



MOLINE CITY COUNCIL AGENDA

Tuesday, June 3, 2014

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of May 27, 2014

SECOND READING ORDINANCES

1. Council Bill/Special Ordinance 4019-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Ready, Set, Glow 5K scheduled for Saturday, June 7, 2014.

EXPLANATION: This is a first time event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

2. Council Bill/Resolution 1075-2014

A Resolution authorizing the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9408, Lot 2 of Technology Corridor 1st Addition.

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-94018 and will dedicate the easement. Staff recommends approval of the Deed of Dedication.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record with Rock Island County Recorder

3. Council Bill/Resolution 1076-2014

A Resolution authorizing the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9407, Lot 2 of Riverbend Commons 1st Addition.

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. Staff recommends approval of the Deed of Dedication.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record with Rock Island County Recorder

4. Council Bill/Resolution 1077-2014

A Resolution authorizing the Mayor and City Clerk to approve and execute an agreement between the Bass Street Landing Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #5 for a one-year period commencing June 1, 2014.

EXPLANATION: The City of Moline recently published a Request for Proposals (RFP) to select a firm to provide property maintenance services for Special Service Area (SSA) #5 in Moline. Quality Construction Services, Inc. submitted the lowest responsible and responsive bid to the RFP, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the SSA for the last several years. The agreement’s terms fulfill the property maintenance needs of SSA #5.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1078-2014

A Resolution authorizing the Mayor and City Clerk to approve and execute an agreement between the Moline Centre Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #6 for a one-year period commencing June 1, 2014.

EXPLANATION: The City of Moline recently published a Request for Proposals (RFP) to select a firm to provide property maintenance services for Special Service Area (SSA) #6 in Moline. Quality Construction Services, Inc. submitted the lowest responsible and responsive bid to the RFP, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the SSA for the last several years. The agreement’s terms fulfill the property maintenance needs of SSA #6.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

6. Council Bill/General Ordinance 3013-2014

An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing Section 2-2207(a) in its entirety and enacting in lieu thereof one new Section 2-2207(a) dealing with the same subject matter.

EXPLANATION: The City Council has indicated that it wishes to include an invocation at the City Council meetings. This amendment will 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.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Special Ordinance 4020-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Hot Rod Power Tour scheduled for Thursday, June 12, 2014.

EXPLANATION: This is a first time event and has been approved by the Special Event Committee.

OMNIBUS VOTE		
Council Member	Aye	Nay
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Raes		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Special Ordinance 4021-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Komen Quad Cities Race for the Cure 5K, 1.2 ML Run/Walk scheduled for Saturday, June 14, 2014.

EXPLANATION: This is annual event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Special Ordinance 4022-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 15, 2014.

EXPLANATION: This is an annual event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Ordinance No.: 4019-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Ready, Set, Glow 5K Race to be held on Saturday, June 7, 2014.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, June 7, 2014, from 6:00 p.m. until 9:00 p.m.

All lanes of 5th Avenue from the easternmost side of 12th Street to the westernmost side of 27th Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1075-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9408, Lot 2 of Technology Corridor 1st Addition.

WHEREAS, 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; and

WHEREAS, the City of Moline currently owns parcel MO-9408 and will dedicate the easement; and

WHEREAS, staff recommends approval of the Deed of Dedication.

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

That the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9408, Lot 2 of Technology Corridor 1st Addition; provided, however, that said deed is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 3, 2014
Date

