

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, April 21, 2015

Mayor's Board Appointments

Mayor's appointment of Chris Schram to the Moline Centre Main Street Commission to fill the unexpired term of Andrea Peterson to expire June 30, 2017.

Mayor's reappointment of David Fortin and John Bradley to the Moline Centre Main Street Commission for a full three year term to expire June 30, 2018.

Proclamation

A Proclamation from the Two Rivers YMCA to declare April 22 to May 1, 2015, as "YMCA's 10 Days to Victory."

Questions on the Agenda

Agenda Items

1. **Road Salt Purchase Agreement** (Doug House, Municipal Services General Manager)
2. **Vacating Right of Way** (Chris Mathias, Property Management Coordinator)
3. **Zoning Map Amendment** (Shawn Christ, Land Development Manager)
4. **Annexation** (Shawn Christ, Land Development Manager)
5. **Development Agreement for "The Point"** (Ray Forsythe, Planning & Development Director)
6. **First Responders Fee** (Kathy Carr, Finance Director)
7. **Budget Amendment** (Kathy Carr, Finance Director)
8. **Disorderly Conduct Ordinance Amendment** (Maureen Riggs, City Attorney)
9. **34th Street & Avenue of the Cities Traffic Signals** (Scott Hinton, City Engineer)
10. **John Deere Road Utility Relocations** (Scott Hinton, City Engineer)
11. **Property Owners Consent for Liquor License** (Tracy Koranda, City Clerk)
12. **Other**
13. **Public Comment**

Explanation

- 1. A Resolution authorizing the Mayor and City Clerk to execute a Road Salt Purchase Agreement for 2015-2016 Season with the City of Davenport.** (Doug House, Municipal Services General Manager)

Explanation: The City agrees to purchase 500 tons of salt with the Quad City Joint Salt Bid and place a reserve supplemental order of 4,500 tons with the City of Davenport as the agent for said purchase. Participation in this contract provides a lower cost per ton. The City agrees to pay 50 percent of its order between July 1, 2015 and July 10, 2015. An invoice will be submitted for the balance following delivery of the product. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Sufficient funds are budgeted, Account No. 010-0844-431.06-30
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City, A Great Place to Live

- 2. A Special Ordinance vacating a 30' x 115' piece of 2nd Avenue right-of-way to George Pokrajac, 201 48th Street, Moline.** (Chris Mathias, Property Management Coordinator)

Explanation: George Pokrajac of A&A Refrigeration, 201 48th Street, is requesting that the City of Moline vacate a portion of right-of-way (ROW) at 2nd Avenue. This 30' x 115' piece of 2nd Avenue ROW is only used by the applicant or his customers and employees. The applicant is the only adjacent property owner to the ROW and there are no objections from surrounding property owners. There are City utilities located under the ROW, so the City will retain a utility easement over the property. The fair market value of this property was determined by City staff to be \$5,175, which the applicant will pay to the City upon approval of the ROW vacation. Additional documentation attached.

Staff Recommendation: Approval
Public Notice/Recording: Planning Department will record
Fiscal Impact: \$5,175 to the City
Goals Impacted: Financially Strong City; Strong Local Economy

- 3. An Ordinance amending Chapter 35, "Zoning and Land Development," of the Moline Code of Ordinances, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Daniel Palmer, on behalf of Nordav Growth Partners, LLC; 1510 47th Avenue and three other vacant parcels, Lots 10, 11 and 12 of Southpark West).** (Shawn Christ, Land Development Manager)

Explanation: This ordinance will rezone a 4.9-acre tract at 1510 47th Avenue, Moline, and three other adjacent vacant parcels, Lots 10, 11 and 12 of Southpark West, owned by Nordav Growth Partners, LLC, from I-1 Light Industrial to B-4 Highway/Intensive Business District. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Public notice on March 24, 2015
Goals Impacted: Great Place to Live; Upgrade City Infrastructure and Facilities

- 4. An Ordinance the enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 1210 38th Avenue, Moline.**

Explanation: The City has received a petition of annexation filed by the owners of record of 1210 38th Avenue. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. City staff has found this annexation to be in the best interests of the City. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Public notice given on April 12, 2015
Fiscal Impact: Financially Strong City

- 5. A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and S.J. Russell L.C. for the “The Point” redevelopment project and to execute any necessary agreements referenced therein; and authorizing appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.** (Ray Forsythe, Planning & Development Director)

Explanation: The City of Moline wishes to enter into a Performance Based Development Agreement with S.J. Russell L.C. for the redevelopment of property consisting of approximately 15.21 gross acres with approximately 9.00 usable acres (392,040 sf), located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), for “The Point” redevelopment project. The City wishes to support the redevelopment by granting certain incentives to include TIF. The project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I, as well as landscaping and other improvements to redevelop the site. Additional phases may follow with further development. Additional documentation attached.

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

- 6. An Ordinance amending Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-2116, “SAME FEES,” by enacting one new subsection (a)(9) to include a first responder fee.** (Kathy Carr, Finance Director)

Explanation: Per City Council direction given on February 10, 2015, City staff formulated a recommendation on a first responder fee specified and prescribed by the City Council to address the potential shortfall in ambulance revenues in 2015. As this item was tabled by City Council on April 7, 2015, referring same back to the Administration to define an at-fault accident and describe an appeal process. As a result, staff recommends at-fault to be defined as one where the driver is issued an at-fault citation by the Moline Police Department and Non-Moline Residence is defined by the address on the driver’s license of the person issued the at-fault citation. The establishment of a formal appeal process would be for the Public Safety Director to review and determine the appropriateness of the first responder fee upon submission of the City’s appeal form.

Staff Recommendation: Approval
Fiscal Impact: Estimated to be \$145,000.00 annually
Public Notice/Recording: Publication required
Goals Impacted: Financially Strong City

- 7. A Resolution amending Budget Resolution #1169-2014 by authorizing changes to various line items in the budget for FY 2015; and authorizing the Finance Director to do all things necessary to complete said changes.** (Kathy Carr, Finance Director)

Explanation: Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget to avoid any adverse affect to the City’s legal budgetary compliance. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A

Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

8. An Ordinance amending Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances, Section 22-2100, “DISORDERLY CONDUCT,” by enacting one new subsection (e) entitled “Minors involved in electronic dissemination of indecent visual depictions,” and by enacting one new subsection (f) entitled “Penalty.” (Maureen Riggs, City Attorney)

Explanation: City staff seeks to amend Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances to add provisions concerning minors involved in the electronic dissemination of indecent visual depictions. This offense has recently become an issue as a result of the prevalence of the possession of cell phones, tablets and other electronic communication devices by minors. Amending Section 22-2100 to add subsections (e) and (f) to address the electronic dissemination of indecent visual depictions and penalties for said violation will provide clarity as to how to handle said offenses in line with the State statutes, and will provide an alternative means of charging minors with possession of indecent visual depictions.

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

9. A Resolution authorizing the Mayor and City Clerk to execute a contract with Davenport Electric Contract Company for Project #1226, Traffic Signal Replacement at Avenue of the Cities and 34th Street, in the amount of \$239,817.19. (Scott Hinton, City Engineer)

Explanation: Bids were solicited with Davenport Electric Contract Company submitting the lowest responsible and responsive bid. Additional documentation attached.

\$239,817.19 Davenport Electric Contract Company

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	140,000.00	239,817.19	510-9965-438.07-06
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$140,000.00	\$239,817.19	

Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

10. A Resolution authorizing the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project #1214, 2015 Utility Relocations along John Deere Road, in the amount of \$1,190,200.00. (Scott Hinton, City Engineer)

Explanation: Bids were solicited with McCarthy Improvement Company submitting the lowest responsible and responsive bid. Additional documentation attached.

\$1,190,200.00	McCarthy Improvement Company
\$1,362,260.50	Miller Trucking & Excavating, Inc.
\$1,396,087.00	Langman Construction, Inc.
\$1,505,382.90	Brandt Construction Co.
\$1,661,597.00	Fischer Excavating, Inc.
Incomplete Bid	Valley Construction Company

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP		259,987.00	510-9957-438.04-25
Water	815,000.00	753,941.00	310-1716-434.08-45
WPC	105,000.00	176,272.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$920,000.00	\$1,190,200.00	

Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

11. A Resolution authorizing the Mayor and City Clerk to sign a liquor license consent form granting the City’s consent for a Class A – Restaurant Liquor License to be issued at 2900 River Drive. (Tracy Koranda, City Clerk)

Explanation: The Mills at Riverbend Commons, 2900 River Drive, is in the process of acquiring a tenant that will be applying for a Class A – Restaurant Liquor License. Section 4-3202(a) of the Moline Code of Ordinances states that a majority of the surrounding property owners within a radius of 150 feet of the front of the center of the building shall consent to the issuance of a liquor license. The City-owned property that falls within 150 feet of the referenced property is along Ben Butterworth Parkway. The Park Board approved authorization at its January 22, 2015 meeting. City staff has no objections to the issuance of a liquor license at this address.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: Strong Local Economy & A Great Place to Live



**ROAD SALT PURCHASE AGREEMENT FOR
2015-2016 SEASON**

**FORM TO BE RETURNED BY APRIL 15, 2015 – to City of Davenport, Purchasing Division,
226 W 4th St., Davenport, IA 52801**

The City (County, Township, etc.) of Moline agrees to order and purchase 500 tons of salt with the Quad City joint salt bid, with the City of Davenport, as the agent for the purchase. We also acknowledge that our council or appropriate board has approved this purchase prior to this order. We agree to pay 50% of our order between July 1, 2015 and July 10, 2015. After delivery, the City of Davenport will submit an invoice for the balance. We agree to pay that invoice within 30 days of it being submitted.

We are also placing a reserve supplemental order of 4,500 tons. We agree to purchase 25% of this supplemental order by March 1, 2016. All salt orders must be processed through the City of Davenport's Street Division. Orders should NOT be placed with the salt vendor.

Government agency

Authorized signature

DATE

 Scott Raes
Printed Name

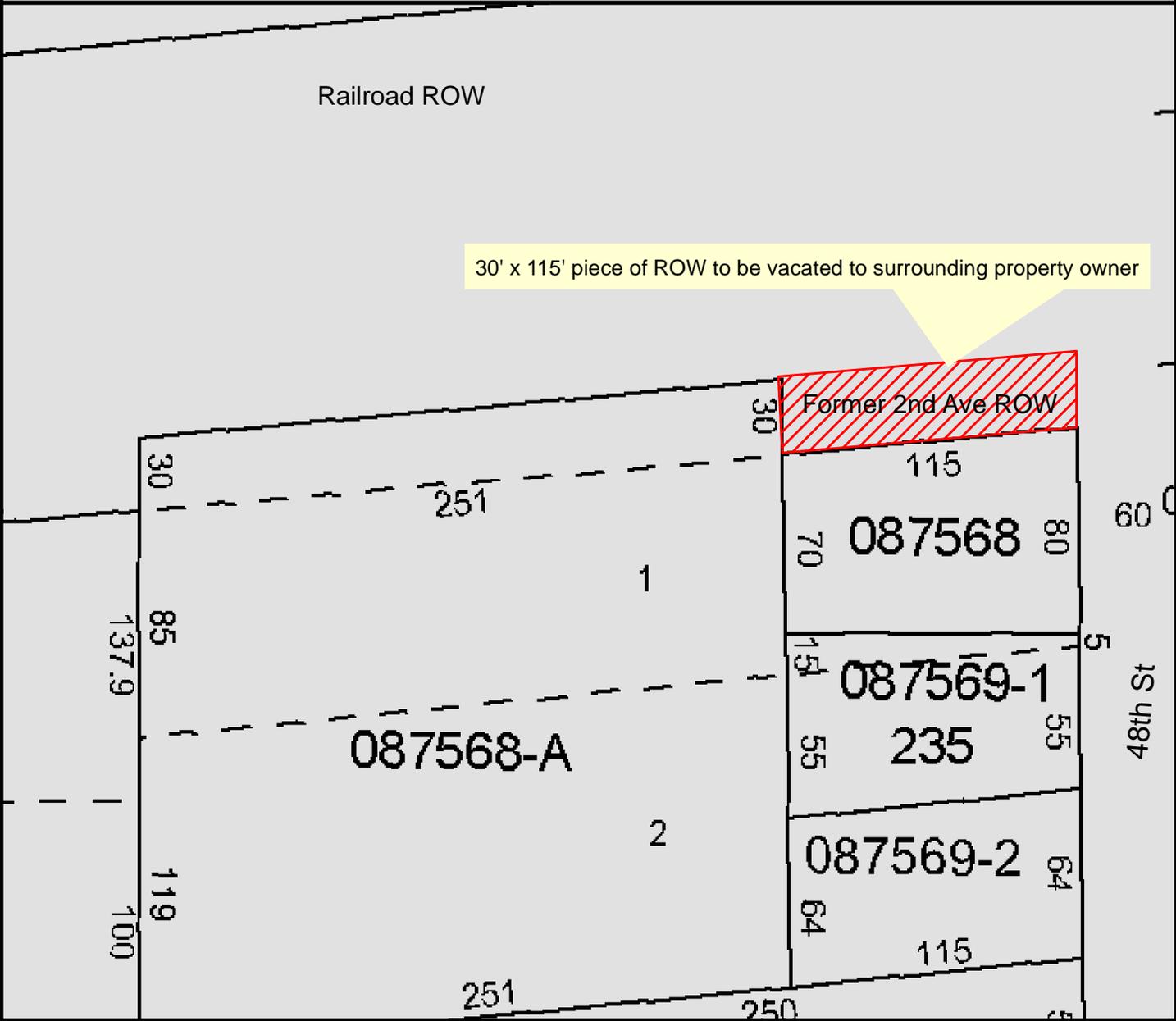
 Mayor
Title

Exhibit "A"

Part of the Northeast Quarter of Section 34, Township 18 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, also being part of Walker's Station Addition to the City of Moline described as follows:

That thirty feet of 2nd Avenue right of way immediately adjacent and north of the east 115 feet of Lot 1 of said Walker's Station Addition.

PLAT OF RIGHT-OF-WAY VACATION City of Moline, Illinois



Legend

- Area to be vacated
- Tax Parcels

1 inch = 60 feet

This plat represents ROW vacated by the City of Moline by Ordinance No. _____ passed _____, 20____.

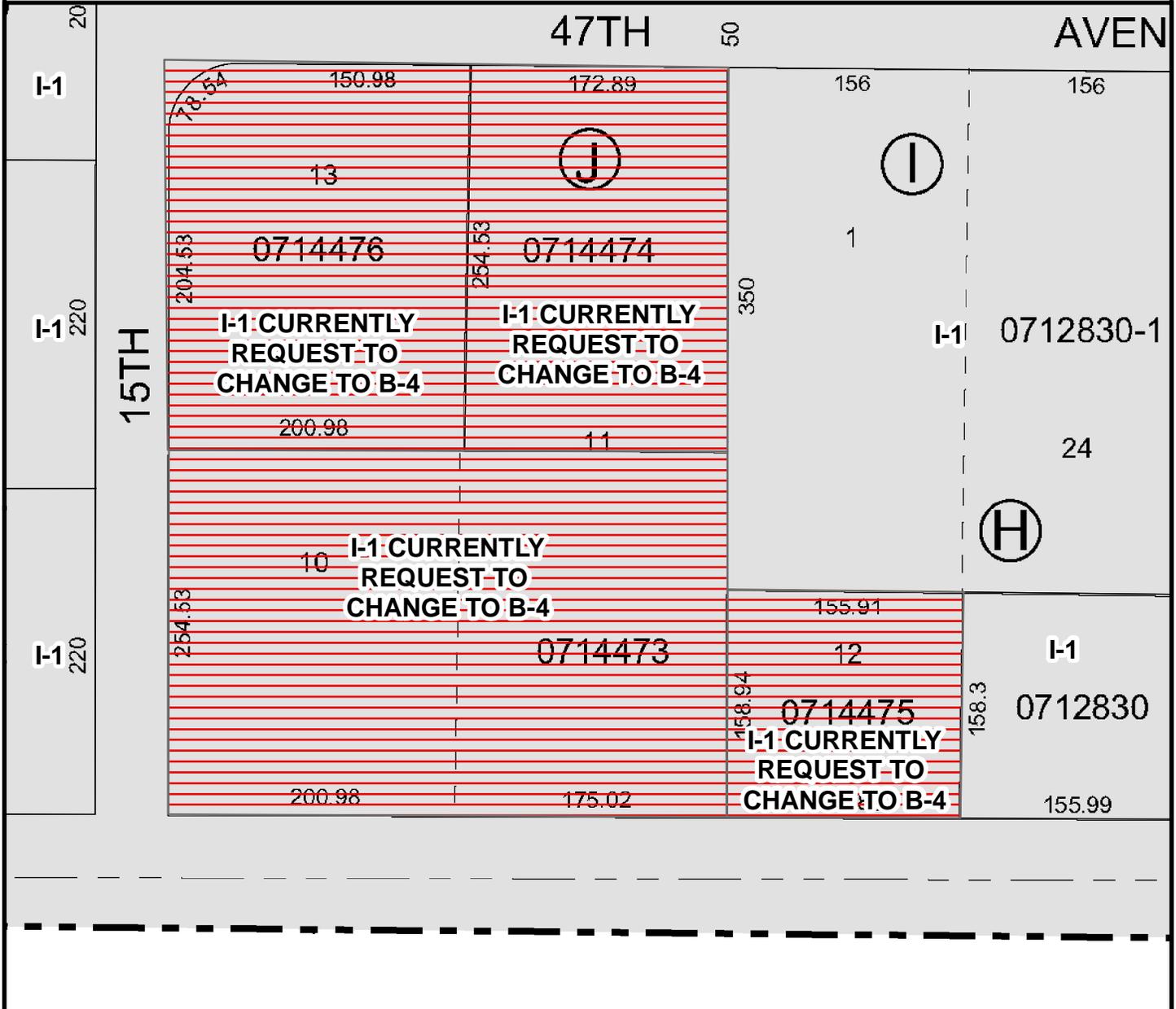
Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

REZONING APPLICATION

I-1 to B-4

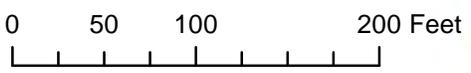
City of Moline, Illinois



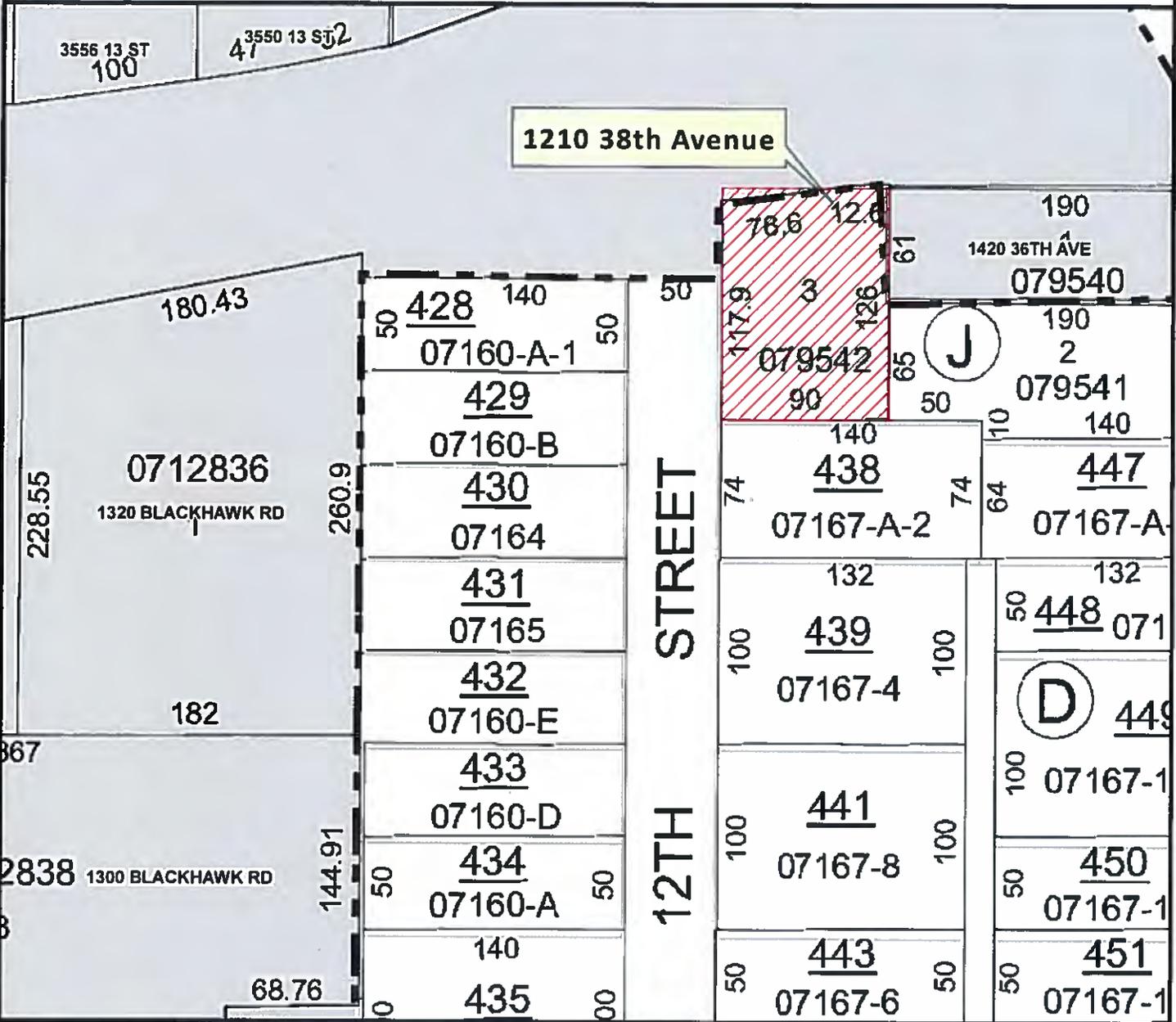
Legend

- ReZone
- Parcels
- Existing Corporate Limits

Plan Commission Meeting: April 8, 2015
 Applicant: Daniel Palmer
 Owner: Nordav Growth Partners
 Parcels: 07-14473; 07-14474; 07-14475; 07-14476

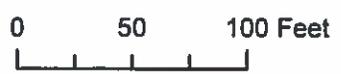


PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

S.J. RUSSELL L.C.

This Development Agreement made and entered into on this _____ day of _____, 2015 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties."

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Moline Place Phase II and III Tax Incremental Financing ("TIF") District enacted pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point; and

WHEREAS, the Redevelopment Project shall consist of the following elements, namely:

- i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and
- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
- iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5348, commonly known as 635 10th Avenue, Moline, Illinois, as well as Lot 2 of Hawk Hollow Addition (the outlet to the east on the southeast corner of 5th Avenue and 6th Street), which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises and residential development in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit C, attached hereto and incorporated by reference herein:

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3007-2010 on February 2, 2010, which provided for the creation of a new TIF District for the Moline Place Phase II and III Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2033, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Fifty One Million Dollars (\$51,000,000). Fifteen percent (15%) of the total project cost equals Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000). In no event shall the maximum total assistance to Developer from the City ever exceed Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total Redevelopment Project cost or \$7,650,000, whichever is less ("Maximum TIF Payment").

- C. Property Tax Rebate. Subject to the guarantees contained in this Agreement and subject further to Developer paying the annual real estate taxes for the Property when due and payable, the City shall pay through its TIF Fund to Developer 75% of the net incremental annual real estate tax until the Maximum TIF Payment is reached. In no event will any payment be made after 2033.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2010, and the base Equalized Assessed Valuation (EAV) for the base year 2010 is One Hundred Seventy-Three Thousand Eight Hundred Fifty-Eight Dollars (\$173,858). The property tax rebate period will start with the first year in which the Redevelopment Project is completed, a certificate of occupancy issued, and the Property is re-

assessed, which is estimated to be assessment year 2016 and payment year 2017. The payment shall be from the incremental property tax generated solely by the Property and paid to the City's TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit D) incurred or incidental to the Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- I. No Other Incentives. The City agrees to rebate a percentage of the tax increment generated from the Redevelopment Project and use the remaining TIF funds to offset the existing deficit in the TIF District and, therefore, the City will offer no other incentives or contributions to the Developer or other developers of the Property as long as this Agreement is in effect.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise

Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.
- L. Zoning. The current zoning of the Property is R-4. Should Developer wish to pursue a Planned Unit Development ("PUD"), the City makes no representation or warranty that such an application for PUD will be recommended by the City's Zoning Administrator or Plan Commission or be approved by the City Council.
- M. Option to Purchase. The City has the option to acquire the portion of the Redevelopment Project located at the northeast corner of the property for regional stormwater detention purposes. Such option, if exercised, shall be made by the City at its sole discretion.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.
- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
 - i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and

- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
 - iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.
- D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I.B and I.C, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered

will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa limited liability company authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless

or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording

of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

S.J. RUSSELL L.C.

DATED: _____

DATED: 4.14.15

By: _____
Scott Raes, Mayor

By: [Signature]
James V. Russell

Attest: _____
Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 14 day of April, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; James V. Russell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



[Signature]
NOTARY PUBLIC

EXHIBIT A
SCHEMATIC DESIGN DRAWINGS OF REDEVELOPMENT PROJECT

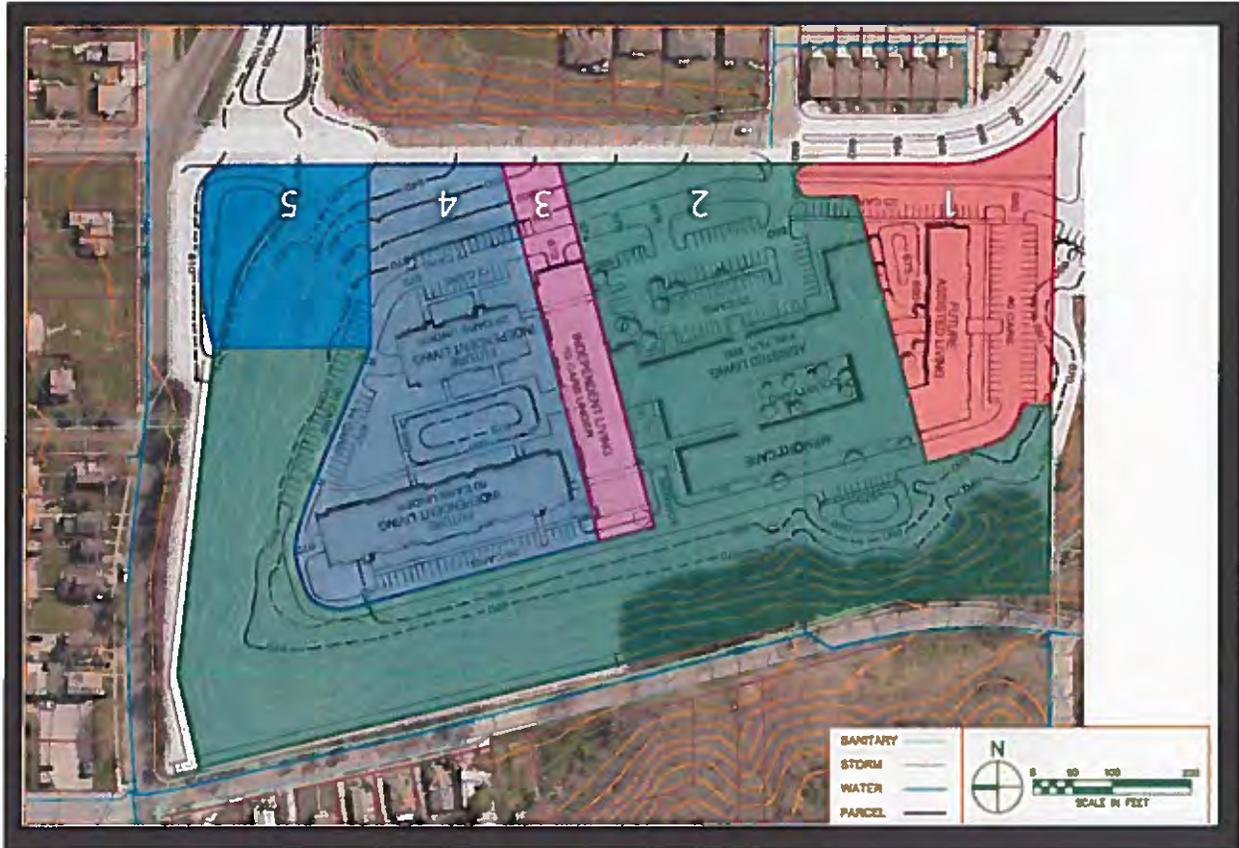


EXHIBIT B
LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 08' 59" WEST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET TO A POINT ON THE NORTH LINE OF 11TH AVENUE; THENCE NORTH 89° 55' 42" WEST A DISTANCE OF 256.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 39' 31" WEST A DISTANCE OF 388.92 FEET; THENCE NORTH 00° 39' 00" WEST A DISTANCE OF 131.78 FEET; THENCE SOUTH 89° 39' 37" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET AS NOW ESTABLISHED; THENCE NORTH 00° 33' 13" WEST, A DISTANCE OF 314.73 FEET; THENCE SOUTH 87° 57' 24" WEST A DISTANCE OF 72.67 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 13° 42' 12" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 344.41 FEET; THENCE NORTH 12° 42' 46" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 320.13 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 5TH AVENUE; THENCE NORTH 89° 40' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 77.35 FEET; THENCE NORTH 85° 41' 37" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.25 FEET; THENCE NORTH 86° 52' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 177.02 FEET; THENCE SOUTH 82° 05' 26" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.74 FEET; THENCE NORTH 89° 18' 13" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 351.79 FEET; THENCE SOUTH 45° 43' 11" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 21.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 6TH STREET; THENCE SOUTH 00° 04' 29" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 146.02 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION", THENCE SOUTH 00° 32' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 613.01 FEET; THENCE SOUTH 89° 57' 56" WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH 00° 12' 35" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A 230.00 FEET RADIUS, A CENTRAL ANGLE OF 31° 07' 09", AND A 123.39 FEET LONG CHORD THAT BEARS SOUTH 22° 48' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, AN ARC DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, CONTAINS 15.21 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

LOT 2 OF HAWK HOLLOW ADDITION IN CITY OF MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS.

EXHIBIT C
DEVELOPMENT TIMETABLE

- i. Land Closing – on or before December 31, 2015**
- ii. Civil/Infrastructure – begin in spring 2016 with an anticipated 6 month schedule.**
- iii. Phase 1 Construction – an estimated 14 month schedule, anticipated to begin in Summer 2016.**

EXHIBIT D

REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act



Non-Moline Resident First Responder Fee APPEAL Form

Date _____

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Invoice # (on bill): _____ Email: _____

REASON FOR APPEAL: _____

(Please use back side if more space is needed)

Instructions: Please send the completed form to Moline Police Department, 1640 6th Avenue, Moline, IL 61265. The completed appeal form must be received by the City within 30 days of the date on the invoice. Your appeal will be considered and ruled upon in writing by the City within 30 days of receipt of the completed form. The written ruling will be sent by email or by mail to the address listed above.

-----**OFFICE USE ONLY**-----

_____ **Your appeal is approved. The fee is dismissed.**

_____ **Your appeal has been reviewed and denied. The invoice is due within 5 business days from the receipt of this denial notice.**

Comments:

Date: _____ Public Safety Director: _____

MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2015 Recommended Budget Amendments

Date: April 1, 2015

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0843-435.60-30 Operating Supplies	\$55,000	\$4,675	\$59,675
010-0000-392.20-00 Sale of Surplus Revenue	\$20,000	\$4,675	\$24,675

Explanation: The Traffic Operation Specialist has scrapped broken and non functional traffic equipment and generated revenue by recycling the material. Engineering has requested that this be reprogrammed.

2) 320-1839-433.03-22 Professional/Technical	\$18,750	\$39,000	\$57,750
320-1839-433.04-25 Contractual Repairs	\$134,500	\$90,000	\$224,500
320-1839-433.06-31 Maintenance Supplies	\$26,500	\$16,100	\$42,600
320-1839-433.07-50 Other Capital Equipment	\$0	\$32,000	\$32,000
320-0000-300.00-00 Transfer from Reserves	\$0	\$177,100	\$177,100

Explanation: Projects for South Slope (Main Control Bldg Roof/Sludge Thickener Design/ Wash Press Reuse/Primary Sludge Pump) were not completed in 2014 due to other work demands. The projects will be completed in 2015.

Account Number	Current Budget	Budget Adjustment	Revised Budget
3) 448-0867-437.07-03	\$1,735,110	\$1,292,125	\$3,027,235
Motor Vehicle Equipment			
448-0000-300.00-00	\$455,840	\$1,292,125	\$1,747,965
Transfer from Reserves			

Explanation: For Vehicles budgeted to be purchased in 2014 that were not received until 2015 (8 class 6 units for snow plows/3 all electric vehicles/6 CNG vehicles)

4) 120-1525-452.08-50	\$150,000	\$40,000	\$190,000
Park Contracts			
120-0000-300.00-00	\$0	\$40,000	\$40,000
Transfer from Reserves			

Explanation: New parking lot in Riverside Park was budgeted in 2014 however the contractor was unable to complete installation due to the colder than expected weather.

5) 010-0715-463.03-22	\$194,680	\$155,045	\$349,725
Professional/Technical			
010-0000-300.00-00	\$0	\$155,045	\$155,045
Transfer from Reserves			

Explanation: Carryover unspent Edgewater Plan (\$150,000) and Façade Program (\$5,045) from 2014 budget to 2015 budget.

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **DAVENPORT ELECTRIC CONTRACT COMPANY** of **529 PERSHING AVENUE, DAVENPORT, IA 52803**, 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 **TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED SEVENTEEN AND 19/100 (\$239,817.19) 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 #1226, TRAFFIC SIGNAL REPLACEMENT AT AVENUE OF THE CITIES AND 34TH 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 **TWO HUNDRED THIRTY NINE**

THOUSAND EIGHT HUNDRED SEVENTEEN AND 19/100 (\$239,817.19) 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:

April 7, 2015

11:00 a.m.

Project: 1226 - Traffic Signals, AOTC & 34th Street

**Davenport Electric Contract
Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SEEDING SPECIAL COMPLETE	1	L.SUM	\$556.00	\$556.00		\$0.00		\$0.00
2	CLASS B PATCHES, TYPE IV	75	SY	\$135.00	\$10,125.00		\$0.00		\$0.00
3	P.C.C. DRIVEWAY PAVEMENT	24	SY	\$112.00	\$2,688.00		\$0.00		\$0.00
4	P.C.C. SIDEWALK, 4"	1105	SF	\$6.12	\$6,762.60		\$0.00		\$0.00
5	P.C.C. SIDEWALK, TEXTURED, COLORED, 4"	610	SF	\$20.05	\$12,230.50		\$0.00		\$0.00
6	PCC SIDEWALK RAMP, 6"	975	SF	\$25.60	\$24,960.00		\$0.00		\$0.00
7	DETECTABLE WARNINGS	108	SF	\$66.70	\$7,203.60		\$0.00		\$0.00
8	COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT	295	LF	\$72.32	\$21,334.40		\$0.00		\$0.00
9	DRIVEWAY PAVEMENT REMOVAL	43	SY	\$13.00	\$559.00		\$0.00		\$0.00
10	SIDEWALK REMOVAL	2075	SF	\$2.23	\$4,627.25		\$0.00		\$0.00
11	STORM SEWER, 12"	12	LF	\$47.00	\$564.00		\$0.00		\$0.00
12	INLET SINGLE TO BE ADJUSTED WITYH NEW FRAME AND LID	3	EA	\$1,000.00	\$3,000.00		\$0.00		\$0.00
13	STORM WATER ALLEY CATCH BASIN	1	EA	\$2,223.00	\$2,223.00		\$0.00		\$0.00
14	REMOVING CATCH BASINS	1	EA	\$556.00	\$556.00		\$0.00		\$0.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$19,682.00	\$19,682.00		\$0.00		\$0.00
16	PAINT PAVEMENT MARKING - LINE, 6"	453	LF	\$1.85	\$838.05		\$0.00		\$0.00
17	PAINT PAVEMENT MARKING - LINE, 12"	329	LF	\$2.54	\$835.66		\$0.00		\$0.00
18	PAINT PAVEMENT MARKING - LINE, 24"	123	LF	\$4.52	\$555.96		\$0.00		\$0.00
19	PAVEMENT MARKING REMOVAL	809	SF	\$2.80	\$2,265.20		\$0.00		\$0.00
20	SERVICE INSTALLATION, TYPE A, MODIFIED	1	EA	\$2,106.00	\$2,106.00		\$0.00		\$0.00
21	UNDERGROUND CONDUIT, PVC, 1-1/2" DIA	62	LF	\$9.10	\$564.20		\$0.00		\$0.00
22	UNDERGROUND CONDUIT, PVC, 2" DIA	95	LF	\$12.00	\$1,140.00		\$0.00		\$0.00
23	UNDERGROUND CONDUIT, PVC, 2-1/2" DIA	55	LF	\$13.12	\$721.60		\$0.00		\$0.00
24	UNDERGROUND CONDUIT, PVC, 5" DIA	5	LF	\$47.00	\$235.00		\$0.00		\$0.00
25	UNDERGROUND CONDUIT, PVC, COILABLE NON-METALLIC, 3" DIAMETER SCHEDULE 80	240	LF	\$19.60	\$4,704.00		\$0.00		\$0.00
26	HANDHOLE, COMPOSITE CONCRETE	5	EA	\$844.00	\$4,220.00		\$0.00		\$0.00
27	DOUBLE HANDHOLE, COMPOSITE CONCRETE	1	EA	\$1,071.00	\$1,071.00		\$0.00		\$0.00
28	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO.10	1422	LF	\$0.71	\$1,009.62		\$0.00		\$0.00

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

29	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 2C	1105	LF	\$1.03	\$1,138.15		\$0.00	\$0.00
30	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 5C	3320	LF	\$1.44	\$4,780.80		\$0.00	\$0.00
31	ELECTRIC CABLE IN CONDUIT, GROUNDINGS, NO. 6 1C	560	LF	\$1.66	\$929.60		\$0.00	\$0.00
32	LUMINAIRE, LED, HORIZONTAL MOUNT, PHOTO-CELL CONTROL, 180 WATT	4	EA	\$1,513.00	\$6,052.00		\$0.00	\$0.00
33	FULL-ACTUATED CONTROLLER AND CABINET, TYPE IV, SPECIAL	1	EA	\$10,974.00	\$10,974.00		\$0.00	\$0.00
34	FIBER OPTIC CABLE RE-ROUTING COMPLETE	1	L.SUM	\$4,561.00	\$4,561.00		\$0.00	\$0.00
35	TRAFFIC SIGNAL POST, ALUMINUM, 12 FT	1	EA	\$730.00	\$730.00		\$0.00	\$0.00
36	TRAFFIC SIGNAL POST, ALUMINUM, 6 FT	5	EA	\$508.00	\$2,540.00		\$0.00	\$0.00
37	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 24 FT	1	EA	\$1,593.00	\$1,593.00		\$0.00	\$0.00
38	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 32 FT	1	EA	\$1,657.00	\$1,657.00		\$0.00	\$0.00
39	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 34 FT	1	EA	\$1,688.00	\$1,688.00		\$0.00	\$0.00
40	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 48 FT	1	EA	\$1,914.00	\$1,914.00		\$0.00	\$0.00
41	CONCRETE FOUNDATION, TYPE A	18	FT	\$186.00	\$3,348.00		\$0.00	\$0.00
42	CONCRETE FOUNDATION, TYPE D	3	FT	\$611.00	\$1,833.00		\$0.00	\$0.00
43	CONCRETE FOUNDATION, TYPE E	45	FT	\$189.00	\$8,505.00		\$0.00	\$0.00
44	SIGNAL HEAD, LED, 1-FACE, 3 SECTION, POLYCARBONATE, MAST ARM MOUNTED	10	EA	\$766.00	\$7,660.00		\$0.00	\$0.00
45	SIGNAL HEAD, LED, 1-FACE, 3 SECTION, POLYCARBONATE, BRACKET MOUNTED	6	EA	\$763.00	\$4,578.00		\$0.00	\$0.00
46	PEDESTRIAN SIGNAL HEAD, LED, COUNTDOWN, POLYCARBONATE, 1-FACE, BRACKET MOUNTED	8	EA	\$790.00	\$6,320.00		\$0.00	\$0.00
47	TRAFFIC SIGNALS BACKPLATE, LOUVERED, PLASTIC	16	EA	\$113.00	\$1,808.00		\$0.00	\$0.00
48	PEDESTRIAN PUSH BUTTON	8	EA	\$261.00	\$2,088.00		\$0.00	\$0.00
49	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	L.SUM	\$9,677.00	\$9,677.00		\$0.00	\$0.00
50	REMOVAL OF LIGHTING UNIT, NO SALVAGE	2	EA	\$806.00	\$1,612.00		\$0.00	\$0.00
51	MAGNETOMETER VEHICLE DETECTION SYSTEM	1	L.SUM	\$16,493.00	\$16,493.00		\$0.00	\$0.00
	TOTALS				\$239,817.19		\$0.00	\$0.00

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **MCCARTHY IMPROVEMENT COMPANY** of **5401 VICTORIA AVENUE, SUITE 700, DAVENPORT, IA 52807**, 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 MILLION ONE HUNDRED NINETY THOUSAND TWO HUNDRED AND 00/100 (\$1,190,200.00) 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 #1214, 2015 UTILITY RELOCATIONS ALONG JOHN DEERE ROAD** 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 MILLION ONE HUNDRED**

NINETY THOUSAND TWO HUNDRED AND 00/100 (\$1,190,200.00) 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: April 7, 2015 11:00 a.m.

Project: 1214 - 2015 Utility Relocations Along John Deere Road

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	McCarthy Improvement Company		Miller Trucking & Excavating, Inc.		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	242	UNIT	\$28.00	\$6,776.00	\$35.00	\$8,470.00	\$50.00	\$12,100.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	136	UNIT	\$38.00	\$5,168.00	\$55.00	\$7,480.00	\$50.00	\$6,800.00
3	SEEDING SPECIAL COMPLETE	1	L. SUM	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$1,000.00	\$1,000.00
4	FURNISHED EXCAVATION	31	CU YD	\$50.00	\$1,550.00	\$30.00	\$930.00	\$25.00	\$775.00
5	STONE DUMPED RIPRAP, SPECIAL	12	TON	\$63.00	\$756.00	\$50.00	\$600.00	\$58.00	\$696.00
6	AGGREGATE SURFACE COURSE, TB 6"	49	SQ YD	\$9.00	\$441.00	\$10.00	\$490.00	\$15.00	\$735.00
7	PCC SIDEWALK 4"	585	SQ FT	\$9.00	\$5,265.00	\$5.50	\$3,217.50	\$12.00	\$7,020.00
8	PCC SIDEWALK RAMP 6"	180	SQ FT	\$9.25	\$1,665.00	\$22.00	\$3,960.00	\$19.00	\$3,420.00
9	DETECTABLE WARNINGS	42	SQ FT	\$40.00	\$1,680.00	\$38.00	\$1,596.00	\$30.00	\$1,260.00
10	CONCRETE MEDIAN SURFACE 4"	275	SQ FT	\$9.00	\$2,475.00	\$11.00	\$3,025.00	\$13.00	\$3,575.00
11	DRIVEWAY PAVEMENT SPECIAL	964	SQ YD	\$65.00	\$62,660.00	\$62.00	\$59,768.00	\$73.00	\$70,372.00
12	SIDEWALK REMOVAL	716	SQ FT	\$1.00	\$716.00	\$1.50	\$1,074.00	\$2.00	\$1,432.00
13	DRIVEWAY PAVEMENT REMOVAL	964	SQ YD	\$15.00	\$14,460.00	\$8.00	\$7,712.00	\$10.00	\$9,640.00
14	PAVEMENT PATCHING SPECIAL	925	SQ YD	\$95.00	\$87,875.00	\$75.00	\$69,375.00	\$83.00	\$76,775.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$61,000.00	\$61,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
16	WATERMAIN DIP P CL 350, 4"	9	LF	\$70.00	\$630.00	\$375.00	\$3,375.00	\$121.00	\$1,089.00
17	WATERMAIN DIP P CL 350, 8"	337	LF	\$50.00	\$16,850.00	\$200.00	\$67,400.00	\$123.00	\$41,451.00
18	WATERMAIN DIP P CL 350, 10"	1085	LF	\$52.00	\$56,420.00	\$100.00	\$108,500.00	\$128.00	\$138,880.00
19	WATERMAIN DIP P CL 350, 12"	990	LF	\$60.00	\$59,400.00	\$115.00	\$113,850.00	\$135.00	\$133,650.00
20	WATERMAIN DIP P CL 350, 16"	1728	LF	\$90.00	\$155,520.00	\$130.00	\$224,640.00	\$154.00	\$266,112.00
21	WATERMAIN DIP P CL 350, 16" (IN CASING)	158	LF	\$55.00	\$8,690.00	\$150.00	\$23,700.00	\$125.00	\$19,750.00
22	STEEL CASING PIPE, 30" DRILLED OR PUSHED	158	LF	\$425.00	\$67,150.00	\$375.00	\$59,250.00	\$325.00	\$51,350.00
23	FIRE HYDRANT ASSEMBLY COMPLETE	9	EACH	\$4,800.00	\$43,200.00	\$4,500.00	\$40,500.00	\$4,500.00	\$40,500.00
24	FIRE HYDRANT TO BE REMOVED	8	EACH	\$275.00	\$2,200.00	\$500.00	\$4,000.00	\$750.00	\$6,000.00
25	FIRE HYDRANT TO BE RELOCATED	1	EACH	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
26	TEMPORARY FIRE HYDRANT FOR TESTING	5	EACH	\$1,650.00	\$8,250.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00
27	REMOVE EXISTING VALVE AND VAULT	5	EACH	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
28	VALVE BOX TO BE REMOVED	10	EACH	\$50.00	\$500.00	\$260.00	\$2,600.00	\$50.00	\$500.00
29	VALVE AND BOX 4"	1	EACH	\$1,050.00	\$1,050.00	\$850.00	\$850.00	\$650.00	\$650.00

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

30	DIMJ CAP, 4" TEMPORARY	1	EACH	\$200.00	\$200.00	\$75.00	\$75.00	\$50.00	\$50.00
31	VALVE AND BOX 8"	5	EACH	\$1,900.00	\$9,500.00	\$1,400.00	\$7,000.00	\$1,100.00	\$5,500.00
32	BUTTERFLY VALVE 10" IN 5' DIA VAULT	2	EACH	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
33	BUTTERFLY VALVE 12" IN 5' DIA VAULT	2	EACH	\$6,500.00	\$13,000.00	\$4,700.00	\$9,400.00	\$6,000.00	\$12,000.00
34	BUTTERFLY VALVE 16" IN 5' DIA VAULT	8	EACH	\$7,000.00	\$56,000.00	\$6,000.00	\$48,000.00	\$7,000.00	\$56,000.00
35	VAULT INSTALLATION OVER EXISTING VALVE	1	EACH	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00
36	DIMJ PLUG, 6"	5	EACH	\$200.00	\$1,000.00	\$80.00	\$400.00	\$70.00	\$350.00
37	90° BEND, 8"	2	EACH	\$400.00	\$800.00	\$295.00	\$590.00	\$300.00	\$600.00
38	45° BEND, 8"	12	EACH	\$375.00	\$4,500.00	\$260.00	\$3,120.00	\$250.00	\$3,000.00
39	22.5° BEND, 8"	1	EACH	\$375.00	\$375.00	\$250.00	\$250.00	\$250.00	\$250.00
40	8"X6" TEE	1	EACH	\$500.00	\$500.00	\$380.00	\$380.00	\$350.00	\$350.00
41	SOLID SLEEVE, 8"	3	EACH	\$500.00	\$1,500.00	\$250.00	\$750.00	\$180.00	\$540.00
42	DIMJ CAP, 8" TEMPORARY	2	EACH	\$300.00	\$600.00	\$135.00	\$270.00	\$70.00	\$140.00
43	8"X4" TEE	1	EACH	\$800.00	\$800.00	\$340.00	\$340.00	\$350.00	\$350.00
44	45° BEND, 10"	3	EACH	\$500.00	\$1,500.00	\$370.00	\$1,110.00	\$300.00	\$900.00
45	11.25° BEND, 10"	5	EACH	\$500.00	\$2,500.00	\$370.00	\$1,850.00	\$300.00	\$1,500.00
46	22.5° BEND, 10"	1	EACH	\$500.00	\$500.00	\$370.00	\$370.00	\$300.00	\$300.00
47	10"X6" TEE	3	EACH	\$700.00	\$2,100.00	\$550.00	\$1,650.00	\$500.00	\$1,500.00
48	12"X10" REDUCER	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00	\$400.00	\$400.00
49	90° BEND, 12"	1	EACH	\$750.00	\$750.00	\$625.00	\$625.00	\$600.00	\$600.00
50	45° BEND, 12"	13	EACH	\$650.00	\$8,450.00	\$540.00	\$7,020.00	\$550.00	\$7,150.00
51	22.5° BEND, 12"	2	EACH	\$600.00	\$1,200.00	\$480.00	\$960.00	\$500.00	\$1,000.00
52	11.25° BEND, 12"	2	EACH	\$600.00	\$1,200.00	\$480.00	\$960.00	\$450.00	\$900.00
53	12"X8" REDUCER	1	EACH	\$500.00	\$500.00	\$370.00	\$370.00	\$350.00	\$350.00
54	SOLID SLEEVE, 12"	6	EACH	\$700.00	\$4,200.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00
55	DIMJ CAP, 12"	1	EACH	\$400.00	\$400.00	\$240.00	\$240.00	\$200.00	\$200.00
56	DIMJ CAP, 12" TEMPORARY	1	EACH	\$200.00	\$200.00	\$240.00	\$240.00	\$100.00	\$100.00
57	12"X6" TEE	3	EACH	\$800.00	\$2,400.00	\$630.00	\$1,890.00	\$700.00	\$2,100.00
58	12"X8" TEE	2	EACH	\$900.00	\$1,800.00	\$640.00	\$1,280.00	\$700.00	\$1,400.00
59	12"X12" TEE	1	EACH	\$1,000.00	\$1,000.00	\$840.00	\$840.00	\$800.00	\$800.00
60	45° BEND, 16"	29	EACH	\$1,250.00	\$36,250.00	\$1,050.00	\$30,450.00	\$1,100.00	\$31,900.00
61	22.5° BEND, 16"	1	EACH	\$1,250.00	\$1,250.00	\$1,050.00	\$1,050.00	\$1,100.00	\$1,100.00
62	11.25° BEND, 16"	2	EACH	\$1,250.00	\$2,500.00	\$1,050.00	\$2,100.00	\$1,100.00	\$2,200.00
63	SOLID SLEEVE, 16"	2	EACH	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00

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

64	16"X16" TEE	1	EACH	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
65	16"X8" TEE	1	EACH	\$1,600.00	\$1,600.00	\$1,350.00	\$1,350.00	\$1,400.00	\$1,400.00
66	16"X6" TEE	7	EACH	\$1,600.00	\$11,200.00	\$1,275.00	\$8,925.00	\$1,200.00	\$8,400.00
67	16"X2" TEE	5	EACH	\$1,600.00	\$8,000.00	\$1,325.00	\$6,625.00	\$1,000.00	\$5,000.00
68	16"X16" CROSS	3	EACH	\$3,000.00	\$9,000.00	\$2,600.00	\$7,800.00	\$2,500.00	\$7,500.00
69	16"X8" REDUCER	1	EACH	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$800.00	\$800.00
70	16"10" REDUCER	1	EACH	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$550.00	\$550.00
71	16"X12" REDUCER	1	EACH	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$550.00	\$550.00
72	DIMJ PLUG, 16"	2	EACH	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$450.00	\$900.00
73	DIMJ CAP, 16" TEMPORARY	1	EACH	\$400.00	\$400.00	\$500.00	\$500.00	\$200.00	\$200.00
74	STANDARD TEST CONNECTION, 1"	13	EACH	\$275.00	\$3,575.00	\$400.00	\$5,200.00	\$100.00	\$1,300.00
75	WATER MAIN ENCASEMENT	223	LF	\$150.00	\$33,450.00	\$175.00	\$39,025.00	\$50.00	\$11,150.00
76	WATER SERVICE CONNECTION (CORPORATION), 1"	16	EACH	\$250.00	\$4,000.00	\$450.00	\$7,200.00	\$300.00	\$4,800.00
77	CURB STOP AND BOX, 1"	16	EACH	\$500.00	\$8,000.00	\$650.00	\$10,400.00	\$200.00	\$3,200.00
78	COPPER WATER SERVICE PIPE, 1" (BORED)	165	LF	\$15.00	\$2,475.00	\$35.00	\$5,775.00	\$45.00	\$7,425.00
79	COPPER WATER SERVICE PIPE, 1"	173	LF	\$33.00	\$5,709.00	\$35.00	\$6,055.00	\$45.00	\$7,785.00
80	WATER SERVICE CONNECTION (CORPORATION), 1 1/4"	2	EACH	\$450.00	\$900.00	\$850.00	\$1,700.00	\$400.00	\$800.00
81	CURB STOP AND BOX, 1 1/4"	1	EACH	\$550.00	\$550.00	\$750.00	\$750.00	\$250.00	\$250.00
82	COPPER WATER SERVICE PIPE, 1 1/4"	34	LF	\$26.00	\$884.00	\$40.00	\$1,360.00	\$55.00	\$1,870.00
83	CURB STOP AND BOX, 2"	5	EACH	\$800.00	\$4,000.00	\$1,000.00	\$5,000.00	\$450.00	\$2,250.00
84	COPPER WATER SERVICE PIPE, 2" (BORED)	105	LF	\$23.00	\$2,415.00	\$45.00	\$4,725.00	\$65.00	\$6,825.00
85	COPPER WATER SERVICE PIPE, 2"	33	LF	\$38.00	\$1,254.00	\$45.00	\$1,485.00	\$65.00	\$2,145.00
86	RECONNECT SAMPLE STATION	1	EACH	\$750.00	\$750.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
87	TRENCH BACKFILL (WATER)	1108	CU YD	\$43.00	\$47,644.00	\$15.00	\$16,620.00	\$45.00	\$49,860.00
88	SAN. SEWER, 8" DIP P CL 350	157	LF	\$82.00	\$12,874.00	\$130.00	\$20,410.00	\$110.00	\$17,270.00
89	SAN. SEWER, 12" DIP P CL 350	263	LF	\$83.00	\$21,829.00	\$142.00	\$37,346.00	\$120.00	\$31,560.00
90	SAN. SEWER, 15" DIP P CL 350	154	LF	\$103.00	\$15,862.00	\$148.00	\$22,792.00	\$100.00	\$15,400.00
91	SAN. SEWER, 18" DIP P CL 350	30	LF	\$160.00	\$4,800.00	\$178.00	\$5,340.00	\$150.00	\$4,500.00
92	RCCP ENCASEMENT PIPE, 24"	20	LF	\$103.00	\$2,060.00	\$300.00	\$6,000.00	\$100.00	\$2,000.00
93	REMOVE MANHOLE SANITARY	8	EACH	\$600.00	\$4,800.00	\$500.00	\$4,000.00	\$400.00	\$3,200.00
94	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL	9	EACH	\$4,300.00	\$38,700.00	\$3,250.00	\$29,250.00	\$4,000.00	\$36,000.00
95	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL (BOLT DOWN)	7	EACH	\$4,400.00	\$30,800.00	\$3,500.00	\$24,500.00	\$4,100.00	\$28,700.00
96	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL	1	EACH	\$6,500.00	\$6,500.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
97	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL (BOLT DOWN)	1	EACH	\$5,700.00	\$5,700.00	\$4,500.00	\$4,500.00	\$5,100.00	\$5,100.00

