

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, May 27, 2014

Oath

- Regular Commissioned appointment as Fire Captain for Brian Vyncke effective May 27, 2014.
- Regular Commissioned appointment as Lieutenant for Mick Dochterman effective May 27, 2014.

Board Reappointment

Mayor's reappointment of Kathleen Carr to the Police Pension Board for a full two year term to expire April 30, 2016.

Mayor's reappointment of Scott Raes to the Fire Pension Board for a full three year term to expire April 30, 2017.

Questions on the Agenda

Agenda Items

1. **Deed of Dedication for a Utility Easement for Riverbend Commons.** (Scott Hinton, City Engineer)
2. **Deed of Dedication for a Utility Easement for Technology Corridor.** (Scott Hinton, City Engineer)
3. **Agreement for Maintenance of Special Service Area #5.** (Ray Forsythe, Planning & Development Director)
4. **Agreement for Maintenance of Special Service Area #6.** (Ray Forsythe, Planning & Development Director)
5. **Code Amendment re: City Council Meetings – Order of Business.** (Maureen Riggs, City Attorney)
6. **Other**

Explanation

1. Approval of the Deed of Dedication for a Utility Easement on Parcel MO-9407, Lot 2 of Riverbend Commons 1st Addition. (Scott Hinton, City Engineer)

Explanation: A utility easement on Parcel MO-9407 is necessary to ensure the City of Moline has future access to the public sanitary sewer and pump station at Riverbend Commons. The City of Moline currently owns parcel MO-9407 and will dedicate the easement. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: Recording at the Rock Island County Recorder's Office
Goal Impacted: Improved City Infrastructure & Facilities

2. Approval of the Deed of Dedication for a Utility Easement on Parcel MO-9408, Lot 2 of Technology Corridor 1st Addition. (Scott Hinton, City Engineer)

Explanation: A utility easement on Parcel MO-9408 is necessary to ensure the City of Moline has future access to the public sanitary sewer and pump station at Riverbend Commons. The City of Moline currently owns parcel MO-9408 and will dedicate the easement. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: Recording at the Rock Island County Recorder's Office
Goal Impacted: Improved City Infrastructure & Facilities

3. Agreement with Quality Construction Services, Inc. for maintenance of Special Service Area #5 for a one-year period commencing June 1, 2014. (Ray Forsythe, Planning & Development Director)

Explanation: City staff recently sought Request for Proposals (RFPs) for maintenance of Special Service Area #5 for the period of June 1, 2014 through June 1, 2015. Quality Construction Services, Inc. submitted the lowest responsible and responsive bid, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the Special Service Area for the last several years. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Financially Strong City, Strong Local Economy

4. Agreement with Quality Construction Services, Inc. for maintenance of Special Service Area #6 for a one-year period commencing June 1, 2014. (Ray Forsythe, Planning & Development Director)

Explanation: City staff recently sought Request for Proposals (RFPs) for maintenance of Special Service Area #6 for the period of June 1, 2014 through June 1, 2015. Quality Construction Services, Inc. submitted the lowest responsible and responsive bid, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the Special Service Area for the last several years.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Financially Strong City, Strong Local Economy

5. Code Amendment re: City Council Meetings – Order of Business. (Maureen Riggs, City Attorney)

Explanation: The City Council has indicated that it wishes to include an invocation at the City Council meetings. This amendment would add invocation to the order of business listing in Section 2-2207(a) of the Moline Code of Ordinances and provide for the addition to the City Council meeting agendas.

Staff Recommendation: This is a Council-initiated item.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goal Impacted: None Identified

City of Moline Project 1207
Riverbend Commons Pump Station

TAX PARCEL NO. MO-9407

DEED OF DEDICATION

The Grantor, **THE CITY OF MOLINE, ILLINOIS**, hereby grants, conveys, warrants and dedicates to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

PLAT WITH DESCRIPTION ATTACHED AS EXHIBIT "A"

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. _____.

Dated this _____ day of _____, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Scott Raes, Mayor

By: _____
Scott Raes, Mayor

City Clerk

Attest: _____
City Clerk

Approved as to form:

