



MOLINE CITY COUNCIL AGENDA

Tuesday, June 10, 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 June 3, 2014

SECOND READING ORDINANCES

1. 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.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. 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

3. 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

RESOLUTIONS

4. Council Bill/Resolution 1079-2014

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Microbrew Mile scheduled for Saturday, June 21, 2014.

EXPLANATION: This is an inaugural event sponsored by Microbrew Mile. Fourth and Fifth Avenue are state routes. Therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1080-2014

A Resolution authorizing the Mayor and City Clerk to Accept a Proposal from Interstate Fence and Construction Company to Replace Fencing Installation on University Drive.

EXPLANATION: Approximately 100' of chain link fencing along the south side of Western Illinois University, adjacent to the railroad right-of-way, was damaged and removed in January. Staff solicited pricing from five fencing contractors to replace the fence. Interstate Fence submitted the lowest price of \$18,500.00.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: N/A

6. Council Bill/Resolution 1081-2014

A Resolution Accepting the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year January 1, 2013 through December 31, 2013 for all municipal funds.

EXPLANATION: The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2013 is submitted for City Council acceptance. The primary objectives of a financial audit are: (1) to express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles; and (2) to determine whether the City has complied with applicable legal requirements in obtaining and expending public funds.

FISCAL IMPACT: Sound Fiscal Management

PUBLIC NOTICE/RECORDING: File with various governmental agencies

7. Council Bill/Resolution 1082-2014

A Resolution authorizing the Mayor and City Clerk to approve and execute an agreement to accept funding and to do all things necessary to execute all assurances and certifications to the Illinois Housing Development Authority (IHDA) for the Abandoned Residential Property Municipal Relief Program (APP) grant in the amount of \$58,909.40.

EXPLANATION: The Planning and Development Department prepared and submitted a grant application to the Illinois Housing Development Authority (IHDA) and was awarded \$58,909.40 for the Abandoned Residential Property Municipality Relief Program (APP) grant. This funding will provide assistance with securing, maintaining, demolishing, or rehabilitating abandoned homes throughout Moline. The Planning and Development Department will manage and operate the Abandoned Residential Property Municipality Relief Program (APP) grant under the appropriate IHDA program guidelines.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: N/A

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

8. Council Bill/Resolution 1083-2014

A Resolution endorsing the Regional Opportunities Council.

EXPLANATION: The City of Moline has been asked to endorse the Regional Opportunities Council and join the movement to lead and influence others to think, speak and behave in new ways that will transform the Quad Cities.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

9. 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

CB 3013 Council Member	Aye	Nay
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Mayor Raes		

RESOLUTIONS

10. Council Bill/Resolution 1084-2014

A Resolution authorizing the Police Chief/Public Safety Director to accept a proposal from Nelson Systems Incorporated, Springfield, Illinois, in the amount of \$13,700 for the purchase and installation of audio visual software and equipment in the police department.

EXPLANATION: The existing audio visual equipment in the Investigations Division interview rooms has been experiencing multiple system failures. Law enforcement is mandated by State statute to record interviews and interrogations conducted during the investigation of many offenses in order for them to be prosecutable. A Request for Proposals for a system replacement was issued and six responses were received. After reviewing each, two companies were selected to provide demonstrations of their systems before Police and IT staff. The proposal submitted by Nelson Systems, in the amount of \$13,700 was chosen as the best qualified in accordance with the selection criteria (specifications, equipment quality, pricing, warranty, and user simplicity).

FISCAL IMPACT: No cost to Police budget; system will be purchased with Asset Forfeiture Funds

PUBLIC NOTICE/RECORDING: N/A

CB 1084 Council Member	Aye	Nay
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Mayor Raes		

FIRST READING ORDINANCES

11. Council Bill/Special Ordinance 4023-2014

A Special Ordinance repealing Special Ordinance No. 4024-2013 which declared the prevailing rate of wages to be paid workers on public works projects, and ascertaining and declaring the prevailing rate of

wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

EXPLANATION: State statute requires the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4024-2013 which declared the prevailing wages for 2013.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: File with the Secretary of State and Department of Labor.

GOAL IMPACTED:N/A

12. Council Bill/Special Ordinance 4024-2014

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 Microbrew Mile & Races scheduled for Saturday, June 21, 2014.

EXPLANATION: This is an inaugural event and has been reviewed and 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.: 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

Council Bill/Resolution No.: 1079-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Microbrew Mile Races scheduled for Saturday, June 21, 2014.

