereof shall be considered severable. If any word, phrase, clause, sentence, paragraph, provision, section, or part of this Ordinance is found to be void, unconstitutional, or otherwise unenforceable, all remaining portions of this Ordinance not so declared void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 4 – This Ordinance will be in full force and effect upon passage, approval and publication in pamphlet form in the manner provided by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

BUSINESS PLAN AND COMPLIANCE PACKET

Nicotine vape vending plan for licensed bar placement in Moline, Illinois.

Prepared by **NightLife Vending LLC** for city-council and licensing review. This packet focuses on lawful operating structure, compliance controls, and initial nicotine-only product scope.

Nicotine only	21+	Supervised
limited product scope	ID-gated purchase flow	controlled bar placement

Purpose of packet	To present a clean business and compliance plan for a nicotine-only vending operation proposed inside a qualifying on-premise alcohol establishment in Moline.
Included in this packet	Business model, legal framework, public-safety controls, and a proposed nicotine product list.
Not included	Revenue projections, promotional copy, or consumer pricing not needed for municipal review.

1. Business Plan Overview

NightLife Vending LLC proposes a controlled nicotine-vending operation inside a qualifying bar or tavern in Moline. The model is built around sealed nicotine products, adult-only access, supervised placement, and centralized operator management.

Business purpose

Provide adult patrons lawful access to sealed nicotine products in a controlled bar environment without expanding the venue into a full tobacco store.

Operating model

NightLife Vending owns the machine and inventory, installs and services the unit, manages stocking and maintenance, and monitors the machine remotely.

Site conditions

Placement is limited to a qualifying on-premise alcohol establishment. The machine is intended for a visible, supervised part of the premises and will not be activated until the correct local and state path is confirmed for that site.

Inventory scope

Only sealed nicotine products will be stocked. No food, beverages, cannabis items, THC, Delta products, CBD, kratom, or unrelated merchandise will be offered through the machine.

Implementation sequence

1. Site review
Confirm the selected bar location, floor area, visibility, and supervision conditions.

2. License-path check
Confirm the applicable city tobacco-license requirements for that premises before launch.

3. Machine programming
Load approved products and test the verification and payment flow.

4. Install and activate
Install only after approval conditions are satisfied and the host venue signs off on final placement.

Requested review path
Review the business plan, confirm the applicable city tobacco-license path for the selected premises, and authorize launch only after the required city and state conditions are satisfied.

2. Legal and Licensing Framework

The plan is structured around current Illinois vending-machine rules for nicotine products, federal 21-plus sales restrictions, and Moline's tobacco-dealer licensing framework.

Illinois vending rule	Illinois allows tobacco products, electronic cigarettes, and alternative nicotine products in a vending machine only if they are not mixed with non-tobacco goods other than matches and the machine is either in a place where people under 21 are never allowed or where alcohol is sold and consumed on the premises and the machine is under the direct supervision of the owner or manager.
Federal age minimum	Sales are limited to adult consumers age 21 and over. The operating plan uses a mandatory ID-based transaction gate rather than relying on visual age checks.
Moline city licensing	Moline requires a tobacco dealer's license for retail sale within the city. The code describes a Class B incidental tobacco dealer's license for establishments selling these products other than a retail tobacco store.
Site-specific control	Moline's code provides that a tobacco dealer's license is tied to the named location and may not be used at another premises or transferred to a different entity without reapplication.

Reference points used for this plan
Illinois Tobacco Products Act: 720 ILCS 675/1(b)
City of Moline Code of Ordinances: Section 22-1105
FDA Tobacco 21 retail-sales guidance

Important note
This packet is a practical business-plan summary for municipal review. It is not a legal opinion, and the final launch should follow the exact licensing and site-approval direction provided by the City for the selected premises.

3. Compliance and Public-Safety Controls

The operating plan is designed to keep the machine controlled, traceable, and limited to lawful nicotine products intended for adult use. The focus is on access control, product integrity, and clear coordination with venue management.

Built-in control points

- Government ID scan required before purchase
- Fake ID detection functionality built into the age-verification flow
- Adult-use transaction gate for every sale
- Cashless payment flow for clearer transaction records
- Remote monitoring of inventory and machine status
- Steel cabinet with lockable hardware

Venue coordination requirements

- Place the machine in a visible, supervised area of the premises
- Keep placement tied to the approved site plan
- Coordinate access for restocking and maintenance
- Maintain general management awareness of the machine area
- Do not activate the machine before approval conditions are satisfied

Allowed product scope
Sealed nicotine vape products and nicotine pouches sourced from lawful wholesalers and stocked in original retail packaging.

Not offered through the machine
THC, Delta-8, cannabis products, CBD, kratom, beverages, snacks, supplements, and other general merchandise.

Pre-launch checklist
1. Confirm premises and placement area.
2. Confirm applicable city tobacco-license path.
3. Program age-verification, fake-ID detection, and payment controls.
4. Load approved nicotine-only inventory.
5. Install, test, and activate after approval.

4. Proposed Nicotine Product List

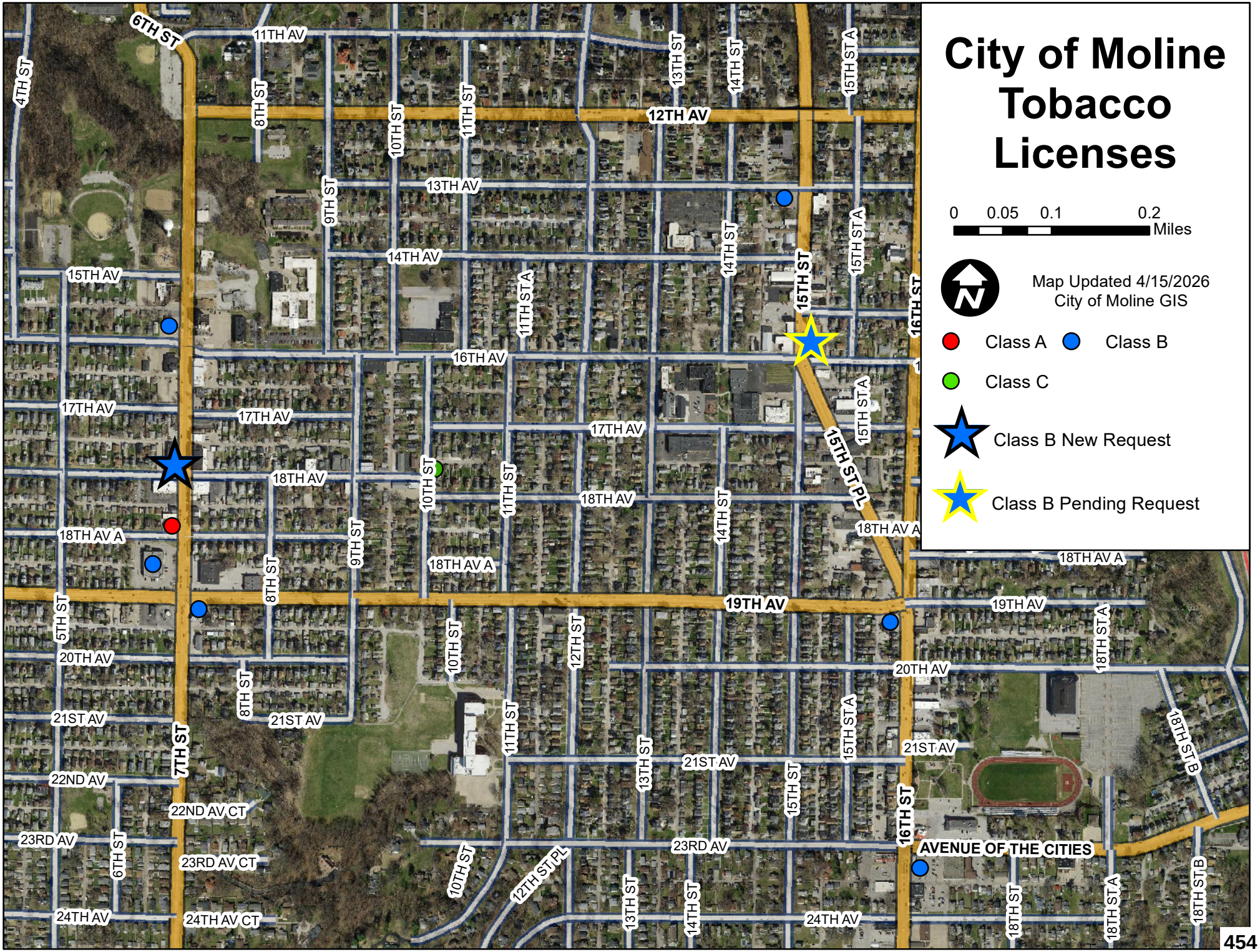
Initial inventory is intended to remain limited to nicotine-only products for adult consumers. Final stocked SKUs may vary based on lawful wholesale availability and venue approval, but the product mix will stay within the brand families below.

Disposable nicotine vape brands	Geek Bar Lost Mary Elf Bar / EBDesign Fume HQD RAZ Vape Nexa Foggers Off-Stamp
Nicotine pouch brands	ZYN ON! Rogue VELO Juice Head FRE Lucy
Product condition	Sealed retail packaging only; stocked and maintained by the operator.
Inventory note	Final flavors, strengths, and individual SKUs may vary by lawful wholesale availability and site approval.

Products not contemplated for sale
THC, Delta-8, cannabis products, CBD, kratom, energy products, beverages, snacks, and unrelated general merchandise.

NightLife Vending LLC
Dubuque, Iowa
nightlifevending12@gmail.com
563-207-1130

Prepared for review
City of Moline, Illinois
Proposed licensed bar placement
Nicotine-only vending plan


City of Moline
Tobacco
Licenses
0 0.05 0.1 0.2
Miles
Map Updated 4/15/2026
City of Moline GIS
Class A
Class B
Class C
Class B New Request
Class B Pending Request
6TH ST
11TH AV
12TH AV
13TH AV
14TH AV
15TH AV
16TH AV
17TH AV
18TH AV
18TH AV A
19TH AV
20TH AV
21ST AV
22ND AV
22ND AV CT
23RD AV
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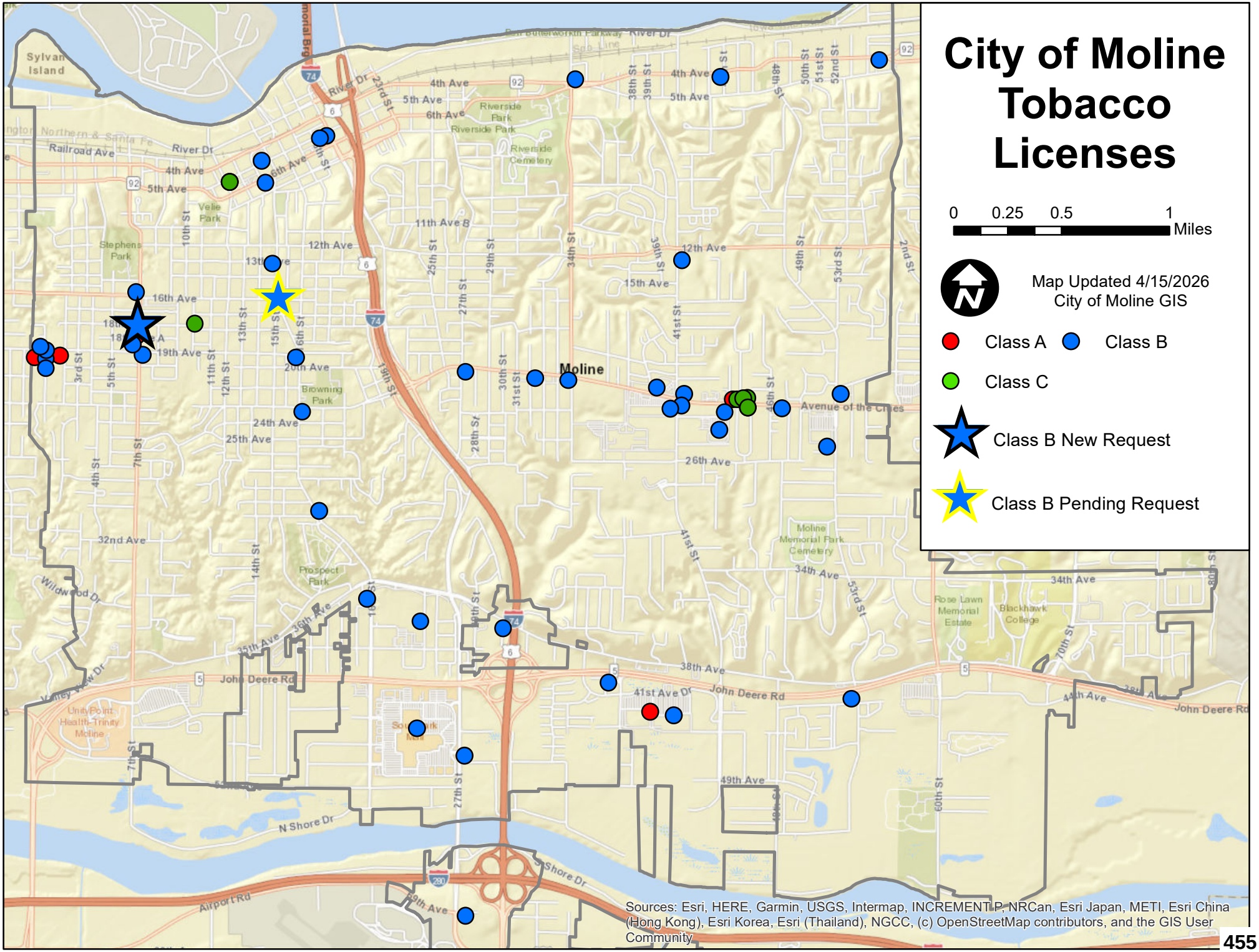
12TH ST PL
AVENUE OF THE CITIES


City of Moline Tobacco Licenses
0 0.25 0.5 1
Miles
Map Updated 4/15/2026
City of Moline GIS
Class A
Class B
Class C
Class B New Request
Class B Pending Request
Moline
Sylvan Island
River Dr
Railroad Ave
4th Ave
5th Ave
6th Ave
Riverside Park
Riverside Cemetery
Velie Park
Stephens Park
Browning Park
Prospect Park
Moline Memorial Park Cemetery
Rose Lawn Memorial Estate
Blackhawk College
UnityPoint Health-Trinity Moline
John Deere Rd
N Shore Dr
Airport Rd
Avenue of the Cities
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

City of Moline Tobacco Licenses

DBA - *NEW REQUESTS*	BUSINESS LOCATION	CLASS
CASEY'S TAVERN	1512 15TH ST MOLINE, IL 61265	B
ROSY'S WATERING HOLE	1731 7TH ST MOLINE, IL 61265	B

DBA - *EXISTING LOCATIONS*	BUSINESS LOCATION	CLASS
ESSENTIALS	4301 AVENUE OF THE CITIES MOLINE, IL 61265	A
GREENLEAF TOBACCO & VAPE	3824 44TH AVE DR MOLINE, IL 61265	A
GREENLEAF TOBACCO & VAPE	106 19TH AVE 90 MOLINE, IL 61265	A
JB HAWKS	180 19TH AVE MOLINE, IL 61265	A
WELLNESS CONVENIENCE STORE	1825 7TH ST MOLINE, IL 61265	A
AMAN FOOD AND GAS INC.	1830 5TH AVE MOLINE, IL 61265	B
BIG 11 MART	2250 53RD ST MOLINE, IL 61265	B
BROKEN SADDLE	1417 5TH AVE MOLINE, IL 61265	B
CENTRAL STORE	1810 5TH AVE SUITE D MOLINE, IL 61265	B
CO OP TAPES & RECORDS	3727 AVENUE OF THE CITIES MOLINE, IL 61265	B
CU FOOD & LIQUOR (DANPHE INC)	4322 4TH AVE MOLINE, IL 61265	B
DERBY CITY GROCERY	4608 AVENUE OF THE CITIES MOLINE, IL 61265	B

DOLLAR GENERAL #4054	5420 4TH AVE MOLINE, IL 61265	B
DOLLAR GENERAL #9464	2250 41ST ST MOLINE, IL 61265	B
EAGLES NEST	1404 6TH AVE MOLINE, IL 61265	B
EXOTIC IMPORTS	4500 16TH ST WR 2 MOLINE, IL 61265	B
EXPRESS LANE	3140 AVENUE OF THE CITIES MOLINE, IL 61265	B
EXPRESS LANE	702 19TH AVE MOLINE, IL 61265	B
FAMILY DOLLAR #24509	2000 1ST ST A MOLINE, IL 61265	B
FAREWAY STORES	3705 25TH ST MOLINE, IL 61265	B
FIVE STAR LIQUOR & FOOD	3328 AVENUE OF THE CITIES MOLINE, IL 61265	B
HY-VEE	4218 AVENUE OF THE CITIES MOLINE, IL 61265	B
HY-VEE FAST & FRESH	4228 AVENUE OF THE CITIES MOLINE, IL 61265	B
JEWEL EXPRESS #3122	1902 1ST ST A MOLINE, IL 61265	B
KRISHU CONVENIENCE STORE INC.	1901 16TH ST MOLINE, IL 61265	B
MART STOP	3401 4TH AVE MOLINE, IL 61265	B
ODC QC LLC	1200 5TH AVENUE MOLINE, IL 61265	B
OSCO DRUG #122	2014 1ST ST A MOLINE, IL 61265	B