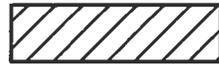
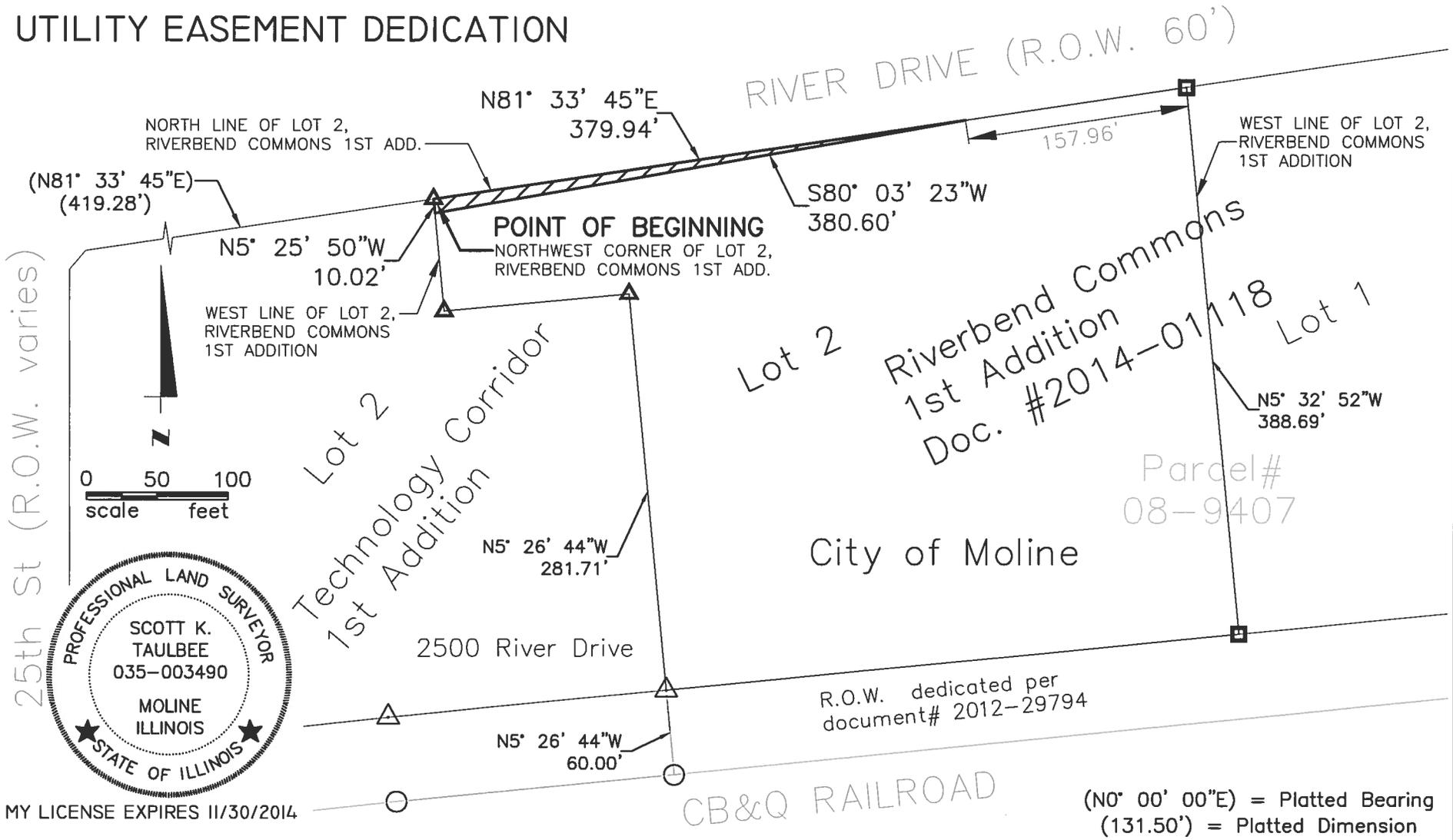
Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
619 – 16th Street
Moline, IL 61265

H:\Engineering\ALL PROJECTS\MFT 08-00239-00-RP Rivertech Blvd - Phase II\Design\Survey\2012-const\RIVERTECH BOULEVARD-Phase1_ROW_Oct2012_recover.dwg, 5/13/2014 3:04:3

EXHIBIT "A" SHEET 1 OF 2

UTILITY EASEMENT DEDICATION



Utility Easement Dedication
1900 Sq. Ft. +/-

SHEET 1 OF 2

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490,
DO HEREBY STATE THAT THIS EASEMENT DEDICATION PLAT WAS PREPARED UNDER
MY DIRECTION FROM FIELD AND RECORD INFORMATION, AND IS TRUE AND CORRECT
TO MY BEST KNOWLEDGE AND BELIEF. NO BOUNDARY SURVEY WAS PERFORMED
FOR THE PREPARATION OF THIS EASEMENT DEDICATION PLAT.

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265

PROJECT #1207
RIVERBEND COMMONS PUMP STA.
UTILITY EASEMENT DEDICATION

DATE

UTILITY EASEMENT DEDICATION

Part of Lot 2 in Riverbend Commons 1st Addition, City of Moline, recorded as document #2014-01118 at the office of the Recorder for Rock Island County, located in Lot 3 LeClaire's Reserve, adjacent to Section 33, Township 18 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, described as follows:

Beginning at the northwest corner of said Lot 2, thence North 81 degrees 33 minutes 45 seconds East, 379.94 feet on the north line of said Lot 2; thence South 80 degrees 03 minutes 23 seconds West, 380.60 feet to the west line of said Lot 2; thence North 05 degrees 25 minutes 50 seconds West, 10.02 feet on said west line to the point of beginning, containing 1900 square feet, more or less.

