

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, December 2, 2014

Mayor's Board Appointments

Mayor's reappointment of Don Margenthaler to the Metropolitan Airport Authority for a full five year term to expire November 30, 2019.

Mayor's reappointment of Kristen Bergren and Susan Wolf to the Keep Moline Beautiful Commission for full three year terms to expire November 30, 2017.

Proclamation

A Proclamation from the Moline Police Department to declare December, as "Drunk and Drugged Driving Prevention Month."

Questions on the Agenda

Agenda Items

1. **Surplus Property** (Mike Maynard, Fire Battalion Chief)
2. **Easement with MidAmerican Energy** (Chris Mathias, Property Management Coordinator)
3. **Chapter 35 Amendment** (Shawn Christ, Land Development Manager)
4. **Fuel Purchasing** (J.D. Schulte, Fleet Services Manager)
5. **Hours Change at Prospect Park** (Mike Waldron, Interim Parks Director)
6. **Gas Tax Amendment** (Kathy Carr, Finance Director)
7. **Bond Abatement** (Kathy Carr, Finance Director)
8. **Engineering Design for 12th Avenue Bridge** (Scott Hinton, City Engineer)
9. **Engineering Design for 16th Street Viaduct** (Scott Hinton, City Engineer)
10. **Downtown Streetlights** (Scott Hinton, City Engineer)
11. **Renaming John Deere Road Overpass** (Scott Hinton, City Engineer)
12. **Blight Reduction Program** (Jeff Anderson, City Planner)
13. **Change Alderman Compensation to Salary** (Maureen Riggs, City Attorney)
14. **Change Alderman Compensation** (Maureen Riggs, City Attorney)
15. **Change Alderman Missed Meetings** (Maureen Riggs, City Attorney)
16. **Change Meeting Frequency of Meeting** (Maureen Riggs, City Attorney)
17. **Change Meeting Time of Meeting** (Maureen Riggs, City Attorney)
18. **2015 Meetings Schedule**
19. **Other**
20. **Public Comment**

Explanation

- 1. A Resolution declaring four 100 foot sections of rubber jacketed fire hose as surplus property and authorizing the Finance Director to dispose of said surplus property.** (Mike Maynard, Battalion Chief)

Explanation: The four existing 100 foot sections of rubber jacketed fire hose from the Moline Fire Department are new and have not yet been placed into service. They were found to be inferior to the nylon jacketed hose that the Department currently uses. The City's current fire hose vendor has offered to find a buyer for this hose so the City can recoup the money that was spent purchasing it. The City will then use the proceeds from the sale to replace some of the 5 inch hose that has reached the end of its service life. The estimated value of the hose is \$400 per section.

Staff Recommendation: Approval
Fiscal Impact: Potential Revenue for the General Fund
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

- 2. A Special Ordinance granting a perpetual gas and regulator station easement to MidAmerican Energy Company.** (Chris Mathias, Property Management Coordinator)

Explanation: MidAmerican Energy Company (MidAmerican) would like to expand its current gas easement located on City-owned property at 3620 38th Avenue, Moline. MidAmerican has identified that the gas line running along 38th Avenue has a high risk of ranking due to some obsolete technology. MidAmerican would like to install a gas regulator station in the easement to lower the pressure on the line and reduce the stress on the gas lines. The proposed easement would expand the existing easement 20 feet to the north and allow the installation of a gas regulator station. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: MidAmerican will record
Goals Impacted: Upgrade City Infrastructure & Facilities

- 3. An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, Article III, Division 4, "LAND USE REGULATIONS," Table 35-3401.1.** (Shawn Christ, Land Development Manager)

Explanation: An application to revise the Code was submitted by Roberta Milas and Robert E. Edwards, RWE Management Company, to revise the text in Table 35-3401.1 by adding Animal Boarding Services land uses as a Special Use in the B-3 Zoning District. The Plan Commission has reviewed said application and recommends approval of the proposed amendments. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Public Notice Published October 23, 2014
Goals Impacted: Strong Local Economy

- 4. A Special Ordinance authorizing the Fleet Manager to purchase commodity loads of fuel for the Public Works central fueling facility up to \$30,000.00.** (J.D. Schulte, Fleet Manager)

Explanation: The central fuel island at the Public Works facility has 30,000 gallons of underground storage capacity. The most cost effective purchasing strategies typically involve purchasing full loads with a single point of drop. When these come directly from the terminals off of the pipelines, a full load is between 7,200 and 9,000 gallons. These deliveries at current price points can exceed the manager level purchasing threshold identified in Appendix 1 of the Moline Code of Ordinances, which specifies \$14,999.99 as the maximum. To take advantage of the most cost effective methods to purchase fuel, the administration is

asking to have the purchasing authority for the Fleet Manager raised to a higher threshold, up to \$30,000.00, for the purpose of purchasing fuel. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Financially Strong City

- 5. An Ordinance amending Chapter 23, “PARKS AND RECREATION,” of the Moline Code of Ordinances, Section 23-2102, by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b) relating to the same subject matter. (Mike Waldron, Public Works Director/Interim Parks Director)**

Explanation: The Park Board recommends that Chapter 23, “PARKS AND RECREATION,” of the Moline Code of Ordinances, Section 23-2102(b), be amended by changing the closing time of Prospect Park from 11:00 p.m. daily to sunset. Adoption of this ordinance would effect that change.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities, A Great Place to Live

- 6. An Ordinance amending Chapter 31, “TAXATION,” of the Moline Code of Ordinances, Article III, “MOTOR FUEL TAX,” Section 31-3100, “DEFINITIONS,” by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter. (Kathy Carr, Finance Director)**

Explanation: This Ordinance amendment will allow the City to begin collecting the motor fuel tax on these types of fuel effective January 1, 2015. This Ordinance was enacted May 25, 1986 when biodiesel and compressed natural gas were not as prevalent as they are today.

Staff Recommendation: Approval
Fiscal Impact: Additional Revenue for the General Fund
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

- 7. A Special Ordinance requesting the County Clerk to not extend 2014 taxes for payment of all principal and interest on City of Moline General Obligation Corporate Purpose Bonds. (Kathy Carr, Finance Director)**

Explanation: Annually, the City of Moline instructs the County Clerk not to extend property taxes for municipal bonds. Principal and interest on all City General Obligation Bonds are paid from other revenue sources. The 2014 abatement ordinance must be filed with the County Clerk by the last day of January 2015. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: This ordinance must be passed and filed or the County Clerk will extend additional property taxes for 2014 collectible 2015 tax bills.
Public Notice/Recording: Finance Department will record
Goal Impacted: Financially strong City

- 8. A Resolution authorizing approval to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1229, 12th Avenue Bridge Expansion Joint Replacement. (Scott Hinton, City Engineer)**

Explanation: The 2015 Capital Improvement Program includes the replacement of the expansion joints on the 12th Avenue Bridge over 15th Street. Staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$35,640.00.

Staff Recommendation: Approval

Public Notice/Recording: N/A
Fiscal Impact: Funds are budgeted in Account #510-9965-438.08-20
Goals Impacted: Strong Local Economy & Improved City Infrastructure

9. A Resolution authorizing approval to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1228, 16th Street Viaduct Connection Replacement. (Scott Hinton, City Engineer)

Explanation: The 2015 Capital Improvement Program includes the replacement of the pin-and-link joints on the 16th Street Viaduct. Staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$21,480.00.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted in Account #510-9965-438.08-20
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure

10. A Resolution authorizing the Mayor and City Clerk to approve of a Purchase Agreement between the City of Moline and Republic Electric to allow the City of Moline to purchase decorative Lumec street lights. (Scott Hinton, City Engineer)

Explanation: A total of \$80,000.00 is included in the 2014 Moline Centre budget to continue replacing the aging, deteriorated decorative street lights in downtown Moline. Republic Electric proposes to supply new street lights for \$5,860.00 each. Funds are available to allow the purchase of nine lights in 2014. These nine lights will total \$52,740.00. A proposed purchase of additional lights will come before Council in 2015. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are available in account #010-0828-423.08-60
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure

11. A Resolution authorizing the Mayor and City Clerk to approve of the renaming of the 41st Drive Connector. (Scott Hinton, City Engineer)

Explanation: The new street and bridge constructed over John Deere Road west of 38th Street was named and signed as the “41st Drive Connector” by the Illinois Department of Transportation (IDOT). This designation does not match into the City of Moline’s existing street network and causes confusion to emergency responders. IDOT will rename the street and install new signage upon receipt of a Resolution passed by the City of Moline City Council which designates the desired street names. City staff recommends the north/south section south of 38th Avenue be designated as “35th Street from 38th – 40th Avenues,” the east/west section west of 38th Street be designated as “40th Avenue from 35th – 38th Streets,” and the southwestern stub leading to the trailer park and Rock Island County parcels be designated as “40th Avenue Place.” Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: N/A

12. A Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline (hereinafter “City”) and the Moline Community Development Corporation (hereinafter “MCDC”) setting forth the terms for submitting a joint application for the Blight Reduction Program through the Illinois Housing Development Authority and administering the Blight Reduction Program if funds are awarded; and authorizing the City and staff to do all things necessary to apply for the Blight Reduction Program through the Illinois Housing Development Authority to decrease preventable foreclosure and stabilize neighborhoods by targeting blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment. (Jeff Anderson, City Planner)

Explanation: The City is seeking to submit an application to the Illinois Housing Development Authority (hereinafter “IHDA”) to participate in the Blight Reduction Program (hereinafter “BRP”), which was created by the IHDA in 2014 under the Hardest Hit Fund Program funded through the Troubled Asset Relief Program (“TARP”), a U.S. Treasury managed resource dedicated to foreclosure prevention and neighborhood stabilization. Under the terms of the BRP, the applicant must be an Illinois unit of local government. The BRP requires the City to partner with a not-for-profit agency. MCDC is an Illinois not-for-profit agency with experience in housing and development. The City and MCDC desire to partner for the BRP to work to decrease preventable foreclosures and stabilize neighborhoods, and to target blighted, vacant, residential properties in specific communities (“BRP Target Area”) for demolition, greening, and eventual reuse, repurpose and/or redevelopment. The BRP requires that the parties enter into an agreement, acceptable to both, delineating each party’s role in the program to ensure that any BRP funds are used effectively to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote both parties interests. The parties seek to enter into this Memorandum of Understanding to delineate each party’s role in the BRP, if awarded such funds. Additional documentation attached. This item will also appear on the City Council Agenda on December 2, 2014 under “Items Not on Consent.”

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live

13. An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing Section 2-2106 in its entirety and enacting in lieu thereof one new Section 2-2106 relating to the same subject matter. (Maureen Riggs, City Attorney)

Explanation: Under the current ordinance, Aldermen are paid \$100 per meeting actually attended with six paid absences per year. This compensation plan does not accurately represent the time spent performing aldermanic duties outside of City Council meetings. It would also be easier for payroll purposes to convert the current compensation system to an annual salary paid out on a bi-weekly basis. Furthermore, City staff is proposing a slight reduction in the number of City Council meetings to be held, and this change would keep the overall compensation of \$4,600 the same, as it is against State law to increase or decrease the compensation to an elected official during his or her term of office. Staff proposes to convert to a salary basis for a total annual compensation of \$4,600.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goals Impacted: None Identified

14. An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing Section 2-2106 in its entirety and enacting in lieu thereof one new Section 2-2106 relating to the same subject matter. (Maureen Riggs, City Attorney)

Explanation: The compensation to Aldermen, \$100 per meeting or \$4,600 annually, has remained the same since 1994. This compensation is low compared to neighboring municipalities and does not adequately compensate Aldermen for the amount of time involved in performing their duties. City staff recommends raising the salary of Aldermen to \$8,000 effective with the new term of office to commence in May of 2017. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: An increase of \$3,400/year in Alderman Salaries to commence in May of 2017.
Public Notice/Recording: Pamphlet Publication
Goals Impacted: None Identified

15. An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Section 2-2205 in its entirety and enacting in lieu thereof one new Section 2-2205 relating to the same subject matter. (Maureen Riggs, City Attorney)

Explanation: If the Council chooses to convert to an annual salary for Aldermen instead of compensation of \$100 per meeting, there should be some enforcement mechanism in place to ensure that Aldermen attend meetings. Therefore, Section 2-2205 of the Moline Code of Ordinances should be amended to show a violation for excessive absenteeism of Aldermen who miss more than five (5) meetings annually. The fine for such ordinance violation would be \$100 per meeting missed in excess of five (5) annually.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goals Impacted: None Identified

16. An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and 2-2200(b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and 2-2200(b) relating to the same subject matter. (Maureen Riggs, City Attorney)

Explanation: The City Council currently meets every Tuesday except the 5th Tuesday of the month, and, in the months of June, July, and August, the Council meets three times per month. Additionally, the Council does not meet on holidays or other Tuesdays as determined by Special Ordinance on an annual basis. In an effort to be more efficient, the Mayor and staff propose to reduce the number of meetings from 43 per year to 36 (three per month). Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goals Impacted: None Identified

17. An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and 2-2200(b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and 2-2200(b) relating to the same subject matter. (Maureen Riggs, City Attorney)

Explanation: The City Council currently meets at 6:30 p.m. The Mayor and staff propose to move up the start time of the City Council Meetings to 6:00 p.m., instead of 6:30 p.m., so that the meetings may end earlier.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goals Impacted: None Identified

18. A Special Ordinance setting the annual meetings schedule for 2015. (Tracy Koranda, City Clerk)

Explanation: Pursuant to Ordinance, City staff is required to notify media of the 2015 City Council and Boards & Committee Meetings Schedule. This Ordinance would authorize that notification. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: None Identified

Prepared by and return to: Dawn M. Carlson 563.333.8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350 – DAV4, Davenport, Iowa 52808-9986

**MIDAMERICAN ENERGY COMPANY
GAS AND REGULATOR STATION EASEMENT**

Folder No. 178-14 GR
Work Req. No. DR2445306
Project No. 45371

State of Illinois
County of Rock Island
Section 10
Township 17 North
Range 1 West of the 4th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **The City of Moline** (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited, regulators, meters, valves, blow-offs, pipe fittings, fencing, protective post barriers, support brackets, piping, line markers and other reasonably necessary above or below ground equipment incident thereto (collectively "facilities") under, upon, and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

A parcel of land in part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois, described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 10;

Thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way Line of 38th Avenue (Coaltown Road);

Thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 193.00 feet to the point of beginning;

Thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed, as Document Number 98-02505 in the Rock Island County Recorder's Office;

Thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet;

Thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning.

And also:

That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, described as follows: Commencing at the Southwest corner of said Section Ten (10); thence East along the South line of said Section Ten (10) Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the Southerly Right of Way Line of the public highway known as S.A.R. #21; thence North 80° 04' West along said Right of Way Line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; EXCEPTING therefrom that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968, and filed for record July 12, 1968, and recorded in the Recorder's Office of Rock Island County, Illinois, in Record Book 393 as Conveyance Number 669386; EXCEPTING THEREFROM the following: Commencing at the Southwest Corner of the Southwest Quarter of said Section 10; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way line of 38th Avenue (Coaltown Road); thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 193.00 feet to the point of beginning; thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed recorded as Document Number 98-02505 in the Rock Island County Recorder's Office; thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet; thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning; the above described parcel of land contains 0.007 acre, more or less; for the purpose of this description the West line of the Southwest Quarter of said Section 10 has been assigned the bearing of North 00 degrees 00 minutes 00 seconds East; situated in the County of Rock Island and the State of Illinois.

EASEMENT AREA:

A gas and gas regulator station described as follows:

The Easterly Fifteen (15) feet of the Westerly Twenty-Five (25) feet of the Southerly Thirty-Five (35) feet of the Northerly Seventy-five (75) feet of the following described property: That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Number Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth (4th) Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 10; thence East along the South line of said Section 10, Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the southerly right of way line of the public highway known as S.A.R. #121; thence North 80° 04' West along said right of way line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said Section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; excepting that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968 and filed for record July 12, 1968 and recorded in the Recorder's office of Rock Island County, Illinois in Record Book 393 as Conveyance No. 669386, situated in the County of Rock Island and State of Illinois.

As shown on Exhibit A – attached as shown hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the easement area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences, and structures that interfere with the proper maintenance of said facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or

EXHIBIT "A"

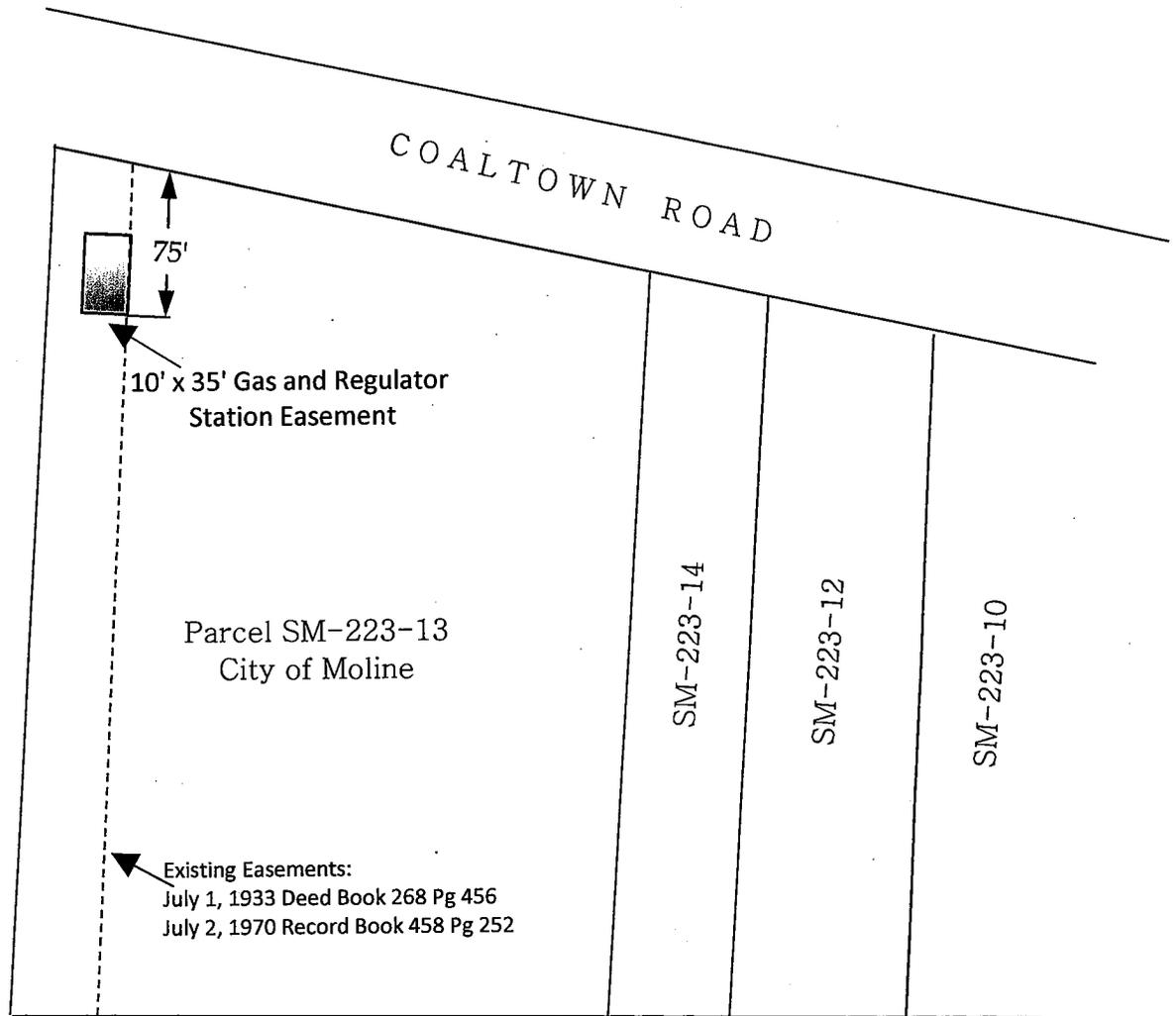
LEGEND



- Easement Area

EASEMENT AREA:

The Easterly Fifteen (15) feet of the
 Westerly Twenty-Five (25) feet of the
 Southerly Thirty-Five (35) feet of the
 Northerly Seventy-Five (75) feet of
 Parcel No. SM-223-13.



Customer: City of Moline
Address: 619 16th Street
City: Moline, Illinois 61265

ROW Agent: DMC

Job Desc: Gas and Regulator Station Easement

Scale: Not to Scale

Folder #: 178-14 GR

DR # 2445306

Date: November 20, 2014

Sec 10, T 17 N, R 1 W, 4th PM





APPLICATION FOR AMENDMENT TO ZONING & LAND DEVELOPMENT CODE AND REZONING

(For staff only) PC Case No. PC-14-016 Filing Date 10-15-14 \$650 Filing Fee (non-refundable) submitted: YKS

The undersigned Owner of Record or Agent requests that an amendment be made to the Zoning and Land Development Code of the City of Moline, Illinois.

APPLICATION TYPE (check one)

- REZONING. Complete Section 1 and Section 2 below and attach additional documentation if necessary. TEXT AMENDMENT. Attach a detailed copy of the proposed amendment(s) and complete Section 2 below.

SECTION 1

Legal Description from Deed or Survey (attach additional sheets if necessary):

Blank lines for legal description

Property Location (Street Address):

Parcel Number: Total Area (Acres or Square Feet):

Present Zoning Classification: Proposed Zoning Classification: B-3 with last amendment allowing an animal hospital with board

Present Use: Proposed Use:

Owner Name:

Owner Mailing Address:

Owner Phone Number: Owner Email Address:

SECTION 2

Applicant/ Authorized Agent Name: Roberta Milas/ Robert W. Edwards, RWE Management Company

Applicant Mailing Address: 3311 31st Street Rock Island, IL 61201/ 16W361 S. Frontage Road, Unit 106, Burr Ridge, IL 60627

Applicant Phone Number: 309-230-3993/708-767-5355 Applicant Email Address: milasdvm@hotmail.com/bob@rwe-management.com

Signature of Applicant (for text amendment) or Signature of Owner of Record or Authorized Agent (for rezoning) Note: Authorized Agent must attach written authorization from Owner of Record.

Handwritten signature of Roberta Milas and date 10/15/14

REQUIRED ATTACHMENT: Interested Party Disclosure Form N/A



Planning & Development
619 – 16th Street
Moline, Illinois 61265

309-524-2036
309-524-2031 fax

www.moline.il.us

Divisions

Planning & Administration
524-2030

Community Development
524-2040

Economic Development
524-2036

Land Development
524-2050

MEMORANDUM

TO: Plan Commission
FROM: Shawn Christ-, AICP
SUBJECT: PC 14-06: Zoning Text Amendment – Allowable land uses in the “B-3”
Neighborhood Center Zoning District
DATE: November 7, 2014

Attached please find a redlined draft indicating a proposed text amendment to the City’s Zoning and Land Development Code. This application to revise the Code was submitted by Roberta Milas and Robert W. Edwards, RWE Management Company. The proposed amendment is as follows:

Revising text in Table 35-3401.1 by adding Animal Boarding Services land uses as a Special Use in the B-3 district

Section 35-2203(c) lists the approval criteria for zoning code amendments and rezonings. Most of these criteria are specific to rezoning requests, however, the following criteria may be evaluated for this proposed text amendment:

- Whether the existing text was in error at the time of adoption. The text may not have been erroneous, however, it is possible that the code inadvertently excluded certain land uses that could be considered functional components of this district.
- Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents, and requirements of the Zoning Code and other City regulations and guidelines. The proposal seems generally consistent with the Goals of the Comprehensive Plan, especially #3 Business Development and Neighborhood Stabilization, and #8 Economic Development Plan. Staff identifies that the text within the Comprehensive Plan can be rather general and that the “Purpose and Intent” and “Defining Characteristics” sections for each Zoning District can provide more guidance. Sec. 35-3310 states, the purpose and intent of the “B-3” Community Business District is to provide areas for “general commercial businesses which serve a significant segment of the population”. Defining characteristics of the district include a variety of commercial uses housed in buildings of various sizes...Given the intensity of use and site development within the District, off-site impacts from traffic generation, noise, odors, lights and vibrations can be significant and need to be minimized through site layouts and building orientations designed to achieve compatibility with the adjoining residential districts.” It seems feasible that Animal Boarding Services land uses (including animal hospitals with long term boarding) could fit within the “B-3” District, with careful consideration given to impacts on adjoining properties by means of the Special Use process.
- Whether there is a need in the community for the proposal. Staff believes there is a need for animal boarding services and animal hospitals within the community. The American Veterinary Medical Association estimates that there has been a 34% increase in the number of pet dogs in the U.S. since 1996, and a 28% increase in the number of pet cats over the same time period. The increasing numbers of pets combined with people leading busier lives should increase the demand for animal boarding services within the City of Moline.

Staff recommends Plan Commission support of the proposed amendment.

Attachments

1. Redlined amendment sheet
2. Application form

**Table 35-3401.1.
Permitted Land Uses**

														Type of Land Use
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	
														Principal Commercial Land Uses (Sec. 35-3408)
					P	P	P	P	P	P	P	P	P	(a) Office
					P	P	P	P	P	P	P			(b) Personal or Professional Service, Limited
						P	P	P	P	P	P			(c) Sales and Service, General
								S	P	P	P			(d) Sales and Service, Intensive
					S	S		S	S	P	P			(e) Sales and Service, In-Vehicle
										P	P			(f) Sales and Service, Outdoor Display
						S	P	P	P	P	P			(g) Restaurant
						P			P	P	P			(h) Lodging
								P	P	P	P			(i) Entertainment, Indoor
S											S	S	S	(j) Entertainment, Outdoor
												P	P	(k) Entertainment, Adult
								S	S	S	P	P	P	(l) Vehicle Repair and Maintenance, Minor
											P	P	P	(m) Vehicle Repair and Maintenance, Major
P	P									S	P	S	S	(n) Animal Boarding Services

SEC. 35-3408. PRINCIPAL COMMERCIAL LAND USES.

(n) **ANIMAL BOARDING SERVICES.** Description: Commercial animal boarding facility land uses include land uses which provide short-term and/or long-term boarding for animals. Examples of these land uses include commercial kennels and commercial stables. Exercise yards, fields, training areas, and trails associated with such land uses are considered accessory to such land uses and do not require separate consideration.

(1) **Regulations:**

- a. Each animal shall be provided with an indoor containment area.
- b. The minimum permitted size of horse or similar animal stall shall be 100 square feet.
- c. Special events such as shows, exhibitions, and contests may be permitted as a temporary use as per Sec. 35-3418(f).

(2) **Uses similar from ILOCUZC:**

- a. Kennels.

Fuel Order
 City of Moline, Public Works - Fleet Division

Vendor	Phone #	Contact	Called	Type of Fuel	Order Amount	Cost/gallon	Total Cost	PO#	
Blick & Blick [Redacted]	1-800-535-9468	Gene	*	90/10 Ethanol Blend	0	\$0.0000		[Redacted]	
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0260			
				E85	0	\$0.0000			
						\$2.0260	\$14,992.40		
Gold Star F&S [Redacted]	1-800-255-3835	Denny O. Sally	*	90/10 Ethanol Blend	0	\$0.0000		[Redacted]	
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0460			
				E85	0	\$0.0000			
						\$0.0000	\$15,140.40		
Molo Quint, LLC [Redacted]	563.285.1600 888-236-0497	Tom or Chuck	*	90/10 Ethanol Blend	0	\$0.0000		[Redacted]	
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0372			
				E85	0	\$0.0000			
						\$2.0372	\$15,075.28		
Ordered from Blick and Blick				90/10 Ethanol Blend	0	\$0.0000	\$0.00	[Redacted]	
				Ultra Low Sulfur Diesel Clear Winterized			\$0.0000		\$0.00
				90/10 Ethanol Blend	0	\$0.0000			
				Ultra Low Sulfur Diesel Clear Winterized			0		\$0.00

City of Moline Outstanding General Obligation Bonds as of 12/31/14

Bond Issue	Original	Outstanding	Funding	Purpose
2007A	\$ 10,000,000	\$ 9,580,000	Sales Tax	Partial Refinance 2004A
2010A	\$ 4,000,000	\$ 3,035,000	Water	Refinance 2001A
2011A	\$ 7,605,000	\$ 7,300,000	TIF7	Case Creek Trail
2011B	\$ 9,215,000	\$ 9,175,000	Sales Tax	Partial Refinance 2002A
2012A	\$ 3,010,000	\$ 2,880,000	TIF2	Refinance 2003/Reimb TIF2
2012B	\$ 1,400,000	\$ 1,400,000	TIF6	Moline Place Phase 2
2012C	\$ 7,350,000	\$ 5,860,000	TIF1	Refinance 2003B
2012D	\$ 3,220,000	\$ 1,110,000	Sales Tax	Refinance 2002A
2012E	\$ 5,930,000	\$ 3,760,000	TIF1	Refinance 2002B,02C,03A
2012F	\$ 5,180,000	\$ 4,950,000	CIP/Water/Storm	Refinance 2003
2012G	\$ 3,120,000	\$ 2,610,000	TIF1	Refinance 2004C (Parking Ramp)
2012H	\$ 7,450,000	\$ 7,400,000	Sales Tax	Refinance Remaining 2004A
2012I	\$ 3,440,000	\$ 3,405,000	TIF1	Refinance 2004B (Parking Ramp)
Total	\$ 70,920,000	\$ 62,465,000		

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2014 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

12th Avenue Bridge Rehabilitation

The Scope of Services to be provided under this agreement is as follows:

This project will involve the full removal and replacement of the expansion joints at each abutment, bearing replacements, minor deck repairs, and concrete sealer application. Associated cleaning and painting of structural steel near the abutments will be completed as well.

1. Complete a field inspection of the existing bridge to document its current condition.
2. Complete the plans, special provisions, and estimate of construction cost.
 - a. Review the existing bridge plans to help determine repair details.
 - b. The project will receive local funding from the City of Moline.
 - c. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
 - d. The City will conduct a local letting, which is currently scheduled for April 2015.
3. Missman will prepare a traffic control plan for the closure and detour of 12th Avenue.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the client's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-6:**

1. Field Surveys & Site Visits	\$ 2,000
2. Prepare Plans, Special Provisions, and EOC	\$24,600
3. Traffic Control Plan	\$ 2,400
4. Letting Assistance	\$ 1,000
5. Shop Drawing Review	\$ 2,280
6. Construction Consultation (Assume 24 hrs x \$140)	\$ 3,360
Total Hourly Fee Not to Exceed:	<u>\$35,640</u>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until December 31, 2014.

Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John Fellman
John Fellman, P.E., S.E.

By: _____

By J. Robert Strombeck
J. Robert Strombeck, CFO

Title: _____



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$175.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Project Engineer	\$115.00
Design Engineer	\$80.00
Land Survey Manager	\$140.00
Land Surveyor	\$120.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$100.00
Engineering Technician	\$70.00
CAD Operator	\$55.00
Construction Services Manager	\$130.00
Construction Services Senior Technician	\$95.00
Construction Services Technician	\$75.00
Project Coordinator II	\$80.00
Project Coordinator I	\$60.00
Environmental Scientist	\$70.00
Clerical & Administration	\$50.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2014
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.



ResponseAbility™

QUAD CITIES

737 CHARLOTTE ST.
 DAVENPORT, IA 52803
 PHONE 563-322-6204
 TOLL FREE 800-397-6204
 FAX 563-326-0550
 WEB

DUBUQUE

3195 HUGHES COURT
 DUBUQUE, IA 52003
 PHONE 563-588-1856
 TOLL FREE 866-648-9977
 FAX 563-588-1948
 http://www.RepublicCo.com

CEDAR RAPIDS

260 33rd AVE SW SUITE F
 CEDAR RAPIDS, IA 52404
 PHONE 319-730-2RED(2733)
 TOLL FREE 877-70-GO-RED(46-733)
 FAX 319-364-2316

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	11/18/14	2308484-00
P.O. NO.		PAGE #
27' POLE STREET LIGHT		1

CUST.#: 634

SHIP TO: CITY OF MOLINE-TREATMENT PLANT
 2800 - 48TH AVE.
 SOUTH SLOPE TREATMENT PLANT
 MOLINE, IL 61265

CORRESPONDENCE TO: Republic Companies
 PO BOX 3807

Davenport, IA 528083807

BILL TO: CITY OF MOLINE
 1630 8TH AVENUE
 MOLINE, IL 61265

INSTRUCTIONS		TERMS	
		NET	
SHIP POINT		SHIP VIA	SHIPPED
Republic - Davenport		GREEN EVERY	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	LUM NW-90W49LED4K-ES-AC CS-LE3-208-0M-2-SSM8V-27 CAP1-GFII-1X36-G-121/2-D	16			each	5860.00	93760.00
1	Lines Total					Total Invoice Total	93760.00 93760.00

Last Page

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2014 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

16th Street Viaduct Rehabilitation

The Scope of Services to be provided under this agreement is as follows:

This project is to replace a pin & link girder support system at Pier 6, along with expansion joint seals at the West Abutment, Pier No. 2, and Pier No. 5. Associated cleaning and painting of structural steel at each of these expansion joint locations and Pier No. 6 will be completed.

1. Complete a field inspection of the existing bridge to document its current condition.
2. Complete the plans, special provisions, and estimate of construction cost.
 - a. Review the existing bridge plans to help determine repair details
 - b. The project will receive local funding from the City of Moline.
 - c. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
 - d. The City will conduct a local letting, which is currently scheduled for April 2015.
3. Missman will prepare a traffic control plan for the closure and detour of 4th Avenue (Hwy. 92), and submit to the Illinois DOT for review and approval.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the client's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Traffic Management Plan
10. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-6:**

1. Field Surveys & Site Visits	\$ 2,000
2. Prepare Plans, Special Provisions, and EOC	\$10,000
3. Traffic Control Plan and IDOT Permit	\$ 3,520
4. Letting Assistance	\$ 1,000
5. Shop Drawing Review	\$ 1,600
6. Construction Consultation (Assume 24 hrs x \$140)	\$ 3,360
Total Hourly Fee Not to Exceed:	<u>\$21,480</u>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until December 31, 2014.

Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John B. Fellman
John B. Fellman, P.E., S.E.

By: _____

By J. Robert Strombeck
J. Robert Strombeck, CFO

Title: _____



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



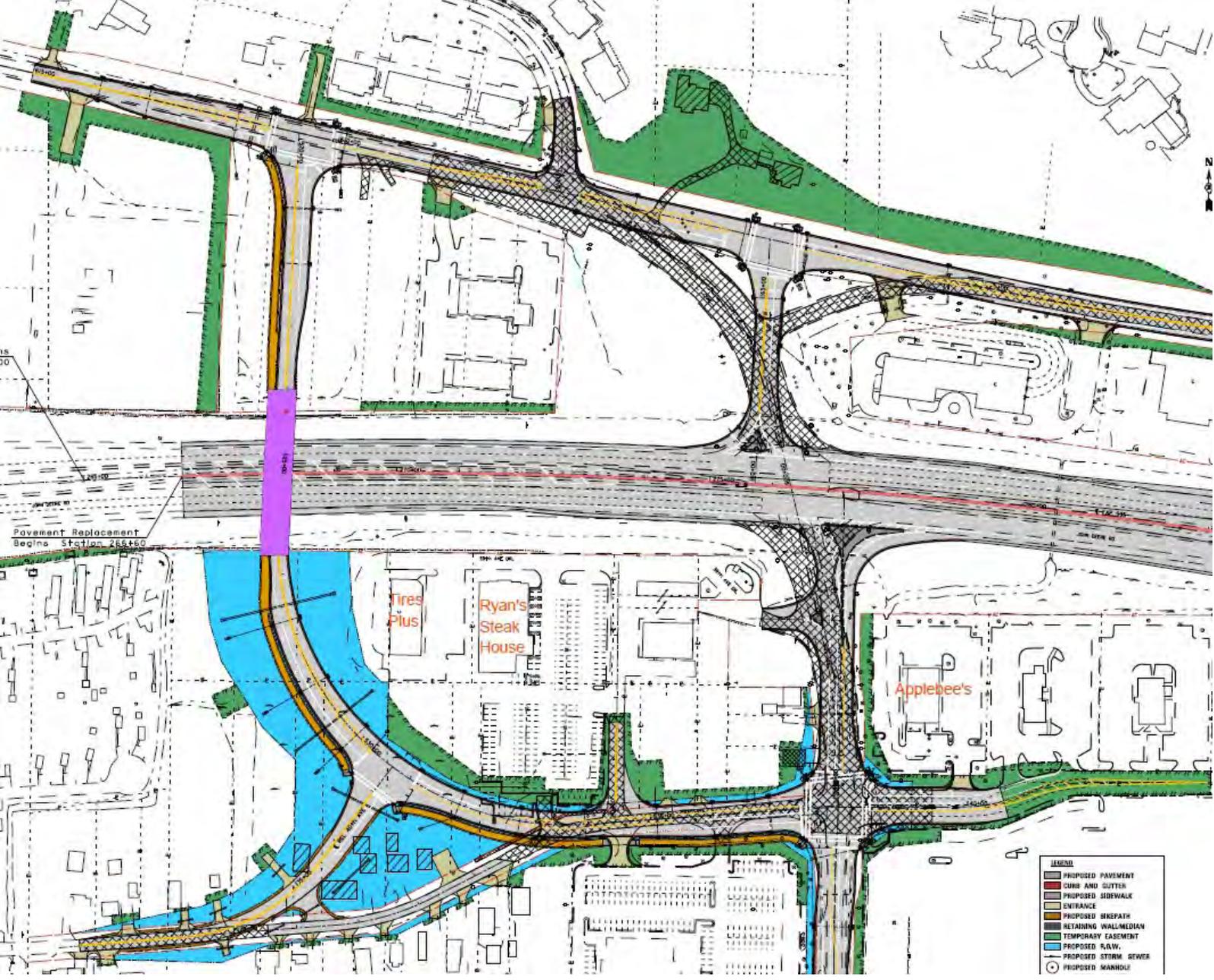
**ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$175.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Project Engineer	\$115.00
Design Engineer	\$80.00
Land Survey Manager	\$140.00
Land Surveyor	\$120.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$100.00
Engineering Technician	\$70.00
CAD Operator	\$55.00
Construction Services Manager	\$130.00
Construction Services Senior Technician	\$95.00
Construction Services Technician	\$75.00
Project Coordinator II	\$80.00
Project Coordinator I	\$60.00
Environmental Scientist	\$70.00
Clerical & Administration	\$50.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2014
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is executed on this ____ day of _____, 2014, by and between the Moline Community Development Corporation, an Illinois not-for-profit corporation (hereinafter “MCDC”), whose address is 1830 6th Avenue, Moline, IL, and the City of Moline, Illinois, a municipal corporation (hereinafter “City), whose address is 619 16th Street, Moline, IL.

WHEREAS, the City is seeking to submit an application to the Illinois Housing Development Authority (hereinafter “IHDA”) to participate in the Blight Reduction Program (hereinafter “BRP”), which was created by the IHDA in 2014 under the Hardest Hit Fund Program funded through the Troubled Asset Relief Program (“TARP”), a U.S. Treasury managed resource dedicated to foreclosure prevention and neighborhood stabilization; and

WHEREAS, under the terms of the BRP, the applicant must be an Illinois unit of local government; and

WHEREAS, the BRP requires the City to partner with a not-for-profit agency; and

WHEREAS, MCDC is an Illinois not-for-profit agency with experience in housing and development; and

WHEREAS, the City and MCDC desire to partner for the BRP to work to decrease preventable foreclosures and stabilize neighborhoods, and to target blighted, vacant, residential properties in specific communities (“BRP Target Area”) for demolition, greening, and eventual reuse, repurpose and/or redevelopment; and

WHEREAS, the BRP requires that the parties enter into an agreement, acceptable to both, delineating each party’s role in the program to ensure that any BRP funds are used effectively to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote both parties interests; and

WHEREAS, the parties seek to enter into this Memorandum of Understanding to delineate each party’s role in the BRP, if awarded such funds.

NOW THEREFORE, the parties’ understanding is as follows:

1. If awarded BRP funds the parties understand that they will each incur only those costs and undertake only those activities, described herein, on eligible properties, which are eligible for refinance/reimbursement under the terms of the BRP. The parties understand that any costs or activities incurred that are not eligible costs or activities will be done at the sole cost and expense of that particular party. BRP funds will reimburse/refinance the following eligible costs:

- Acquisition (purchase price, lien extinguishment, legal costs)
- Closing costs (if applicable, *i.e.*, title, recording and transfer fees)
- Demolition
- Greening
- Maintenance (\$3,000 per property)
- Administrative expenses (\$1,750 per property)

The total maximum amount that can be received as refinance/reimbursement is \$35,000 per property.

2. All demolition and greening of a BRP eligible property must comply with all local, state, and federal laws and regulations. Such demolition and/or greening work can be performed by a third party contractor. Oversight of the demolition and greening work will be done by the City. Demolition debris must be appropriately removed from the site and disposed of in accordance with local laws.

3. BRP funds will not reimburse/refinance demolition costs that include backfilling of basement cavities with demolition debris. Nor will BRP funds be used to reimburse/refinance greening costs that are limited to grading the lot unless immediate revitalization is underway.

4. The City shall:

- a. lead the identification of required BRP target areas;
- b. identify the properties proposed for demolition that are eligible under the BRP requirements;
- c. clear title to /extinguish any liens on the identified eligible properties and obtain ownership;
- d. control the permitting and inspection for all eligible properties proposed;
- e. transfer ownership of each eligible property, with clear title, to the MCDC;
- f. place an instrument of debt on the property upon transferring ownership to the MCDC, which may take the form of, but not be limited to, a mortgage, forgivable loan, recapture agreement, or demand note. Such instrument of debt shall be for all or a portion of the eligible BRP costs or activities incurred at the property and does not require a specific dollar amount;
- g. obtain a Right of Entry from the MCDC for the City and/or its contractors to enter onto the property to conduct the demolition and greening work;
- h. prepare, publish and award all bids for demolitions work and greening work on each eligible property;
- i. upon completion of each contract, the City shall pay each contractor directly;
- j. prepare documentation necessary for the MCDC's submittal to IHDA and receive a copy of the fully executed submittal from the MCDC; and

- k. prepare and record a release of its instrument of debt upon receiving payment from MCDC.
5. The MCDC shall:
- a. take ownership of any properties identified to be eligible for BRP assistance from the City, prior to any demolition work commencing;
 - b. upon taking title, execute an instrument of debt in favor of the City, in a form acceptable to both parties which may take the form of, but not be limited to, a mortgage, forgivable loan, recapture agreement, or demand note. Such instrument of debt shall be for all or a portion of the eligible BRP costs or activities incurred at the property and does not require a specific dollar amount. This instrument of debt shall be the sole lien on the property prior to demolition work commencing;
 - c. grant a right of entry to each property in favor of the City and its contractors;
 - d. maintain insurance on the property;
 - e. execute all necessary IHDA documents;
 - f. once all BRP eligible work is completed, receive all necessary documentation from the City and submit all necessary paperwork to IHDA to seek refinance/reimbursement, with a copy to the City;
 - g. obtain BRP funds from IHDA which are secured through a note for each property, structured as a zero percent (0%), non-amortizing loan, secured by a recorded lien. The loan will be subject to a three (3) year recapture period, during which the MCDC agrees to repay the loan if a recapture event occurs. The loan will be forgiven (and the outstanding loan amount reduced) at a rate of 33.3% per annum as long as certain covenants are met;
 - h. be the receiver of the BRP funds, which shall be disbursed through a title company to the MCDC, as the sole owner of the property;
 - i. use disbursed BRP funds as follows:
 - (1) pay off the City's instrument of debt, and ensure that that the only lien on title is IDHA's lien;
 - (2) Retain \$3,000 to maintain the property for three (3) years after the date of closing; and
 - (3) Retain \$1,750 for payment of administrative expenses to provide ongoing compliance reports on each property;
 - j. provide compliance reports on each property, as required by IHDA;
 - k. be liable should a recapture event, as defined in any IDHA documents, occur during the three year compliance recapture period; and

1. remain the owner of each Property for three (3) years from the date of closing with IHDA, unless authorized in writing by IHDA to redevelop, revitalize or sell prior to the expiration of the recapture period. MCDC shall be responsible for all maintenance on the property during these three years. MCDC shall pay for such maintenance from the \$3,000 it retains in BRP expenses. If the \$3,000 is insufficient to maintain the property for three (3) years, it is the MCDC's responsibility to continue to maintain ownership of the properties for a period of three (3) years following the closing of the IHDA loan.

6. Term. The term of this agreement shall be until final close-out of the BRP has been approved by IHDA.

7. This document represents the entire MOU between the parties regarding this matter. This MOU may be amended in writing, executed by both parties.

8. The parties understand that disbursement of BRP funds follows completion of demolition and greening work. Acquisition costs, legal costs, closings costs, demolition costs, and greening costs are reimbursed for each property pursuant to the terms and conditions imposed by IHDA. IHDA will front-fund ongoing allowable administrative and maintenance costs.

9. Each party will be responsible for its own actions as delineated under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by other parties.

10. If any section, provision or party of this MOU is found to be invalid or unconstitutional, then such finding shall not affect the validity of the MOU as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

In witness whereof, the parties hereto have duly executed this Memorandum of Understanding to be executed as of the date written herein above.

CITY OF MOLINE, ILLINOIS,
a municipal corporation

MOLINE COMMUNITY
DEVELOPMENT CORPORATION,

By: _____
Scott Raes, Mayor

By: _____

Attest: _____
Tracy A. Koranda, City Clerk

Printed Name _____
Title _____

Approved as to Form:

Maureen E. Riggs, City Attorney

City Council Comparable Cities
Number of Council Meetings Compensation

City	Population	# of Council Members	Meetings per year	# of Council Meetings per Month	Rate of Pay		Absences	Last Amended
					Per meeting	Per year		
Alton	27,415	7	24	2 (2nd & 4th Wed at 7:30, standing committee Mon before, for holidays meetings on Tuesday)	\$317/meeting	\$7,605.96/year		2012
Belleville	43,765	16	26	2 (1st & 3rd Mondays at 7pm plus 2 extra meetings a year to discuss budget)	\$426/meeting	\$11,086/year	2 absences per year allowed	2012
Danville	33,000	14	24	2 (1st & 3rd Tuesdays at 6:00, for holidays meetings held following day not a holiday)	\$113/meeting	\$2,700/year		2009
East Moline	21,398	7	24	2 (1st & 3rd Mondays at 6:30, for holidays next day)	\$150/meeting	\$3,600/year	remote attendance policy	2008
Galesburg	36,290	7	24	2 (1st & 3rd Mon at 6:30, meetings cannot exceed 4 hours)	\$208/meeting	\$5,000/year		2010
Moline	43,483	8	43 + 2 special	4 (first 4 Tues of every month except June, July, August)	\$100/meeting attended	\$4,500/year	allowed 6 paid absences, remote attendance policy	1994
Peoria	115,687	10	24	2 (2nd & 4th Tue at 6:15, for holidays meet next day,	\$583/meeting	\$14,000/year		2007
Rock Island	38,920	7	39	3 (sometimes 4 if there are 5 Mondays in a month)	\$154/meeting	\$6,000/year		2008
Urbana	41,581	7	24	4 (council meetings 1st & 3rd Mondays, COW meetings 2nd & 4th Mondays)	\$275/meeting	\$6,603.70/year		2011, reviewed every 4 years

2015 MOLINE CITY COUNCIL MEETING SCHEDULE

Proposing to go from 43 Meetings to 36

JANUARY

S	M	T	W	T	F	S
				H	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19		21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	H		18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16		18	19	20	21
22	23	24	25	26	27	28
29	30					

APRIL

S	M	T	W	T	F	S
			1	2	H	4
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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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27	28		30	H	H	

2015 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE
(dates times subject to change with notification)

COMMITTEE	LOCATION	TIME	DATES	DATES	DATES	DATES
Committee-of-the-Whole & City Council immediately following	City Hall-2nd Floor Council Chambers 619 16th Street	6:00 p.m. (or as deemed necessary)	Jan 06, 13, ---, 27 Feb 03, 10, ---, 24 Mar 03, 10, ---, 24	Apr 07, ---, 21, 28 May 05, 12, 19, --- Jun 02, ---, 16, 23, ---	Jul ---, 14, 21, 28 Aug 04, 11, ---, 25 Sep 01, ---, 15, 22, ---	Oct 06, 13, 20, --- Nov 03, 10, 17, --- Dec 01, 08, 15, ---, ---
Citizens Advisory Council on Urban Policy (CACUP)	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan --- Feb --- Mar ---	Apr 20 May 4, 18 Jun 1, 15	Jul --- Aug --- Sep 7, 21	Oct --- Nov --- Dec ---
Consolidated Public Safety Communications Budget Board	East Moline City Hall Conference Room 915 16th Ave, East Moline	4:00 p.m.	Feb 04		Jul 15	
Fire and Police Commissioners	Police Department Community Room 1640 6th Avenue	4:30 p.m.	Jan 13 Feb 10 Mar 10	Apr 14 May 12 Jun 09	Jul 14 Aug 11 Sep 08	Oct 13 Nov 10 Dec 08
Firefighters Pension Board	Central Fire Station Conference Room 1630 8th Avenue	9:00 a.m.	Jan 22	Apr 23	Jul 23	Oct 22
Foreign Fire Tax	Central Fire Station Conference Room 1630 8th Avenue	8:15 a.m.	Jan --- Feb 10 Mar ---	Apr 14 May --- Jun 09	Jul --- Aug 11 Sep ---	Oct 13 Nov --- Dec 08
Historic Preservation Advisory	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 12 Feb 09 Mar 09	Apr 13 May 11 Jun 08	Jul 13 Aug 10 Sep 14	Oct 12 Nov 09 Dec 07
Human Rights Commission	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 08	Apr 09	Jul 09	Oct 08
Keep Moline Beautiful Commission	Public Works Building Conference Room 3635 4th Avenue	4:30 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Library Board of Trustees	Moline Public Library Platinum Room 3210 41st Street	12:00 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Park Board	Public Works Building Conference Room 3635 4th Avenue	3:30 p.m.	Jan 22 Feb 26 Mar 26	Apr 23 May 28 Jun 25	Jul 23 Aug 27 Sep 24	Oct 22 Nov --- Dec 03
Plan Commission	City Hall-2nd Floor Council Chambers 619 16th Street	4:00 p.m.	Jan 14, 28 Feb 11, 25 Mar 11, 25	Apr 08, 22 May 13, 27 Jun 10, 24	Jul 08, 22 Aug 12, 26 Sep 09, 23	Oct 14, 28 Nov 18 Dec 09
Police Pension Board of Trustees	Police Department Community Room 1640 6th Avenue	12:00 p.m.	Jan 22	Apr 23	Jul 23	Oct 22
Project Management Team	Renew Moline Conference Room 1506 River Drive	1:30 p.m.	Jan --- Feb 04 Mar 11	Apr --- May 13 Jun ---	Jul 15 Aug --- Sep 09	Oct --- Nov 18 Dec ---
Moline Centre Main Street Commission	QC Chamber of Commerce Suite 310 1601 River Drive	4:00 p.m.	Jan 19 Feb --- Mar 16	Apr 20 May 18 Jun 15	Jul 20 Aug 17 Sep 21	Oct 19 Nov 16 Dec 21
Special Services Area #5 - Bass Street	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 12	May 18	Aug 17	Nov 16
Special Services Area #6 - Downtown	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 19	Apr 20	Jul 20	Oct 19
Traffic Committee	Public Works Building Conference Room 3635 4th Avenue	1:30 p.m.	Jan 06 Feb 03 Mar 03	Apr 07 May 05 Jun 02	Jul 07 Aug 04 Sep 01	Oct 06 Nov 03 Dec 01
Youth Commission	Moline Public Library Platinum Room 3210 41st Street	4:00 p.m.	Jan --- Feb --- Mar 19	Apr 16 May 21 Jun ---	Jul --- Aug --- Sep 17	Oct 15 Nov 19 Dec 17