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98	MANHOLE TO BE ADJUSTED W/NEW FRAME & LID	1	EACH	\$300.00	\$300.00	\$250.00	\$250.00	\$950.00	\$950.00
99	SOLID SLEEVE, 8" (SANITARY)	1	EACH	\$500.00	\$500.00	\$200.00	\$200.00	\$200.00	\$200.00
100	TRENCH BACKFILL (SANITARY)	139	CU YD	\$43.00	\$5,977.00	\$15.00	\$2,085.00	\$45.00	\$6,255.00
101	ABANDON AND FILL PIPE	177	CU YD	\$135.00	\$23,895.00	\$100.00	\$17,700.00	\$90.00	\$15,930.00
102	PIPE CULVERT, 15", WATER MAIN QUALITY	25	LF	\$67.00	\$1,675.00	\$70.00	\$1,750.00	\$80.00	\$2,000.00
	TOTALS				\$1,190,200.00		\$1,362,260.50		\$1,396,087.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Brandt Construction Co.		Fischer Excavating, Inc.		Valley Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	242	UNIT	\$28.00	\$6,776.00	\$23.00	\$5,566.00		\$0.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	136	UNIT	\$39.00	\$5,304.00	\$22.00	\$2,992.00		\$0.00
3	SEEDING SPECIAL COMPLETE	1	L. SUM	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00		\$0.00
4	FURNISHED EXCAVATION	31	CU YD	\$35.00	\$1,085.00	\$30.00	\$930.00		\$0.00
5	STONE DUMPED RIPRAP, SPECIAL	12	TON	\$115.00	\$1,380.00	\$51.00	\$612.00		\$0.00
6	AGGREGATE SURFACE COURSE, TB 6"	49	SQ YD	\$27.00	\$1,323.00	\$9.00	\$441.00		\$0.00
7	PCC SIDEWALK 4"	585	SQ FT	\$8.50	\$4,972.50	\$13.00	\$7,605.00		\$0.00
8	PCC SIDEWALK RAMP 6"	180	SQ FT	\$20.00	\$3,600.00	\$28.00	\$5,040.00		\$0.00
9	DETECTABLE WARNINGS	42	SQ FT	\$47.00	\$1,974.00	\$70.00	\$2,940.00		\$0.00
10	CONCRETE MEDIAN SURFACE 4"	275	SQ FT	\$8.50	\$2,337.50	\$14.00	\$3,850.00		\$0.00
11	DRIVEWAY PAVEMENT SPECIAL	964	SQ YD	\$62.00	\$59,768.00	\$85.00	\$81,940.00		\$0.00
12	SIDEWALK REMOVAL	716	SQ FT	\$1.65	\$1,181.40	\$2.00	\$1,432.00		\$0.00
13	DRIVEWAY PAVEMENT REMOVAL	964	SQ YD	\$18.00	\$17,352.00	\$11.00	\$10,604.00		\$0.00
14	PAVEMENT PATCHING SPECIAL	925	SQ YD	\$93.00	\$86,025.00	\$123.00	\$113,775.00		\$0.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$75,000.00	\$75,000.00	\$7,500.00	\$7,500.00		\$0.00
16	WATERMAIN DIP P CL 350, 4"	9	LF	\$125.00	\$1,125.00	\$350.00	\$3,150.00		\$0.00
17	WATERMAIN DIP P CL 350, 8"	337	LF	\$110.00	\$37,070.00	\$150.00	\$50,550.00		\$0.00
18	WATERMAIN DIP P CL 350, 10"	1085	LF	\$115.00	\$124,775.00	\$95.00	\$103,075.00		\$0.00
19	WATERMAIN DIP P CL 350, 12"	990	LF	\$116.00	\$114,840.00	\$140.00	\$138,600.00		\$0.00
20	WATERMAIN DIP P CL 350, 16"	1728	LF	\$138.00	\$238,464.00	\$165.00	\$285,120.00		\$0.00
21	WATERMAIN DIP P CL 350, 16" (IN CASING)	158	LF	\$116.00	\$18,328.00	\$180.00	\$28,440.00		\$0.00
22	STEEL CASING PIPE, 30" DRILLED OR PUSHED	158	LF	\$435.00	\$68,730.00	\$570.00	\$90,060.00		\$0.00
23	FIRE HYDRANT ASSEMBLY COMPLETE	9	EACH	\$6,100.00	\$54,900.00	\$5,200.00	\$46,800.00		\$0.00
24	FIRE HYDRANT TO BE REMOVED	8	EACH	\$600.00	\$4,800.00	\$400.00	\$3,200.00		\$0.00
25	FIRE HYDRANT TO BE RELOCATED	1	EACH	\$2,500.00	\$2,500.00	\$1,285.00	\$1,285.00		\$0.00
26	TEMPORARY FIRE HYDRANT FOR TESTING	5	EACH	\$1,300.00	\$6,500.00	\$950.00	\$4,750.00		\$0.00
27	REMOVE EXISTING VALVE AND VAULT	5	EACH	\$925.00	\$4,625.00	\$800.00	\$4,000.00		\$0.00
28	VALVE BOX TO BE REMOVED	10	EACH	\$1,200.00	\$12,000.00	\$300.00	\$3,000.00		\$0.00
29	VALVE AND BOX 4"	1	EACH	\$1,400.00	\$1,400.00	\$1,300.00	\$1,300.00		\$0.00
30	DIMJ CAP, 4" TEMPORARY	1	EACH	\$325.00	\$325.00	\$200.00	\$200.00		\$0.00
31	VALVE AND BOX 8"	5	EACH	\$2,000.00	\$10,000.00	\$2,050.00	\$10,250.00		\$0.00

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32	BUTTERFLY VALVE 10" IN 5' DIA VAULT	2	EACH	\$5,800.00	\$11,600.00	\$5,200.00	\$10,400.00		\$0.00
33	BUTTERFLY VALVE 12" IN 5' DIA VAULT	2	EACH	\$5,950.00	\$11,900.00	\$5,900.00	\$11,800.00		\$0.00
34	BUTTERFLY VALVE 16" IN 5' DIA VAULT	8	EACH	\$6,700.00	\$53,600.00	\$8,300.00	\$66,400.00		\$0.00
35	VAULT INSTALLATION OVER EXISTING VALVE	1	EACH	\$3,650.00	\$3,650.00	\$4,700.00	\$4,700.00		\$0.00
36	DIMJ PLUG, 6"	5	EACH	\$360.00	\$1,800.00	\$170.00	\$850.00		\$0.00
37	90° BEND, 8"	2	EACH	\$585.00	\$1,170.00	\$440.00	\$880.00		\$0.00
38	45° BEND, 8"	12	EACH	\$545.00	\$6,540.00	\$400.00	\$4,800.00		\$0.00
39	22.5° BEND, 8"	1	EACH	\$545.00	\$545.00	\$400.00	\$400.00		\$0.00
40	8"X6" TEE	1	EACH	\$700.00	\$700.00	\$560.00	\$560.00		\$0.00
41	SOLID SLEEVE, 8"	3	EACH	\$510.00	\$1,530.00	\$780.00	\$2,340.00		\$0.00
42	DIMJ CAP, 8" TEMPORARY	2	EACH	\$425.00	\$850.00	\$265.00	\$530.00		\$0.00
43	8"X4" TEE	1	EACH	\$565.00	\$565.00	\$470.00	\$470.00		\$0.00
44	45° BEND, 10"	3	EACH	\$650.00	\$1,950.00	\$500.00	\$1,500.00		\$0.00
45	11.25° BEND, 10"	5	EACH	\$650.00	\$3,250.00	\$550.00	\$2,750.00		\$0.00
46	22.5° BEND, 10"	1	EACH	\$650.00	\$650.00	\$550.00	\$550.00		\$0.00
47	10"X6" TEE	3	EACH	\$850.00	\$2,550.00	\$800.00	\$2,400.00		\$0.00
48	12"X10" REDUCER	1	EACH	\$700.00	\$700.00	\$550.00	\$550.00		\$0.00
49	90° BEND, 12"	1	EACH	\$925.00	\$925.00	\$950.00	\$950.00		\$0.00
50	45° BEND, 12"	13	EACH	\$825.00	\$10,725.00	\$800.00	\$10,400.00		\$0.00
51	22.5° BEND, 12"	2	EACH	\$825.00	\$1,650.00	\$800.00	\$1,600.00		\$0.00
52	11.25° BEND, 12"	2	EACH	\$825.00	\$1,650.00	\$800.00	\$1,600.00		\$0.00
53	12"X8" REDUCER	1	EACH	\$625.00	\$625.00	\$600.00	\$600.00		\$0.00
54	SOLID SLEEVE, 12"	6	EACH	\$725.00	\$4,350.00	\$1,300.00	\$7,800.00		\$0.00
55	DIMJ CAP, 12"	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00		\$0.00
56	DIMJ CAP, 12" TEMPORARY	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00		\$0.00
57	12"X6" TEE	3	EACH	\$925.00	\$2,775.00	\$700.00	\$2,100.00		\$0.00
58	12"X8" TEE	2	EACH	\$965.00	\$1,930.00	\$700.00	\$1,400.00		\$0.00
59	12"X12" TEE	1	EACH	\$1,265.00	\$1,265.00	\$1,400.00	\$1,400.00		\$0.00
60	45° BEND, 16"	29	EACH	\$1,350.00	\$39,150.00	\$1,600.00	\$46,400.00		\$0.00
61	22.5° BEND, 16"	1	EACH	\$1,350.00	\$1,350.00	\$1,700.00	\$1,700.00		\$0.00
62	11.25° BEND, 16"	2	EACH	\$1,350.00	\$2,700.00	\$1,700.00	\$3,400.00		\$0.00
63	SOLID SLEEVE, 16"	2	EACH	\$1,275.00	\$2,550.00	\$2,000.00	\$4,000.00		\$0.00
64	16"X16" TEE	1	EACH	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00		\$0.00
65	16"X8" TEE	1	EACH	\$1,675.00	\$1,675.00	\$1,600.00	\$1,600.00		\$0.00

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66	16"X6" TEE	7	EACH	\$1,675.00	\$11,725.00	\$1,400.00	\$9,800.00		\$0.00
67	16"X2" TEE	5	EACH	\$1,875.00	\$9,375.00	\$1,500.00	\$7,500.00		\$0.00
68	16"X16" CROSS	3	EACH	\$3,925.00	\$11,775.00	\$4,300.00	\$12,900.00		\$0.00
69	16"X8" REDUCER	1	EACH	\$1,350.00	\$1,350.00	\$1,100.00	\$1,100.00		\$0.00
70	16"10" REDUCER	1	EACH	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00		\$0.00
71	16"X12" REDUCER	1	EACH	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00		\$0.00
72	DIMJ PLUG, 16"	2	EACH	\$800.00	\$1,600.00	\$900.00	\$1,800.00		\$0.00
73	DIMJ CAP, 16" TEMPORARY	1	EACH	\$800.00	\$800.00	\$1,050.00	\$1,050.00		\$0.00
74	STANDARD TEST CONNECTION, 1"	13	EACH	\$655.00	\$8,515.00	\$800.00	\$10,400.00		\$0.00
75	WATER MAIN ENCASEMENT	223	LF	\$118.00	\$26,314.00	\$130.00	\$28,990.00		\$0.00
76	WATER SERVICE CONNECTION (CORPORATION), 1"	16	EACH	\$300.00	\$4,800.00	\$900.00	\$14,400.00		\$0.00
77	CURB STOP AND BOX, 1"	16	EACH	\$600.00	\$9,600.00	\$850.00	\$13,600.00		\$0.00
78	COPPER WATER SERVICE PIPE, 1" (BORED)	165	LF	\$17.00	\$2,805.00	\$90.00	\$14,850.00		\$0.00
79	COPPER WATER SERVICE PIPE, 1"	173	LF	\$48.50	\$8,390.50	\$48.00	\$8,304.00		\$0.00
80	WATER SERVICE CONNECTION (CORPORATION), 1 1/4"	2	EACH	\$725.00	\$1,450.00	\$700.00	\$1,400.00		\$0.00
81	CURB STOP AND BOX, 1 1/4"	1	EACH	\$650.00	\$650.00	\$300.00	\$300.00		\$0.00
82	COPPER WATER SERVICE PIPE, 1 1/4"	34	LF	\$49.50	\$1,683.00	\$53.00	\$1,802.00		\$0.00
83	CURB STOP AND BOX, 2"	5	EACH	\$900.00	\$4,500.00	\$1,250.00	\$6,250.00		\$0.00
84	COPPER WATER SERVICE PIPE, 2" (BORED)	105	LF	\$32.00	\$3,360.00	\$100.00	\$10,500.00		\$0.00
85	COPPER WATER SERVICE PIPE, 2"	33	LF	\$68.50	\$2,260.50	\$58.00	\$1,914.00		\$0.00
86	RECONNECT SAMPLE STATION	1	EACH	\$2,850.00	\$2,850.00	\$2,300.00	\$2,300.00		\$0.00
87	TRENCH BACKFILL (WATER)	1108	CU YD	\$29.00	\$32,132.00	\$34.00	\$37,672.00		\$0.00
88	SAN. SEWER, 8" DIP P CL 350	157	LF	\$132.00	\$20,724.00	\$185.00	\$29,045.00		\$0.00
89	SAN. SEWER, 12" DIP P CL 350	263	LF	\$98.00	\$25,774.00	\$145.00	\$38,135.00		\$0.00
90	SAN. SEWER, 15" DIP P CL 350	154	LF	\$125.00	\$19,250.00	\$185.00	\$28,490.00		\$0.00
91	SAN. SEWER, 18" DIP P CL 350	30	LF	\$195.00	\$5,850.00	\$350.00	\$10,500.00		\$0.00
92	RCCP ENCASEMENT PIPE, 24"	20	LF	\$185.00	\$3,700.00	\$130.00	\$2,600.00		\$0.00
93	REMOVE MANHOLE SANITARY	8	EACH	\$900.00	\$7,200.00	\$400.00	\$3,200.00		\$0.00
94	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL	9	EACH	\$3,500.00	\$31,500.00	\$3,850.00	\$34,650.00		\$0.00
95	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL (BOLT DOWN)	7	EACH	\$3,600.00	\$25,200.00	\$3,900.00	\$27,300.00		\$0.00
96	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL	1	EACH	\$6,000.00	\$6,000.00	\$7,400.00	\$7,400.00		\$0.00
97	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL (BOLT DOWN)	1	EACH	\$6,300.00	\$6,300.00	\$6,600.00	\$6,600.00		\$0.00
98	MANHOLE TO BE ADJUSTED W/NEW FRAME & LID	1	EACH	\$900.00	\$900.00	\$930.00	\$930.00		\$0.00
99	SOLID SLEEVE, 8" (SANITARY)	1	EACH	\$800.00	\$800.00	\$440.00	\$440.00		\$0.00

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100	TRENCH BACKFILL (SANITARY)	139	CU YD	\$29.00	\$4,031.00	\$34.00	\$4,726.00		\$0.00
101	ABANDON AND FILL PIPE	177	CU YD	\$225.50	\$39,913.50	\$206.00	\$36,462.00		\$0.00
102	PIPE CULVERT, 15", WATER MAIN QUALITY	25	LF	\$77.00	\$1,925.00	\$110.00	\$2,750.00		\$0.00
	TOTALS				\$1,505,382.90		\$1,661,597.00		Incomplete Bid

**PROPERTY OWNERS CONSENT FORM
LIQUOR LICENSE
City of Moline**



Parcel Number: 08-3807-4

Property Owner Name: CITY OF MOLINE

Property Address: 3301 RIVER DRIVE/ BEN BUTTERWORTH PARKWAY

Billing Address: 619 16TH STREET, MOLINE IL 61265

As a nearby property owner, I/we DO NOT object to a CLASS A – RESTAURANT liquor license being issued for the property located at:

2900 RIVER DRIVE

Moline, IL 61265

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date