SHEET 2 OF 2

CITY OF MOLINE 3635 4TH AVE MOLINE, IL 61265
PROJECT #1207 RIVERBEND COMMONS PUMP STA. UTILITY EASEMENT DEDICATION

Parcel #	Tentative/new (beginning Jan.1, 2015)
08-9407	Parcel # 08-9474

City of Moline Project 1207
Riverbend Commons Pump Station

TAX PARCEL NO. **MO-9408**

DEED OF DEDICATION

The Grantor, **THE CITY OF MOLINE, ILLINOIS**, hereby grants, conveys, warrants and dedicates to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

PLAT WITH DESCRIPTION ATTACHED AS EXHIBIT "A"

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. _____.

Dated this _____ day of _____, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Scott Raes, Mayor

By: _____
Scott Raes, Mayor

City Clerk

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
619 – 16th Street
Moline, IL 61265

STATE OF ILLINOIS)
) SS.
COUNTY OF ROCK ISLAND)

I, _____, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 2014, in person and acknowledged that they signed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notorial seal this _____ day of _____, A.D. 2014.

NOTARY PUBLIC

(Seal)

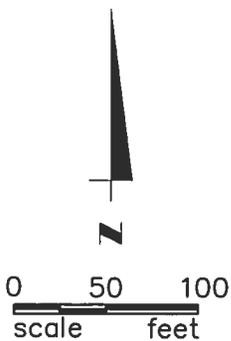
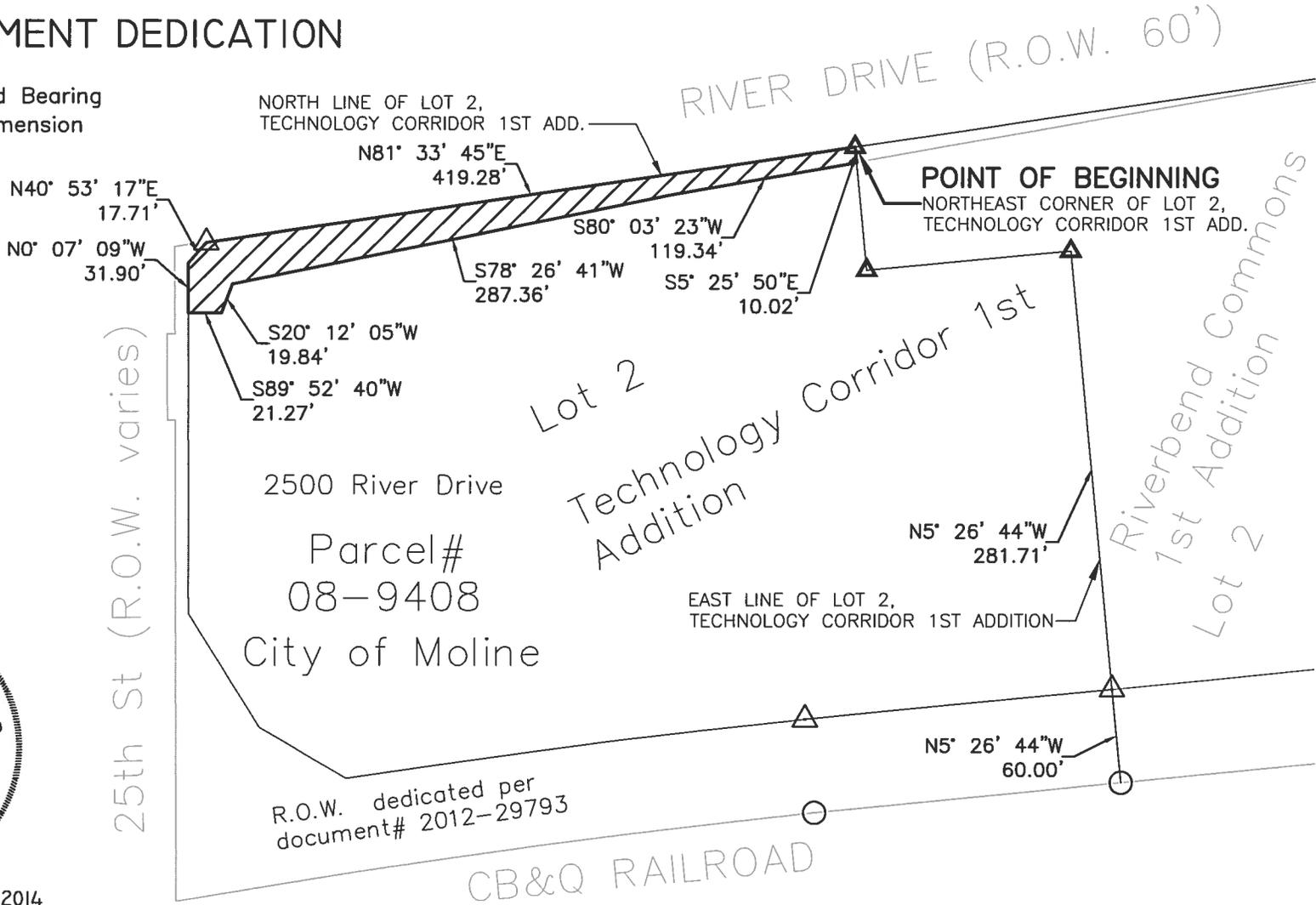
"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act."	
_____	_____
Date	Grantor, Grantee or Representative

H:\Engineering\ALL PROJECTS\MFT 08-00239-00-RP Rivertech Blvd - Phase I\Design\Survey\2012_consist\RIVERTech BOULEVARD Phase1 ROW-Oct2012_recover.dwg, 5/13/2014, 3:07:0

EXHIBIT "A" SHEET 1 OF 2

UTILITY EASEMENT DEDICATION

(N0° 00' 00"E) = Platted Bearing
(131.50') = Platted Dimension



MY LICENSE EXPIRES 11/30/2014

DATE

 Utility Easement Dedication
8488 Sq. Ft. +/-

SHEET 1 OF 2

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS EASEMENT DEDICATION PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION, AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS EASEMENT DEDICATION PLAT.

