



MOLINE CITY COUNCIL AGENDA

Tuesday, February 3, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Zelnio

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of January 27, 2015, and appointments made during the Committee of the Whole Meeting of February 3, 2015.

Resolutions

1. Council Bill/Resolution 1007-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1227, 34th Avenue Reconstruction, 56th Street Place to 60th Street, in the amount of \$489,228.75.

Explanation: Bids were opened and publicly read on January 20, 2015 for Project #1227 with the following results:

\$489,228.75	Walter D. Laud, Inc.
\$504,890.00	Centennial Contractors of the Quad Cities, Inc.
\$507,812.50	Langman Construction, Inc.
\$559,538.90	Valley Construction Company
\$621,223.50	Brandt Construction Company

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	480,000.00	345,328.75	510-9965-438.08-10
Water	1,500.00	300.00	310-1716-434.04-25
WPC	100,000.00	100,525.00	320-1840-433.08-30
Storm	40,000.00	43,075.00	330-1971-433.08-35

\$621,500.00 \$489,228.75

Public Notice/Recording: N/A

2. Council Bill/Resolution 1008-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1218, 2015 Pavement Marking Program, in the amount of \$149,672.50.

Explanation: Bids were opened and publicly read on January 20, 2015 for Project #1218 with the following results:

Fiscal Impact: \$149,672.50 Peterson Parking Lot Striping, Inc.
 Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIF	150,000.00	149,672.50	510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1840-433.08-30
Storm			330-1971-433.08-35
	\$150,000.00	\$149,672.50	

Public Notice/Recording: N/A

3. Council Bill/Resolution 1009-2015

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 1999 Ford Expedition, VIN# 1FMPU18L6XLA20362.

Explanation: Illinois State statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and City staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

Fiscal Impact: Proceeds after costs are for use by the seizing law enforcement agency.

Public Notice/Recording: N/A

4. Council Bill/Resolution 1010-2015

A Resolution declaring two (2) Flygt model #3152.18 submersible pumps as surplus property and authorizing the Utilities General Manager to dispose of said surplus property.

Explanation: The construction of new gravity sanitary sewers in the area south of John Deere Road and east of 60th Street have allowed the former John Deere Pump Station to be removed from service. The submersible pumps associated with this pump station were purchased in 1991 and are of no further use to the City. Council authorization needs to be given to dispose of these surplus items through the legal process that is most advantageous to the City whether sealed bid, auction, negotiation or otherwise.

Fiscal Impact: Potential revenue for WPC Fund

Public Notice/Recording: N/A

5. Council Bill/Resolution 1011-2015

A Resolution authorizing the Utilities General Manager to execute an Agreement with Strand Associates, Inc., in the amount of \$242,300, for professional engineering services required to complete the South Slope Collection System Study Project.

Explanation: The Illinois Environmental Protection Agency (IEPA) is requiring the City to conduct a detailed assessment of the South Slope collection system in conjunction with the renewal of the National Pollution Discharge Elimination System (NPDES) permit for the South Slope Wastewater Treatment Plant. City staff has determined that partnering with Strand Associates, Inc. to develop a computerized hydraulic model of the South Slope collection system is the best means to fulfill the IEPA requirement. The completed hydraulic model will be a powerful tool that will assist the City in planning and prioritizing collection system lining and replacement projects and reducing periodic sanitary sewer overflows (SSOs) that occur in the South Slope collection system. The City has established a strong and productive working relationship with Strand Associates, Inc., who has demonstrated its ability to provide high quality professional engineering services at fair and reasonable costs. City staff will be responsible for performing various field work, including deployment and data collection of flow monitoring equipment, in an effort to control the project costs. Additional documentation attached.

OMNIBUS VOTE		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Triebel		
Zelnio		
Mayor Raes		

Fiscal Impact: Funds are budgeted in account #320-1840-433.03-22
Public Notice/Recording: N/A

Omnibus Vote

Items Not on Consent

Resolutions

6. Council Bill/Resolution 1012-2015

A Resolution authorizing the Mayor and City Clerk to execute a Permit Acceptance with the Illinois Department of Natural Resources (IDNR) authorizing the installation of 1000’ of a woven mesh netting on existing poles within the floodway of the Rock River for the proposed Green Valley Park Paintball Field.

Explanation: At a meeting held on September 26, 2013, the Park and Recreation Board instructed the Parks Director to work with Action Valley Paintball, LLC to develop a lease agreement for a paintball field to be located in Green Valley south of the soccer fields. Since the location of the planned paintball field is in the floodway of the Rock River, a special floodway permit is necessary. The Illinois Department of Natural Resources, Office of Water Resources, issued Permit No. DS2014077 authorizing the installation of 1000’ of a woven mesh netting on existing poles within the floodway of the Rock River, subject to the following special conditions:

- a) during the paintball field’s operational season, the barrier netting authorized herein shall be raised to an elevation above the base flood elevation of 572.6 NAVD when the facility is not being used; and
- b) during the paintball field’s off season, the barrier netting shall be removed from the floodway.

Additional documentation attached.

Fiscal Impact: Application Fee of \$1,000 paid out of Account No. 120-1525-452-03-61.

Public Notice/Recording: N/A

1012-2015		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Triebel		
Zelnio		
Mayor Raes		

First Reading Ordinance

7. Council Bill/General Ordinance 3003-2015

An Ordinance amending Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, by repealing Sections 34-2125 and 34-4403 relating to adjustment of utility bill charges in their entirety and enacting in lieu thereof new Sections 34-2125 and 34-4403 relating to the same subject matter.

Explanation: These amendments will update the Moline Code of Ordinances to reflect City practices regarding adjustment of utility billing charges related to errors in measuring and calculating utility charges. It has been the City’s general practice to go back one year when issuing corrections in regard to utility billing errors. This practice follows Illinois Commerce Commission rules that apply to private utilities and is a common practice in other cities. These amendments will codify this practice, which will be applied uniformly to all charges included on City utility bills. Additional documentation attached.

Fiscal Impact: Update and Codify Certain Utility Billing Practices

Public Notice/Recording: Pamphlet publication

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

Council Bill/Resolution No. 1007-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1227, 34th Avenue Reconstruction, 56th Street Place to 60th Street, in the amount of \$489,228.75.

WHEREAS, bids were publicly read on January 20, 2015; and

WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Walter D. Laud, Inc. for Project #1227, 34th Avenue Reconstruction, 56th Street Place to 60th Street, in the amount of \$489,228.75; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 3, 2015
Date

Passed: February 3, 2015

Approved: February 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FOUR HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED TWENTY EIGHT AND 75/100 (\$489,228.75) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1227, 34TH AVENUE RECONSTRUCTION, 56TH STREET PLACE TO 60TH STREET** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FOUR HUNDRED EIGHTY NINE**

THOUSAND TWO HUNDRED TWENTY EIGHT AND 75/100 (\$489,228.75) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: January 20, 2015 11:00 a.m.

Project: 1227 - 34th Avenue Reconstruction

Centennial Contractors of the

Walter D. Laud, Inc.

Quad Cities, Inc.

Langman Construction, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 Units)	86	Units	\$20.00	\$1,720.00	\$55.00	\$4,730.00	\$20.00	\$1,720.00
2	Tree Removal (over 15 Units)	42	Units	\$40.00	\$1,680.00	\$80.00	\$3,360.00	\$25.00	\$1,050.00
3	Trench Backfill (Storm)	82	CY	\$5.00	\$410.00	\$5.50	\$451.00	\$10.00	\$820.00
4	Trench Backfill (Sanitary)	738	CY	\$23.00	\$16,974.00	\$5.50	\$4,059.00	\$10.00	\$7,380.00
5	Geotechnical Fabric for Ground Stabilization	3950	SY	\$1.25	\$4,937.50	\$1.00	\$3,950.00	\$1.00	\$3,950.00
6	Seeding, Class 1, Complete	1	L.SUM	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
7	Pipe Underdrain Complete, 4"	1996	LF	\$8.00	\$15,968.00	\$10.00	\$19,960.00	\$12.00	\$23,952.00
8	Aggregate Base Course, Type C, 6"	3950	SY	\$9.50	\$37,525.00	\$8.00	\$31,600.00	\$10.00	\$39,500.00
9	Temporary Surfacing	300	SY	\$1.00	\$300.00	\$16.50	\$4,950.00	\$8.00	\$2,400.00
10	PCC Pavement, 8" w/Integral Curb	3728	SY	\$49.00	\$182,672.00	\$50.00	\$186,400.00	\$45.00	\$167,760.00
11	Driveway Pavement Removal	406	SY	\$12.00	\$4,872.00	\$11.00	\$4,466.00	\$15.00	\$6,090.00
12	PCC Driveway Pavement	425	SY	\$61.00	\$25,925.00	\$59.00	\$25,075.00	\$44.00	\$18,700.00
13	Sidewalk Removal	2651	SF	\$1.00	\$2,651.00	\$1.00	\$2,651.00	\$1.50	\$3,976.50
14	PCC Sidewalk, 4"	2475	SF	\$5.25	\$12,993.75	\$5.00	\$12,375.00	\$5.00	\$12,375.00
15	PCC Sidewalk Ramp, 6"	193	SF	\$20.00	\$3,860.00	\$20.00	\$3,860.00	\$18.00	\$3,474.00
16	Detectable Warnings	80	SF	\$50.00	\$4,000.00	\$35.00	\$2,800.00	\$20.00	\$1,600.00
17	Pavement Removal	3778	SY	\$10.25	\$38,724.50	\$11.00	\$41,558.00	\$15.00	\$56,670.00
18	Valve Vault to be Adjusted	1	EA	\$300.00	\$300.00	\$500.00	\$500.00	\$400.00	\$400.00
19	Sanitary Sewer, DIP, P CL 350, 8"	205	LF	\$146.00	\$29,930.00	\$132.00	\$27,060.00	\$100.00	\$20,500.00
20	Sanitary Sewer, DIP, P CL 350, 10"	209	LF	\$149.00	\$31,141.00	\$143.00	\$29,887.00	\$105.00	\$21,945.00
21	Manhole, Sanitary, Type A, 4' Dia. w/T. 1 F., Closed Lid	2	EA	\$5,000.00	\$10,000.00	\$4,400.00	\$8,800.00	\$4,600.00	\$9,200.00
22	Sanitary Sewer Service, 6"	83	LF	\$60.00	\$4,980.00	\$104.00	\$8,632.00	\$45.00	\$3,735.00
23	Reconnect Sanitary Service Lateral, 6"	3	EA	\$2,000.00	\$6,000.00	\$495.00	\$1,485.00	\$400.00	\$1,200.00
24	Remove Manhole, Sanitary	3	EA	\$500.00	\$1,500.00	\$880.00	\$2,640.00	\$500.00	\$1,500.00
25	Manhole, Storm, Type A, 4' Dia. w/T. 1 F., Closed Lid	1	EA	\$3,200.00	\$3,200.00	\$2,640.00	\$2,640.00	\$3,200.00	\$3,200.00
26	Manhole, Storm, Type A, 5' Dia. w/T. 1 F., Closed Lid	1	EA	\$3,400.00	\$3,400.00	\$3,080.00	\$3,080.00	\$3,600.00	\$3,600.00
27	Storm Sewer, RCP, CL 4, TY 1, 12"	100	LF	\$40.00	\$4,000.00	\$121.00	\$12,100.00	\$100.00	\$10,000.00
28	Storm Sewer, 12"	102	LF	\$40.00	\$4,080.00	\$110.00	\$11,220.00	\$90.00	\$9,180.00
29	Inlet Single to be Adjusted	5	EA	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	Catch Basin Single	7	EA	\$3,100.00	\$21,700.00	\$2,420.00	\$16,940.00	\$3,500.00	\$24,500.00
31	Storm Water Alley Catch Basin	1	EA	\$3,100.00	\$3,100.00	\$3,080.00	\$3,080.00	\$4,000.00	\$4,000.00
32	Remove Inlets	5	EA	\$250.00	\$1,250.00	\$632.00	\$3,160.00	\$500.00	\$2,500.00
33	Remove Storm Sewer, 12"	29	LF	\$15.00	\$435.00	\$49.00	\$1,421.00	\$15.00	\$435.00
34	Traffic Control Complete	1	L.SUM	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$37,000.00	\$37,000.00
	TOTAL				\$489,228.75		\$504,890.00		\$507,812.50

Valley Construction Company Brandt Construction Co.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 Units)	86	Units	\$28.00	\$2,408.00	\$31.50	\$2,709.00		\$0.00
2	Tree Removal (over 15 Units)	42	Units	\$42.00	\$1,764.00	\$47.50	\$1,995.00		\$0.00
3	Trench Backfill (Storm)	82	CY	\$22.50	\$1,845.00	\$31.00	\$2,542.00		\$0.00
4	Trench Backfill (Sanitary)	738	CY	\$22.50	\$16,605.00	\$31.00	\$22,878.00		\$0.00
5	Geotechnical Fabric for Ground Stabilization	3950	SY	\$1.25	\$4,937.50	\$1.15	\$4,542.50		\$0.00
6	Seeding, Class 1, Complete	1	L.SUM	\$3,800.00	\$3,800.00	\$6,000.00	\$6,000.00		\$0.00
7	Pipe Underdrain Complete, 4"	1996	LF	\$14.50	\$28,942.00	\$15.50	\$30,938.00		\$0.00
8	Aggregate Base Course, Type C, 6"	3950	SY	\$11.50	\$45,425.00	\$11.00	\$43,450.00		\$0.00
9	Temporary Surfacing	300	SY	\$8.00	\$2,400.00	\$17.50	\$5,250.00		\$0.00
10	PCC Pavement, 8" w/Integral Curb	3728	SY	\$46.65	\$173,911.20	\$50.00	\$186,400.00		\$0.00
11	Driveway Pavement Removal	406	SY	\$15.00	\$6,090.00	\$16.50	\$6,699.00		\$0.00
12	PCC Driveway Pavement	425	SY	\$55.50	\$23,587.50	\$60.00	\$25,500.00		\$0.00
13	Sidewalk Removal	2651	SF	\$1.00	\$2,651.00	\$2.00	\$5,302.00		\$0.00
14	PCC Sidewalk, 4"	2475	SF	\$6.50	\$16,087.50	\$7.00	\$17,325.00		\$0.00
15	PCC Sidewalk Ramp, 6"	193	SF	\$9.50	\$1,833.50	\$20.00	\$3,860.00		\$0.00
16	Detectable Warnings	80	SF	\$40.00	\$3,200.00	\$39.00	\$3,120.00		\$0.00
17	Pavement Removal	3778	SY	\$15.00	\$56,670.00	\$16.50	\$62,337.00		\$0.00
18	Valve Vault to be Adjusted	1	EA	\$800.00	\$800.00	\$500.00	\$500.00		\$0.00
19	Sanitary Sewer, DIP, P CL 350, 8"	205	LF	\$198.75	\$40,743.75	\$196.50	\$40,282.50		\$0.00
20	Sanitary Sewer, DIP, P CL 350, 10"	209	LF	\$188.95	\$39,490.55	\$172.50	\$36,052.50		\$0.00
21	Manhole, Sanitary, Type A, 4' Dia. w/T. 1 F., Closed Lid	2	EA	\$4,985.00	\$9,970.00	\$7,575.00	\$15,150.00		\$0.00
22	Sanitary Sewer Service, 6"	83	LF	\$89.50	\$7,428.50	\$80.00	\$6,640.00		\$0.00
23	Reconnect Sanitary Service Lateral, 6"	3	EA	\$1,115.00	\$3,345.00	\$1,700.00	\$5,100.00		\$0.00
24	Remove Manhole, Sanitary	3	EA	\$500.00	\$1,500.00	\$900.00	\$2,700.00		\$0.00
25	Manhole, Storm, Type A, 4' Dia. w/T. 1 F., Closed Lid	1	EA	\$2,975.00	\$2,975.00	\$3,250.00	\$3,250.00		\$0.00
26	Manhole, Storm, Type A, 5' Dia. w/T. 1 F., Closed Lid	1	EA	\$3,975.00	\$3,975.00	\$3,950.00	\$3,950.00		\$0.00
27	Storm Sewer, RCP, CL 4, TY 1, 12"	100	LF	\$87.95	\$8,795.00	\$73.00	\$7,300.00		\$0.00
28	Storm Sewer, 12"	102	LF	\$86.95	\$8,868.90	\$66.50	\$6,783.00		\$0.00
29	Inlet Single to be Adjusted	5	EA	\$725.00	\$3,625.00	\$525.00	\$2,625.00		\$0.00
30	Catch Basin Single	7	EA	\$2,850.00	\$19,950.00	\$2,700.00	\$18,900.00		\$0.00
31	Storm Water Alley Catch Basin	1	EA	\$2,650.00	\$2,650.00	\$3,400.00	\$3,400.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

32	Remove Inlets	5	EA	\$500.00	\$2,500.00	\$560.00	\$2,800.00		\$0.00
33	Remove Storm Sewer, 12"	29	LF	\$30.00	\$870.00	\$67.00	\$1,943.00		\$0.00
34	Traffic Control Complete	1	L.SUM	\$9,895.00	\$9,895.00	\$33,000.00	\$33,000.00		\$0.00
	TOTAL				\$559,538.90		\$621,223.50		\$0.00

Council Bill/Resolution No. 1008-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1218, 2015 Pavement Marking Program, in the amount of \$149,672.50.

WHEREAS, bids were publicly read on January 20, 2015; and

WHEREAS, bids were solicited with Peterson Parking Lot Striping, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1218, 2015 Pavement Marking Program, in the amount of \$149,672.50; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 3, 2015

Date

Passed: February 3, 2015

Approved: February 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **PETERSON PARKING LOT STRIPING, INC.** of **P.O. BOX 339, CARBON CLIFF, IL 61239**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED FORTY NINE THOUSAND SIX HUNDRED SEVENTY TWO AND 50/100 (\$149,672.50) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1218, 2015 PAVEMENT MARKING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED FORTY NINE**

THOUSAND SIX HUNDRED SEVENTY TWO AND 50/100 (\$149,672.50) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: January 20, 2015 11:00 a.m.

Project: 1218 - 2015 Pavement Marking Program

**Peterson Parking Lot Striping,
Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT
1	Paint Pavement Marking Line, 4"	120,000	LF	\$0.14	\$16,200.00		\$0.00		\$0.00
2	Paint Pavement Marking Line, 6"	12,000	LF	\$1.85	\$22,200.00		\$0.00		\$0.00
3	Paint Pavement Marking Line, 12"	12,000	LF	\$2.45	\$29,400.00		\$0.00		\$0.00
4	Paint Pavement Marking Line, 24"	6,000	LF	\$4.00	\$24,000.00		\$0.00		\$0.00
5	Paint Pavement Marking Letters & Symbols	7,000	SF	\$2.60	\$18,200.00		\$0.00		\$0.00
6	Paint Pavement Marking Line, 4" Special	500	LF	\$0.14	\$67.50		\$0.00		\$0.00
7	Thermoplastic Pavement Marking-Letters & Symbols	1,500	SF	\$4.95	\$7,425.00		\$0.00		\$0.00
8	Thermoplastic Pavement Marking Line, 24" White	500	LF	\$7.30	\$3,650.00		\$0.00		\$0.00
9	Thermoplastic Pavement Marking Line, 12" White	1,200	LF	\$4.95	\$5,940.00		\$0.00		\$0.00
10	Thermoplastic Pavement Marking Line, 12" Yellow	200	LF	\$4.95	\$990.00		\$0.00		\$0.00
11	Thermoplastic Pavement Marking Line, 6" White	1,000	LF	\$3.30	\$3,300.00		\$0.00		\$0.00
12	Thermoplastic Pavement Marking Line, 4" White	5,000	LF	\$1.60	\$8,000.00		\$0.00		\$0.00
13	Thermoplastic Pavement Marking Line, 4" Yellow	5,000	LF	\$1.60	\$8,000.00		\$0.00		\$0.00
14	Pavement Marking Removal	1,000	SF	\$2.30	\$2,300.00		\$0.00		\$0.00
	TOTAL				\$149,672.50		\$0.00		\$0.00

Council Bill/Resolution No. 1009-2015
Sponsor: _____

A RESOLUTION

DECLARING the following Article 36 seized and forfeited vehicle as surplus property:

1999 Ford Expedition, VIN# 1FMPU18L6XLA20362.

WHEREAS, the above-listed vehicle was seized during the attempt or commission of a crime and subsequently forfeited to the Moline Police Department pursuant to Illinois State statute; and

WHEREAS, this Council finds and declares that the aforesaid vehicle is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, approval of this resolution will authorize the disposal of the vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

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

That this Council finds and declares that the aforesaid vehicle is surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

Mayor

February 3, 2015

Date

Passed: February 3, 2015

Approved: February 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1010-2015

Sponsor: _____

A RESOLUTION

DECLARING two (2) Flygt model #3152.18 submersible pumps as surplus property and authorizing the Utilities General Manager to dispose of said surplus property.

WHEREAS, this Council finds and declares the two (2) Flygt model #3152.18 submersible pumps, purchased in 1991 by the Public Works Water Pollution Control Division, as surplus property and no longer necessary or useful to, or for the best interest of the City; and

WHEREAS, approval of this resolution will authorize the disposal of the pumps through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

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

That this Council hereby finds and declares the two (2) Flygt model #3152.18 submersible pumps, purchased in 1991 by the Public Works Water Pollution Control Division, as surplus property and authorizes the Finance Director to dispose of said surplus property.

BE IT FURTHER RESOLVED that this Council hereby authorizes the disposal of said property through the legal disposal process that is most advantageous to the City whether sealed bid, auction, negotiation or otherwise.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Finance Director to supervise the disposal of the two (2) Flygt model #3152.18 submersible pumps by the Public Works Water Pollution Control Division.

CITY OF MOLINE, ILLINOIS

Mayor
February 3, 2015

Date

Passed: February 3, 2015

Approved: February 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to execute an Agreement with Strand Associates, Inc., for professional engineering services required to complete the South Slope Collection System Study Project, in the amount of \$242,300.

WHEREAS, the Illinois Environmental Protection Agency (IEPA) requires the City to conduct a detailed assessment of the South Slope collection system in conjunction with the renewal of the National Pollution Discharge Elimination System (NPDES) permit for the South Slope Wastewater Plant; and

WHEREAS, the City has established a strong and productive working relationship with Strand Associates, Inc., and partnering with them to develop a computerized hydraulic model of the South Slope collection system is the best means to fulfill the IEPA requirement; and

WHEREAS, the completed hydraulic model will be a powerful tool to assist the City in planning and prioritizing collection system lining and replacement projects and reducing periodic sanitary sewer overflows (SSOs) that occur in the South Slope collection system.

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

That the Utilities General Manager is hereby authorized to execute an Agreement with Strand Associates, Inc., for professional engineering services required to complete the South Slope Collection System Study Project, in the amount of \$242,300; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
February 3, 2015
Date

Passed: February 3, 2015
Approved: February 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53716

(P) 608-251-4843

(F) 608-251-8655

January 9, 2015

City of Moline
30 18th Street
Moline, IL 61265

Attention: Mr. Gregory Swanson, Utilities General Manager

Re: Agreement for General Services
South Slope Collection System Study

This is an Agreement between the City of Moline, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the South Slope Collection System Study project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Review of Existing Information

1. Review existing data, including the following:
 - a. Geographical information system data—physical parameters of the collection system
 - b. Flood plain mapping
 - c. Aerial photography
 - d. Topo mapping
 - e. Existing pumping station information
2. Identify data gaps. OWNER shall be responsible for field work necessary to supplement the existing information.

Development of Preliminary Model

1. Use existing information to create a preliminary hydraulic model of the South Slope Collection System.
2. Develop basic hydraulic inputs (“dry weather” inputs).
3. Prepare final identification of data needed to complete the hydraulic model.

City of Moline
Page 2
January 9, 2015

Flow Metering Program Development and Implementation

1. Identify tributary sewer-sheds and preliminary flow metering locations. OWNER will install and maintain flow meters and send weekly flow metering data to ENGINEER for review.
2. Conduct final data analysis following completion of flow metering and preparation of Technical Memorandum No. 1 to document the flow metering program and results.

Pumping Station Capacity Review

1. Review available information on existing pumping stations in the South Slope tributary area.
2. Evaluate the existing capacity of each pumping station. Nine site visits with OWNER's staff are anticipated.
3. Develop model input parameters for each pumping station.
4. Technical Memorandum No. 2 will document the results of the Pumping Station Capacity Review.

Development of Final Model–Wet Weather Modeling

1. Develop input hydrographs for metered wet weather conditions
2. Calibrate and validate wet weather model. Analyze system under existing wet weather conditions and compare results to known operating conditions.
3. Use model to analyze system under two higher recurrence interval rainfall events. Rainfall events will be identified with OWNER input.
4. Technical Memorandum No. 3 will document the results of the wet weather modeling.

South Slope Collection System Analysis

1. Use model to analyze system under various wet weather operating conditions. Perform infiltration/inflow (I/I) analysis with I/I removal sensitivity analysis. The intent of I/I removal sensitivity analysis is to gauge various levels of I/I removal and the impact on recommended collection system improvements.
2. Obtain planning information from OWNER for areas tributary to the South Slope Collection System (future development and projected wastewater flows). OWNER shall contact regional contributors to obtain information relative to future development and estimated wastewater flows.
3. Develop model inputs to reflect future development conditions–use model to assess performance of existing system under future wet weather conditions.

City of Moline
 Page 3
 January 9, 2015

4. Use model results to develop a rehabilitation plan, as well as a recommended Capital Improvement Plan for the South Slope Collection System.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
3. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
6. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$250,000.

The following is a breakdown of the estimated fee for each of the tasks outlined in the **Scope of Services**. The subtotals for task items are estimates. The distribution of costs under this Agreement may vary from the amounts shown within the total estimated fee. The total project compensation will not be exceeded without authorization by the OWNER.

Scope Item	Estimated Fee
Review of Existing Information	\$ 10,400
Development of Preliminary Model	\$ 34,100

City of Moline
 Page 4
 January 9, 2015

Flow Metering Program Development and Implementation	\$ 40,200
Pumping Station Capacity Review	\$ 16,700
Development of Final Model-Wet Weather Modeling	\$ 47,300
South Slope Collection System Analysis	\$ 93,600
Total Estimated Fee	\$242,300

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Principal Engineer	\$224 to \$402
Senior Project Manager	\$163 to \$208
Project Managers	\$ 94 to \$162
Project Engineers and Scientists	\$ 77 to \$ 94
Engineering Technicians and Draftspersons	\$ 45 to \$117
Office Production	\$ 78 Average

* Updated annually on July 1

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on February 4, 2015. Services are scheduled for completion on July 1, 2016.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

City of Moline
Page 5
January 9, 2015

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

City of Moline
Page 6
January 9, 2015

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

City of Moline
Page 7
January 9, 2015

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MOLINE

Matthew S. Richards
Corporate Secretary

Date

Gregory Swanson
Utilities General Manager

Date

Council Bill/Resolution No. 1012-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Permit Acceptance with the Illinois Department of Natural Resources (IDNR) authorizing the installation of 1000' of a woven mesh netting on existing poles within the floodway of the Rock River for the proposed Green Valley Park Paintball Field.

WHEREAS, at a meeting held on September 26, 2013, the Park and Recreation Board instructed the Parks Director to work with Action Valley Paintball, LLC to develop a lease agreement for a paintball field to be located in Green Valley south of the soccer fields; and

WHEREAS, the proposed paintball field is in the floodway of the Rock River and a special floodway permit is necessary; and

WHEREAS, the Illinois Department of Natural Resources, Office of Water Resources, issued Permit No. DS2014077 authorizing the installation of 1000' of a woven mesh netting on existing poles within the floodway of the Rock River, subject to the following special conditions: (a) during the paintball field's operational season, the barrier netting authorized herein shall be raised to an elevation above the base flood elevation of 572.6 NAVD when the facility is not being used; and (b) during the paintball field's off season, the barrier netting shall be removed from the floodway.

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

That the Mayor and City Clerk are hereby authorized to execute a Permit Acceptance with the Illinois Department of Natural Resources (IDNR) authorizing the installation of 1000' of a woven mesh netting on existing poles within the floodway of the Rock River for the proposed Green Valley Park Paintball Field; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 3, 2015

Date

Passed: February 3, 2015

Approved: February 10, 2015

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney



PERMIT NO. DS2014077
DATE: DECEMBER 9, 2014

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:

CITY OF MOLINE
3635 4TH AVENUE
MOLINE, ILLINOIS 61265

to construct a paintball netting barrier on existing poles within the floodway of the Rock River in Section 13 and 14, Township 17 North, Range 1 West of the 4th Principal Meridian in Rock Island County,

in accordance with an application dated April 15, 2014, and the plans and specifications entitled:

GREEN VALLEY PAINTBALL PARK
CITY OF MOLINE
(Three sheets, Included with the application).

Examined and Recommended:

Michael L. Diedrichsen, Acting Manager
Downstate Regulatory Programs

Approval Recommended:

Arlan Juhl, P.E., Director
Office of Water Resources

Approved:

Marc Miller, Director
Department of Natural Resources

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCAT (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2017 this permit shall cease and be null and void.

THIS PERMIT IS SUBJECT TO THE FOLLOWING SPECIAL CONDITIONS:

- a) During the paintball field's operational season, the barrier netting authorized herein shall be raised to an elevation above the base flood elevation of 572.6 NAVD when the facility is not being used.
- b) During the paintball field's offseason the barrier netting shall be removed from the floodway.

PERMIT NO. DS2014
CITY OF MOLINE
GREEN VALLEY PARK PAINTBALL NETTING

PERMIT ACCEPTANCE

This Acceptance must be signed and returned to the address below to validate this permit. See Condition No. 8.

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OFFICE OF WATER RESOURCES
One Natural Resources Way
Springfield, Illinois 62702-1271**

The undersigned permittee, personally, or if a corporation by its duly authorized officers, hereby accepts the permit bearing the above permit number subject to all conditions named therein, on this _____ day of _____, 20__.

By _____

By _____

If a corporation
affix seal here.

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, by repealing Sections 34-2125 and 34-4403 relating to adjustment of utility bill charges in their entirety and enacting in lieu thereof new Sections 34-2125 and 34-4403 relating to the same subject matter.

WHEREAS, these amendments will update the Moline Code of Ordinances to reflect City practices regarding adjustment of utility billing charges related to errors in measuring and calculating utility charges; and

WHEREAS, it has been the City's general practice to go back one year when issuing corrections in regard to utility billing errors; and

WHEREAS, this practice follows Illinois Commerce Commission rules that apply to private utilities and is a common practice in other cities; and

WHEREAS, these amendments will codify this practice, which will be applied uniformly to all charges included on City utility bills.

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

Section 1 – That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, is hereby amended by repealing Section 34-2125 relating to adjustment of utility bill charges in its entirety and enacting in lieu thereof one new Section 34-2125 relating to the same subject matter, which shall read as follows:

"SEC. 34-2125. ADJUSTMENT OF UTILITY BILL CHARGES.

(a) In case of a dispute over the amount of a utility bill as related to the accuracy of a water meter, the public works department shall, at the written request of the consumer, test the meter. If it is found upon such test that the meter registers a greater amount of water than has actually passed through said meter as determined pursuant to the standards published in the current edition of the American Water Works Association M6 manual, the bill will be adjusted to conform with the actual amount passing through the said meter, and said test shall be made without charge. If however, the meter under registers or registers correctly the amount of water passing through it, the owner shall be required to bear the expense of such test.

(b) Should a City utility account be billed incorrectly for water, sewer, stormwater, and/or garbage disposal and recycling charges due to errors in measuring and/or calculating said charges, the City shall promptly correct the charges to the account and reflect said corrections on the next utility bill. Such account corrections shall encompass a period of no greater than the preceding four (4) quarters, whether the correction is to the detriment or advantage of the City or the consumer. In cases in which the account corrections are to the detriment of the consumer, the City shall offer a reasonable payment plan without interest for the amounts charged as a result of the account corrections, as approved by the finance director. The time limit of four (4) quarters shall not apply to cases involving meter tampering, theft of service, fraud or other similar illicit customer actions. In such cases, the City shall correct charges to the account and issue a bill for all uncollected charges."

Section 2 – That Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, is hereby amended by repealing Section 34-4403 relating to adjustment of utility bill charges in its entirety and enacting in lieu thereof one new Section 34-4403 relating to the same subject matter, which shall read as follows:

“SEC. 34-4403. APPEALS CONCERNING FEES.

Any property owner aggrieved by the property classification or property type assigned to his or her property under this section or aggrieved by the computation of the stormwater utility service charge affecting his or her property under this section, may appeal such actions, determination and/or computations to the city engineer, or to the city engineer’s designee. Such appeal shall be in writing and shall state the reason and basis for the appeal. The city engineer shall consider the appeal and make a written determination thereon, which such written determination shall be provided to the property owner taking or filing the appeal. If the property owner is not satisfied with the written determination of the city engineer, the property owner may then request in writing that the property owner's appeal be heard and decided by stormwater appeals board. If the property owner is not satisfied with the written determination of the stormwater board of appeals, the property owner may then request in writing that the property owner's appeal be heard and decided by City Council. Such written request for City Council review shall be filed with the city clerk within ten (10) days of the property owner's receipt of the written determination from the stormwater appeal board. The decision of the City Council shall be final in such appeals. In case of a successful appeal by the property owner, said property owner shall be entitled to no more than one (1) year of refunds or recoveries of fees paid prior to the appeal. (Ord. No. 3015-2004; Sec. 34-4121 repealed; new Sec. 34-4121 enacted; 03/24/04)”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney