

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, May 5, 2015

Oath of Office

Oaths of Office for newly elected officials: First Ward Alderman Quentin Rodriguez, Third Ward Alderman Mike Wendt, Fifth Ward Alderman Lori Turner and Seventh Ward Alderman Sean Liddell.

Mayor's Board Appointments

Mayor's appointment of JoAnn Waldron to the Library Board to fill the expiring term of Lori Turner to expire May 30, 2018.

Mayor's appointment of Brandy Howe to the Plan Commission to fill the unexpired term of Mike Wendt to expire June 30, 2020.

Proclamation

A Proclamation from the Bi-State Motorcycle Awareness Council to declare May 2015, as "Motorcycle Awareness Month."

Questions on the Agenda

Agenda Items

- 1. Amendment to Chapter 5** (Kathy Carr, Finance Director)
- 2. 2015 Lining Program** (Scott Hinton, City Engineer)
- 3. Sidewalk Variance** (Maureen Riggs, City Attorney)
- 4. Other**
- 5. Public Comment**

Informational

Executive Session of March 24, 2015 (Maureen Riggs, City Attorney)

Explanation

- 1. An Ordinance amending Chapter 5, “AMUSEMENTS,” of the Moline Code of Ordinances, Article III, “OUTDOOR CARNIVALS AND CIRCUSES,” by repealing Section 5-3104 in its entirety and enacting in lieu thereof one new Section 5-3104 dealing with the same subject matter.** (Kathy Carr, Finance Director)

Explanation: In 2008, the City of Moline implemented an Outdoor Carnival/Circus License to regulate such outdoor exhibitions through licensing and background checks on any person wishing to hold an outdoor carnival or circus within the City. Per the licensing requirements, the personal information required for the background check is name and birth date. Pursuant to a pending application, City staff has reviewed the licensing procedure and contacted other area municipalities and found that none of them require background checks prior to issuing a license for a carnival or circus event. Staff therefore recommends revising the City’s licensing requirements by removing the background check requirement.

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

- 2. A Resolution authorizing the Mayor and City Clerk to execute a Contract with Hoerr Construction, Inc. for Project #1225, 2015 Lining Program, in the amount of \$117,088.** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on April 28, 2015, for Project #1225 with the following results:

\$117,088	Hoerr Construction, Inc.
\$132,427	Visu-Sewer of Illinois, LLC
\$134,900	SAK Construction, LLC

Hoerr Construction, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

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

ACCOUNT	BUDGETED	AS-BID	
WPC	70,000	\$92,964	320-1840-433.08-30
Storm	125,000	\$24,124	330-1971-433.08-35
	\$195,000	\$117,088	

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

- 3. A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 2100 69th Avenue, Moline.** (Maureen Riggs, City Attorney)

In 2013, the City Council denied a request for a sidewalk variance from the Holiday Inn Express located near the QC Airport. The project was finished last year, and the sidewalk was not installed as required. In February of this year, Shawn Christ, Land Development Manager for the City, issued a notice of violation and requested that the sidewalk be installed by May 15, 2015. Since the notice was issued, Holiday Inn Express representative Dan Huber requested that the matter be reviewed so as to ensure that all relevant information was considered by the Council. Additionally, a Resolution and recent correspondence from the QC Airport indicate that FAA approval is needed for the sidewalk and that the Airport Authority has concerns about pedestrian safety in that area. Dan Huber will be presenting this item on behalf of the Holiday Inn Express. Staff has no recommendation. Additional documentation attached.

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2015, between **HOERR CONSTRUCTION, INC.** of **1601 WEST LUTHY DRIVE, PEORIA, IL 61615**, 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 SEVENTEEN THOUSAND EIGHTY EIGHT AND 00/100 (\$117,088.00) 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 #1225, 2015 LINING 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 SEVENTEEN THOUSAND EIGHTY EIGHT AND 00/100 (\$117,088.00) 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:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

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 28, 2015 11:00 a.m.

Project: 1225 - 2015 Lining Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Hoerr Construction, Inc.		Visu-Sewer of Illinois, LLC		SAK Construction, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT
1	MH 08931 to MH 08941, 10"	228	LF	\$33.00	\$7,524.00	\$35.50	\$8,094.00	\$30.50	\$6,954.00
2	MH 01302 to MH 01301, 20"	355	LF	\$68.00	\$24,140.00	\$84.00	\$29,820.00	\$87.00	\$30,885.00
3	MH 04022 to MH 04020, 10"	361	LF	\$32.00	\$11,552.00	\$35.50	\$12,815.50	\$30.50	\$11,010.50
4	MH 095A11 to MH 09556, 12"	401	LF	\$33.00	\$13,233.00	\$32.50	\$13,032.50	\$38.00	\$15,238.00
5	MH 08129 to MH 08130, 8"	319	LF	\$31.00	\$9,889.00	\$29.00	\$9,251.00	\$27.50	\$8,772.50
6	MH 03314 to MH 03315, 8"	382	LF	\$31.00	\$11,842.00	\$29.00	\$11,078.00	\$27.50	\$10,505.00
7	REINSTATE SERVICES	26	EA	\$100.00	\$2,600.00	\$150.00	\$3,900.00	\$100.00	\$2,600.00
8	LATERAL CONNECTION CUTTING	4	EA	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$250.00	\$1,000.00
9	PROTRUDING LATERAL REMOVAL	1	EA	\$400.00	\$400.00	\$750.00	\$750.00	\$250.00	\$250.00
10	MH P071008 TO MH P071004, 24"	200	LF	\$74.00	\$14,800.00	\$103.00	\$20,600.00	\$113.00	\$22,600.00
11	MH P019037 TO MH P029042, 18"	126	LF	\$74.00	\$9,324.00	\$88.00	\$11,088.00	\$130.00	\$16,380.00
12	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
13	MH 06412 TO MH 06411, 8"	262	LF	\$32.00	\$8,384.00	\$29.00	\$7,598.00	\$27.50	\$7,205.00
	TOTAL				\$117,088.00		\$132,427.00		\$134,900.00

RESOLUTION OF ACKNOWLEDGEMENT OF EXERCISE OF
PARTICULAR LEASE PROVISIONS FOR GROUND LEASE BETWEEN AIRPORT AUTHORITY ("Lessor") AND
FRONTIER HOSPITALITY GROUP OF ILLINOIS, LLC ("Lessee")

WHEREAS, the Lessor and the Lessee have entered into a certain Ground Lease, as amended (the "Lease"), with the original effective date of August 1, 2012; and

WHEREAS, the Lessee has constructed a certain hotel flagged as Holiday Inn Express; and

WHEREAS, the Lease requires, *inter alia*, that the Lessee "comply with all ordinances, rules, and regulations of the City of Moline and the Metropolitan Airport Authority, now in effect or as may be amended, promulgated, or adopted, as they may apply to or affect the conduct of the business contemplated by this Lease and/or the safety and welfare of the public"; and

WHEREAS, the City of Moline ("City") has informed the Lessee that the City's ordinances require the installation of a sidewalk; and

WHEREAS, the Lessee has invoked its right under the Lease to contest such ordinance and the Lessor has cooperated with the Lessee's exercise of such right to the extent required under the Lease; and

WHEREAS, taking into account the possibility that the Lessee will be unsuccessful in its efforts relating to the sidewalk requirement, the Lessor has determined it to be necessary to submit to the Federal Aviation Administration ("FAA") certain documentation required under 14 Code of Federal Regulations, Part 77, pursuant to 49 USC, Section 44718 (commonly known as submittal of an "FAA Form 7460").

NOW, THEREFORE, be it resolved by the Board of Commissioners meeting in regular session on the 17th day of March, 2015, as follows:

1. The Board acknowledges the Lessee's exercise of the Lease provisions referred to in the recitals hereinabove stated.
2. The Board accepts the report of the Director of Aviation as to the Airport's intent to follow through in the submittal of documentation to the FAA, all as referred to in the recitals hereinabove stated.
3. The Board directs Airport staff to undertake the following: forward to the Chairman of the Airport Board of Commissioners all correspondence and other documentation relating to the above-described submittal to the FAA; and to otherwise keep the Chairman informed of any related findings or recommendations resulting from the process of maintaining compliance with FAA-related rules, regulations and grant assurances.

RESOLUTION presented to the Board of Commissioners on March 17, 2015; adoption moved by Commissioner ROBINSON, seconded by Commissioner LEIBOVITZ. Vote: Approved per minutes.

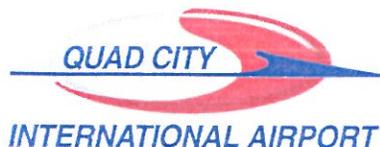
Date: 03/17/2015


Chairman, Board of Commissioners
Metropolitan Airport Authority of Rock Island
County, Illinois

Attest:

Bruce Carter

METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS



QUAD CITY INTERNATIONAL AIRPORT
P.O. BOX 9009
MOLINE, IL 61265-9009
309-764-9621 TEL
309-757-1515 FAX

March 31, 2015

Via email and regular mail

Ms. Maureen Riggs, City Attorney
City of Moline
619 16th Street
Moline, Illinois 61265

Re: City of Moline Notice of Violation (February 17, 2015) delivered to Frontier Hospitality Group (FHG/Holiday Inn Express/Ground Lease Tenant of Quad City International Airport) for enforcement of public sidewalk requirement at 2100 69th Avenue

Dear Ms. Riggs:

This letter is in response to your request for background to an Airport Board Resolution recently provided to you by the Airport's attorney, Roger Strandlund. The Resolution, adopted March 17, 2015, relates to the Airport's pedestrian-related plans in connection with the above-referenced property and adjacent properties near the 69th Avenue perimeter of the Airport. I understand your request for some background is connected to a request from Dan Huber (FHG CEO) that the City Council reconsider a sidewalk variance request.

This letter should confirm the following:

1. The Holiday Inn Express (HIE) property was annexed approximately two years ago; and the property is subject to the City's issuance of a Notice of Violation for HIE's failure to construct a sidewalk. It is my understanding Mr. Huber is in the process of investigating the design and permit requirements applicable to a new sidewalk within Illinois Department of Transportation (IDOT) right-of-way, all subject to his pending request to the City for reconsideration of a sidewalk variance.
2. The ground upon which the City is requiring a sidewalk is limited to the HIE leased premises; and the City has no sidewalk-related claim to other property within the "Airport Area". For the purpose of this letter, "Airport Area" is considered to be: property along 69th Avenue to the west of the HIE leased premises (unincorporated Rock Island County property); HIE leased premises; the Airport entry roadway (not annexed and not dedicated); and Hampton Inn property (annexed in 2013 to City of Moline, after site development -- with "grandfather status").

3. The Airport has previously honored its lease commitment to HIE by allowing the Airport to be named as the party-in-interest (as landowner) to Mr. Huber's variance request. Mr. Huber appeared at the March Airport Board meeting and formally presented the basis for the sidewalk variance. The practical and technical issues arising from Mr. Huber's presentation caused the Airport staff to initiate certain investigation and regulatory compliance activity.
4. The HIE sidewalk, when designed, will presumably be shown to dead-end within the boundaries of the HIE leased premises. *The Airport presently has no pedestrian-related plan to extend or build off either the western endpoint or the eastern endpoint. More specifically, no other sidewalk is being constructed in the "Airport Area".* The possibility of a dead-ended sidewalk within IDOT right-of-way has given rise to safety concerns on the part of the Airport. Concerns focus near the Airport entrance roadway and include the grade, sight-lines, crossing (if required by IDOT), signalization (if required by IDOT) and proximity to vehicular traffic at elevated speeds. It is expected that the Airport will learn more on these subjects, possibly from Mr. Huber looking into design and permit requirements or the pursuit of other agency compliance activities.
5. It should be noted that some of the facts listed in the paragraph immediately above (paragraph 4) were considered by the Airport staff when the Airport staff allowed Mr. Huber to identify the Airport as the party-in-interest to the original sidewalk variance request, all with the thought that the granting of a variance would best serve the public interest. The discussion at the last Airport Board meeting appeared to demonstrate continued support for the variance. It should be added that it is the Airport's understanding that Mr. Huber is willing to comply with certain City-imposed conditions typically attached to the granting of a variance; with the expectation that HIE (or its successors-in-interest) will maintain financial responsibility for the installation of a sidewalk at a later time when adjacent properties are developed.

The Airport continues to appreciate its relationship with the City and its continual dialogue and cooperation with the City in connection with new commercial development. I invite you to let me know if there is any additional information which might be helpful to the City's consideration of this matter.

Yours very truly,



Bruce E. Carter, AAE
Director of Aviation