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265

PROJECT #1207
RIVERBEND COMMONS PUMP STA.
UTILITY EASEMENT DEDICATION

EXHIBIT "A" SHEET 2 OF 2

UTILITY EASEMENT DEDICATION

Part of Lot 2 in Technology Corridor 1st Addition, City of Moline, located in Lot 3 LeClaire's Reserve, adjacent to Section 33, Township 18 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, described as follows:

Beginning at the northeast corner of said Lot 2, thence South 05 degrees 25 minutes 50 seconds East, 10.02 feet on the east line of said Lot 2; thence South 80 degrees 03 minutes 23 seconds West, 119.34 feet; thence South 78 degrees 26 minutes 41 seconds West, 287.36 feet; thence South 20 degrees 12 minutes 05 seconds West, 19.84 feet; thence South 89 degrees 52 minutes 40 seconds West, 21.27 feet to the east right of way line of 25th Street as shown on a R.O.W.

Dedication Plat recorded as document #2012-29793; thence North 00 degrees 07 minutes 09 seconds West, 31.90 feet on said east right of way line; thence North 40 degrees 53 minutes 17 seconds East, 17.71 feet on said east right of way line to the north line of said Lot 2; thence North 81 degrees 33 minutes 45 seconds East, 419.28 feet on said north line to the point of beginning, containing 8488 square feet, more or less.

SHEET 2 OF 2

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265

PROJECT #1207
RIVERBEND COMMONS PUMP STA.
UTILITY EASEMENT DEDICATION

Parcel #
08-9408

EXHIBIT "A"

**AGREEMENT FOR
PROPERTY MAINTENANCE SERVICES
BASS STREET LANDING SPECIAL SERVICE AREA
CITY OF MOLINE, ILLINOIS**

This Agreement is made and entered into this _____ day of May _____, 2014, by and between the BASS STREET LANDING SPECIAL SERVICES AREA BOARD (hereinafter "Owner"), and QUALITY CONSTRUCTION SERVICES, INC., (hereinafter "Quality"), an Iowa corporation with its offices in Eldridge, Iowa.

WHEREAS, the Owner is interested in entering into an Agreement for property maintenance services for the Bass Street Landing Special Service Area, more particularly described in Exhibit "1" attached hereto and incorporated herein by reference (hereinafter collectively referred to as "**Property**"); and

WHEREAS, Quality desires to provide property maintenance services to the Owner for said **Property** under certain terms and conditions set forth below.

WITNESSETH, that Quality for and in consideration of the payments to be made to it by the Owner, hereby covenants and agrees to and with the Owner that it shall and will in a good and workmanlike manner furnish all labor, materials and services for the maintenance of said **Property** according to the terms and conditions as follows:

I. FACILITIES LOCATION AND DESCRIPTION

See attached Exhibit "1"

II. TERM OF AGREEMENT AND CANCELLATION

A. TERM

1. Services shall commence on June 1, 2014 and expire on May 31, 2015 (hereinafter "original term").
2. The Owner may elect to extend services under this Agreement, beyond the original term, in additional increments the length of which is to be determined by the Parties at the time of extension. Notice of extensions shall be served pursuant to Section VI.F, with (30) thirty days written notice prior to the end of the current term. Any election to extend the Agreement beyond the original term is at the sole discretion of the Owner.
3. Throughout this Agreement "service start date" means the first day of the original term.

B. CANCELLATION

1. Owner reserves the right to cancel the Agreement at any time, upon (30) thirty days written notice to Quality, for failure of Quality to comply with any provision in the Agreement. Conduct, including but not limited to the following, shall constitute a default or breach of this Agreement:
 - (i) Failure to meet the minimum requirements set forth in Section III, Scope of Services.
 - (ii) Failure to meet any other provision of the Agreement.

III. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services. Quality shall perform maintenance services for the **Property** as follows:

- A. Quality shall perform all property maintenance service for items listed in **Exhibit "2,"** attached hereto and incorporated herein by this reference. Items listed in **Exhibit "2"** are considered maintenance work and as such are not expected to fall under the provisions of the Prevailing Wage Act, found generally at 820 ILCS 13010.01 et. Seq. (the "Act"). From time to time, Owner may request work be preformed not listed in **Exhibit "2"** which may constitute construction work. In these circumstances, Quality shall be expected to work with Owner to comply with the requirements of the Act, including payment of prevailing wage. In any event, Quality will be required to independently determine items requiring payment of prevailing wage as Owner neither guarantees, warrants or otherwise represents which items are subject to prevailing wage.
- B. Quality agrees to provide Owner monthly itemized billings for services provided for the **Property** and any facilities located on the **Property**, along with associated equipment, materials and labor costs. Any work to be performed, whether or not listed on **Exhibit "2,"** if not to be performed by a laborer, shall require prior written approval by Owner.
- C. Quality agrees it shall meet with Owner to establish a service schedule to be agreed upon between Owner and Quality for the **Property** addressing the items listed in **Exhibit "2."** Meetings to establish the service schedule shall be at no cost to Owner. The parties further agree to make representatives, with the authority to establish a service schedule, available in a timely fashion, in order that services can commence by the service start date.
- D. Quality agrees it shall meet with Owner quarterly to review the maintenance status of the **Property** and make recommendations with regard to changes, if any, necessary to the service schedule for the **Property**. These meetings shall be at no charge to the Owner.
- E. In addition to providing Owner with a designated representative within its organization to serve as its service representative, Quality shall provide Owner's staff with an after-hours contact person and a phone or pager number by which the contact person can be reached.

F. Quality agrees to respond to any request for special or emergency service within two hours of a request by Owner. Special or emergency service shall include but not be limited to requests for additional pick-up of trash, cleaning of facilities, or snow removal.

IV. QUALIFICATION REQUIREMENTS

A. Prior to the signing of the Agreement, Quality shall provide at least two references, where substantially similar services have been performed.

B. Quality shall, at a minimum, purchase and maintain at its own expense the following types and amounts of insurance;

1. Commercial General Liability Insurance at limits no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and
2. Workers Compensation; and
3. Proof of insurance must be submitted prior to the signing of this Agreement and must name the Owner and its employees acting within the scope of their duties as an additional insured. Such policies shall not be cancelable without thirty (30) days advance written notice to the Owner.

C. Quality agrees to indemnify, hold harmless and defend Owner against any claim, action, suit, proceeding, cost or damage to the extent resulting from (a) Quality's material breach of any term of the contract; and (b) any negligent or recklessness conduct, whether intentional or unintentional on the part of Quality or its employee's in carrying out its duties under the Scope of Services herein described.

V. RATE STRUCTURE

Quality shall bill Owner for maintenance services provided for said **Property** pursuant to the rate structure established in **Exhibit "3,"** attached hereto and incorporated herein by reference.

VI. ADDITIONAL TERMS

A. ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made without the express written consent of Owner. Any purported assignment without the Owner's express written consent shall render this Agreement voidable at the Owner's option. In the event the Owner expressly consents to such a written assignment, the assignee shall assume the obligations and duties of Quality under the Agreement and the full liability of Quality.

B. CIRCUMSTANCES BEYOND CONTROL

Neither party hereto shall be liable for the failure to perform hereunder due to acts of God or other dire circumstances beyond its control. Specifically excepted from such circumstances for avoiding liability hereunder include strikes, lock-outs or other employee or

labor disputes, or the cost of labor, materials and supplies needed to provide property maintenance services to Owner for said Property (e.g. fuel or equipment costs).

C. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

D. SEVERABILITY

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

E. ENTIRE AGREEMENT

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

F. NOTICE

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows;

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

Mark Powell
President
Quality Construction Services, Inc.
3425 S. 11th Avenue P O Box 156
Eldridge, IA 52748

With a copy to:
LAW DIRECTOR
City of Moline
619 16th Street
Moline, IL 61265

With a copy also to:
Adam Holland
Moline Centre Main Street Director
Quad Cities Chamber of Commerce
1601 River Drive, Suite 310
Moline, IL 61265

BASS STREET LANDING SPECIAL SERVICES AREA BOARD

By: Daniel J. Hance, PRESIDENT

STATE OF ILLINOIS)
)
COUNTY ROCK ISLAND) SS

On this 15th day May, A.D. 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel J. Hance to me personally known, who being by me duly sworn, did say that he is the President of the Bass Street Landing Special Services Area Board that said instrument was signed on behalf of said by authority of its Articles of Organization; and that the said Daniel J. Hance as such President acknowledged the execution of said instrument to be the voluntary act and deed of said Board, by it and by him/her/them voluntarily executed.



Holly Kristine Jackson
NOTARY PUBLIC

Approved as to form:

Maureen Riggs
Maureen Riggs, City Attorney

CITY OF MOLINE, ILLINOIS

By: _____
Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

On this ____ day of _____, A.D. 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy A. Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline; that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public

EXHIBIT "C"
SSA #5 AREA

Bass Street Landing



EXHIBIT "A"
MAINTENANCE SERVICES REQUIRED

<p>TRASH REMOVAL</p>	<p>Empty trash cans; wipe down trash containers; report to City/SSA Board immediately any repairs or items needing attention.</p>	<p>Inspect and remove as needed; Before and after all reservations & events*. *Must be completed within 12 hours of event conclusion.</p>
<p>COMMON AREA MAINTENANCE</p>	<p>Remove any weeds, trash, debris; inspect lights for proper operation; sweep all sidewalks, plaza and bike path as needed; report to City/SSA Board immediately any repairs or items needing attention.</p>	<p>Weekly</p>
<p>PUMP ROOM</p>	<p>Sweep, straighten supplies; check sump pump/generator for correct operation; keep areas free of clutter and maintain proper separation; routine maintenance of fountain pump/equipment; report to City/SSA Board immediately any</p>	<p>Monthly</p>

	repairs or items needing attention.	
FESTOON LIGHTS/LAWN/SIDEWALK LIGHTS	Check for proper operation and adjust when needed; if applicable adjust time clock(s) in the Spring/Fall during regularly scheduled visits; clean/dust if needed; clean bugs away from lights; replace burned/broken lights; report to City/SSA Board immediately any repairs or items needing attention.	Monthly
SNOW REMOVAL	Snow and ice removal from sidewalks along 17 th Street, 18 th Street and 2 nd Avenue, bike path, plaza, public parking lot and 17 th Street from River Drive to and including the Cul-de-sac.	As needed, commencing at accumulation of ½" or more.
FOUNTAIN	Inspect operation, provide routine maintenance as directed during months of operation; report to City/SSA Board immediately any repairs or items needing attention.	Seasonally

<p>LANDSCAPE/MAINTENANCE</p>	<p>Work with City/SSA Board on issuance of annual planter contracts; provide watering, and keeping beds/planters weed free through the growing season; provide maintenance of public landscape areas including mowing and weeding; report to City/SSA Board immediately any repairs or items needing attention.</p>	<p>Seasonally</p>
<p>CANOPY/BAND SHELL</p>	<p>Provide routine cleaning of canopy/band shell at the plaza; report to City/SSA Board immediately any repairs or items needing attention.</p>	<p>As needed</p>



CITY OF MOLINE BASS STREET LANDING MONTHLY BILLING STATEMENT

INVOICE	DATE	VENDOR	DETAILS/DESCRIPTION	ITEM BILLED	TIME SPENT	COST PER HOUR/ITEM	QUANTITY	TOTAL
68597	3/7/2014	Quality Construction Services, Inc.	02/10/14: Picked up & disposed of trash. Emptied trash containers & put in new trash bags.	Laborer	1.00 Hrs	\$30.25		30.25
		Quality Construction Services, Inc.	02/20/14: Picked up & disposed of trash. Emptied trash containers & put in new trash bags.	Laborer	1.00 Hrs	\$30.25		30.25
		Quality Construction Services, Inc.	02/04/14: Plowed & shoveled snow starting at 6:30AM	Laborer	20.50 Hrs	\$55.00		1,127.50
				Triple Melt	12.00 Bags	\$12.00		144.00
				Salt	1.00 Totes	\$500.00		500.00
		Quality Construction Services, Inc.	02/05/14: Plowed & shoveled snow starting at 5:00AM	Laborer	11.00 Hrs	\$55.00		605.00
				Triple Melt	18.00 Bags	\$12.00		216.00
				Salt	0.50 Totes	\$500.00		250.00
GRAND TOTAL								\$2,903.00

EXHIBIT "A"

**AGREEMENT FOR
PROPERTY MAINTENANCE SERVICES
MOLINE CENTRE SPECIAL SERVICE AREA
CITY OF MOLINE, ILLINOIS**

This Agreement is made and entered into this _____ day of May _____, 2014, by and between the MOLINE CENTRE SPECIAL SERVICES AREA BOARD (hereinafter "Owner"), and QUALITY CONSTRUCTION SERVICES, INC., (hereinafter "Quality"), an Iowa corporation with its offices in Eldridge, Iowa.

WHEREAS, the Owner is interested in entering into an Agreement for property maintenance services for the Moline Centre Special Services Area, more particularly described in Exhibit "1" attached hereto and incorporated herein by reference (hereinafter collectively referred to as "**Property**"); and

WHEREAS, Quality desires to provide property maintenance services to the Owner for said **Property** under certain terms and conditions set forth below.

WITNESSETH, that Quality for and in consideration of the payments to be made to it by the Owner, hereby covenants and agrees to and with the Owner that it shall and will in a good and workmanlike manner furnish all labor, materials and services for the maintenance of said **Property** according to the terms and conditions as follows:

I. FACILITIES LOCATION AND DESCRIPTION

See attached Exhibit "1"

II. TERM OF AGREEMENT AND CANCELLATION

A. TERM

1. Services shall commence on June 1, 2014 and expire on May 31, 201~~4~~⁵ (hereinafter "original term").
2. The Owner may elect to extend services under this Agreement, beyond the original term, in additional increments the length of which is to be determined by the Parties at the time of extension. Notice of extensions shall be served pursuant to Section VI.F, with (30) thirty days written notice prior to the end of the current term. Any election to extend the Agreement beyond the original term is at the sole discretion of the Owner.
3. Throughout this Agreement "service start date" means the first day of the original term.

B. CANCELLATION

1. Owner reserves the right to cancel the Agreement at any time, upon (30) thirty days written notice to Quality, for failure of Quality to comply with any provision in the Agreement. Conduct, including but not limited to the following, shall constitute a default or breach of this Agreement:
 - (i) Failure to meet the minimum requirements set forth in Section III, Scope of Services.
 - (ii) Failure to meet any other provision of the Agreement.

III. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services. Quality shall perform maintenance services for the **Property** as follows:

- A. Quality shall perform all property maintenance service for items listed in **Exhibit "2,"** attached hereto and incorporated herein by this reference. Items listed in **Exhibit "2"** are considered maintenance work and as such are not expected to fall under the provisions of the Prevailing Wage Act, found generally at 820 ILCS 13010.01 et. Seq. (the "Act"). From time to time, Owner may request work be performed not listed in **Exhibit "2"** which may constitute construction work. In these circumstances, Quality shall be expected to work with Owner to comply with the requirements of the Act, including payment of prevailing wage. In any event, Quality will be required to independently determine items requiring payment of prevailing wage as Owner neither guarantees, warrants or otherwise represents which items are subject to prevailing wage.
- B. Quality agrees to provide Owner monthly itemized billings for services provided for the **Property** and any facilities located on the **Property**, along with associated equipment, materials and labor costs. Any work to be performed, whether or not listed on **Exhibit "2,"** if not to be performed by a laborer, shall require prior written approval by Owner.
- C. Quality agrees it shall meet with Owner to establish a service schedule to be agreed upon between Owner and Quality for the **Property** addressing the items listed in **Exhibit "2."** Meetings to establish the service schedule shall be at no cost to Owner. The parties further agree to make representatives, with the authority to establish a service schedule, available in a timely fashion, in order that services can commence by the service start date.
- D. Quality agrees it shall meet with Owner quarterly to review the maintenance status of the **Property** and make recommendations with regard to changes, if any, necessary to the service schedule for the **Property**. These meetings shall be at no charge to the Owner.
- E. In addition to providing Owner with a designated representative within its organization to serve as its service representative, Quality shall provide Owner's staff with an after-hours contact person and a phone or pager number by which the contact person can be reached.

F. Quality agrees to respond to any request for special or emergency service within two hours of a request by Owner. Special or emergency service shall include but not be limited to requests for additional pick-up of trash, cleaning of facilities, or snow removal.

IV. QUALIFICATION REQUIREMENTS

A. Prior to the signing of the Agreement, Quality shall provide at least two references, where substantially similar services have been performed.

B. Quality shall, at a minimum, purchase and maintain at its own expense the following types and amounts of insurance;

1. Commercial General Liability Insurance at limits no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and
2. Workers Compensation; and
3. Proof of insurance must be submitted prior to the signing of this Agreement and must name the Owner and its employees acting within the scope of their duties as an additional insured. Such policies shall not be cancelable without thirty (30) days advance written notice to the Owner.

C. Quality agrees to indemnify, hold harmless and defend Owner against any claim, action, suit, proceeding, cost or damage to the extent resulting from (a) Quality's material breach of any term of the contract; and (b) any negligent or recklessness conduct, whether intentional or unintentional on the part of Quality or its employee's in carrying out its duties under the Scope of Services herein described.

V. RATE STRUCTURE

Quality shall bill Owner for maintenance services provided for said **Property** pursuant to the rate structure established in **Exhibit "3,"** attached hereto and incorporated herein by reference.

VI. ADDITIONAL TERMS

A. ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made without the express written consent of Owner. Any purported assignment without the Owner's express written consent shall render this Agreement voidable at the Owner's option. In the event the Owner expressly consents to such a written assignment, the assignee shall assume the obligations and duties of Quality under the Agreement and the full liability of Quality.

B. CIRCUMSTANCES BEYOND CONTROL

Neither party hereto shall be liable for the failure to perform hereunder due to acts of God or other dire circumstances beyond its control. Specifically excepted from such circumstances for avoiding liability hereunder include strikes, lock-outs or other employee or

labor disputes, or the cost of labor, materials and supplies needed to provide property maintenance services to Owner for said Property (e.g. fuel or equipment costs).

C. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

D. SEVERABILITY

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

E. ENTIRE AGREEMENT

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

F. NOTICE

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows;

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

Mark Powell
President
Quality Construction Services, Inc.
3425 S. 11th Avenue P O BOX 156
Eldridge, IA 52748

With a copy to:
LAW DIRECTOR
City of Moline
619 16th Street
Moline, IL 61265

With a copy also to:
Adam Holland
Moline Centre Main Street Director
Quad Cities Chamber of Commerce
1601 River Drive, Suite 310
Moline, IL 61265

MOLINE CENTRE SPECIAL SERVICES AREA BOARD

By: Mary E. Lagonarino PRESIDENT

STATE OF ILLINOIS)
) ss
COUNTY ROCK ISLAND)

On this 19th day May, A.D. 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary E. Lagonarino to me personally known, who being by me duly sworn, did say that she is the President of the Moline Centre Special Services Area Board that said instrument was signed on behalf of said by authority of its Articles of Organization; and that the said Mary E. Lagonarino as such President acknowledged the execution of said instrument to be the voluntary act and deed of said Board, by it and by him/her/them voluntarily executed.



Holly Kristine Jackson
NOTARY PUBLIC

Approved as to form:

Maureen Riggs
Maureen Riggs, City Attorney

CITY OF MOLINE, ILLINOIS

By: _____
Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

On this _____ day of _____, A.D. 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy A. Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline; that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public

EXHIBIT "C"
SSA #6 AREA

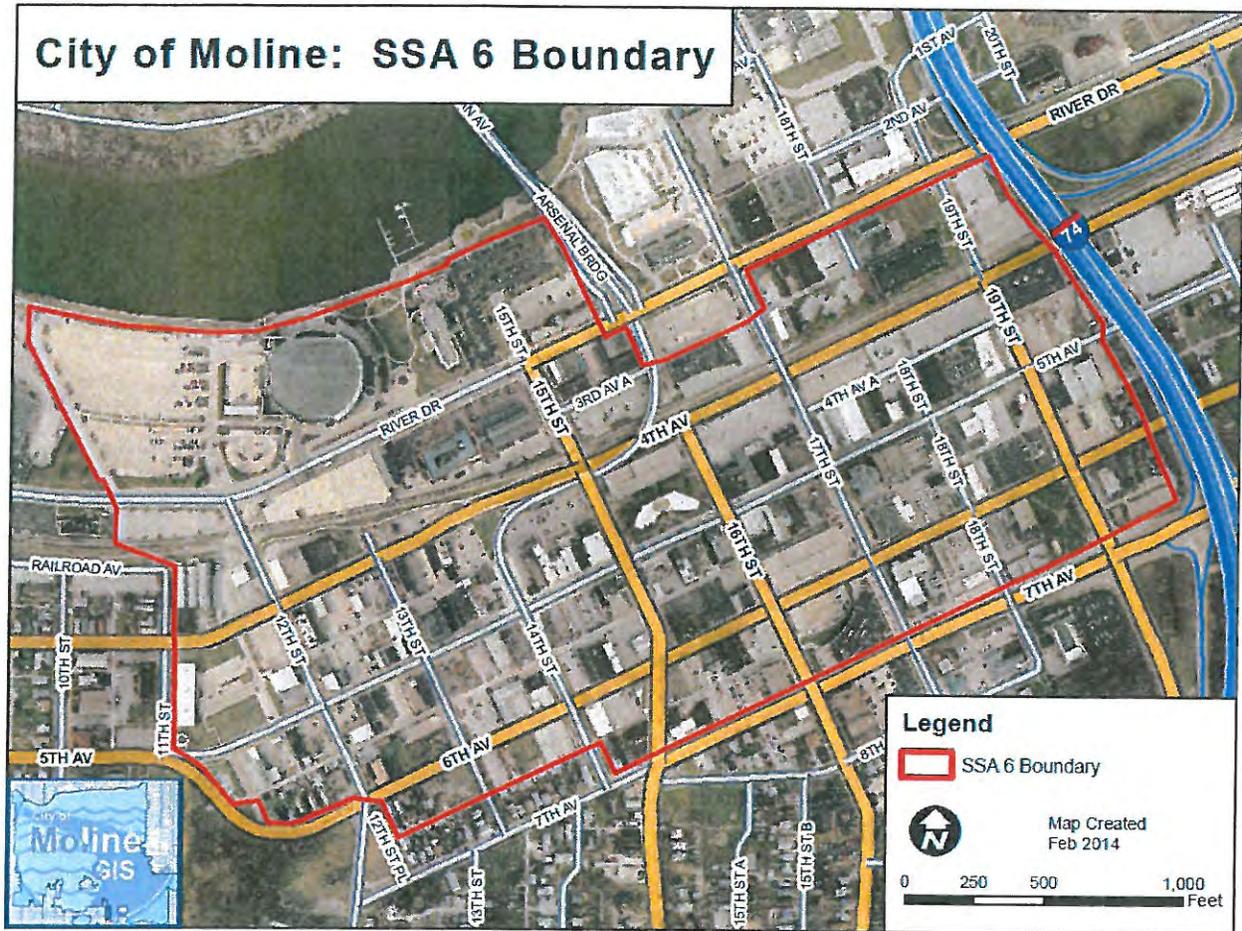


EXHIBIT "A"
MAINTENANCE SERVICES REQUIRED

TRASH REMOVAL	Empty trash cans; wipe down trash containers; report to City/SSA Board immediately any repairs or items needing attention.	Inspect and remove as needed;
SIDEWALK MAINTENANCE	Spray for weeds on sidewalks, remove any weeds, trash, debris; report to City/SSA Board immediately any repairs or items needing attention.	Weekly
STREET LIGHTS/FESTOON LIGHTS	Check for proper operation; report to City/SSA Board immediately any repairs or items needing attention.	Monthly
LANDSCAPE/MAINTENANCE	Work with City/SSA Board on issuance of annual planter contracts; provide watering, and keeping beds/planters weed free through the growing season; provide maintenance of public landscape areas including mowing and weeding; report to City/SSA Board immediately any repairs or items needing attention.	Seasonally This includes fifty-three (53) above ground pots, and twenty (20) in-ground planting beds as well as tree trimming.