PREET MINI MART	2704 69TH AVE CT MOLINE, IL 61265	B
QC MART	1300 41ST ST MOLINE, IL 61265	B
RISING SUN MART	5211 25TH AVE CT MOLINE, IL 61265	B
RIYA 1 LLC	4100 AVENUE OF THE CITIES MOLINE, IL 61265	B
S & K LLC	5211 44TH AVE MOLINE, IL 61265	B
S&S OIL INC	3750 31ST STREET MOLINE, IL 61265	B
S&S TWINS OIL INC	2302 16TH STREET MOLINE, IL 61265	B
SUPER STOP 1, INC	1525 7TH ST MOLINE, IL 61265	B
SUPER STOP 2, INC	1305 15TH ST MOLINE, IL 61265	B
VANTAGE POINTE	125 19TH AVE MOLINE, IL 61265	B
WALGREEN CO #3633	4000 AVENUE OF THE CITIES MOLINE, IL 61265	B
WALGREEN CO #5720	3601 16TH ST MOLINE, IL 61265	B
WALGREEN CO #6067	555 19TH AVE MOLINE, IL 61265	B
WALMART #2231	3930 44TH AVE DR MOLINE, IL 61265	B
YABBA DABBAS	4416 AVENUE OF THE CITIES MOLINE, IL 61265	B

7-ELEVEN #34466J	4720 27TH ST MOLINE, IL 61265	B
7-ELEVEN #34459B	2702 AVENUE OF THE CITIES MOLINE, IL 61265	B
7-ELEVEN #34458B	2930 16TH ST MOLINE, IL 61265	B
7-ELEVEN #34462J	3718 39TH AVE DR MOLINE, IL 61265	B
AVENUE OF THE CITIES TOBACCO & VAPE	4325 AVENUE OF THE CITIES MOLINE, IL 61265	C
GALAXY GLASS SMOKE SHOP	4437 AVENUE OF THE CITIES MOLINE, IL 61265	C
LOLLYPALOOZA	1718 10TH ST MOLINE, IL 61265	C
ODC QC LLC	1200 5TH AVENUE MOLINE, IL 61265	C
SHAG	4405 AVENUE OF THE CITIES UNIT 1 MOLINE, IL 61265	C
YABBA DABBAS	4416 AVENUE OF THE CITIES MOLINE, IL 61265	C

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," by repealing Division 3, "PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT," in its entirety, to lower the financial burden for economic development projects.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS:
CED ORD1 Savanna-Chris-ED Text Amendment Public Art-EXP.pdf
CED ORD1 Savanna-Chris-ED Text Amendment Public Art-CBxg.pdf
CED ORD1 Savanna-Chris-ED Text Amendment Public Art-ATT (Exhibit A).pdf

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," by repealing Division 3, "PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT," in its entirety, to lower the financial burden for economic development projects.

Explanation: Economic Development staff are recommending a text amendment to remove the public art requirement for private development. The City currently has a requirement that private developers should provide public art along certain corridors in the downtown.

Those corridors are:

1. **19th Street from 7th Avenue to the Riverfront;**
2. **River Drive from 12th Street to 34th Avenue;**
3. **5th/6th Avenue from 6th Street to 23rd Street; and**
4. **12th Street from 6th Avenue to River Drive.**

The developer can meet this by providing public art that the commission approves that is equal at least to one percent of the construction cost, but in no event more than $100,000. They can also provide a financial payment, in lieu of public art, into the fund equal to 80% of this amount. Developers have told City staff that they see this as a tax. This has become a barrier to development and could cause timeliness problems with building permits and certificate of occupancy approvals.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," by repealing Division 3, "PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT," in its entirety, to lower the financial burden for economic development projects.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, the City seeks to remove barriers to economic development; and

WHEREAS, Division 3 of Article IV requires that private developers provide public art or a financial contribution when developing along certain corridors in the Moline Centre; and

WHEREAS, those public art requirements could make economic development more difficult and provide a lengthier building permit and development review process; and

WHEREAS, City staff seeks to remove this public art requirement to support economic development in the City; and

WHEREAS, notice of a public hearing on the City's petition for amendments to Chapter 35 to repeal Division 3 of Article IV in the City of Moline Zoning and Land Development Code, as amended ("Code"), was published in the Dispatch/Rock Island Argus on April 13, 2026; and

WHEREAS, a public hearing was convened by the City Council on April 28, 2026, on which date the City Council closed the public hearing and, pursuant to the findings of fact, attached as Exhibit A, and by this reference, made a part of this Ordinance, recommended approval of the proposed text amendment repealing Division 3 of Article IV.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, pursuant to its home rule powers, as follows:

Section 1 – The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – That Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," is hereby amended by repealing DIVISION 3, "PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT," in its entirety, pursuant to Section 35-2203 of the Moline Code of Ordinances, as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

~~"DIVISION 3. PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENT~~

~~SEC. 35-4300. PURPOSE.~~

~~The purpose of this chapter is to authorize the establishment of guidelines, procedures and standards for the integration of Public Art into new private development projects within the Cultural Corridors. Public Art helps create a more livable and visually stimulating City. The presence of and access to Public Art enlivens the public areas of buildings and their grounds and makes them more welcoming. It creates a deeper interaction with the places where we live, work and visit. A city rich in art encourages cultural tourism which brings in visitor revenues.~~

~~The visual and aesthetic quality of development projects has a significant impact on property values, the local economy and vitality of the city. Public Art illuminates the diversity and history of a community, and points to its aspirations for the future. A wealth of art and culture in the public realm will foster the economic development of the community.~~

~~To achieve these goals, Public Art should be integrated into development projects within the Cultural Corridors. For best results, consideration of public art should be integrated into project planning at the earliest possible stage, and the selected artist should become a member of the project's design team early in the design process.~~

~~SEC. 35-4310. DEFINITIONS.~~

~~As used in this Division 3, the following words and phrases will have the meanings set forth below, and such other capitalized words and phrases will be as defined in Chapter 2, Article 1, Section 2-1111, and Chapter 2, Article IV, Division 9.:~~

~~Addition means an extension or increase in floor area or height of a building or structure.~~

~~Alteration means any construction or renovation to an existing structure other than repair or addition.~~

~~Cultural Corridors are designated for the following subareas within the Downtown Moline Public Art Program Area:~~

~~1. 19th Street from 7th Avenue to the Riverfront;~~

~~2. River Drive from 12th Street to 34th Avenue;~~

~~3. 5th/6th Avenue from 6th Street to 23rd Street; and~~

~~4. 12th Street from 6th Avenue to River Drive.~~

~~Each of which as specifically designated in Ordinance No. 3022-2021.~~

~~Construction Cost means the total physical development cost of any development project covered by this chapter. Calculations shall be based on construction and site improvement costs as declared on all building permit applications. For purposes of calculating the public art fee, construction costs shall include, but not be limited to, all grading, site improvement, building, plumbing, mechanical, and electrical permit applications for the project.~~

~~Developer means the person or entity that is financially and legally responsible for the planning, development and construction of any development project covered by this chapter, who may, or may not, be the owner of the subject property.~~

~~Development Project means a project in the a Cultural Corridor involving the construction of any new commercial building (including office and retail uses), any mixed use building, residential development project with more than 10 units, or the construction of new tenant improvements in any shell building, an addition to an existing building, or the rehabilitation, renovation, remodeling or improvement of an existing building resulting in the modification, renovation, expansion, reconstruction, or improvement of more than 50% of the gross floor area of the building. To the extent that all or some portion of the new construction include one or more of the following five items, those portions of the project are excluded and not subject to the requirements of this Division 3:~~

~~1. Repair or reconstruction of structures which have been damaged by fire, flood, wind, or other calamity;~~

~~2. Historic preservation or restoration;~~

~~3. Fire sprinkler and other life safety installation work items; and~~

~~4. Any modification, renovation, expansion, reconstruction, or improvement of that is less than 50% of the gross floor area of the building.~~

~~Director means the Director of Community and Economic Development, or his or her designee.~~

~~Installation Date means the actual date on which the public art is installed on site.~~

~~Public Art Contribution means the dollar amount equal to 80% of one percent of the Construction Cost of a Development Project. In the case of a mixed-use Development Project, the Public Art Contribution will be calculated only on the Construction Cost for the non-residential component of that Development Project. [Example: ($100,000Construction Cost x .01 = $1,000) x 0.8 = $800 Public Art Contribution]~~

~~Public Art means a work of art that is visible and accessible to the public for a minimum of 40 hours per week. Public Art may include sculpture, painting, installations, photography,~~

video, works of light or sound, or any other work or project determined by the Public Art Commission to satisfy the intent of this Chapter, provided, however, that none of the following shall be considered Public Art:

1. Objects that are mass produced of standard design, such as banners, signs, playground equipment, benches, statuary, street or sidewalk barriers, or fountains;

2. Reproduction, by mechanical or other means, of original works of art, except as incorporated into film, video, photography, printmaking or other derivative works as approved by the Public Art Commission;

3. Decorative, architectural, or functional elements that are designed by the building architect or landscape architect as opposed to an artist commissioned for this purpose; or

4. Landscape architecture or gardening, except where these elements are designed by an artist and are an integral part of a work of art.

Public Place means any exterior area on private property which is clearly visible to the general public. The area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.

SEC. 35-4315. PUBLIC ART REQUIREMENT; PUBLIC ART INSTALLATION PROCEDURES.

(a) The Developer of a Development Project will install Public Art on the Development Project site in a Public Place as recommended by the Public Art Commission and as approved by the Corporate Authorities. The cost of the Public Art must be equal at least to one percent of the construction cost, but in no event more than $100,000.00. The creator of Public Art shall be an artist. Public Art shall be displayed in a manner that will enhance its enjoyment by the general public. As an alternative to on-site installation of Public Art, the developer may:

(1) Request that the Public Art Commission consider and recommend approval to the Corporate Authorities of placement of Developer-funded Artwork in a Public Place identified in the Public Art Master Plan; or

(2) Pay a Public Art Contribution to be deposited into the Public Art Acquisition and Maintenance Fund. The Public Art Contribution must be paid as follows:

50% at the time of building permit issuance; and

50% at the time certificate of occupancy issuance.

(3) Subject to the recommendation of approval by the Public Art Commission and approval by the Corporate Authorities, install Public Art on the Development Project site

~~**that has a value lower than the Public Art Contribution amount and make an in-lieu Public Art Contribution for the difference between the value of the Public Art and the required Public Art Contribution value.**~~

~~**(b) Prior to obtaining a building permit for construction of the Development Project, the developer must demonstrate compliance with the requirements of this Division 3 in one of the following ways:**~~

~~**(1) Payment of the full amount of the Public Art Contribution; or**~~

~~**(2) Written proof to the Director of a contract to commission or purchase and install Public Art previously recommended for approval by the Public Art Commission and approved by the Corporate Authorities. The Developer will be required to deposit performance security, in an amount determined by the Director, to be adequate to secure faithful performance of the Public Art Commission and installation in a form acceptable to the City Attorney. The performance security must be accompanied by a written acknowledgment by the Artist and Developer, in a form approved by the Director, that the Public Art complies with the following:**~~

~~**i. Will be designed by an Artist.**~~

~~**ii. Require a low level of maintenance and the proposed maintenance provisions will be adequate for the long-term integrity and enjoyment of the Artwork, and in all events consistent with the Policy and Procedure for Maintenance approved pursuant to Ordinance No. 3022-2021 on August 31, 2021. The property owner will enter into a maintenance agreement with the City to be recorded against the property to ensure proper maintenance is performed as determined by the Director and in a form acceptable to the City Attorney.**~~

~~**iii. Will be permanently affixed to the property except in the case of a "contributing" building in the Moline National Register Historic Commercial District, which may require specialized installation to the satisfaction of the Director.**~~

~~**iv. Will be maintained by the owner or his or her successor in interest in a manner acceptable to the City.**~~

~~**v. Will meet all applicable building code requirements.**~~

~~**(c) The Developer will provide the Director with proof of installation of the approved Public Art at an approved Public Place on the Development Project site prior to the issuance of a certificate of occupancy.**~~

~~**(d) Title to Public Art installed pursuant to this Division 3 on private property will be vested in the property owner and pass to the successive owners of the property. Each successive owner will be responsible for the custody, protection and maintenance of the Public Art.**~~

~~**(c) If, for any reason, the current property owner or successor in interest chooses to replace any Public Art installed pursuant to this Division 3, the following requirements must be met before the Public Art is replaced:**~~

~~**(1) The replacement Public Art must be reviewed and recommended for approval by the Public Art Commission and approved by the Corporate Authorities.**~~

~~**(2) The cost of the replacement Public Art will be equal to, or greater than, the inflation adjusted cost of the existing Public Art to be removed.**~~

~~**(3) The replacement Public Art must be located at the same Public Place or another Public Place on the property.**~~

~~**(4) The replacement Public Art must be installed within 21 days of the removal of the existing Public Art piece, unless the period is extended by the Director.**~~"

Section 3 - That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 – That all prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 5 – 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

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

EXHIBIT A — FINDINGS OF FACT

In accordance with the Moline Zoning and Land Development Code, Section 35-2203(c), Rezoning Approval Criteria, the City Council enters the following findings of fact into the record:

(1) ***Whether the existing text or zoning designation was in error at the time of adoption;***

The existing text was not in error at the time of adoption and was consistent with the Comprehensive Plan. However, subsequent economic development negotiations have proven difficult with this requirement included in the Code.

(2) ***Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;***

The change in character throughout the City is that development is much more expensive than it used to be. Construction, interest and building materials have led to a housing shortage due to the high cost of development. This is not a change in the City specifically but a change that applies to development throughout the whole country.

(3) ***Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;***

The proposed text amendment will not be incompatible with the area or zoning district based on any of these factors or adverse impacts.

(4) ***Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines;***

The text amendment will help support development throughout the downtown, in conformance with the Comprehensive Plan.

(5) ***Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;***

N/A

(6) ***Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;***

N/A

(7) ***Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning;***

There is a need for more housing and development in our downtown and this text amendment will support that.

AGENDA ITEM DETAIL
May 12, 2026

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," DIVISION 2, "INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS," Section 35-4210, "MAINTENANCE GUARANTEES AND SECURITY," regarding bonding requirements for infrastructure and public improvements in public right of way.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS:
CED ORD2 Savanna-Chris-ED Text Amendment Maintenance and Security-EXP.pdf
CED ORD2 Savanna-Chris-ED Text Amendment Maintenance and Security-CB xg.pdf
CED ORD2 Savanna-Chris-ED Text Amendment Maintenance and Security-ATT (Exhibit A).pdf

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," DIVISION 2, "INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS," Section 35-4210, "MAINTENANCE GUARANTEES AND SECURITY," regarding bonding requirements for infrastructure and public improvements in public right of way.

Explanation: Economic Development staff are recommending a change to the City's bonding requirements for accepted work on public right of way. On recent projects, there has been some confusion during negotiations on what the City's bonding requirements are, and City staff want to clarify and amend these requirements. Currently, any public improvement on right of way that is constructed by a private developer must be permitted and inspected by the City's Engineering Department. The developer provides a financial guarantee of 110% of the value of the work until the improvements are installed and accepted by the City. After the improvements are accepted, there is a maintenance period of at least one year. The Code requires that the developer provide a financial guarantee of 20% during this one-year maintenance period. Staff find this 20% amount has been a development barrier, is too high and ask that this amount be lowered to 10%. CED staff worked with the Engineering Department, and they also agree that this lowered amount would be acceptable.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," DIVISION 2, "INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS," Section 35-4210, "MAINTENANCE GUARANTEES AND SECURITY," regarding bonding requirements for infrastructure and public improvements in public right of way.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, the City seeks to amend and update the ordinances regulating bonding requirements for infrastructure and public improvements in public right of way, in Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, the financial guarantee mechanism and the amount of the security have been an issue in economic development negotiations; and

WHEREAS, CED staff have worked with the Director of Engineering to confirm that this amended amount will be satisfactory on future projects; and

WHEREAS, the amendments would lessen the burden for developers by lowering the amount of the financial security from 20% to 10% for work that has already been accepted by City Engineering staff; and

WHEREAS, notice of a public hearing on the City's petition for amendments to amend Section 35-4210 of the Moline Zoning and Land Development Code, as amended ("Code"), was published in the Dispatch/Rock Island Argus on April 13, 2026; and

WHEREAS, a public hearing was convened by the City Council on April 28, 2026, on which date the City Council closed the public hearing and, pursuant to the findings of fact, attached as Exhibit A, and by this reference, made a part of this Ordinance, recommended approval of the proposed text amendment concerning bonding requirements for infrastructure and public improvements in public right of way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, pursuant to its home rule powers, as follows:

Section 1 – The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – That Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE IV, "DEVELOPMENT STANDARDS," DIVISION 2, "INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS," Section 35-4210, "MAINTENANCE GUARANTEES AND SECURITY," is hereby amended, pursuant to Section 35-2203 of the Moline Code of Ordinances, to amend the following definitions, as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

"SEC. 35-4210. MAINTENANCE GUARANTEES AND SECURITY.

(a) **PURPOSE.** Maintenance guarantees and security are required for the purpose of ensuring that infrastructure and public improvements are properly constructed and remain in sound condition for a reasonable period of time after construction or installation.

(b) **TIMING.** A maintenance guarantee and required security must be in place before any required performance security is released.

(c) **TERM OF AGREEMENT.** The maintenance guarantee agreement must run and be in force for a term of at least one year from the date of release of the performance security.