WHEREAS, Microbrew Mile is sponsoring a road race included in the City of Moline, which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of the southernmost east-bound lane of 4th Avenue (Illinois 92) from the westernmost side of 27th Street to the easternmost side of 11th Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close the southernmost east-bound lane of 4th Avenue (Illinois 92) from the westernmost side of 27th Street to the easternmost side of 11th Street be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 3:30 p.m. to 7:30 p.m. on Saturday, June 21, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a road race.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agent as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

Mayor

June 10, 2014

Date

Passed: June 10, 2014

Approved: June 17, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1080-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to Accept a Proposal from Interstate Fence and Construction Company to Replace Fencing Installation on University Drive.

WHEREAS, approximately 100' of chain link fencing along the south side of Western Illinois University, adjacent to the railroad right-of-way, was damaged and removed in January; and

WHEREAS, staff solicited pricing from five fencing contractors to replace the fence; and

WHEREAS, Interstate Fence submitted the lowest price of \$18,500.00.

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 proposal from Interstate Fence and Construction Company to Replace Fencing Installation on University Drive; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 10, 2014
Date

Passed: June 10, 2014

Approved: June 17, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Interstate Fence & Construction Company

15587 N 1600th Avenue
 Geneseo, IL 61254

Estimate

Date	Estimate #
5/28/2014	235

Name / Address
Moline Public Works 3635 4th Ave. Moline IL. 61265

Project

Description	Qty	Cost	Total
Provide and install 1,000' of 6' tall 9 ga. chain link fence fabric with gray pre inserted slats onto existing framework. Also we are to replace top rail that is missing , Straighten posts that are bent and replace posts that can not be straightened .		18,500.00	18,500.00
Thank you for the opportunity to work with you!		Total	\$18,500.00

Customer Signature _____

Council Bill /Resolution No. 1081-2014
Sponsor _____

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause LLP for the Fiscal Year 2013 for all municipal funds.

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

That the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause LLP for the Fiscal Year 2013 is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2013, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to maintain said audit as a public record in the Office of the City Clerk.

CITY OF MOLINE, ILLINOIS

Mayor

June 10, 2014

Date

Passed: June 3, 2014

Approved: June 10, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1082-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement to accept funding and to do all things necessary to execute all assurances and certifications to the Illinois Housing Development Authority (IHDA) for the Abandoned Residential Property Municipal Relief Program (APP) in the amount of \$58,909.40; and

AUTHORIZING the Planning and Development Department to begin work upon the execution of the agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for the Abandoned Residential Property Municipal Relief Program (APP) in the amount of \$58,909.40, and to do all things necessary to implement said program requirements.

WHEREAS, as demonstrated by the City's past and current code enforcement activities, there is a continued need for additional code enforcement compliance of abandoned residential structures and additional resources to assist with the removal of deteriorated structures within the City; and

WHEREAS, the Planning and Development Department prepared and submitted a grant to IHDA and was awarded \$58,909.40 in grant funds; and

WHEREAS, the City of Moline has been awarded a grant from the Illinois Housing Development Authority (IHDA) program administrator of the Abandoned Residential Property Municipal Relief Program, as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time; and

WHEREAS, the Abandoned Residential Property Municipality Relief Program (APP) grant funding will provide assistance with securing, maintaining, demolishing, or rehabilitating abandoned homes; and

WHEREAS, the Planning Department will manage and operate the Abandoned Residential Property Municipality Relief Program (APP) grant under the appropriate IHDA program guidelines.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement to accept funding, and execute all necessary assurances and certifications to the Illinois Housing Development Authority (IHDA) for the Abandoned Residential Property Municipal Relief

Program in the amount of \$58,909.40, and do all things necessary to implement said grant program requirements.

BE IT FURTHER RESOLVED that the Planning and Development Department is hereby authorized to begin work upon the execution of the agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for the Abandoned Residential Property Municipal Relief Program in the amount of \$58,909.40, and do all things necessary to implement said grant program requirements.

CITY OF MOLINE, ILLINOIS

Mayor

June 10, 2014

Date

Passed: June 10, 2014

Approved: June 17, 2014

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this “Agreement”), made and entered into as of the ___ day of _____, 2014, by and between **CITY OF MOLINE**, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “IHDA Act”).

WITNESSETH:

WHEREAS, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities and counties in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Fifty-Eight Thousand Nine Hundred Nine and 40/100 Dollars (\$58,909.40) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

“Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

“Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

“Application” shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of May 13, 2014.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean July 28, 2014.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Initial Disbursement” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2012 through the Effective Date.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. **Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

5. **Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

- a. Report data-points and financials to Authority, as set forth herein.
- b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 7.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

6. Additional Covenants. The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief, (i) all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement; (ii) that the Funds shall be used only for the purposes described in this Agreement; and (iii) that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

7. **Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. **Initial Disbursement.** On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2012 through the Effective Date (the “Initial Disbursement Statement”), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Initial Disbursement Statement.

b. **Quarterly Disbursements.** Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient’s performance under the Abandoned Property Program to date and the Recipient’s continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. **Rejection of Disbursement Statement.** If the Authority rejects the Recipient’s Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority’s satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 10** hereof.

d. **Disbursement Statements.** The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. **Documentation Retention.** As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. **Bank Account for Disbursements.** The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

8. **Reporting Requirements.** The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

9. **Non-Discrimination.**

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-

discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

10. **Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the “Auditor”) shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 12** shall survive the provision of the Funds.

13. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

14. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

15. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

16. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

17. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

19. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Legal Department

If to Recipient:

City of Moline
619 16th Street
Moline, Illinois 61265
Attention: K.J. Whitley, Community Development Program Manager

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF MOLINE,
an Illinois unit of local government

By: _____

Name: _____

Title: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Mary R. Kenney, Executive Director

Exhibit A: Drug-Free Work Place Certification

EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Fundee or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Fundee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Fundee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Fundee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF MOLINE,
an Illinois unit of local government

By: _____
Name: _____
Title: _____

Council Bill/Resolution No.: 1083-2014

Sponsor: _____

A RESOLUTION

ENDORSING the Regional Opportunities Council.

WHEREAS, the City of Moline is proud to endorse the Regional Vision and join the movement to lead and influence others to think, speak and behave in new ways that will transform our region; and

WHEREAS, we pledge to promptly identify and implement ways in which our organization's strategic priorities and goals can be aligned to help the regional vision become reality; and

WHEREAS, we will designate a representative of the City of Moline to periodically meet with the designees of other regional organizations. Our designee is directed to serve as an active participant in shaping the future of our region, communicate our achievements in regional alignment and report back to us how the alignment of others is making a difference in our region.

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

That the Regional Opportunities Council is hereby endorsed.

CITY OF MOLINE, ILLINOIS

Mayor

Date June 10, 2014

Passed: June 10, 2014

Approved: June 17, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

ENDORSEMENT RESOLUTION

The _____ of _____
is proud to endorse the Regional Vision and join the movement to lead
and influence others to think, speak and behave in new ways that will
transform our region.

We pledge to promptly identify and implement ways in which our
organization's strategic priorities and goals can be aligned to help the
regional vision become reality.

We hereby designate _____ as a representative of
our organization to periodically meet with the designees of other regional
organizations. Our designee is directed to serve as an active participant
in shaping the future of our region, communicate our achievements in
regional alignment and report back to us how the alignment of others is
making a difference in our region.



Signature

Date

VISION STATEMENT

The Quad Cities region is recognized globally for
growing and attracting talent and businesses;
is energized by a culturally rich community; inspires
innovation; and embraces lifelong learning.



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/Resolution No. 1084-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police/Public Safety Director to accept a proposal from Nelson Systems Incorporated, Springfield, Illinois, in the amount of \$13,700 for the purchase and installation of audio visual software and equipment in the police department.

WHEREAS, the existing audio visual equipment in the Investigations Division interview rooms has been experiencing multiple system failures and must be replaced; and

WHEREAS, six responses were received to an advertised Request for Proposals; and

WHEREAS, the proposal submitted by Nelson Systems was chosen as the best qualified in accordance with the specifications and selection criteria; and

WHEREAS, the cost for the purchase and installation will be paid from police asset forfeiture funds; and

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

That the Chief of Police/Public Safety Director is hereby authorized accept a proposal from Nelson Systems Incorporated, Springfield, Illinois, in the amount of \$13,700 for the purchase and installation of audio visual software and equipment in the police department, provided said proposal is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
June 10, 2014

Date

Passed: June 10, 2014

Approved: June 17, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

BID TABULATION

INTERVIEW ROOM AUDIO/VISUAL EQUIPMENT

RFP Accepted May 9, 2014 – May 28, 2014

COMPANY	Bid	Staff Review
WAHL TEK	\$25,995	Bid did not include wiring.
BIS DIGITAL	\$15,363	Meets specifications.
BUS COMM	\$9,250	Meets specifications; however, while the software was acceptable, the low quality, reduced memory hardware (500 GB) quoted in RFP was not recommended by IT staff.
PRECISE DIGITAL	\$20,709	Did not meet specifications.
COURT SMART	\$30,625	Meets specifications
NELSON SYSTEMS	\$13,700	Meets specifications, and both software and hardware (2 TB) quoted in the RFP are recommended by IT staff and Police staff.

