

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, October 20, 2015**

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### **Oath of Office**

Oath of office for regular commissioned appointment as a Firefighter/Paramedic to Anthony Brown effective October 6 2015.

### **Questions on the Agenda**

### **Agenda Items**

- 1. Chapter 8 Amendment** (Joe Mason, Building Official)
- 2. Solid Waste Grant** (Doug House, Municipal Services General Manager)
- 3. Development Agreement with Russell Construction** (Ray Forsythe, Planning & Development Director)
- 4. Channel Cat Agreement** (Maureen Riggs, City Attorney)
- 5. 12<sup>th</sup> Street Retaining Wall Contract** (Scott Hinton, City Engineer)
- 6. Other**
- 7. Public Comment**

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# Explanation

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1. **An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE,” by repealing said section in its entirety and enacting in lieu thereof one new Section 8-1401, entitled “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” dealing with the same subject matter; and by amending Section 8-1402, “MECHANICAL CONTRACTOR LICENSE,” by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b) dealing with the same subject matter; and by amending Section 8-6101 “AMENDMENTS TO MOLINE ELECTRICAL CODE – GENERAL,” by repealing subsection (e) in its entirety and enacting in lieu thereof one new subsection (e) dealing with the same subject matter.** (Joe Mason, Building Official)

**Explanation:** It is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents. The revisions to Sections 8-1401, 8-1402 and 8-6101 will add clarity to the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents. Specifically, the current ordinance discusses the issuance of licenses for electrical contractors. The City no longer issues such licenses, but rather, registers electrical contractors if they have passed certain tests. The current ordinance also is silent as to electrical contractors who are licensed in other states through state examinations. The revisions to the electrical contractor licensing section will better represent the actual procedure for electrical contractors to register with the City and will provide for the registration of electrical contractors licensed through state examinations. In addition, the revised ordinance will distinguish between a licensed electrician and an electrical contractor. This will provide clarity for residents and electrical contractors working in the City. There is also a clarification to the mechanical contractor ordinance to clarify that homeowners must have a licensed mechanical contractor in order to conduct gas pressure testing. As currently written in the ordinance, there is no such requirement. Finally, a revision is requested to clarify that Type NM and Type NMC cable is permitted in motel, hotel and assisted care living facilities, including type III, IV and type V construction.

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

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2. **A Resolution authorizing the Mayor and City Clerk to execute an application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program (FY16) in the amount of \$32,612.25 and authorizing City staff to do all things necessary to complete and submit said application.** (Doug House, Municipal Services General Manager)

**Explanation:** The Rock Island County Waste Management Agency awards grants to participating agencies based on their populations. The grants are to help with waste reduction and to facilitate and promote recycling. The Agency awards the grant using a formula of \$0.75 per resident; Moline’s maximum grant eligibility is calculated on a population of 43,483 for a maximum grant of \$32,612.25. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** \$32,612.25 has been budgeted for solid waste reduction.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City, Upgrade City Infrastructure & Facilities, A Great Place to Live

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**3. A Resolution authorizing the Mayor and City Clerk to execute a Development and Economic Incentive Agreement between the City of Moline and S.J. Russell, L.C.** (Ray Forsythe, Planning & Development Director)

**Explanation:** S.J. Russell, L.C. has a contract to purchase a now vacant property within the City of Moline located at 5320 22<sup>nd</sup> Avenue, Moline, Illinois (“property”), and is proposing to construct a 20,000-25,000 s.f. office building at the property. The City and S.J. Russell, L.C. agree that to permit S.J. Russell, L.C. to construct the Development Project, it is necessary that the City provide an incentive in the form of certain economic development assistance in accordance with the law and the terms of this Agreement. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City; A Great Place to Live

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**4. A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) for the MetroLINK Passenger Ferry Boat Terminal Project.** (Maureen Riggs, City Attorney)

**Explanation:** The City and MetroLINK wish to enter into an Intergovernmental Agreement to allow MetroLINK to lease a portion of City-owned property located at 3301 River Drive, Ben Butterworth Parkway, Parcel No. MO-3807-4, for the purpose of constructing and operating a passenger ferry boat terminal with a dock and an adjacent pedestrian walkway for the Channel Cat Water Taxi. MetroLINK’s obligations under the Agreement, including construction approvals and project improvement disposal approvals, are made expressly contingent upon the consent of IDOT and the FTA. MetroLINK will lease the property from the City for \$1.00 per year, and the term of the lease will be forty years with an option to renew upon renegotiation by the parties. Following Project construction, the City will be responsible for the routine maintenance of and snow removal from the pedestrian walkway and any portions of the bike path located on the Project property, as well as maintenance of any City trash receptacles located thereon, and MetroLINK will be responsible for all other maintenance and repairs to the Project property. Additional documentation attached.

**Staff Approval:** Approval  
**Fiscal Impact:** \$1.00 annual rent payable to the City by MetroLINK  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Upgrade City Infrastructure & Facilities

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**5. A Resolution authorizing the Mayor and City Clerk to execute a Contract with General Constructors, Inc. of the Quad Cities for Project #1194, 12th Street Retaining Wall Replacement, in the amount of \$521,538.10.** (Scott Hinton, City Engineer)

**Explanation:** Bids were opened and publicly read on October 13, 2015, for Project #1194, with the following results:

\$521,538.10	General Constructors, Inc. of the Quad Cities
\$591,109.23	Civil Constructors, Inc.
\$624,409.90	Centennial Contractors of the Quad Cities, Inc.
\$676,136.30	McCarthy Improvement Company
\$733,371.00	Valley Construction Company
\$754,573.50	Brandt Construction Company

Additionally, Alternate Bid pricing was received for \$50,000.00 to replace the decorative wrought iron railing on top of the wall and \$5,625.80 to add color to the concrete face of the wall. The Alternate Bid pricing is not included in the base bid totals above. If accepted, the Alternate Bid pricing would be an additional cost to the base bid. The Alternate Bid pricing was included in the bid solicitation due to the

Moline Historic Preservation Commission's request that the replacement wall retain the historic flavor and appearance of the existing wall. Additional documentation attached.

**Staff Recommendation:** Staff recommends approval of the base bid to the lowest responsive and responsible bidder. Staff has no recommendation on the Alternate Bid items and looks to Council for direction.

**Fiscal Impact:** \$525,000.00 is budgeted in account #510-9965-438.08-43. \$210,000.00 of this amount comes from a payment from the previous property owner.

**Public Notice/Recording:** N/A

**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

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# **RICWMA Guidelines for the Solid Waste Assistance Grant (SWAG) Program (FY 16)**

## **FUNDING ELIGIBILITY & LIMITED USE OF FUNDS**

Individual units of government, as members of the Rock Island County Waste Management Agency (RICWMA), are eligible to apply for a Solid Waste Assistance Grant (SWAG). **Grant funds must be used by the individual community to manage solid waste and recycling activities, to educate citizens on solid waste issues, or to address special solid waste needs in their jurisdiction.**

Expenditure of Grant funds must be consistent with and conform to the overall purpose and mission of RICWMA as follows:

*“To assist member governments to provide efficient solid waste management and education services in their community. To promote waste reduction efforts, recycling and/or reuse options, and responsible disposal of municipal solid waste materials, that are generated by residents, in order to protect the environment and public health, safety, and welfare from hazards that may result from uncontrolled and/or improper disposal of these materials.”*

## **GRANT APPLICATION & AWARD PROCESS**

RICWMA will inform its member communities at the beginning of each funding cycle with a Request for Applications (RFA). RICWMA will provide the community with a grant application form and will establish a deadline for submitting all applications for SWAG funding. Applications will then be reviewed by RICWMA staff for consistency with these guidelines and the above stated purpose and mission of RICWMA. The community will be notified of grant approval and will receive the allocated grant funds. **All grant funds must be expended within the allowed performance period for the current funding cycle. At the conclusion of the grant performance period, the member community must submit to RICWMA supporting documentation and a brief narrative that indicates how the funds were used.**

## **PROGRAM GUIDELINES**

- Only RICWMA member governments are eligible to apply for a SWAG Grant.
- Communities may only apply once per funding cycle for their established maximum funding limit. (see “Allowable Funding Limits” below)
- SWAG Funds must be used for solid waste management, recycling or educational related activities within the community. (The communities may make this determination within the above stated funding limitations, “the RICWMA purpose and mission”)
- Maximum funding limits are established for each community based on the corrected 2010 U.S. Census population data. (see “Allowable Funding Limits” below)
- Communities will receive the first half of their funds in October and the second half of the funds will be released in March. Communities can expend funds at anytime of the fiscal year regardless of when funds are received.
- Communities must expend all SWAG funds within the allotted time frames for each funding cycle. (The RICWMA fiscal year is July 1 to June 30, although the RICWMA Board may establish other funding cycles as needed)
- Only one End of Year report is needed and should include how both waves of funding were used.
- Upon completion of the performance period for the applicable funding cycle, communities must submit appropriate documentation and a brief narrative summary to RICWMA indicating how the SWAG funds

were used. (Examples of appropriate documentation may be copies of contracts, applicable invoices, canceled checks, etc.)

- Communities agree to be cooperative, responsive and timely in meeting all deadlines and in all communications/correspondence with RICWMA staff. (Failure to do so will be grounds for disqualification and could jeopardize future funding)

## ALLOWABLE SWAG FUNDING LIMITS

The SWAG Grant amounts are determined by the corrected 2010 Census populations for each member community. Due to fiscal constraints, the SWAG funds have been reduced. Communities with less than 1,000 citizens will be awarded a maximum of \$750. The grant amount for communities with more than 1,000 citizens is based on the community's population and will be awarded a maximum of \$0.75/capita. SWAG Grants will be awarded according to the following table:

Community	Population	Subsidy
Andalusia	1,178	\$ 883.50
Carbon Cliff	2,134	\$ 1,600.50
Coal Valley	3,743	\$ 2,807.25
Cordova	672	\$ 750.00
East Moline	21,302	\$ 15,976.50
Hampton	1,863	\$ 1,397.25
Milan	5,099	\$ 3,824.25
Moline	43,483	\$ 32,612.25
Port Byron	1,647	\$ 1,235.25
Rapids City	959	\$ 750.00
Rock Island	39,018	\$ 29,263.50
Rock Island County	17,511	\$ 13,133.25
Silvis	7,479	\$ 5,609.25

**ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY (RICWMA)**

**SOLID WASTE ASSISTANCE GRANT (SWAG)  
FY 16 APPLICATION**

**DUE: October 14, 2015**

**I. GENERAL COMMUNITY INFORMATION**

APPLICANT NAME (Entity): City of Moline

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 36-6005-999

BUSINESS STREET ADDRESS: 3635 4<sup>th</sup> Avenue P.O. BOX: 61265

CITY: Moline STATE: IL ZIP CODE: 61265

CHIEF ELECTED OFFICIAL: Scott Raes TITLE: Mayor

EXPIRATION DATE OF CURRENT TERM: April 30, 2017

**II. DESIGNATED CONTACT INFORMATION**

CONTACT PERSON: Doug House TITLE: General Manager

OFFICE PHONE: 309-524-2401 CELL PHONE: 309-269-5062

FAX: 309-524-2369 E-MAIL: dhouse@moline.il.us

**III. SPECIAL SWAG GRANT CONDITIONS**

IV. Units of Local Government, which are members of the Rock Island Waste Management Agency (RICWMA), may apply for a SWAG Grant once per funding cycle. Funding cycles are based on the RICWMA fiscal year, (July 1<sup>st</sup> through June 30<sup>th</sup>), or as authorized by the RICWMA Board.

V. SWAG Grants are restricted to and must be used for solid waste management and recycling related activities within the applicant jurisdiction. Communities with less than 1,000 citizens may request a maximum grant award of \$750 per funding cycle. Communities with more than 1,000 citizens may request a maximum grant award of \$0.75/capita per funding cycle, based on the corrected 2010 U.S. Census populations.

VI. All grant funds must be fully expended for the stated purpose given in this application. **The community is to expend all funds by the completion deadline of June 30, 2016 and to submit appropriate documentation to this affect to RICWMA no later than July 30, 2016.**

**VII. PROJECT INFORMATION**

COMMUNITY 2010 CENSUS POPULATION: 43483

MAXIMUM AMOUNT OF SWAG FUNDING REQUESTED: \$ 32612.25 (Whole Dollars Only)



**DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT**

**Between the CITY OF MOLINE**

**and**

**S.J. RUSSELL, L.C.**

This Development and Economic Incentive agreement ("Agreement") is executed this 14<sup>th</sup> day of October, 2015, by and between the City of Moline, Illinois, an Illinois municipal corporation (the "City"); and S.J. Russell, L.C., an Iowa Limited Liability Company, its successors and/or assigns (collectively "Developer").

**WITNESSETH:**

**WHEREAS**, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution. and;

**WHEREAS**, the City has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes; and

**WHEREAS**, S. J. Russell L.C., has a contract to purchase a now vacant property within the City of Moline located at 5320 22nd Avenue, Moline, IL, Rock Island County Parcel # 07-51; and

**WHEREAS**, Developer is the contract purchaser of the property and is intending to construct a 20,000–25,000 s.f. office building (the "Development Project") with an estimated project cost of Four Million Eight Hundred Thousand Dollars and 00/100 (\$4,800,000.00); and

**WHEREAS**, Developer has a lease with H & R Accounts, Inc. (also known as Avadyne Health) with a 10 year term with a 5 year option. H & R Accounts, Inc. currently employees 100 full time employees and is expected to add an additional 35–50 full time employees within the next five (5) years; and

**WHEREAS**, the City, recognizing the economic and other benefits derived therefrom by the City and its residents, seeks to assist Developer in its endeavors to own and develop the property; and

**WHEREAS**, the City and Developer agree that to permit the Developer to construct the Development Project, it is necessary that the City provide an incentive in the form of certain economic development assistance in accordance with the law and the terms of this Agreement; and

**NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**Section I. Incorporation of Recitals**

The representations and recitations set forth in the foregoing Preambles are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Section and said representations and recitations constitute the understandings of the City and the Developer.

**Section II. General Terms**

Developer after receipt of the promises and inducements contained herein agrees to develop the vacant property at 5320 22nd Avenue, Moline, IL, legally described in Exhibit A which is attached hereto and incorporated herein by reference ("Subject Property") with a 20,000–25,000 s.f. office building, parking to accommodate existing and future employees, landscaping, stormwater, and all other required improvements.

The parties hereto acknowledge, and Developer represents and warrants, that it requires economic assistance from the City in order to commence and complete the Development Project, and that, but for said economic assistance, the Development Project as contemplated would not be economically viable.

For purposes of this Agreement, the use of the terms "property tax" and "Moline Municipal property tax revenue" shall be construed to refer to that net portion of taxes imposed by Rock Island County for distribution to the City pursuant to the Illinois Property Tax Code (35 ILCS 200/1-1 *et seq.*). The Illinois Property Tax Code may be amended from time to time, which may affect the amount of taxes collected by the County and distributed to the City and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute that results or that may result in any material changes or amendments to the foregoing property tax provisions, which changes or amendments prohibit the City from complying with this Agreement or which materially adversely affect the City's ability to comply herewith, then the City and Developer shall re-evaluate this Agreement and the incentives provided hereunder and shall mutually use all reasonable efforts to restructure the Agreement in a manner which provides substantially the same economic benefits to Developer. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute that has materially affected the City's compliance herewith, then the Agreement shall automatically terminate releasing both parties from their obligations hereunder unless the parties mutually agree to extend such period. The use of the term "property tax" shall not be construed to mean any additional taxes imposed by the City as a home rule municipality.

For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to Developer and the Development Project.

In the event that all terms and conditions set forth in this Agreement are met by Developer, including the construction, site improvements and leasing to property tax-generating tenants on the property, the City hereby agrees to pay Developer certain rebates ("Incentive Payments") by yearly installments as follows, subject however to the following conditions and restrictions:

It is understood that each Incentive Payment will be due and payable based on the amount of property tax revenue received by the City as a result of the assessed value of the Subject Property, however, the City reserves the right to make the payment from the Planning & Development Department's General Fund, which could have several revenue sources. The City will not calculate the incentive payment until the entire property tax payment is received.

The initial payment year (hereinafter referred to as the "Initial Payment Year") shall commence once the Rock Island County Assessor has placed a full Equalized Assessed Value (EAV) on the improved property resulting from the Development Project. Each payment year thereafter shall be referred to herein as a "Subsequent Payment Year". An illustrative example of the payments called for under this paragraph is shown in the Estimated Increment Worksheet attached hereto and incorporated by reference herein as Exhibit B. The actual Incentive Rebate will be calculated based on the Actual Assessed Value as established by the Rock Island County Assessor. The parties agree that the figures shown in Exhibit B are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

The Developer shall be entitled to Incentive Payments equal to one-hundred percent (100%) of the Moline Municipal property tax revenue from the Development Project for years 1-3; and

The Developer shall be entitled to Incentive Payments equal to seventy-five percent (75%) of the Moline Municipal property tax revenue from the Development Project for years 4-6; and

The Developer shall be entitled to Incentive Payments equal to fifty percent (50%) of the Moline Municipal property tax revenue from the Development Project for years 7-9; and

The Developer shall be entitled to Incentive Payment in year 10 equal to the difference between the maximum incentive payment of \$196,920.97 and the total amount paid in years 1-9; and

There will be no new incentives offered by the City on any real estate described in Exhibit A as long as this Agreement is in place and Incentive Payments are still being paid hereunder.

The Incentive Payments shall be computed at the close of each Payment Year by the City as provided herein. The City will make yearly payments to Developer within thirty (30) days after it receives from the Rock Island County Treasurer the Moline Municipal property tax revenue

generated by the Equalized Assessed Value established on the Development Project for the respective Payment Year.

### **Section III. Construction and Site Improvements**

Developer has submitted a construction schedule as depicted in Exhibit C and preliminary schematics and site plan as depicted in Exhibit D. Developer shall submit final plans for the construction of the Development Project on or before November 30, 2015, and shall not cause or permit the existence of any material violation of City ordinances, including but not limited to the City's building code, subdivision, zoning ordinances, fire code and any and all rules and regulations thereunder. Developer shall have completed exterior construction of the Development Project, including landscaping, streetscaping, stormwater retention and exterior building improvements, and shall have obtained the initial Certificate of Occupancy on or before August 1, 2016. If the conditions of this Section are not met as to material violations and continue to be unmet for a period of thirty (30) days after Developer's receipt of the City's notice thereof, the Agreement may be declared null, void and of no legal effect by the City upon notice to Developer or payment of the Incentive Payments may be deferred until the conditions are met, at the City's sole discretion; provided, however, that the thirty (30) day cure period herein shall be extended as reasonably necessary to complete the cure so long as the cure is promptly commenced during the initial thirty (30) day period. is diligently prosecuted to conclusion and the cure is not one which could reasonably be commenced and completed within thirty (30) days. If the conditions of this Section are not met due to circumstances beyond Developer's reasonable control such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes or lockouts (collectively the "force majeure conditions"), and said force majeure condition exists for more than seven days, the Developer shall give the City immediate written notice of such condition. Performance under the Agreement shall then be suspended by both parties for the duration of the force majeure condition and performance shall be resumed by the parties once the force majeure condition ceases. For purposes of this section, if a force majeure condition occurs prior to September 1, 2016, the deadline of September 1, 2016, shall be extended for the same number of days that the force majeure condition existed.

To the best of the Developer's knowledge, the Development 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 and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Building Official and Fire Chief.

### **Section IV. Limitation of Actions**

No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the City, its officers, agents and employees, in excess of any specific sum agreed by the City to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the City, its officers, agents and employees in

excess of such amounts, and all and any such rights or claims of Developer against the City, its officers, directors, agents and employees in excess of such amounts are hereby expressly waived and released as a condition and as consideration for the execution of this Agreement by the City.

#### **Section V. Assignment**

Developer shall not assign this Agreement to any person or entity without the prior written consent of the City, said consent not to be unreasonably withheld, conditioned or delayed; it being further expressly understood that the City Administrator is hereby authorized to provide such consent without the necessity of further action by the City Council. No such assignment shall be effective, even if consented to by the City, unless and until the Assignee acknowledges in writing to the City that the obligations of the City to Developer or any Assignee hereunder are contingent upon obligations on the part of Developer which such Assignee is willing to assume.

Notwithstanding any such assignments and/or assumption of responsibility, Developer shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement unless such Assignee assumes in writing all of the agreements, covenants and obligations of Developer.

#### **Section VI. Indemnification**

In the event that any third party or parties institutes any legal proceedings against the City and/or Developer, which relate to the terms of this Agreement, then, in that event, Developer shall indemnify and hold harmless the City from any and all such proceedings. Further, Developer, upon receiving notice from the City of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto: provided, however, that Developer may not at any time settle or compromise such proceedings without the City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the City, nor any liability on the part of the City, monetary or otherwise.

If the City, in its sole exercise of discretion, determines that there is, or may probably be, a conflict of interest between the City and Developer on an issue of material importance to the City, or which may reasonably have a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. Except in regard to a dispute between the City and Developer regarding this Agreement, in the event that the City exercises such option, then Developer shall reimburse the City from time to time on written demand from the City and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney's fees, witnesses' fees and/or other litigation expenses incurred by the City in connection therewith.

The City makes no representations or warranties as to whether or not the Illinois Prevailing

Wage Act applies to this Development Project. Payment of Prevailing Wage and compliance with the 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.

### **Section VII. Breach**

In the event of breach of any of the material terms and conditions of the Agreement and the continuance of such breach without cure of the breach for a period of 30 days after the breaching party's receipt of the non-breaching party's notice thereof, the non-breaching party shall have the right to terminate this Agreement; in the event the breaching party cures the breach during the 30 day cure period, the breach shall have no adverse consequences to the breaching party. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages or failure of performance, or both, except that the exclusive remedy for the failure to meet the Section II commitment is the payment of the scheduled reimbursements as set forth in Section II. The foregoing rights and remedies shall be cumulative and exclusive.

### **Section VIII. Amendments**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

### **Section IX. Time**

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

### **Section X. Notices**

Any notices required in this Agreement shall be effective when in writing and three (3) business days after mailing by certified mail return receipt requested, or upon hand-delivery of the same in the same manner of service of a summons and complaint under the laws of the State of Illinois in person or to an officer of such party addressed to the party to be notified, as follows:

Copy to the City:  
Lew Steinbrecher, City Administrator

City of Moline  
619 16th Street  
Moline, IL 61265

With a copy to:  
Maureen Riggs, City Attorney  
City of Moline  
619 16th Street  
Moline, IL 61265

And with a copy to:  
Ray Forsythe, Planning & Development Director  
City of Moline  
619 16th Street  
Moline, IL 61265

Copy to Developer:  
James Vernon Russell  
c/o S.J. Russell, L.C.  
4600 E. 53<sup>rd</sup> Street  
Davenport, IA 52807

With a copy to:  
Jennifer Belby, General Counsel for S.J. Russell, L.C.  
c/o S.J. Russell, L.C.  
4600 E. 53<sup>rd</sup> Street  
Davenport, IA 52807

#### **Section XI. Exhibits**

Exhibits attached herein are hereby incorporated in and made a part of this Agreement.

#### **Section XII. Jurisdiction**

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the appropriate state or federal court located within the County of Rock Island in the State of Illinois.

#### **Section XIII. Waiver**

A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

#### **Section XIV. Authorization to Execute**

The party who has executed this Agreement on behalf of Developer hereby warrants that he/she has been lawfully authorized by Developer to execute this Agreement on behalf of Developer.

The party who has executed this Agreement on behalf of City hereby warrants that he/she has been lawfully authorized by City to execute this Agreement on behalf of City.

**WITNESS** their hands and seals the day and year first above written.

**THE CITY OF MOLINE, ILLINOIS**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Raes, Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

**S. J. RUSSELL, L.C., AN IOWA LIMITED LIABILITY COMPANY**

DATED: \_\_\_\_\_ 14 Oct 15

By: \_\_\_\_\_  
James Vernon Russell, Manager

**EXHIBIT A  
LEGAL DESCRIPTION**

That certain tract of parcel of land situated in the East Half of the Southwest Quarter (SW ¼) of Section Number Two (2) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at a stone at the Southeast corner of the Southwest Quarter of said Section Number Two (2) thence running West along the South line of said Southwest Quarter 563.8 feet to an iron stake; thence running North 2016.72 feet to the center of Colona Road for a place of beginning being the Northeast Corner of the tract hereby conveyed, thence running in a Southwesterly direction along the center of Colona Road 244.5 feet; thence running South 563.28 feet to an iron stake; thence running East 233.4 feet, thence running North 634.1 feet to the place of beginning excepting and reserving a right of way over the East Ten (10) feet thereof, also excepting so much dedicated for road purposes conveyed by deed recorded in Book 210 of Deeds, page 237 No. 218557 in the Office of the Recorder of Deeds in and for Rock Island County, Illinois, and subject to the rights of the Public in the South Half of said Colona Road, situated in Rock Island County, in the State of Illinois,

EXCEPT that part dedicated to the People of the State of Illinois shown in Dedication of Right of Way for a Freeway filed December 5, 1956 as Document No. 505252 in book 508 at Page 250 and described as follows:

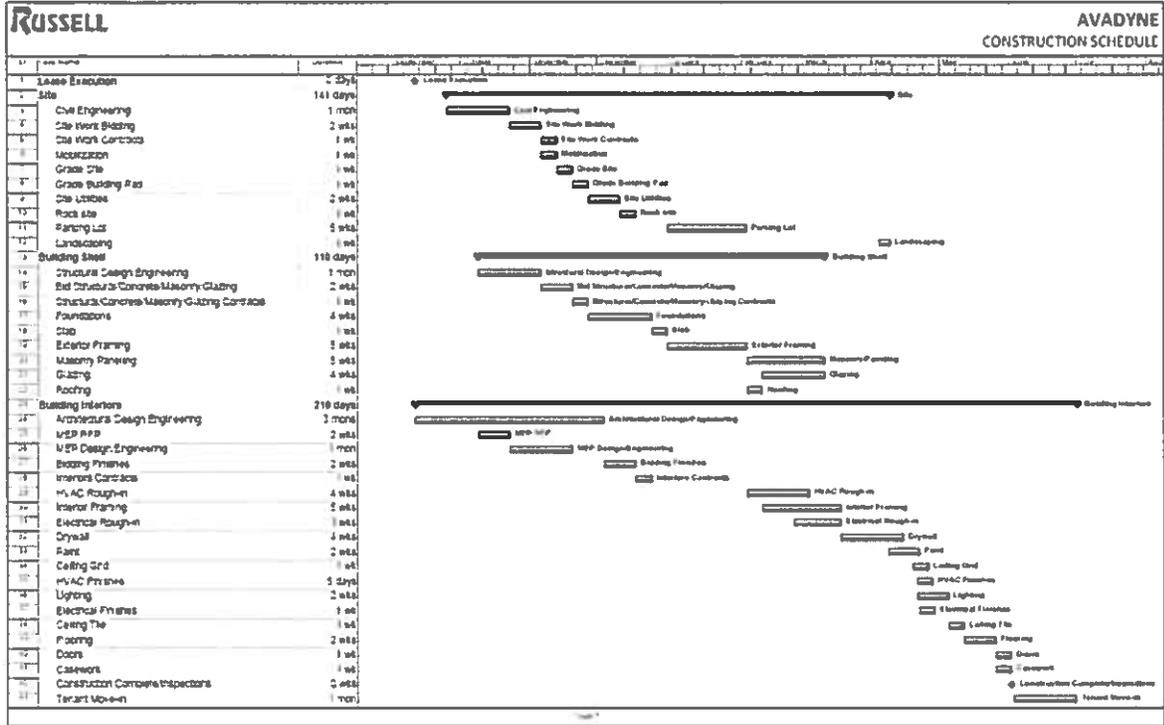
A tract of land in the E ½ of the SW ¼ of Section 2, T17N, R1W of the 4<sup>th</sup> P.M. lying between the present northerly-right of way line of a highway designated State Bond Issue Route 80 and a new right of way line for said Route 80 which line is northerly of, seventy five (75) feet perpendicularly distant from and parallel with the survey line for said Route 80 and extends between two property lines which, extended, intersect said survey line at Station 3575+76 and 3578+00.

Said survey line is divided into stations one hundred (100) feet in length numbered in increasing numerical order toward the west and is fixed by and may be retraced from references and data shown on the attached plat, containing 0.18 acres, more or less.

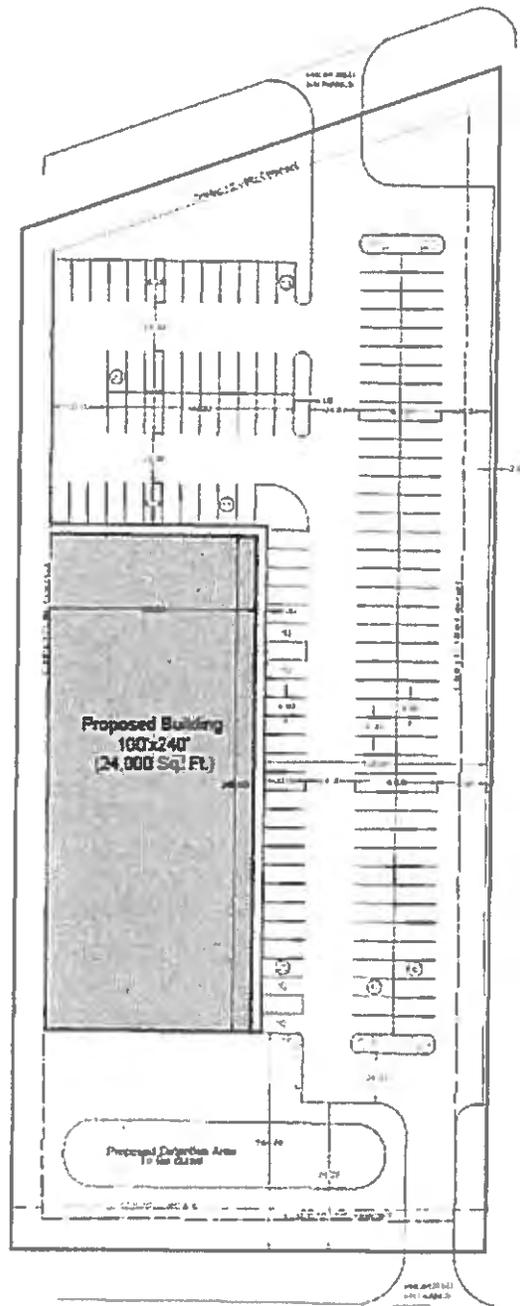
## EXHIBIT B ESTIMATED INCREMENT WORKSHEET

ESTIMATED INCREMENT WORKSHEET								
5320 22nd Avenue/Russell Construction 9/18/2015								
Total Project Cost		\$	4,800,000					
EAV Estimate at Completion		\$	9,840,000		Fair Market Value (75% of project cost)			
		\$	720,000		Rebate Amount			
#	Address	Total Fair Market Value (FMV)	EAV (2014)	"base" EAV (2010)	New EAV	Project Increment	2015 Tax Rate 2.0638	Development Increment
07 51	5320 22nd Avenue	\$ 9,840,000	\$ -	\$ 59,368	\$ 1,280,000	\$ 1,220,632	2.0638	\$ 25,191
		\$ 9,840,000	\$ -	\$ 59,368	\$ 1,280,000	\$ 1,220,632	2.0638	\$ 25,191
<b>REBATE ESTIMATE WITH REVISED SCHEDULE</b>								
No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Incentive Rebate	% Dev'r. PTX Rebate	General Fund	% City	
1	2017	2018	\$25,191.40	\$25,191.40	100%	\$0.00	0%	
2	2018	2019	\$25,695.23	\$25,695.23	100%	\$0.00	0%	
3	2019	2020	\$26,209.14	\$26,209.14	100%	\$0.00	0%	
4	2020	2021	\$26,733.32	\$20,049.99	75%	\$6,683.33	25%	
5	2021	2022	\$27,267.98	\$20,450.99	75%	\$6,817.00	25%	
6	2022	2023	\$27,813.34	\$20,850.01	75%	\$6,953.33	25%	
7	2023	2024	\$28,369.61	\$14,184.81	50%	\$14,184.81	50%	
8	2024	2025	\$28,937.00	\$14,468.50	50%	\$14,468.50	50%	
9	2025	2026	\$29,515.74	\$14,757.87	50%	\$14,757.87	50%	
10	2026	2027	\$30,106.06	\$15,053.03	50%	\$15,053.03	50%	
<b>Total</b>			<b>\$275,838.84</b>	<b>\$196,920.97</b>		<b>\$78,917.87</b>		

# EXHIBIT C PROJECT SCHEDULE



**EXHIBIT D**  
**PROJECT SCHEMATICS/SITE PLAN**



## INTERGOVERNMENTAL AGREEMENT

The agreement is made as of the 1st of September, 2015, by and between

CITY OF MOLINE, ILLINOIS,  
An Illinois municipal corporation,  
("CITY")

And

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT  
An Illinois municipal corporation  
("MetroLINK")

And in consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

### RECITALS

WHEREAS, the CITY is the owner of real estate property legally described in Exhibit A, located in area of said CITY hereinafter described as the MetroLINK Passenger Ferry Boat Terminal or Property; and

WHEREAS MetroLINK wishes to lease said Property from CITY for the purposes of constructing and operating a ferry boat terminal that includes a dock with passenger amenities and an adjacent pedestrian bridge; and

WHEREAS, the CITY is agreeable to leasing said Property to MetroLINK under certain terms and conditions hereinafter set forth; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly, in order to implement Article VI, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.); and

WHEREAS, the CITY wishes to participate in this Intergovernmental Agreement (sometimes referred to herein as the "Lease") for the following public purposes, which purposes shall include, without limitation, the development of the community and the CITY's general business base, the general public benefit, including the improvement of the health, safety and welfare of CITY and its residents; and

WHEREAS, the action of the CITY herein is intended to provide an impetus to economic development and continue promotion of its riverfront, and to provide improvements to the efficiency, safety and security of the community's public transit services; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the CITY and its residents.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, the CITY and MetroLINK do hereby agree as follows:

## SECTION 1. BASIC TERMS

1.1 Property to be leased. The CITY does hereby lease to MetroLINK the following described real estate to be used as a Ferry Boat Terminal:

See Exhibit A attached hereto and incorporated herewith and referred to in this Agreement as "the Property."

1.2 Rent. MetroLINK agrees to lease said property heretofore described and to pay as consideration therefore, the sum of One Dollar (\$1.00) each year.

1.3 Term and Options for Renewal. The base term for this Lease shall be for a term of forty (40) years commencing on the date of execution hereof. An extension of the original term, if any, shall be at the discretion of the City and MetroLINK on terms negotiated between the parties.

## SECTION 2. IDOT AND FTA APPROVALS

2.1 Approval of this Agreement. The obligations of MetroLINK under this Agreement are made expressly contingent upon the consent of the Illinois Department of Transportation ("IDOT") and the Federal Transit Administration ("FTA").

2.2 Construction Approvals. It is understood between the parties that any construction to be undertaken by MetroLINK must be approved by IDOT and FTA. Prior to approval by IDOT and FTA, MetroLINK agrees to submit the design plans and specifications for the proposed Ferry Boat Terminal to the CITY for approval.

2.3 Disposal of Property Approvals. It is understood between the parties that any disposal of the improvements funded with Federal or State assistance as part of this project are subject to prior Federal Transit Administration (FTA) and State of Illinois Department of Transportation (IDOT) approval. Disposal of such improvements will comply with FTA's disposition requirements including calculating the fair market value of project improvements.

### SECTION 3. CONDITIONS AND RESPONSIBILITIES ON USE

3.1 Maintenance. The CITY shall be responsible for routine maintenance and snow removal of the pedestrian walkway to be constructed as part of this Ferry Boat Terminal Project as well as any City trash receptacles and any portions of the bike path located on the Property. MetroLINK shall be responsible for all other maintenance and repairs of the Property that are outside of the CITY's responsibilities.

3.2 Off Season Access Restricted. The Ferry Boat Terminal shall be closed and locked during the off season and when hazardous conditions exist, as determined by the City, unless prior approval for MetroLINK's use is granted by the City.

3.3 Signs. MetroLINK shall not construct, erect, maintain or permit any sign, banner or flag upon the Ferry Boat Terminal without the prior written approval of City. All signs must be in conformance with the City's Sign Code. No signs shall be attached to or painted on any structure or building without the express written consent of City.

### SECTION 4. INSURANCE AND INDEMNIFICATION.

4.1 Indemnification by MetroLINK. To the fullest extent permitted by law, MetroLINK, at its sole cost and expense, shall defend, indemnify, and hold harmless the City, its officers, agents and employees from and against all claims, liabilities, causes of action, suits, losses, damages, and expenses (including attorney's fees and costs of investigation and litigation) based upon or arising out of the performance of this Agreement by MetroLINK, the business or operations conducted by MetroLINK on the Property, or (without limiting the foregoing) any act or omission of MetroLINK, its officers, employees, contractors, or agents and to the extent feasible those of MetroLINK's guests, invitees, licensees, passengers, suppliers, and furnishers of service for or related to all aspects of providing passenger ferry boat service, including any claims arising from the movement of passengers, invitees, and licensees to and from MetroLINK's vessels. This indemnification obligation shall not apply to any claims arising from the negligence or willful misconduct of the City, its officers, agents and employees. The foregoing express obligation indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under another provision of insurance undertaken in accordance with Section 4.2 of this Agreement. The City shall give MetroLINK reasonable notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. MetroLINK shall have the right to compromise and defend the same to the extent of its own interest. This section shall survive the termination of this Agreement.

4.2 Insurance Requirements. MetroLINK shall, at its own expense, maintain at all times the following insurance:

(a) Workers' Compensation and Employer's Liability insurance in the amounts required by law. The service herein is to be performed in or near navigable water docks, piers, and waterfronts of the United States; therefore, endorsements shall be provided by MetroLINK's

Workmen's Compensation policy, compensation in respect to disability or death of any employee under the United States Longshoremen's and Harbor Workers' Compensation Act if recovery for such disability or death through Workmen's Compensation proceedings may not validly be provided by the state law. Said policies shall be primary and noncontributory, and MetroLINK shall provide a waiver of subrogation in favor of the City.

(b) Commercial general liability insurance with extension for Dock, Pier, and Gangway liability insuring both MetroLINK and the City against all claims, suits, obligations, liabilities, and damages, including attorneys' fees, based upon arising out of actual or alleged bodily injuries, wrongful death, and property damage which may be claimed to have occurred on or about MetroLINK's Vessel(s), the Property, or any docking facility in the Mississippi River used in connection with providing water shuttle service in accordance with this Agreement or from the movement of passengers to and from MetroLINK's Vessel(s), or otherwise relating to MetroLINK's performance and activities under this Agreement. These policies shall be endorsed specifically to recognize and insure the indemnification provision appearing in Section 8.1 of this Agreement. Said policies shall be primary and noncontributory, and MetroLINK shall provide a waiver of subrogation in favor of the City.

4.3 Form of Insurance. Each policy of insurance required herein shall be in a form and with a company satisfactory to the City. Prior to the exercise of any rights granted herein, MetroLINK shall furnish to the City certificates from each insurance company issuing such insurance coverage that the same is in full force and effect, all premiums have been paid, and same will not be canceled except upon thirty (30) days prior written notice to the City. The City shall be named as an additional insured on the commercial general liability policies, as the interest of the City may appear, and these policies and the Workers' Compensation, Employer's Liability, and Environmental insurance shall be in effect and maintained during the term of the Agreement. MetroLINK acknowledges that the insurance types and limits established at the commencement date of this Agreement may become inadequate, and MetroLINK agrees that it will increase such coverage limits to commercially reasonable levels available at prevailing premium rates as the City may reasonably require.

4.4 Failure to Procure and Maintain Insurance. If MetroLINK fails to procure or maintain the insurance required by this Section in full force and effect, this Agreement may be terminated immediately by City and be of no further force or effect. In addition, if MetroLINK fails to procure or maintain the insurance required by this Section, MetroLINK shall cease and desist from using the Property and the improvements erected thereon during any period in which such insurance policies are not in full force and effect.

## SECTION 5. TERMINATION.

5.1 Breach or Violation of this Agreement. If any of the terms and provisions of this Agreement are violated, then the non-defaulting party shall provide notice of default to the defaulting party. If such default cannot be cured within a sixty (60) day period, such sixty (60) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting party 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 and then this Agreement shall be subject to termination by the City or MetroLINK as the case may be. The party electing to terminate shall promptly notify the other party in writing..

5.2 Termination by Mutual Consent. Notwithstanding any provision herein to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended in writing by mutual consent of City and MetroLINK.

5.3 Surrender Of Premises At Expiration Or Termination Of Lease. At the expiration or early termination of this Agreement, MetroLINK shall peaceably and quietly leave, surrender, and yield up to City the Property together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

SECTION 6. Assignment. The parties agree that the City may, in its sole discretion, transfer, convey, or assign any or all rights or obligations under this Agreement. MetroLINK shall not transfer, convey or assign its obligations herein without the prior written approval of the City, which may be withheld at its sole discretion. Any attempted transaction in violation of the provisions hereof shall be null and void and considered a breach of this Agreement. After any assignment, MetroLINK shall remain liable for performance of this Agreement, in the first instance, to the extent that MetroLINK retains rights and duties under the terms of such assignment and, in any event, MetroLINK shall guaranty the performance of its assignee.

SECTION 7. Binding on Parties and Successors. This Agreement and each and every one of the terms and provisions thereof, shall be for the benefit of and be binding upon the parties hereto and each of them and their respective successors and assigns.

SECTION 8. Entire Agreement. This Agreement constitutes the sole agreement of the parties hereto and all prior negotiations or correspondence shall be deemed merged into this Agreement; and the terms of this Agreement and attachments, if any, shall govern the rights of the parties exclusively.

SECTION 9. Modification in Writing. This Agreement shall not be modified or changed in any manner unless the same be reduced to writing and signed by all parties, setting forth the modifications and changes.

SECTION 10. Venue. This Agreement is made and entered into in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

SECTION 11. Notices. All notices required to be given to the City shall be in writing and shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

City of Moline  
619 16<sup>th</sup> Street  
Moline, Illinois 61265

Attention: Maureen E. Riggs, City Attorney  
or to such other address as the City may in writing substitute therefor by notice to MetroLINK.

All notices required to be given to MetroLINK shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

Jeffrey A. Nelson  
MetroLINK  
1515 River Drive  
Moline, Illinois 61265

With a copy to:

Roger L. Strandlund  
Califf & Harper, P.C.  
600 First Midwest Bank Building  
506 – 15<sup>th</sup> Street  
Moline, Illinois 61266

or to such other address as MetroLINK may in writing substitute therefor by notice to the City.

SECTION 12. Non-Discrimination. MetroLINK agrees that neither its ferry boat passenger service described herein nor any portion thereof shall be operated in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin, and that its operations shall be in compliance with all applicable laws, ordinances, and regulations relating to discrimination and affirmative action.

SECTION 13. Waiver of Claim for Lost Profits. MetroLINK hereby waives any claim against the City and its officers, agents, or employees for loss of anticipated profits or any other consequential damages caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or arising out of this Agreement or any part thereof, or by any judgment or aware of any suit or proceedings declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 14. Hazardous Waste Representation and Disclosure. MetroLINK shall not generate, store, handle, or dispose of any fuel, oil or any hazardous waste, hazardous materials, or hazardous substances in, on, about, or from the Property in any manner contrary to federal,

state, or local environmental laws and regulations. MetroLINK is, to the best of its knowledge, not aware of the generation, storage, handling, or disposal of any such substance in, on, about, or from the Property by any person or entity, and agrees to notify the City promptly in the event that it becomes aware of any such improper generation, storage, handling, or disposal. MetroLINK shall not use the Property as a fueling location for the ferry boats or any other vessel.

SECTION 15. No Personal Liability. No member, director, or officer or employee of the City shall be charged personally or held contractually liable under any term or provision under this Agreement because of any breach thereof, or because of the execution or attempted execution of this Agreement.

SECTION 16. Limitations on Damages. The City shall never be liable to MetroLINK for any loss of business or any indirect, incidental, special, consequential, or exemplary damages or lost profits.

SECTION 17. Mechanic's Liens. MetroLINK agrees to immediately discharge either by payment or by the filing of the necessary bond, or otherwise, any mechanics' or other liens which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for MetroLINK on the Property.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,  
An Illinois Municipal Corporation

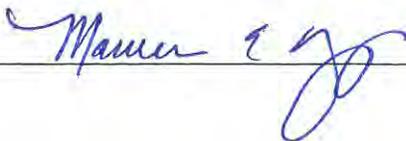
By:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT,  
An Illinois Municipal Corporation

By:

Attest:

Lawrence W. Lorenson

[Signature]

Approved as to Form:

Robt L Standup

**Exhibit A**

**CHANNEL CAT FERRYBOAT TERMINAL**

PART OF MOLINE TOWNSHIP PARCEL NUMBER 3807-4; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE, EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL, A APPROXIMATE DISTANCE OF 660 FEET; THENCE, NORTHERLY AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE NORTHERLY EDGE OF AN EXISTING RECREATIONAL TRAIL AND THE POINT OF BEGINNING; THENCE, SOUTHWESTERLY, ALONG THE NORTHERLY EDGE OF SAID TRAIL, A DISTANCE OF 130 FEET, MORE OR LESS; THENCE, SOUTHERLY AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 12 FEET, MORE OR LESS, TO THE SOUTHERLY EDGE OF SAID TRAIL; THENCE, ALONG THE SOUTHERLY EDGE OF SAID TRAIL, A DISTANCE OF 200 FEET, MORE OR LESS TO A POINT WHICH IS APPROXIMATELY 25 FEET WEST OF THE WESTERLY ABUTMENT OF A PEDESTRIAN BRIDGE; THENCE, NORTHERLY AND AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 12 FEET, MORE OR LESS, TO THE NORTHERLY EDGE OF SAID TRAIL; THENCE, ALONG SAID NORTHERLY EDGE, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE WATER'S EDGE OF A FORMER BOAT RAMP ACCESS AREA AND INLET OF THE MISSISSIPPI RIVER; THENCE, NORTHERLY AND EASTERLY ALONG SAID WATER'S EDGE, A DISTANCE OF 65 FEET, MORE OR LESS TO THE SOUTH BANK OF THE MISSISSIPPI RIVER; THENCE, ALONG SAID SOUTH BANK, A DISTANCE OF 160 FEET, MORE OR LESS; THENCE, SOUTHERLY A DISTANCE OF 25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS 7,600 SQUARE FEET, MORE OR LESS.

# **CITY OF MOLINE CONTRACT**

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015, between **GENERAL CONSTRUCTORS, INC. OF THE QUAD CITIES** of **480 42<sup>ND</sup> STREET, BETTENDORF, IA 52722**, 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 **FIVE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED THIRTY EIGHT AND 10/100 (\$521,538.10) 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 #1194, 12<sup>TH</sup> STREET RETAINING WALL REPLACEMENT** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 **FIVE HUNDRED TWENTY ONE**

**THOUSAND FIVE HUNDRED THIRTY EIGHT AND 10/100 (\$521,538.10) 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**

Project: 1194 - 12th Street Retaining Wall

Bid Date and Time: October 13, 2015 11:00 a.m.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	General Constructors, Inc. of the Quad Cities		Civil Constructors, Inc.		Centennial Contractors of the Quad Cities, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	20	CU YD	\$45.00	\$900.00	\$95.00	\$1,900.00	\$54.00	\$1,080.00
2	FURNISHED EXCAVATION	20	CU YD	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$35.00	\$700.00
3	POROUS GRANULAR EMBANKMENT	359	TON	\$35.00	\$12,565.00	\$46.50	\$16,693.50	\$35.00	\$12,565.00
4	EROSION CONTROL BLANKET	240	SQ YD	\$5.00	\$1,200.00	\$5.50	\$1,320.00	\$3.50	\$840.00
5	TURF REINFORCEMENT MAT	115	SQ YD	\$10.00	\$1,150.00	\$20.00	\$2,300.00	\$12.00	\$1,380.00
6	STONE RIPRAP, CLASS A3	57	TON	\$65.00	\$3,705.00	\$115.00	\$6,555.00	\$70.00	\$3,990.00
7	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	11.4	SQ YD	\$100.00	\$1,140.00	\$90.00	\$1,026.00	\$81.00	\$923.40
8	PORTLAND CEMENT CONCRETE SIDEWALKS 5 INCH	1685	SQ FT	\$8.00	\$13,480.00	\$7.50	\$12,637.50	\$5.50	\$9,267.50
9	DETECTABLE WARNINGS	25	SQ FT	\$30.00	\$750.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
10	DRIVEWAY PAVEMENT REMOVAL	9.1	SQ YD	\$30.00	\$273.00	\$25.00	\$227.50	\$20.00	\$182.00
11	SIDEWALK REMOVAL	1755	SQ FT	\$1.75	\$3,071.25	\$1.40	\$2,457.00	\$1.50	\$2,632.50
12	CONCRETE STRUCTURES	122.3	CU YD	\$1,400.00	\$171,220.00	\$1,425.00	\$174,277.50	\$1,840.00	\$225,032.00
13	STUD SHEAR CONNECTORS	395	EACH	\$10.00	\$3,950.00	\$10.50	\$4,147.50	\$47.00	\$18,565.00
14	GEOCOMPOSITE WALL DRAIN	1539.3	SQ FT	\$2.50	\$3,848.25	\$3.25	\$5,002.73	\$5.00	\$7,696.50
15	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	5221.2	CU FT	\$18.00	\$93,981.60	\$24.00	\$125,308.80	\$14.00	\$73,096.80
16	DRAINAGE STRUCTURE SPECIAL	2	EACH	\$3,000.00	\$6,000.00	\$4,850.00	\$9,700.00	\$5,000.00	\$10,000.00
17	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L.SUM	\$6,000.00	\$6,000.00	\$16,500.00	\$16,500.00	\$22,000.00	\$22,000.00
18	RETAINING WALL REMOVAL	1	L.SUM	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
19	UNTREATED TIMBER LAGGING	2314.4	SQ FT	\$10.00	\$23,144.00	\$10.50	\$24,301.20	\$18.00	\$41,659.20
20	FURNISHING SOLDIER PILES (HP SECTION)	705	FOOT	\$70.00	\$49,350.00	\$72.00	\$50,760.00	\$63.00	\$44,415.00
21	FURNISHING SOLDIER PILES (W SECTION)	714	FOOT	\$125.00	\$89,250.00	\$130.00	\$92,820.00	\$140.00	\$99,960.00
22	PIPE UNDERDRAINS FOR STRUCTURES 6"	210	FOOT	\$30.00	\$6,300.00	\$28.50	\$5,985.00	\$35.00	\$7,350.00
23	PIPE UNDERDRAINS FOR STRUCTURES 8"	345	FOOT	\$60.00	\$20,700.00	\$32.00	\$11,040.00	\$55.00	\$18,975.00
24	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	20	FOOT	\$28.00	\$560.00	\$85.00	\$1,700.00	\$55.00	\$1,100.00
25	MODIFY DRAINAGE UTILITY	1	L.SUM	\$1,000.00	\$1,000.00	\$6,850.00	\$6,850.00	\$3,500.00	\$3,500.00
26	SEEDING SPECIAL COMPLETE	1	L.SUM	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
27	REMOVE, SALVAGE, AND STORE HISTORIC RAILING	1	L.SUM	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
28	DECORATIVE RAILING (ALTERNATE BID ITEM)	250	FOOT	\$200.00	\$50,000.00	\$175.00	\$43,750.00	\$200.00	\$50,000.00
29	COLOR CONCRETE FINISHING (ALTERNATE BID ITEM)	122.3	CU YD	\$46.00	\$5,625.80	\$55.00	\$6,726.50	\$100.00	\$12,230.00
	<b>TOTAL (Does not include alternate bid item No. 28 or No. 29)</b>				<b>\$521,538.10</b>		<b>\$591,109.23</b>		<b>\$624,409.90</b>

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

**McCarthy Improvement  
Company**

**Valley Construction Company**

**Brandt Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	20	CU YD	\$42.00	\$840.00	\$60.00	\$1,200.00	\$51.00	\$1,020.00
2	FURNISHED EXCAVATION	20	CU YD	\$70.00	\$1,400.00	\$60.00	\$1,200.00	\$70.00	\$1,400.00
3	POROUS GRANULAR EMBANKMENT	359	TON	\$40.00	\$14,360.00	\$44.50	\$15,975.50	\$44.75	\$16,065.25
4	EROSION CONTROL BLANKET	240	SQ YD	\$6.00	\$1,440.00	\$6.00	\$1,440.00	\$6.25	\$1,500.00
5	TURF REINFORCEMENT MAT	115	SQ YD	\$22.00	\$2,530.00	\$20.00	\$2,300.00	\$22.50	\$2,587.50
6	STONE RIPRAP, CLASS A3	57	TON	\$65.00	\$3,705.00	\$125.00	\$7,125.00	\$75.50	\$4,303.50
7	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	11.4	SQ YD	\$175.00	\$1,995.00	\$125.00	\$1,425.00	\$200.00	\$2,280.00
8	PORTLAND CEMENT CONCRETE SIDEWALKS 5 INCH	1685	SQ FT	\$7.00	\$11,795.00	\$10.25	\$17,271.25	\$7.50	\$12,637.50
9	DETECTABLE WARNINGS	25	SQ FT	\$90.00	\$2,250.00	\$36.00	\$900.00	\$40.00	\$1,000.00
10	DRIVEWAY PAVEMENT REMOVAL	9.1	SQ YD	\$35.00	\$318.50	\$55.00	\$500.50	\$35.00	\$318.50
11	SIDEWALK REMOVAL	1755	SQ FT	\$2.00	\$3,510.00	\$2.20	\$3,861.00	\$2.00	\$3,510.00
12	CONCRETE STRUCTURES	122.3	CU YD	\$2,100.00	\$256,830.00	\$2,275.00	\$278,232.50	\$1,950.00	\$238,485.00
13	STUD SHEAR CONNECTORS	395	EACH	\$13.00	\$5,135.00	\$11.40	\$4,503.00	\$8.00	\$3,160.00
14	GEOCOMPOSITE WALL DRAIN	1539.3	SQ FT	\$4.00	\$6,157.20	\$4.00	\$6,157.20	\$3.50	\$5,387.55
15	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	5221.2	CU FT	\$13.00	\$67,875.60	\$32.00	\$167,078.40	\$40.00	\$208,848.00
16	DRAINAGE STRUCTURE SPECIAL	2	EACH	\$6,000.00	\$12,000.00	\$5,500.00	\$11,000.00	\$6,350.00	\$12,700.00
17	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L.SUM	\$60,000.00	\$60,000.00	\$8,001.45	\$8,001.45	\$15,000.00	\$15,000.00
18	RETAINING WALL REMOVAL	1	L.SUM	\$8,500.00	\$8,500.00	\$26,900.00	\$26,900.00	\$13,997.70	\$13,997.70
19	UNTREATED TIMBER LAGGING	2314.4	SQ FT	\$25.00	\$57,860.00	\$14.25	\$32,980.20	\$20.00	\$46,288.00
20	FURNISHING SOLDIER PILES (HP SECTION)	705	FOOT	\$82.00	\$57,810.00	\$46.00	\$32,430.00	\$60.00	\$42,300.00
21	FURNISHING SOLDIER PILES (W SECTION)	714	FOOT	\$100.00	\$71,400.00	\$105.00	\$74,970.00	\$125.00	\$89,250.00
22	PIPE UNDERDRAINS FOR STRUCTURES 6"	210	FOOT	\$30.00	\$6,300.00	\$41.00	\$8,610.00	\$23.00	\$4,830.00
23	PIPE UNDERDRAINS FOR STRUCTURES 8"	345	FOOT	\$45.00	\$15,525.00	\$58.00	\$20,010.00	\$64.00	\$22,080.00
24	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	20	FOOT	\$70.00	\$1,400.00	\$65.00	\$1,300.00	\$110.00	\$2,200.00
25	MODIFY DRAINAGE UTILITY	1	L.SUM	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00
26	SEEDING SPECIAL COMPLETE	1	L.SUM	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,125.00	\$1,125.00
27	REMOVE, SALVAGE, AND STORE HISTORIC RAILING	1	L.SUM	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
28	DECORATIVE RAILING (ALTERNATE BID ITEM)	250	FOOT	\$300.00	\$75,000.00	\$210.00	\$52,500.00	\$205.00	\$51,250.00
29	COLOR CONCRETE FINISHING (ALTERNATE BID ITEM)	122.3	CU YD	\$200.00	\$24,460.00	\$80.00	\$9,784.00	\$55.00	\$6,726.50
	<b>TOTAL (Does not include alternate bid item No. 28 or No. 29)</b>				<b>\$676,136.30</b>		<b>\$733,371.00</b>		<b>\$754,573.50</b>