(d) **AGREEMENT.** Required maintenance guarantees must stipulate that the developer guarantees the satisfactory condition of required infrastructure and improvements for the term of the maintenance guarantee and agrees to correct any defects that may arise during the term of the maintenance agreement.

(e) **AMOUNT OF SECURITY.** The amount of the maintenance security must be at least ~~**20**~~**10**% of the total cost of all required infrastructure and improvements. The estimated cost of the required improvements must be itemized and certified by the developer's Illinois licensed registered professional engineer. Cost estimates must be based on industry norms within Moline.

(f) **USE OF SECURITY.** If required infrastructure and improvements are found to be defective, the City may perform the replacement or repairs utilizing the maintenance security to fund the work. Prior to performing required repairs or replacement, the City engineer must notify the developer by certified mail of the intent to utilize the maintenance guarantee security. If the developer has not performed the maintenance within 90 days of the date that notice is mailed, the City is authorized to take the steps necessary to perform the work and utilize the maintenance guarantee security to fund the work. If the cost of repairs/replacement exceeds the security amount, the developer is liable for payment of all excess costs.

(g) **RELEASE OF SECURITY.** All remaining security funds must be released at the end of the guarantee period."

Section 3 - That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 – That all prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 5 – 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

May 19, 2026
Date

Passed: May 19, 2026

Minutes Approved: June 9, 2026

Attest: _____
City Clerk

EXHIBIT A — FINDINGS OF FACT

In accordance with the Moline Zoning and Land Development Code, Section 35-2203(c), Rezoning Approval Criteria, the City Council enters the following findings of fact into the record:

(1) ***Whether the existing text or zoning designation was in error at the time of adoption;***

The existing text was not in error at the time of adoption and was consistent with the Comprehensive Plan. However, subsequent economic development negotiations have proven difficult with this requirement being 20% of the value of the work.

(2) ***Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;***

The change in character throughout the City is that development is much more expensive than it used to be. Construction, interest and building materials have led to a housing shortage due to the high cost of development. This is not a change in the City specifically but a change that applies to development throughout the whole country.

(3) ***Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;***

The proposed text amendment will not be incompatible with the area or zoning district based on any of these factors or adverse impacts.

(4) ***Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines;***

The text amendment will help support development throughout the downtown, in conformance with the Comprehensive Plan.

(5) ***Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;***

N/A

(6) ***Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;***

N/A

(7) ***Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning;***

There is a need for more housing and development in our downtown and this text amendment will support that.

Docusign Envelope ID: 69DC1581-3E58-846A-82A5-96049A75E651

Department _____

Contact _____

Phone _____

Date _____

☐ Sole Source or ☑ Preferred Vendor Justification Approval Form (Please check one)

Complete this form when: 1) only one source is available for goods or services requested or when only one product will meet your needs; or 2) a preferred vendor is being requested based on previous history of providing 800very specialized goods or services to the City. Respond to all questions that apply. Please complete and place in the S:Drive under Pending Purchase Approvals. If more space is needed, please attach additional page(s).

PURCHASE INFORMATION

1. Provide Estimated Price.
   $32,370

2. Provide name, manufacturer, and model number of item being purchased or the services to be purchased.
   Uniforms and Rugs/Floor Mats

3. Provide Description of requested items or services and their purpose(s). Add additional sheet if needed.
   Uniforms and Rugs/Floor Mats

4. Reason(s) for requesting a sole source purchase:
   - □ Original manufacturer or provider; no other local distributors exist.
   - □ Only local distributor for the original manufacturer or provider.
   - □ Only known item or service matching the requested needs or performing the intended task.
   - □ Sole provider of a licensed or patented good or service.
   - □ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
   - □ Sole provider or factory-authorized warranty service.
   - □ None of the above applies (Please attach a detailed explanation and justification for this sole source request.)

5. Explain why the product or service requested is the only one that can satisfy your requirements.(**Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this sole source/preferred vendor purchase.)**

   Phelps the Uniform Specialist has provided, laundered and replaced the required City uniforms for the Fleet Mechanics and all rugs and floors mats for City buildings since 2018. They have provided superior customer service and timely concern correction.

6. Will this purchase obligate us to a particular vendor for future purchases? Describe.
   - ☐ Yes
   - ☑ No

7. Identify other sources reviewed and why they are unacceptable. Be specific with regard to specifications. Explain why the price for this product or service is considered fair and reasonable. Attach additional pages if necessary.

   n/a

Docusign Envelope ID: 69DC1581-3E58-846A-82A5-96049A75E651

Sole Source or Preferred Vendor Justification
Approval Form Continued

8. For preferred Vendor purchases, when was the product/service last competitively bid?

In 2018, Phelps was the lowest responsive and responsible bidder to provide the uniform and mat services. Since entering in to the first agreement, Phelps has consistently provided excellent quality uniforms, has corrected any concerns immediately, addressed uniform concerns quickly, and been incredibly responsive to questions and requests. For these reasons, staff is requesting to continue with an additional 5-year, non-automatically renewing contract.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a sole-source or proprietary purchase.

DocuSigned by:
[signature]
City Staff making request

Sarah Mark
Asst. PW Director
Print Name/Title

4/22/2026
Date

DocuSigned by:
Denver Schmitt
Department Head Signature

Denver Schmitt
Public Works Director
Print Name/Title

4/22/2026
Date

PURCHASING USE ONLY

Reviewed by: DocuSigned by: Carol Barnes — **Finance Director**

Date: 4/23/2026

Final Approval by: DocuSigned by: Bob Vitas — **City Administrator**

Date: 4/23/2026

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Phelps | SERVICE AGREEMENT

Customer Name: City of Moline Date: 03/12/2026

(Hereinafter referred to as "Customer")

Delivery Address: 3635 4th Ave.

City: Moline State: IL Zip: 61265

Telephone: 309-524-2384 Fax: Account #:

This Agreement is made on the date above, by and between Phelps Uniform Specialists, Inc., referred to as Company, and the Customer written above, referred to as the Customer.

1. AGREEMENT: Company will furnish Customer with garments and other items and services as set forth on this agreement (the "Product"). The Customer agrees to use the Company as the exclusive provider of the Product for the Customer during the term of this agreement, including renewals. Customer agrees during the term of this agreement, including renewals, to not enter into another agreement with any other provider of some or all of the Product. The Company agrees to deliver the Product in substantial conformance with industry standards for the term of this agreement. Notice of any concerns about quality of the Product that have not been addressed in the normal course of business must be sent by registered letter to the Company's General Manager. Customer acknowledges this agreement with Company supersedes any prior agreement Customer has with the Company to the extent it is for the same Product.

2. SERVICE & PRICE: Fee and charges for the Product are included in Addendum A. The fee for the Product will be owed regardless of whether the Customer requests to not receive the Product or the Product is not needed during the term. No credit or reduction in fee will be issued for Product not needed or used due to sick time, vacation, personal time, or for any other periods of suspension or non-use. Customer agrees to utilize the same style and color of Product for the term of the agreement and renewals unless changes are mutually agreed upon by the parties. Customer may reduce Product only due to decrease in the number of employees in the ordinary course of business; provided that, in no event may (i) the minimum weekly revenue fall below 80% of the highest 13-week average invoice for the term of this Agreement, including renewals, and (ii) any reduction shall not result in the weekly billing amount being less than $45 for weekly service $70 for EOW delivery. Prices are subject to an annual adjustment of 4% per year. Price increases will be on or about each April 1st. Non-rental or direct sale products are not price guaranteed under this agreement. Customer shall be responsible for any sales or use taxes or other governmental impositions of any kind on the amounts owed by Customer to Company under this Agreement.

3. AGREEMENT DURATION: The Customer acknowledges that the Company will be obligated to make a substantial investments in the Product to fulfill this agreement. The term of the agreement shall be for 60 months commencing on the date that the Company commences supply Product. This agreement will automatically renew for successive renewal terms equal to the original duration unless either part cancels this agreement at the end of the initial term, or any subsequent renewal term by giving written notice by certified letter to the other party at least 90 days prior to expiration date of the agreement.

4. PRODUCT: All Product is and will remain the property of the Company and will be cleaned and maintained or replaced by the Company as necessitated by normal wear. The term "normal wear" is defined as any Product remaining in useable or reusable condition having not exceeded the life expectancy for the Product. In the event any Product is lost, stolen, or rendered unusable by fire, acid, paint, neglect, or otherwise due to anything other than normal wear, the Customer will reimburse the Company for the Product at the then current replacement price. Any Product not returned to the Company at the termination of this agreement will be charged to the Customer at the then current replacement cost. Customer will not permit any person to clean, launder or repair any Product other than the Company. Unless specified in Addendum A, the Product supplied under this Agreement is for general use and is not (i) NFPA certified "FR" rated garments flame or fire resistant, (ii) resistant to hazardous chemicals, (iii) contains no special flame resistant or or hazardous chemical resistant features, and (iv) is not hi-res or high visibility, and the Product is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant merchandise is available from Company upon request. Customer warrants that none of the employees, agents or contractors for whom Product is supplied pursuant to this Agreement needs, or is required by law to have, high visibility or flame resistant clothing or clothing that is resistant to hazardous chemicals. Except as expressly provided in this agreement, the Company makes no warranty, express or implied, as to any matter whatsoever, including, without limitation, as to the fire or chemical resistance rating or reflectivity of the Product , any warranty of merchantability, quality, safety or fitness for a particular purpose. Customer is obligated to notify Company in writing if it becomes aware of any toxic or hazardous substance being introduced onto the Product or that may pose a safety, health or environmental hazard or risk, or which requires unique handling, including, but not limited to, Product contaminated or which may be contaminated with lead or other heavy metals, or blood borne pathogens. Customer agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances for which it has not previously notified the Company. Company reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances.

5. SPECIAL MERCHANDISE: Customer agrees to continuously rent "Special Merchandise/ Buyout items" (specified on Addendum A) for the number of months specified in this agreement. All flame resistant, hi-visibility and embroidered garments are subject to buyback if items are not in use for a 24-month period. Garment size 2XL and larger, any long body shirts, 28 inch inseam or shorter, 46" waist and larger, will be assessed a 20% increase in weekly garment rates. All non-stock or custom garments and logo mats are subject to price increase and/or buyback.

6. USE OF PROPERTY: Customer agrees to use only Company supplied products to fill and/or supply Company's dispensers, lockers, cabinets or carts. Customer will have 30 days to return any items billed for URI for credit, after this period no credit will be issued. In the event a new wearer terminates within 180 days of receiving their garments, a $3.50 per garment restocking fee will be assessed.

7. INSURANCE: Customer agrees to pay garment insurance and maintenance fees that are available to offset lost, stolen, damage, buyout, and prep/emblem charges under normal business practices. If Customer does not accept or fails to pay for said programs or insurances, Customer will be responsible for all lost, damage and other applicable charges to Product or other company merchandise. Insurance programs are not valid if customer breaches contract or cancels service at any time.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY: Company shall have no liability to the Customer or any third party for any loss, damage, injury or death caused by any Product or other rental or leased merchandise or use thereof for the duration of the agreement and thereafter prior to acceptance of its return by the Customer. Customer shall indemnify and hold the Company harmless from and against any and all claims, demands, liabilities, losses, damage to or loss of property or injury to or death of any person arising from the use, proper or improper, operation, storage or transportation of the Product at any time after its delivery to the Customer. Customer agrees that, to the fullest extent permitted by law, the Company's liability to the Customer or anyone claiming through the Customer, for any claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to this agreement or the Product, from any causes, including but not limited to negligence, strict liability, or breach of contract or warranty express or implied, of the Company or its officer, directors, employees or agents, shall not exceed the total amount of fees and charges paid by the Customer to the Company under this Agreement for the proceeding twelve month period. The parties waive consequential damages for claims, disputes or other matters in questions arising out of or related to this Agreement or the Products. The provisions of this section shall survive the expiration or termination of this agreement.

9. BREACH OF AGREEMENT: Customer shall pay the Company in the event of a breach of this agreement. Customer will pay liquidated damages in the amount equal to 75% of all the charges that would have been incurred by the Customer for the Product, including all services and items provided herein for the balance of this agreement. The amount will be calculated by using the highest 13-week average in the proceeding twelve-month period. Customer shall also pay Company's attorney fees, expenses and costs in connection with the enforcement of this agreement and collection of all amounts due. This Agreement shall be binding upon heirs, successors, assigns, and representing of the respective parties. The Customer hereby waives all claims against the Company for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other cause beyond the reasonable control of a party; provided that this provision shall not apply to the Company's obligation to make full and timely payments of any amounts due hereunder. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

10. CONTROLLING LAW AND VENUE: This agreement is to be governed by the laws of the State of Illinois, without regard to its conflict of laws provisions. The parties hereby accept and agree that the venue for any dispute under or relating to this Agreement shall be heard in the state or federal courts located in and for Rock Island County, Illinois and accept such venue as the sole and exclusive venue in lieu of any other location.

11. PAYMENT TERMS: ☐ COD ■ Charge ☐ Credit Card ■ ACH

Customer agrees to pay for all service(s) supplied. All charges should be paid within 10 days of the statement of the account. All amounts not paid within 30 days of statement of any account shall be subject to a charge of 1.5% per month on the outstanding balance. Any charge account not paid within 30 days of statement will be placed on ACH or credit card terms. In the even it becomes necessary for the Company to incur collection costs or institute suit to collect any amount due under this agreement, undersigned also agrees to pay collections fees and expenses, including reasonable attorneys' fees and court costs, plus all legal fees if incurred for collection and submits jurisdiction and venue in Muscatine County, IA. Credit Card using customers may be subject to 3% processing fee.

12. NO INFRINGEMENT: Customer hereby acknowledges and agrees that (a) neither Phelps Uniform Specialist, Inc. nor any one on the Company's behalf, advised, suggested, encouraged, or otherwise induced Customer to terminate its relationship with Customer current/ present industrial/supply company (b) Phelps Uniform Specialists, Inc. has informed and encouraged the Customer to carefully review its obligations under any contract with current/present supplier to make sure that Customer terminates its relationship with present/current supplier in accordance with the terms of any such agreements or contracts; and (c) Phelps Uniform Specialists, Inc. will not be liable or responsible for any claims, demands, losses and/or liabilities, relating to the termination of Customer's relationship with current/previous supplier. CUSTOMER INITIALS _____

13. AUTHORITY: Customer has read the foregoing in its entirety and understands all for the terms and conditions, and the person signing on behalf of the Customer warrants to Company that he/she has the authority and power to execute this Agreement on behalf of Customer. After the execution hereof, Customer is bound by all terms and conditions herein.

Signature of Authorized Phelps Representative	*Signature of Authorized Customer Representative* *Date*
Sam Collins 3/24/2026	
Signature of Authorized Phelps Vice President	*Customer Representative Printed Name*
	Sangeetha Rayapati, Mayor

Attest: _____

City Clerk

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Phelps | ADDENDUM A

Customer Name: City of Moline **Date:**

Billing Address: 3635 4th ave

City: Moline **State:** Il **Zip:** 61265

Name & E-mail of Primary Contact: **Telephone:** 309 524 2384

Route: _____ **Day:** _____ **Delivery Frequency:** _____ **Payment Terms:** _____ **Install Date:** _____

Rental Item Description	Inventory	Unit Price	% to Inventory Billing	Weekly Price	Replacement Price
65/35 SP14/24 Ex	13	.19	100	2.47	22.00
Pt60 Nv Pants	13	.19	100	2.47	22.00
C993&Lu200 RNB Jeans	13	.24	100	3.12	25.00
CS412P Polo	11	.25	100	3.25	25.00
Jt50 Jackets	2	.50	100	1.00	39.00
CT10 Coveralls	1	.30	100	.30	35.00
White shop towels	500	.03	100	15.00	.35
3x4 Slate Mat	2	2.00	100	4.00	69.00
3x5 Scraper Mat	1	3.00	100	3.00	129.00
3x10 Slate Mat	1	4.00	100	4.00	150.00
4x8 black logo mat	2	5.50	100	11.00	199.00
Roll towels	14	1.80	100	34.00	25.20
CRT	7	N/C			120.00

OPTIONAL GARMENT PROGRAMS

- ☒ Total Protection Insurance
  - Industrial ..... $ 0.12 ☑ per Garment
  - FR/Special ..... $ 0.60 per Garment
- ☐ Garment Guard Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Premium Prep Plus:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment
- ☐ Loss Protection Insurance:
  - Industrial ..... $ 0.05 per Garment
  - FR/Special ..... $ 0.15 per Garment

All garment insurance programs can be increased and/or canceled by either party with notification. Embroidery is not covered under insurance

X _____
Customer Signature

OTHER UNIFORM PRICING

If you do not have programs the following pricing applies:

- ☐ $ 1.50 Prep charge per item
- ☐ $ 3.50 Restock Fee per item
- ☐ $ 3.50 Per company emblem
- ☐ $ 1.50 Per name emblem
- ☐ $5.50 Size Exchange Charge per Garment
- ☐ $7.50 Style Exchange Charge per Garment
- ☐ $5.75 Embroidery Charge per Garment
- ☐ Any garment over 6XL or S6 waist will be on B/O

AGREEMENT & BILLING REVIEW

- ☒ Service Charge $ 2.50 or _____ %
- ☒ 100% Inventory Billing
- ☒ Stop Min. Delivery Charge $ 45.00
- ☑ Flat good Maintenance Charge 25 ☑ %
- ☑ PGI 10 %
- ☑ 52 Week Billing
- ☐ Tax-Exempt Form
- ☐ COI Special Coverage $

EMBROIDERY INSURANCE

- ☐ Custom Embroidery Program:
  All items.....$ 0.25 per Garment
  (Must have Total Protection)

Service Notes

No Auto Renew - Redlined in #3
Change of Venue to Rock Island County, Illinois #10
Redlined changes to Add in 10 days of Statement #11
Changes Approved by Luke Phelps on 3/11/2026

CUSTOMER INITIALS _____ **COMPANY INITIALS** LP

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of _____ ("***Effective Date***"), and is by and between ECONOMY ROOFING & INSULATING CO., ("***Contractor***") and the CITY OF MOLINE, an Illinois home rule municipal corporation and home rule unit of local government, acting by and through its City Council ("***City***"). The City and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WHEREAS, the City is desirous of retaining the services of Contractor to provide certain services and work in accordance with the terms and conditions set forth herein;

WHEREAS, Contractor will be performing services and work for City in accordance with the following: an Invitation for Bid issued by the City dated April 13, 2025, and the completed proposal of Contractor dated May 8, 2025, which is attached hereto and incorporated herein as **Exhibit A** ("***Scope of Services***"); and

WHEREAS, the Contractor has agreed to honor the project price submitted on June 16, 2025, notwithstanding that price confirmation is required for only forty-five (45) days from the bid opening; and

WHEREAS, the Scope of Services, together with this document, comprise the entire agreement of the Parties and are hereafter collectively referred to as the "***Agreement***"; and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the City and Contractor hereby agree as follows:

1. Work Conducted in Accordance with Agreement. The Contractor shall provide the materials, services, and equipment to fully execute the Scope of Services described in the Agreement. The work shall be furnished and completed in accordance with the Agreement.

2. Standard of Care. The Contractor shall exercise reasonable skill, care and diligence in the completion of the work, and will carry out its responsibilities in accordance with customarily accepted industry practices.

3. Facilitation of Work. The parties mutually understand and agree that the City shall be responsible for the timely delivery of data and support information requested by the Contractor in a manner that will allow the Contractor to perform its services.

4. Term. This Agreement shall commence on the Effective Date and remain in full force and effect upon achieving completion of the project.

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5. Termination. Either Party may terminate this Agreement for cause upon 24 hours' written notice to the other, after giving the non-defaulting Party sixty (60) days to cure any breach. In the event this Agreement is terminated, the Contractor will be paid pro rata for Services through the Termination Date.

6. Compensation. The City agrees to pay the Contractor for the performance of the contract work in the manner set forth in the Agreement. Contractor's compensation for the Work shall be TWO SIXTY-FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($265,300.00).

7. Payment. The City shall pay Contractor for the work only after the Contractor has performed the Contract Work and fulfilled the terms of the Agreement or such portions thereof as have accrued up to the date of invoice presentation. Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act following presentation of an itemized invoice and receipts detailing expenditures. The City shall advise the Contractor in writing of the basis for any disputed portions of the statement or any portions requiring further information or documentation. The Contractor shall keep and maintain time and expense records relating to the services, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. The City shall have the right to examine such records, as it deems necessary upon reasonable notice to the Contractor.

8. Compliance with Law. In performing the Work under the Agreement, the Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply: Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, the Public Bond Construction Act (if applicable), all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall waive any and all rights of contribution against City and to indemnify and hold harmless City and its officers, elected and appointed officials, employees, contractors, volunteers, and agents from and against all claims, damages, losses and expenses, including, but not limited to, reasonable legal fees (including, without limitation, attorneys and paralegals fees, expert fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by, arises out of, or results from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or

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destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which City would otherwise have. Contractor shall similarly protect, indemnify, and hold and save harmless, City, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. Insurance.

a. The Contractor shall keep in force, to the satisfaction of City, at all times during the performance of any work referred to above, insurance coverage of the types and amounts specified in the Scope of Services. If no insurance coverage is so specified, then insurance coverage and amounts shall be as provided in Section 10i. In the event of a conflict between Section 10.j. and the Scope of Services pertaining to insurance coverage, the Scope of Services shall prevail.

b. The Contractor shall have all policies of insurance purchased or maintained in fulfillment hereof name the City of Moline as an additional insured thereunder and the Contractor shall provide City with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of $5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from commencing work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

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Failure to maintain the required insurance may result in termination of this Agreement at City's option.

c. The Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

d. For any claims related to or arising from this Agreement or a party's performance or failure to perform hereunder, Contractor and/or Subcontractor insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor or Subcontractor insurance and shall not contribute with it.

e. Nothing contained in this Agreement is to be construed as limiting the liability of Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. City does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect City, or Contractor or Subcontractor, but are merely minimums. The obligations of Contractor and Subcontractor to purchase insurance shall not, in any way, limit its obligations to City in the event that City should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Contractor's or Subcontractor's insurance.

f. In the event Contractor fails to furnish and maintain the insurance required by this Agreement, the City, upon 7 days written notice, may purchase such insurance on behalf of Contractor or Subcontractor, and Contractor or Subcontractor respectively, shall pay the cost thereof to the City upon demand or shall have such cost deducted from any payments due Contractor. Contractor agrees to furnish to the City the information needed to obtain such insurance.

g. All insurance provided by Contractor or Subcontractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

h. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to City shall be certified mail, return receipt requested.

i. Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation

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endorsement from the insurer. Subcontractors will be required to agree to waiver of subrogation as well.

j. Contractor and any Subcontractor shall keep in force, to the satisfaction of the City, at all times during the performance of any work referred to herein, Workers Compensation, Commercial General Liability Insurance in at least the type and amounts as follows:

(1) Workers' Compensation:

i. State: Statutory
ii. Applicable Federal (e.g., Longshoremen's): Statutory
iii. Employer's Liability
$1,000,000.00 Per Accident
$1,000,000.00 Disease, Policy Limit
$1,000,000.00 Disease, Each Employee

(2) Commercial General Liability:

$1,000,000.00 General Aggregate
$500,000.00 Products Completed Operations Aggregate
$500,000.00 Personal and Advertising Injury
$500,000.00 Each Occurrence
$ 50,000.00 Fire Damage (any one fire)
$ 5,000.00 Medical Expense (any one person)

(3) Professional Liability (Errors and Omissions) Insurance:

i. $1,000,000 Per Occurrence
ii. $2,000,000 Aggregate

11. FOIA. Contractor agrees to maintain, without charge to the City, all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the City under the Freedom of Information Act so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the City and if possible, the City shall request an extension so as to comply with the Act. In the event that the City is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties. Contractor agrees to bear responsibility for compliance with this section by any Subcontractor as well.

12. Prevailing Wage. The Prevailing Wage Act applies to this Agreement. Accordingly, Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post

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the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the City as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the City against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions.

13. Payment and Performance Bond. Prior to commencing work, Contractor shall submit a Payment and Performance Bond in the amount of 100 percent of the total contract price, in accordance with acceptable standards with good and sufficient securities for the performance and payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise, issued by a company licensed with and by the State of Illinois. Should the Contractor default on any requirement of the Contract resulting in cancellation by the City, the proceeds from the payment and performance bond will be used by the City as a penalty for non-compliance. Any payment and performance bond submitted shall be deemed to include all statutory language required by the Public Construction Bond Act.

14. Venue; Enforcement. Venue for any dispute arising under this Agreement shall be solely in a court with primary jurisdiction over Rock Island County, Illinois, and each party hereby waives any objection or right to object to such forum as being inconvenient or incorrect. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the City on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.

15. Further Assurances. Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the City, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the City for the purpose of or in connection with goods and services described in the Agreement.

16. Conflicts. Except as otherwise explicitly provided herein, any conflicts between Exhibit A and the text of this Agreement shall be resolved in favor of the text of this Agreement.

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17. Recitals. This Agreement's recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

IT IS MUTUALLY UNDERSTOOD AND AGREED that Contractor shall have the full control of the ways and means of performing the work referred to above and that Contractor or its employees, representatives or subcontractors are in no sense employees of the City, it being specifically agreed that Contractor bears the relationship of an independent contractor to the City.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date first written hereinabove.

CITY OF MOLINE,
an Illinois home rule municipal corporation

_____
Signature

_____
Sangeetha Rayapati, Mayor

CONTRACTOR

DocuSigned by:
Joe Johnson
5923B99E8542485...
Signature

Joe Johnson
Name

Vice President
Title

Docusign Envelope ID: 592C2C89-6B2A-8DB7-802A-D86F9404EB96

Exhibit A

Bid

City Hall Roof Replacement

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

City of Moline
Block Party Policy
effective January 1, 2026

I. Purpose: This policy outlines the general requirements and procedures for hosting a block party on City streets or alleys. Depending on the event's date, size, scope, frequency, and location, the City may impose additional conditions or waive certain requirements to accommodate the unique nature of the event. All block party organizers are required to consult with City staff at least 90 days prior to the event in the planning process to ensure compliance with applicable guidelines.

II. Permission required: The Moline City Council must approve the closure of any street or alley for a Block Party. Event safety is of utmost importance and the City of Moline reserves the right to not-approve, change, or cancel any block party at any time for reasons deemed necessary by the City Council and/or City Administrator, Chief of Police, and/or Fire Chief.

III. Block Parties: "Block Parties" are gatherings open to a specific, defined neighborhood or area where no admission fee is charged for attendance, no alcoholic beverages are sold; the city street or alley is not closed for more than six hours, and the use of portable toilets is not necessary.

IV. Application. A Block Party application must be completed for every block party. Such application shall be found on the City's website, Moline.il.us/BlockParty. The submittal of an application does not imply approval.

A. Timing: To allow for proper logistical planning and necessary approvals:

Typical Block Party Timeline	
90 Days Prior to Block Party Date	• Submit Application
60 Days Prior to Block Party Date	• Special Event Committee Review • Sign Block Party Policy and Licensing Agreement • Submit to City Council for Consideration
30 Days Prior to Block Party Date	• Receive Fully Executed Documents with Plan for Road Closure Barriers

B. Application Fees: There is no application fee for block parties.

V. Use of Public Property and Street/Roadway Closures.

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A. Emergency Access/Closure: The block party licensing agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

B. Damage: The permittee shall be liable for any and all damage to the public property or public right-of-way resulting from the block party.

VI. Risk Management.

A. Hold Harmless Agreement: All applicants desiring to use public property for a block party must sign a licensing agreement to hold harmless and indemnify the City and its Officers, Agents, and Employees against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party should cover injury or damage caused by or in any way related to the activity or activities for which the licensing agreement was issued.

VII. Additional Requirements.

A. Alcohol: Alcohol is not allowed to be consumed on public property.

B. Bounce Houses: Inflatables/ bounce houses are not allowed to be placed on public property.

C. Fireworks: Fireworks are illegal. No fireworks are permitted.

D. Raffles: Raffles require a raffle permit application according to state statute, and are available through the City's Finance Department. The Finance Department can be contacted at (309) 524-2070.

E. Cleanup: Event permittees must clean and otherwise restore the site to its pre-event condition. This includes the removal of all debris resulting from the event.

F. Noise: The City of Moline provides for certain limits on noise within the community. These regulations are set forth in Sections 21-1100(7) and 35-5409 of the Moline Code of Ordinances available at www.moline.il.us. Amplified sound/music must comply with these regulations at all times and in all cases must cease by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. on Friday and Saturday or otherwise required by City Council.

By signing below, I acknowledge that I have read and understand the City of Moline Block Party Policy and agree to abide by its terms and conditions.

Signed by:
9A36FED0D2C29455...
Signature

Lindsey Hines
Name

5/4/2026
Date

Glen Oaks
Organization

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

LICENSEE: **LINDSEY HINES ON BEHALF OF THE GLEN OAKS NEIGHBORHOOD ASSOCIATION**

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Lindsey Hines on behalf of Glen Oaks Neighborhood Association hereinafter called the LICENSEE.

PREMISES: **Use of the following public rights-of-way:**

Full closure of the alley located between 12th and 13th Street and 23rd and 24th Avenue on Saturday, August 29, 2026, from 6:00 p.m. to 10:00 p.m.

LICENSOR is responsible for submitting a plan for road closure barriers to LICENSEE approximately 30 days prior to August 29, 2026.

USE: LICENSEE shall be allowed only to: Use the public Right-of-Way for the Glen Oaks Neighborhood Block Party scheduled for Saturday, August 29, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the Glen Oaks Neighborhood Block Party scheduled for Saturday, August 29, 2026.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is August 29, 2026, from 6:00 p.m. to 10 p.m.

This agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

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FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall indemnify and hold the CITY and its Officers, Agents, and Employees harmless against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party in connection with use or misuse of the premises, and from any/all accidents on the premises.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY's option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: William Atkins
City Attorney
619 16th Street
Moline, IL 61265

IF TO LICENSEE: Lindsey Hines
2308 12th Street
Moline, IL 61265

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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LICENSEE:

LINDSEY HINES,
Glen Oaks Neighborhood Association

Signed by:
By: _____
9A36FD0D2C29455...
Lindsey Hines

Date: 5/4/2026

LICENSOR:

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

Docusign Envelope ID: 2857F2CA-CD3A-89C2-807C-E3AFC6A487FB

Hines Block Party

Alley between 23rd & 24th Avenue and 12th & 13th Street

Barricade

Map Created
11/24/2025

0 20 40 80 120 160
Feet



Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL

IMPACT ™

MEMORANDUM OF UNDERSTANDING

City of Moline
38th Avenue Sanitary Sewer and Lift Station
Moline, Illinois

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

MEMORANDUM OF UNDERSTANDING

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

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

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

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

ARTICLE I

RECOGNITION

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

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.

2. All Contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO or with a Construction and Building Trades Council within the United States. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.

3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

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ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

SCOPE OF WORK

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

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

OWNER: **City of Moline**
PROJECT: **38th Avenue Sanitary Sewer and Lift Station**
LOCATION: **Moline, IL 61265**
BID DATE: **4-21-2026**

ARTICLE IV

PRE-CONSTRUCTION MEETING

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

MANDATORY pre-construction meeting outline:

A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Management Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.

B. Representatives of the general contractor or construction manager and Tri-City Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE V

UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects operated within the plant locations, subject to contractor and owner regulations.

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ARTICLE VI

WAGES & BENEFITS

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

ARTICLE VII

HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Year's Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. When the mentioned holidays fall on Saturday or Sunday the holiday will be observed on Friday or Monday.

ARTICLE VIII

SUPERVISION

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

ARTICLE XV

WORK HOURS PER DAY

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

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

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

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

ARTICLE X

SAFETY

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

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ARTICLE XI

APPRENTICES

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

ARTICLE XII

HIRING AND TRANSFER OF EMPLOYEES

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

ARTICLE XIII

LOCKOUT OR WORK STOPPAGE

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

ARTICLE XIV

MANAGEMENT CLAUSE

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

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

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

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ARTICLE XV
ADMINISTRATIVE PROCEDURES

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

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

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

ARTICLE XVI
ENFORCEMENT

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

ARTICLE XVII
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on **5-10-2026** and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent

ARTICLE XVIII
GENERAL SAVINGS CLAUSE

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

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

ILLOWA CONSTRUCTION LABOR AND MANAGEMENT COUNCIL

Signed by:
Brian Atkins
049B2E4D884542E...

Co-Chairman -- Labor

Signed by:
P.J. Foley
F5DB1C710A2943F...

Co-Chairman -- Management

DATE: 5/4/2026

OWNER

DocuSigned by:
Bob Vitas
AD09B64B085D4A5...

Name/Title

City Administrator
City of Moline
619 16th Street
Moline, IL. 61265

CONTRACTOR

DocuSigned by:
Greg Hass
49A4EF88B870458...

Name/Title

President
Valley Construction
3610 78th Avenue W
Rock Island, IL 61201

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

IMPACT
2112 53rd St., Moline, IL 61265
(309) 736-3460
FPO

IMPACT CONSTRUCTION AGREEMENT

We, the undersigned unions, herby reaffirm our commitment and support of all IMPACT Agreements.

The undersigned unions hereby decree they will be bound to the IMPACT Agreement for the term designated below unless the undersigned gives written notice to Illowa Construction Labor & Management Council a desire to amend or terminate that Agreement at five (5) calendar months prior to the expiration of such an Agreement. This Agreement shall be in effect for January 1, 2024 thru January 1, 2029.

Date 1-2-2024

Boilermakers Local #60

Boilermakers Local #83

Bricklayers Local #8

Carpenters Local #4

Electricians Local #145

Glaziers Local #581

Heat & Frost Insulators Local #81

Ironworkers Local #111

Millwrights Local #2158

Operating Engineers Local #150

Operative Plasterers & Cement Masons Local #18

Painters Local #1178

Docusign Envelope ID: CBA834C5-9690-815C-81F0-6A99EA4238B0

IMPACT
2112 53rd St., Moline, IL 61265
(309) 736-3460

IMPACT CONSTRUCTION AGREEMENT

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The undersigned unions hereby decree they will be bound to the IMPACT Agreement for the term designated below unless the undersigned gives written notice to Illowa Construction Labor & Management Council a desire to amend or terminate that Agreement at five (5) calendar months prior to the expiration of such an Agreement. This Agreement shall be in effect for January 1, 2024 thru January 1, 2029.

Date 1-2-2024

Plumbers & Pipefitters Local #25

Roofers Local #32

Sheet Metal Workers Local #91

Sprinkler Fitters Local #669