RFP Opening Held: Wednesday, May 28, 2014, 1:00 p.m. Police Community Room

Staff Recommendation: Accept bid for from Nelson Systems \$13,700



Nelson Systems
I N C O R P O R A T E D

MOLINE POLICE DEPARTMENT INTERVIEW RECORDING SOLUTION

Attention:
Captain Trevor Fisk
Moline Police Department
(309)524-2235
tfisk@moline.il.us

May 28, 2014

Costs for 4 Room Interview Recording Solution

Description	# Items or Units		Total
Rack Mount Server, keyboard, mouse	2		Included
Liberty Interview software and 1 year warranty	4		Included
PROFESSIONAL SERVICES			
Installation, Configuration & Training	1		Included
TOTAL INVESTMENT			\$13,700.00

1 Year 8-5 Warranty on All Hardware & Software (5 days a week, 8-5 after hours support available), 24/7 at an additional rate.

~~Second Year Maintenance (Includes remote, on-site, hardware and software upgrades) \$2,750.00~~

Second Year Maintenance Software Only Remote Support (Includes upgrades) \$1,000.00

On-site Support \$300/hr (Includes travel).

Frank Kulavic
Senior Account Manager
Nelson Systems Inc.
217-241-2833
217-793-1582 Fax
<http://www.nelsonsystems.com>

HARDWARE
MAINTENANCE
WILL BE HANDLED
BY IN HOUSE IT
STAFF

Council Bill/Special Ordinance: 4023-2014

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4024-2013 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1. That Special Ordinance No. 4024-2013 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of June 2014, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3. That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4. That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5. That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7. That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8. That the City Clerk shall cause this ordinance to be published in The Dispatch, a newspaper of general circulation, and this ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Rock Island County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	2.0	2.0	6.500	4.250	0.000	0.650
BOILERMAKER		BLD		36.750	39.750	2.0	2.0	2.0	7.070	15.84	0.000	0.350
BRICK MASON		BLD		26.850	28.350	1.5	1.5	2.0	8.650	5.500	0.000	0.520
CARPENTER		BLD		26.600	27.930	1.5	1.5	2.0	8.360	9.060	0.000	0.600
CARPENTER		HWY		28.240	29.990	1.5	1.5	2.0	9.380	12.34	0.000	0.450
CEMENT MASON		BLD		25.400	27.400	1.5	1.5	2.0	6.750	9.290	0.000	0.500
CEMENT MASON		HWY		25.700	26.700	1.5	1.5	2.0	6.750	10.60	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.830	0.000	1.5	1.5	2.0	8.650	5.580	0.000	0.250
ELECTRIC PWR EQMT OP		ALL		29.410	0.000	1.5	1.5	2.0	5.590	8.230	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.440	0.000	1.5	1.5	2.0	5.610	8.520	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		38.390	42.230	1.5	1.5	2.0	5.770	10.75	0.000	0.380
ELECTRICIAN		BLD		32.000	34.000	1.5	1.5	2.0	7.490	11.25	0.000	0.310
ELECTRONIC SYS TECH		BLD		24.000	25.750	1.5	1.5	2.0	7.270	5.470	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.890	44.880	2.0	2.0	2.0	12.73	13.46	3.190	0.600
GLAZIER		BLD		27.360	28.860	1.5	1.5	2.0	6.940	6.520	0.000	0.450
HT/FROST INSULATOR		BLD		29.760	30.960	1.5	1.5	2.0	5.450	12.05	0.000	0.900
IRON WORKER		ALL		29.000	31.320	1.5	1.5	2.0	9.390	10.93	0.000	0.690
LABORER		BLD	1	22.340	23.230	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD	2	23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD	3	24.490	25.470	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		HWY	1	26.000	27.000	1.5	1.5	2.0	6.750	8.900	0.000	0.800
LABORER		HWY	2	26.500	27.500	1.5	1.5	2.0	6.750	8.900	0.000	0.800
LABORER		HWY	3	27.130	28.130	1.5	1.5	2.0	6.750	8.900	0.000	0.800
LATHER		BLD		26.600	27.930	1.5	1.5	2.0	8.360	9.060	0.000	0.600
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		18.830	0.000	1.5	1.5	2.0	8.650	5.580	0.000	0.250
MARBLE MASON		BLD		23.170	23.670	1.5	1.5	2.0	8.650	5.580	0.000	0.250
MATERL/TSTR/INSP I		ALL		25.130	0.000	1.5	1.5	2.0	6.750	7.410	0.000	0.800
MATERL/TSTR/INSP II		ALL		27.130	0.000	1.5	1.5	2.0	6.750	7.410	0.000	0.800
MILLWRIGHT		N	BLD	35.120	38.630	1.5	1.5	2.0	9.170	14.05	0.000	0.500
MILLWRIGHT		S	BLD	27.640	29.340	1.5	1.5	2.0	6.900	12.32	0.000	0.500
OPERATING ENGINEER		BLD	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	7	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	7	30.400	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	8	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
PAINTER		ALL		27.320	28.320	1.5	1.5	1.5	5.250	6.350	0.000	0.600
PAINTER OVER 30FT		ALL		28.570	29.570	1.5	1.5	1.5	5.250	6.350	0.000	0.600
PAINTER PWR EQMT		ALL		27.820	28.820	1.5	1.5	1.5	5.250	6.350	0.000	0.600
PILEDRIVER		BLD		26.600	27.930	1.5	1.5	2.0	8.360	9.060	0.000	0.600
PILEDRIVER		HWY		28.240	29.990	1.5	1.5	2.0	9.380	12.34	0.000	0.450
PIPEFITTER		ALL		36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050
PLASTERER		BLD		27.800	29.800	1.5	1.5	2.0	7.100	6.500	0.000	0.600
PLUMBER		ALL		36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050

ROOFER	BLD	25.630	26.880	1.5	1.5	2.0	8.860	5.920	0.000	0.280
SHEETMETAL WORKER	BLD	30.330	32.360	1.5	1.5	2.0	7.140	10.96	0.000	0.540
SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON	BLD	26.850	28.350	1.5	1.5	2.0	8.650	5.500	0.000	0.520
SURVEY WORKER	ALL	27.130	28.130	1.5	1.5	2.0	6.750	7.410	0.000	0.800
TERRAZZO FINISHER	BLD	18.830	0.000	1.5	1.5	2.0	8.650	5.580	0.000	0.250
TERRAZZO MASON	BLD	23.170	23.670	1.5	1.5	2.0	8.650	5.580	0.000	0.250
TILE LAYER	BLD	26.600	27.930	1.5	1.5	2.0	8.360	9.060	0.000	0.600
TILE MASON	BLD	23.170	23.670	1.5	1.5	2.0	8.650	5.580	0.000	0.250
TRUCK DRIVER	ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TUCKPOINTER	BLD	26.850	28.350	1.5	1.5	2.0	8.650	5.500	0.000	0.520

Legend:

RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished

at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws,

chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat,

etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than

provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Council Bill/Ordinance No.: 4024-2014

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 Microbrew Mile & Races scheduled for Saturday, June 21, 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:

1:00 p.m. Friday, June 20, 2014 to 12:00 a.m. Sunday, June 22, 2014

U-Lot from the easternmost side of the garbage corrals to the easternmost side of the U-Lot

5:30 a.m. Saturday, June 21, 2014 to 12:00 a.m. Sunday, June 22, 2014

U-Lot

5:30 a.m. Saturday, June 21, 2014 to 12:00 a.m. Sunday, June 22, 2014

All lanes of 14th Street from the northernmost side of 5th Avenue to Arsenal Island

1:00 p.m. Saturday, June 21, 2014 to 12:00 a.m. Sunday, June 22, 2014

All lanes of 5th Avenue from the westernmost side of 15th Street to the easternmost side of 13th Street.

All lanes of 14th Street from the northernmost side of the alley in between 5th & 6th Avenue to Arsenal

3:45 p.m. Saturday, June 21, 2014 to 7:30 p.m.

All lanes of 5th Avenue from the westernmost side of 13th Street to the easternmost side of 19th Street.

All lanes of 19th Street from the southernmost side of 5th Avenue to the southernmost eastbound lane of 4th Avenue.

The southernmost lane of 4th Avenue from the easternmost side of 19th Street to the westernmost side of 13th Street.

13th Street from the southernmost side of 4th Avenue to the southernmost side of 5th Avenue.

4:45 p.m. Saturday, June 21, 2014 to 7:30 p.m.

All lanes of 5th Avenue from the westernmost side of 11th Street to the easternmost side of 27th Street.

All lanes of 27th Street from the southernmost side of 5th Avenue to the southernmost eastbound lane of 4th Avenue.

The southernmost eastbound lane of 4th Avenue from the easternmost side of 27th Street to the westernmost side of 11th Street.

All lanes of 11th Street from the southernmost eastbound lane of 4th Avenue to the northernmost side of 5th Avenue.

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

Council Bill/Ordinance No.: 4024-2014

Sponsor: _____

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