Passed: June 3, 2014

Approved: June 10, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

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

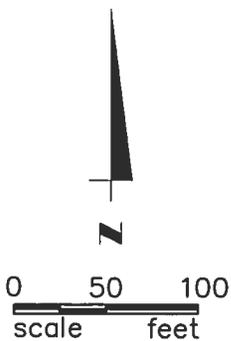
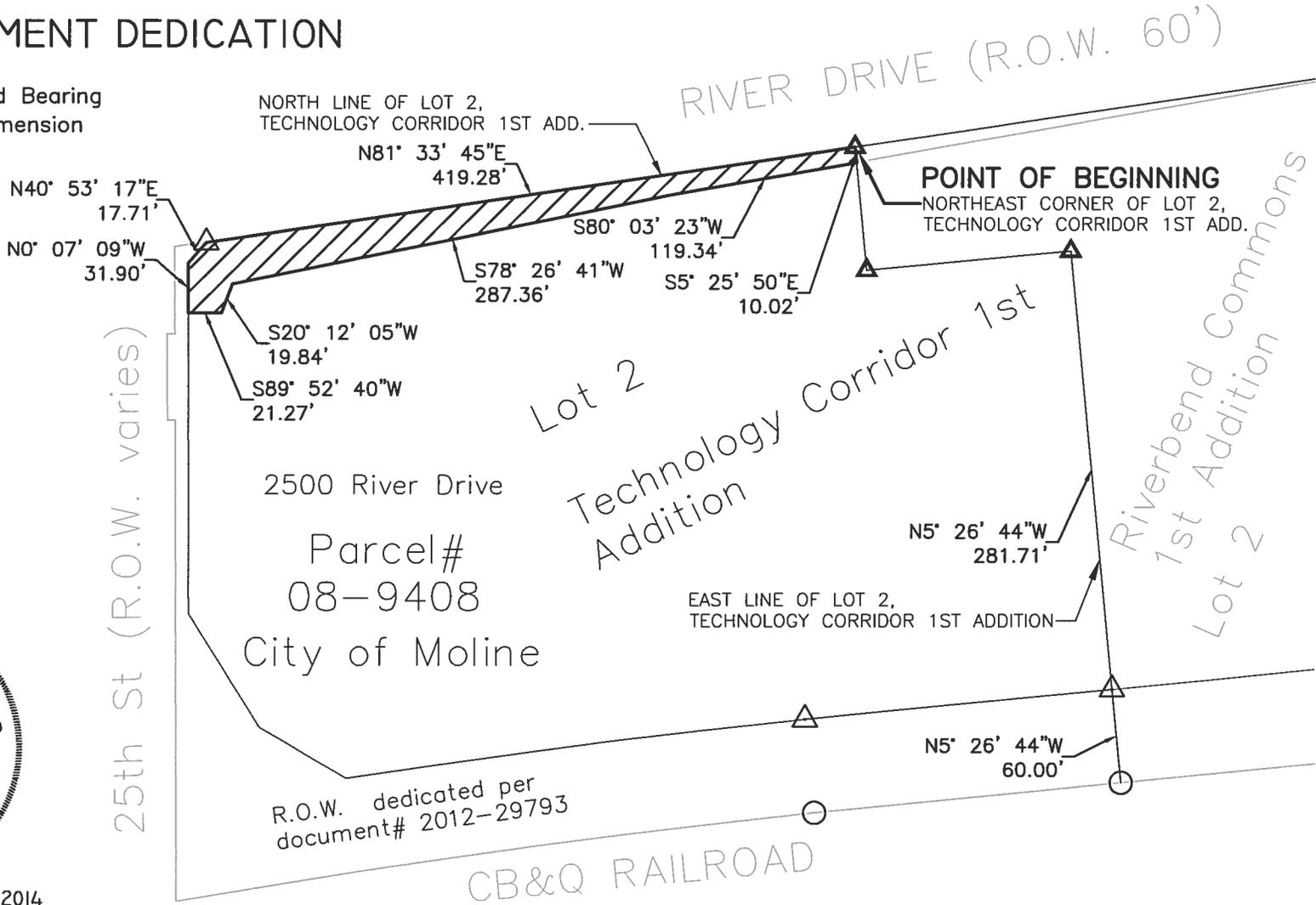
Return to Grantee's Address
City of Moline
619 – 16th Street
Moline, IL 61265

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

Council Bill/Resolution No.: 1076-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9407, Lot 2 of Riverbend Commons 1st Addition.

WHEREAS, 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; and

WHEREAS, the City of Moline currently owns parcel MO-9407 and will dedicate the easement; and

WHEREAS, staff recommends approval of the Deed of Dedication.

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

That the Mayor and City Clerk to accept a Deed of Dedication for a Utility Easement on Parcel MO-9407, Lot 2 of Riverbend Commons 1st Addition; provided, however, that said deed is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 3, 2014

Date

Passed: June 3, 2014

Approved: June 10, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

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:

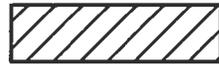
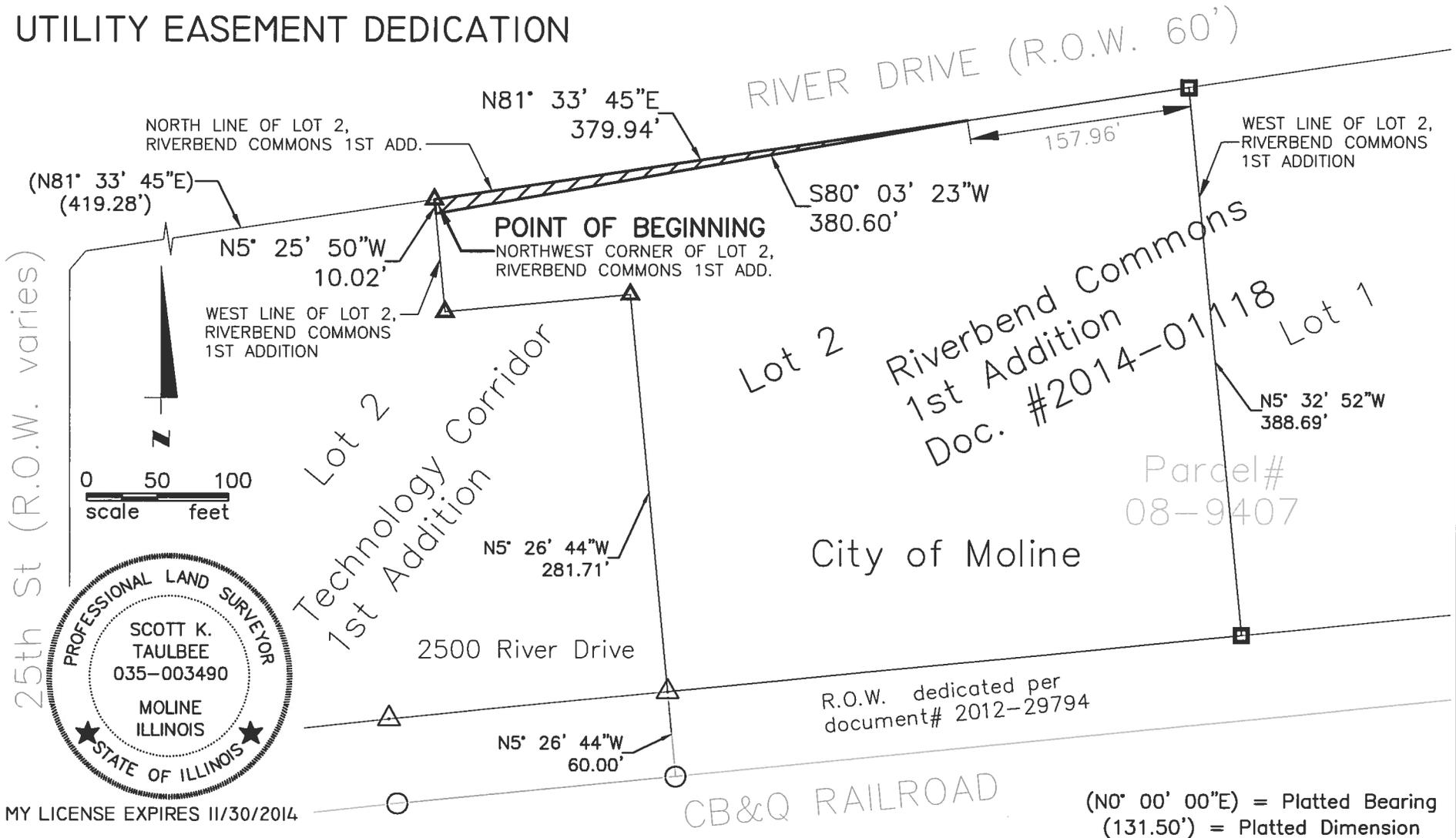
Maureen Riggs, City Attorney

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.

DATE

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

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

Council Bill/Resolution No. 1077-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve and execute an agreement between the Bass Street Landing Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #5 for a one-year period commencing June 1, 2014.

WHEREAS, the City of Moline recently published a Request for Proposals (RFP) to select a firm to provide property maintenance services for Special Service Area (SSA) #5 in Moline, Illinois; and

WHEREAS, Quality Construction Services, Inc. submitted the lowest responsible and responsive bid to the RFP, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the SSA for the last several years; and

WHEREAS, a selection committee selected Quality Construction Services, Inc., and the SSA Board approved the recommendation of said firm; and

WHEREAS, the agreement's terms fulfill the property maintenance needs of SSA #5.

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 approve and execute an agreement between the Bass Street Landing Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #5 for a one-year period commencing June 1, 2014; 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" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 3, 2014

Date

Passed: June 3, 2014

Approved: June 10, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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, 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

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



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

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
CANOPY/BAND SHELL	Provide routine cleaning of canopy/band shell at the plaza; report to City/SSA Board immediately any repairs or items needing attention.	As needed



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

Council Bill/Resolution No. 1078-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve and execute an agreement between the Moline Centre Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #6 for a one-year period commencing June 1, 2014.

WHEREAS, the City of Moline recently published a Request for Proposals (RFP) to select a firm to provide property maintenance services for Special Service Area (SSA) #6 in Moline, Illinois; and

WHEREAS, Quality Construction Services, Inc. submitted the lowest responsible and responsive bid to the RFP, possesses the equipment necessary to perform the work entailed, and has been the provider of similar services for the last several years; and

WHEREAS, a selection committee selected Quality Construction Services, Inc., and the SSA Board approved the recommendation of said firm; and

WHEREAS, the agreement's terms fulfill the property maintenance needs of SSA #6.

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 approve and execute an agreement between the Moline Centre Special Services Area Board and Quality Construction Services, Inc. for property maintenance services for Special Service Area #6 for a one-year period commencing June 1, 2014; 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" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 3, 2014

Date

Passed: June 3, 2014

Approved: June 10, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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~~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. Lagonarcino 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. Lagonarcino 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. Lagonarcino 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

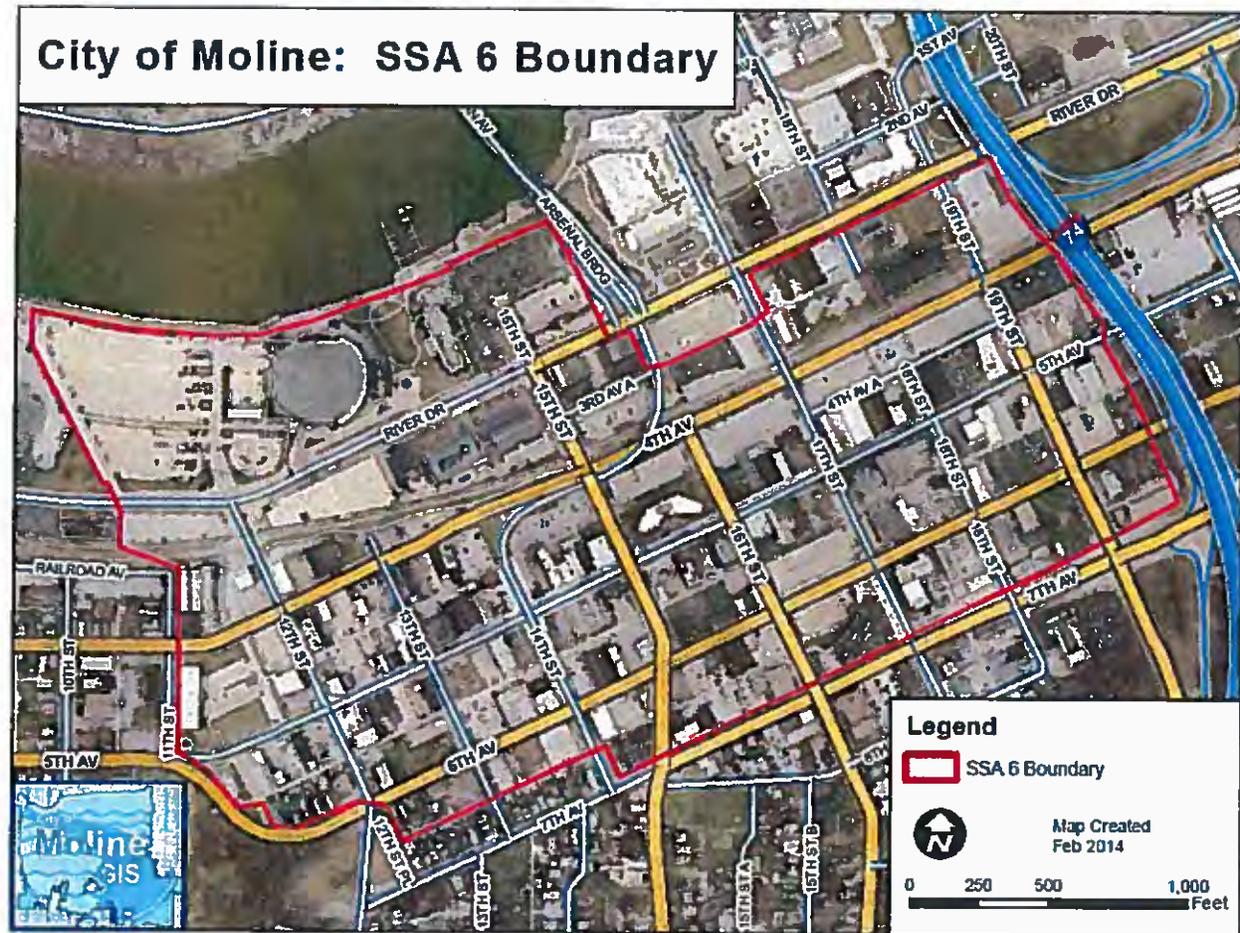


EXHIBIT "A"
MAINTENANCE SERVICES REQUIRED

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.

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Section 2-2207(a) in its entirety and enacting in lieu thereof one new Section 2-2207(a) dealing with the same subject matter.

WHEREAS, the City Council wishes to include an invocation at the City Council meetings; and

WHEREAS, this amendment will add invocation to the meeting 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.

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

Section 1 – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2207(a) in its entirety and enacting in lieu thereof one new Section 2-2207(a) dealing with the same subject matter, which shall read as follows:

"SEC. 2-2207. ORDER OF BUSINESS.

- (a) The following shall be the order of business of the City Council:
 - (1) Call to order of the members;
 - (2) Pledge of allegiance to the flag;
 - (3) Invocation;
 - (4) Roll call of members;
 - (5) Establishment of quorum;
 - (6) Approval of minutes of previous meetings (and, unless requested as a matter of personal privilege, reading of the minutes shall not be required if a written copy has been supplied with the Agenda);
 - (7) Consideration of appointments requiring advice and consent of the City Council;
 - (8) Petitions, Remonstrances and Communications from the public;
 - (9) Reports of City;
 - (10) Omnibus vote;
 - (11) Second Reading Ordinances;
 - (12) Resolutions;
 - (13) First Reading Ordinances;
 - (14) Remarks and business of the mayor;
 - (15) Remarks and business of the aldermen;
 - (16) Comments and questions from the public;
 - (17) Adjournment."

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No.: 4020-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Hot Rod Power Tour to be held on Thursday, June 12, 2014.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Thursday, June 12, 2014, from 5:00 p.m. until 9:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the end of the cul de sac
The parking lot on the southeast corner of River Drive and 17th Street

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4021-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Komen Quad
Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event
scheduled for Saturday, June 14, 2014.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Thursday, June 12, 2014, from 6:00 p.m. to 12 noon on Saturday, June 14, 2014
All lanes of River Drive from the easternmost side of 12th Street to the westernmost side of 15th Street

Saturday, June 14, 2014, from 6:00 a.m. to 12:30 p.m.
All lanes of River Drive from the westernmost side of 1st Street to the easternmost side of 23rd Street
All lanes of 19th Street from the northernmost side of River Drive to the northernmost side of 5th Avenue
All lanes of 4th Avenue from the easternmost side of 23rd Street to the westernmost side of 1st Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4022-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 15, 2014.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Sunday, June 15, 2014, from 5:00 a.m. until 4:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the north end of the street;
Easternmost lane of 55th Street from River Drive to Old River Drive;
10 feet of the northernmost side of Old River Drive from the easternmost side of 55th Street to the northernmost lane of River Drive;
Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

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

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney