



# MOLINE CITY COUNCIL AGENDA

Tuesday, December, 1 2015

6:30 p.m.

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

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Parker

Roll Call

Public Hearing – 6:45 p.m.

2016 Budget

Consent Agenda

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

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of November 17, 2015 and appointments made during Committee of the Whole on December 1, 2015.

Second Reading Ordinances

1. Council Bill/General Ordinance 3047-2015

An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, Article VI, “JUDICIARY,” by enacting one new Division 2 entitled “ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY EMPLOYEE BENEFIT CLAIMS.”

**Explanation:** The Public Safety and Employee Benefits Act, 820 ILCS 320/1 et seq. (the “Act”), was enacted in 1997 to provide for benefits for public safety employees who suffer a catastrophic injury while on duty or who are killed in the line of duty. The City Council desires to provide a fair and efficient method for determining the eligibility of an employee for the benefits under the Act. Adoption of this ordinance will amend Chapter 2 of the Code by providing for an administrative hearing procedure for any claims brought under the Act by former public safety employees of the City.

**Fiscal Impact:** N/A

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

2. Council Bill/General Ordinance 3048-2015

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by deleting 26th Avenue, on both sides, from 34th Street to 41st Street, and adding in lieu thereof the following: 26th Avenue, south side, from 34th Street to 41st Street; 26th Avenue, north side, from 34th Street east 1,300 feet; and 26th Avenue, north side, from 41st Street west 330 feet.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**3. Council Bill/General Ordinance 3049-2015**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 11 thereof, "PARKING PROHIBITED AT CERTAIN TIMES," by including two-hour parking on 26th Avenue, north side, from a point 70 feet east of 38th Street to a point 330 feet west of 41st Street, between the hours of 7:30 a.m. to 3:30 p.m. on school days.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**4. Council Bill/General Ordinance 3050-2015**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including two on-street stalls at 3605 26<sup>th</sup> Avenue.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**5. Council Bill/Special Ordinance 4049-2015**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Reindeer Ramble 5K scheduled for Sunday, December 6, 2015.

**Explanation:** This is an annual event and has been approved by the Special Event Committee.

**Fiscal Impact:** N/A

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

**Resolutions**

**6. Council Bill/Resolution 1139-2015**

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 2001 Ford Taurus, VIN# 1FAFP55U11G172793.

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

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

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

**7. Council Bill/Resolution 1140-2015**

A Resolution authorizing the Mayor and City Clerk to execute a Stipulated Agreement 1887 between the City of Moline and the Illinois Commerce Commission.

**Explanation:** The Illinois Commerce Commission (ICC) and the Burlington Northern Sante Fe Railway Company desire to improve the 15<sup>th</sup> Street track crossing. The project will be partially funded with Grade Crossing Protection Funds (GCPF) allocated through the ICC. Use of the GCPFs requires that the City of Moline agree with the improvements since the crossing is located within the Moline corporate limits. There is no cost to the City of Moline. Additional documentation attached.

**Fiscal Impact:** N/A

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

**8. Council Bill/Resolution 1141-2015**

A Resolution authorizing approval of a Reconciliation Change Order with Valley Construction Company for Project #1185, 64<sup>th</sup> Street Sanitary Sewer Pump Station, in the amount of \$394,289.34.

**Explanation:** At the January 7, 2014 Committee-of-the-Whole meeting, Council approved a change of scope for Project #1185, 64<sup>th</sup> Street Sanitary Sewer Pump Station. This change was necessitated due to unforeseen subsurface soil conditions. Work on the project was completed in early 2014 and staff has agreed to final quantities with the contractor. In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$394,289.34. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed and includes the previously approved change of scope. The change order increases the original contract value of \$495,951.00 by 79.5% to \$890,240.34. Additional documentation attached.

**Fiscal Impact:** Sufficient funds are available in the Case Creek Trails Bond issue.

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

**9. Council Bill/Resolution 1142-2015**

**A Resolution authorizing approval of a Reconciliation Change Order with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$7,153.16.**

**Explanation:** In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$7,153.16. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$338,735.00 by 2.1% to \$345,888.16. Additional documentation attached.

**Fiscal Impact:** Funds are budgeted in account #510-9965-438.08-20

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

**10. Council Bill/Resolution 1143-2015**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Spiegel Moving & Storage, Inc., an Illinois corporation, for property located at 202 20<sup>th</sup> Street, Moline, Illinois; and authorizing City staff to do all things necessary to complete said purchase pursuant to the terms of the Agreement.**

**Explanation:** The City wishes to acquire the property located at 202 20<sup>th</sup> Street, Moline, Illinois. Spiegel Moving & Storage, Inc., an Illinois corporation, is the owner of the property and has agreed to sell and convey said property to the City for \$303,500.00 pursuant to the terms and conditions set forth in the Agreement.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Law Department will record deed

OMNIBUS VOTE		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

**Omnibus Vote**

**Non - Consent Agenda**

**First Reading Ordinances**

**11. Council Bill/General Ordinance 3051-2015**

**An Ordinance making Appropriations for Corporate Purposes for the Fiscal Year beginning January 1, 2016 and ending December 31, 2016.**

**Explanation:** This is the annual Appropriation Ordinance which is required to be passed by State Statute. This Ordinance allows the City to expend funds during the fiscal year 2016.

**Fiscal Impact:** This Ordinance is necessary as an authorization granted by the City Council to make expenditures and to incur obligations during the fiscal year 2016

**Public Notice/Recording:** File with the County Clerk

**Miscellaneous Business (if necessary)**

**Public Comment**

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

**Executive Session (if necessary)**

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article VI, "JUDICIARY," by enacting one new Division 2 entitled "ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY EMPLOYEE BENEFIT CLAIMS."

WHEREAS, the City of Moline is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Public Safety and Employee Benefits Act, 820 ILCS 320/1 et seq., was enacted in 1997 to provide for benefits for public safety employees who suffer a catastrophic injury while on duty or who are killed in the line of duty; and

WHEREAS, the City Council of the City of Moline, Illinois, desires to provide a fair and efficient method for determining the eligibility of an employee for the benefits under the Public Safety and Employee Benefits Act.

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

**Section 1** – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article VI, "JUDICIARY," is hereby amended by enacting one new Division 2 entitled "ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY EMPLOYEE BENEFIT CLAIMS," which shall read as follows:

**"DIVISION 2. ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY EMPLOYEE BENEFIT CLAIMS**

**SEC. 2-6200. PURPOSE.**

The purpose of this section is to provide a fair and efficient method of determining the eligibility of a former public safety employee for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) through the process of administrative hearings. All benefits provided former employees pursuant to the Public Safety Employee Benefits Act ("Act") will be consistent with the Act.

**SEC. 2-6201. ADMINISTRATIVE COMPOSITION.**

(a) The hearing officer shall preside over all hearings involving the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) and shall have all of the following powers and duties:

- (1) Administer oaths;
- (2) Hear testimony and accept evidence that is relevant to the issue of eligibility under the Act;
- (3) Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
- (4) Rule upon objections in the admissibility of evidence;
- (5) Preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing;
- (6) Issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of fact, decision and order.

Council Bill/General Ordinance No. 3047-2015

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(b) The city administrator is hereby authorized to appoint a person or persons to hold the position of a hearing officer for each and every individual hearing that shall come before this City. In making said selection, the city administrator shall consider all pertinent information including, at a minimum:

- (1) The candidate's ability to comply with the job description as set forth herein;
- (2) Background and performance data made available to the City or otherwise obtained by the City;
- (3) The candidate must be an attorney licensed to practice law in the State of Illinois for at least three (3) years and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

(c) The system of administrative hearings for determination of eligibility for benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall be initiated by the serving of a written notice on the city administrator by any former public safety employee stating in full detail the nature of the former employee's claim, giving full particulars thereof, i.e., date, time, place, nature of injury, and any other factual circumstances surrounding said incident giving rise to said claim; requesting the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.), and requesting the setting of a hearing for the eligibility to receive said benefits. The claim shall be submitted within thirty (30) days of the date the disability has been approved by the pension board and upon a form as provided by the City of Moline. In the event a disability pension has been awarded thirty (30) days prior to passage of this ordinance, the former public safety employee shall have thirty (30) days after passage and publication of the ordinance to submit a claim.

(d) An administrative hearing shall be held to adjudicate and determine whether the former public safety employee is eligible for benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.). If the former employee is found eligible, the employee benefits shall be consistent with the Act.

- (1) Time and Date. Hearings shall be held on the date, time and place as established by the City, with appropriate notice served upon the former public safety employee.
- (2) Record. All hearings shall be attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter.
- (3) Procedures. The City and the petitioning former public safety employee shall be entitled to representation by counsel at said hearing and may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.
- (4) Evidence. The rules of evidence as set forth in the Illinois Rules of Evidence shall apply.
- (5) Final Determination. The determination by the hearing officer of whether the petitioning former public safety employee is eligible for the benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall constitute a final determination for the purpose of judicial review pursuant to administrative review as found in the Code of Civil Procedure (735 ILCS 5/3-101 et seq.)."

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by deleting 26<sup>th</sup> Avenue, on both sides, from 34<sup>th</sup> Street to 41<sup>st</sup> Street, and adding in lieu thereof the following: 26<sup>th</sup> Avenue, south side, from 34<sup>th</sup> Street to 41<sup>st</sup> Street; 26<sup>th</sup> Avenue, north side, from 34<sup>th</sup> Street east 1,300 feet; and 26<sup>th</sup> Avenue, north side, from 41<sup>st</sup> Street west 330 feet.

WHEREAS, a request for no parking at the above designated locations was received and reviewed by the Traffic Committee on November 3, 2015; and

WHEREAS, the request meets the criteria for designating such locations as parking prohibited at any time when appropriate signs are posted.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by deleting 26<sup>th</sup> Avenue, on both sides, from 34<sup>th</sup> Street to 41<sup>st</sup> Street, and adding in lieu thereof the following when appropriate signs are posted:

- 26<sup>th</sup> Avenue, south side, from 34<sup>th</sup> Street to 41<sup>st</sup> Street;
- 26<sup>th</sup> Avenue, north side, from 34<sup>th</sup> Street east 1,300 feet;
- 26<sup>th</sup> Avenue, north side, from 41<sup>st</sup> Street west 330 feet.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No. 3049-2015

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 11 thereof, "PARKING PROHIBITED AT CERTAIN TIMES," by including two-hour parking on 26<sup>th</sup> Avenue, north side, from a point 70 feet east of 38<sup>th</sup> Street to a point 330 feet west of 41<sup>st</sup> Street, between the hours of 7:30 a.m. to 3:30 p.m. on school days.

WHEREAS, a request for two-hour parking at the above designated location was received and reviewed by the Traffic Committee on November 3, 2015; and

WHEREAS, the request meets the criteria for designating a location as parking prohibited at certain times when appropriate signs are posted, and it shall be unlawful for any person to park a vehicle for a period longer than two hours between the hours of 7:30 a.m. to 3:30 p.m. on school days at said location.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 11 thereof, "PARKING PROHIBITED AT CERTAIN TIMES," is hereby amended by including two-hour parking on 26<sup>th</sup> Avenue, north side, from a point 70 feet east of 38<sup>th</sup> Street to a point 330 feet west of 41<sup>st</sup> Street, between the hours of 7:30 a.m. to 3:30 p.m. on school days.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including two on-street stalls at 3605 26<sup>th</sup> Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on November 3, 2015; and

WHEREAS, the request meets the criteria for designating such a space.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to include the following when appropriate signs are posted:

Two on-street stalls at 3605 26<sup>th</sup> Avenue.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Ordinance No.: 4049-2015

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Reindeer Ramble 5K scheduled for Sunday, December 6, 2015.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Sunday, December 6, 2015, from 8:00 a.m. to 10:00 a.m.

52<sup>nd</sup> Avenue from the easternmost side of 25<sup>th</sup> Street to the westernmost side of 7<sup>th</sup> Street;  
7<sup>th</sup> Street from the northernmost side of 52<sup>nd</sup> Avenue to the southernmost side of North Shore Drive;  
North Shore Drive from the westernmost side of 7<sup>th</sup> Street to the easternmost side of 25<sup>th</sup> Street; and  
25<sup>th</sup> Street from the southernmost side of North Shore Drive to the northernmost side of 52<sup>nd</sup> Avenue.

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1139-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

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

2001 Ford Taurus, VIN# 1FAFP55U11G172793.  
\_\_\_\_\_

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

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

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

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

That this Council finds and declares that the aforesaid vehicle is surplus property and authorizes Chief of Police/Public Safety Director to dispose of said property.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 1, 2015

\_\_\_\_\_  
Date

Passed: December 1, 2015

Approved: December 8, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1140-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Stipulated Agreement 1887 between the City of Moline and the Illinois Commerce Commission.

\_\_\_\_\_

WHEREAS, the Illinois Commerce Commission (ICC) proposes to improve public safety at the 15<sup>th</sup> Street highway-rail grade crossing with the track in the City of Moline; and

WHEREAS, proper investigation has been made of the circumstances surrounding the proposed improvement at the subject crossing by a representative of the Commission's Transportation Bureau Railroad Section; and

WHEREAS, the physical aspects, including train movements, vehicular traffic volume and other pertinent data relating to the crossing have been obtained and shown in Exhibit A; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement to the crossing upon determination of the Commission by Order; and

WHEREAS, the project will be partially funded with Grade Crossing Protection Funds (GCPF) allocated through the ICC; and

WHEREAS, use of GCPF requires that the City agree with the proposed improvement since the crossing is located within Moline's corporate limits.

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

That the Mayor and City Clerk are hereby authorized to execute a Stipulated Agreement 1887 between the City of Moline and the Illinois Commerce Commission; provided, however, that said agreements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 1, 2015

Passed: December 1, 2015

Approved: December 8, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Michael E. Stead

Rail Safety Program Administrator

November 3, 2015

Mr. Calvin Nutt  
Manager Public Projects  
BNSF Railway Company  
80 44<sup>th</sup> Avenue  
Minneapolis, MN 55421

Mr. Salmon O. Danmole, P.E.  
Acting Engineer of Local Roads and Streets  
Illinois Department of Transportation  
2300 S. Dirksen Parkway, Room 205  
Springfield, IL 62764  
Attn: Gregory S. Lupton, P.E.

Mr. Scott Raes, Mayor  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

Messrs. Nutt, Danmole and Raes:

Enclosed is a copy of Stipulated Agreement 1887 concerning renewal of the surface at the 15th Street (**AAR/DOT #604314S, railroad milepost 249.93**) highway-rail grade crossing of the BNSF Railway Company's track, located in Moline, Rock Island County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to this office, or the terms of the agreement shall be renegotiated or declared void.

Please read the entire agreement before execution. In addition, BNSF Railway Company must submit Project Manager Information (see Exhibit 1 of the agreement) at the same time as the Execution page. We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter. Thank you for your prompt attention to this matter.

If you have any questions, or need additional information, please contact John R. Saladino, Rail Safety Specialist, at (217) 785-8423, or [jsaladino@icc.illinois.gov](mailto:jsaladino@icc.illinois.gov).

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael E. Stead".

Michael E. Stead  
Rail Safety Program Administrator

Enclosure

cc: Paul Nowicki, BNSF  
DSD

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT 1887**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), BNSF Railway Company (Company), City of Moline (City), and the State of Illinois, Department of Transportation (Department or IDOT).

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through application for assistance from the Grade Crossing Protection Fund that inquiry should be made into the matter of improving public safety at the 15th Street (AAR/DOT #604314S, railroad milepost 249.93) highway-rail grade crossing with the Company's track in the City of Moline, Rock Island County; and

WHEREAS, proper investigation has been made of the circumstances surrounding the proposed improvement at the subject crossing by a representative of the Commission's Transportation Bureau Railroad Section; and

WHEREAS, the physical aspects, including train movements, vehicular traffic volume and other pertinent data relating to the crossing have been obtained and shown on Exhibit A – Crossing Surface Renewal, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that a certain improvement as hereinafter stated be made and that the cost for the proposed improvement be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvement in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of a new concrete surface at the 15th Street crossing in Moline, by the Company.

[Note: The crossing surface improvement shall be constructed in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.203 and 1535.207 (Exhibit C). See Section 7 "Special Provisions" for specifications pertaining to placement of the hot-mix bituminous roadway approach transitions.]

**Section 3** The Company has prepared a preliminary cost estimate for renewal of the surface at the aforesaid crossing, which may be required by Commission Order. The estimate is attached and incorporated herein by reference as Exhibit B.

The Company shall upon the issuance of a Commission Order, according to the requirements contained therein, prepare and schedule for renewal of the surface at the crossing subject of this Agreement.

The Company shall upon Order, according to the requirements contained therein, prepare and submit a copy of a detailed traffic detour plan and proposed project schedule to the City of Moline for approval. Submission of the detour plan and project schedule information shall be no later than sixty (60) calendar days prior to the scheduled date for the commencement of construction activities.

The City of Moline shall provide notice (via phone, electronic mail, standard mail, or fax) to the Commission within fifteen (15) calendar days after receipt of the Company's traffic detour plan and proposed project schedule. The notice shall indicate roadway authority approval or disapproval of the traffic detour plan and project schedule for the proposed improvement.

**Section 4** BNSF Railway Company shall upon Order, according to the requirements contained therein, proceed toward renewal of the surface at the crossing subject of this Agreement, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvement should be no later than nine (9) months from the date of a Commission Order approving this Agreement.

**Section 5** The parties agree that an equitable division of cost for the proposed improvement is as follows:

**- COST DIVISION TABLE -**

IMPROVEMENT	EST. COST	GCPF	COMPANY
Materials to Install New Crossing Surface	\$66,943	(100%) \$66,943	(0%) \$0
Labor to Install New Crossing Surface	\$27,613	(0%) \$0	(100%) \$27,613
<b>TOTALS</b>	<b>\$94,556</b>	<b>\$66,943<sup>1</sup></b>	<b>\$27,613<sup>2</sup></b>

**Notes:**

1. Total GCPF assistance for material, contract paving and traffic control costs not to exceed \$66,943; any such costs above the estimated amount of \$66,943 will be paid by the GCPF upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.
2. Company responsible for all labor costs associated with the installation of new surface at the subject crossing; Company responsible for all future maintenance costs associated with the new crossing surface.

**Section 6** The City of Moline is not required to pay any portion of the cost for the proposed improvement.

**Section 7** Special Provisions: In the event the surface renewal at the subject crossing will be performed, in part, by a contractor, flagging or contractor liability insurance will be required for the work.

The hot-mix bituminous roadway approach transitions shall be placed by a qualified asphalt paving contractor using accepted roadway paving practices and equipment for producing a smooth and durable asphalt pavement. The hot-mix bituminous material shall be produced by an IDOT approved plant and shall utilize a current IDOT approved surface mix design for the roadway wearing surface. Where multiple paving layers are placed due to a significant track raise, binder mix produced by an IDOT approved plant and utilizing a current IDOT approved mix design may be used for the lower layer(s), if desired. Each paving layer shall be compacted with a self-propelled roller with a minimum of 3 passes.

The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit 1, along with this executed Agreement.

All signage shall conform to the requirements and specifications of 92 Ill. Adm. Code 1535 and the Manual on Uniform Traffic Control Devices (MUTCD).

The Company shall, at three (3) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit 1, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the GCPF shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Room 205, Springfield, IL 62764 (See Exhibit 1, page 2). All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/)

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvement described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12<sup>th</sup> month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

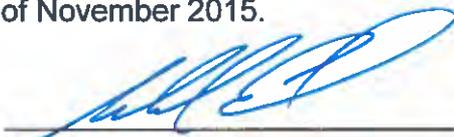
**Section 8** Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department or the Department's representative. The minimum documentation that must be made available is outlined as follows:

- a) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- b) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- c) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- d) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- e) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

**Section 9** This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3<sup>rd</sup> day of November 2015.

  
\_\_\_\_\_  
Michael E. Stead  
Rail Safety Program Administrator

Attest:

  
\_\_\_\_\_  
John R. Saladino  
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1887, executed by Commission Staff on November 3, 2015 concerning a surface improvement at the 15th Street (AAR/DOT #604314S, railroad milepost 249.93) highway-rail grade crossing of BNSF Railway Company's track in Moline, Rock Island County, Illinois.

Executed by the City of Moline this \_\_\_\_ day of \_\_\_\_\_ 2015.

CITY OF MOLINE

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

**PROJECT STATUS REPORT:**

**TYPE: (CHECK ONE)**

PROGRESS	<input type="checkbox"/>
COMPLETION	<input type="checkbox"/>

DATE	<input type="text"/>
------	----------------------

**PROJECT INFORMATION:**

Reporting Party:	<input type="text"/>
Docket/Order #; Date:	<input type="text"/>
Status Report (s) Due:	Within 3 Months and 6 Months from Order Date
Ordered Completion Date:	9 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	<input type="text"/>
Street, (in/near) City, County:	<input type="text"/>
Railroad Company:	<input type="text"/>

**PROJECT MANAGER INFORMATION:**

Name:	<input type="text"/>
Title:	<input type="text"/>
Representing:	<input type="text"/>
Street Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Office Phone:	<input type="text"/>
Office Fax:	<input type="text"/>
Cellular Phone:	<input type="text"/>
E-Mail Address:	<input type="text"/>

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

- Install new concrete surface at the BNSF highway-rail grade crossing at 15<sup>th</sup> Street in Moline.

**STATUS OF WORK:**

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the Rail Safety Section or the Director of Processing and Information, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission  
527 E. Capitol Avenue  
Springfield, IL 62701-1827

If you have questions contact: John R. Saladino, Rail Safety Specialist  
Phone: (217) 785-8423  
Email: jsaladino@icc.illinois.gov

A Form 3 can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for Grade Crossing Protection Fund reimbursement is:

**SIGNAL WORK**

Illinois Department of Transportation  
Fiscal Control Unit  
Bureau of Local Roads and Streets  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

**APPROACH/BRIDGE WORK**

IDOT, District ##  
Address

Copies of the United States Department of Transportation Inventory Form #6180.71 can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)  
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

<p>Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXIupdates@dot.gov</p>	<p><b><u>And</u></b></p>	<p>Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov</p>
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**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:**

<b>RAILROAD</b>	BNSF Railway Company
<b>USDOT#, MILEPOST</b>	DOT 604314S – milepost 249.93
<b>STREET, CITY, COUNTY</b>	15 <sup>th</sup> Street, Moline, Rock Island County
<b>JURISDICTION (RDWY)</b>	City
<b>LOCATION</b>	Urban
<b>STREET SURFACE</b>	2 Lanes bituminous surface (NW/SE)

**CROSSING DATA:**

<b>TRACK</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
Main (NE/SW)	Rubber with Timber extension	Approx. 66 Ft	Fair – Poor

**ROADWAY DATA:**

<b>INTERSECTING ROADS:</b>	4 <sup>th</sup> Ave., 48 Ft. Southeast; 3 <sup>rd</sup> Ave., 138 Ft. Northwest
<b>TRAFFIC CONTROL</b>	Traffic Signals at 4 <sup>th</sup> ; Stop sign on 3 <sup>rd</sup>
<b>ADT</b>	3,100 Vehicles Per Day
<b>TRAFFIC TYPE</b>	TYPES: Passenger, School Busses, Hazardous Materials, and Emergency Response
<b>ADVANCE WARNING</b>	Unk
<b>PAVEMENT MARKING</b>	Yes

**RAILROAD DATA:**

<b>FREIGHT TRAFFIC</b>	2 trains per day @ 25 MPH
<b>PASSENGER TRAFFIC</b>	
<b>WARNING DEVICES</b>	Cantilevered Automatic Flashing Light Signals and Gates
<b>OTHER</b>	

**NOTES:**

AUTHORITY FOR EXPENDITURE

Exhibit B

LOCATION : MOLINE	LINE SEGMENT : 7	AFE NUMBER :
PLANITEM NUMBER : 228167000	MILEPOST : 249.93	RFA NUMBER : 5904016
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CH	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BARSTOW-ROCK ISLAND	BUDGET YEAR : 2016
JOINT FACILITY : ICC	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : IL	REPORTING OFFICE : 724
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV BARSTOW-ROCK ISLAND SUB LS 7 MP 249.93 - DOT #604314S - 100% BILLABLE TO ICC - CROSSING SURFACE RENEWAL AS PART OF THE ICC FY16 SURFACE REPLACEMENT PROGRAM.  
 PRIMARY FUNDING SOURCE IS FHWA

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
228167000	7	249.93	249.93	S	MOLINE	MOLINE	PUBLIC IMPROVEMENT PROJECT	2016

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	26,676	26,676
MATERIAL COSTS	0	0	0	0	58,706	58,706
OTHER COSTS	0	0	0	0	9,174	9,174
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>94,556</b>	<b>94,556</b>

SYSTEM MAINTENANCE AND PLANNING  
 ESTIMATE REF. NUMBER: 5904016  
 COSTING DATE: 01/01/2016

PRINTED ON: 09/29/2015  
 ESTIMATED BY: Savard  
 PRINTED BY: Savard



Section 1535.203 Construction and Maintenance of Grade Crossing

Every grade crossing shall be constructed and maintained in such manner that it will not interfere with the reasonably safe use of the roadway when traveled in the usual and ordinary manner. The surface of the roadway shall reasonably conform to the elevation of the rails for the entire area between rails and between tracks (where track centers are 15 feet or less) and for a distance of 24 inches beyond the outside of the outer rails of the outer tracks. In situations where super-elevation of rails through the crossing makes a reasonably smooth continuous surface impractical, the surface of the roadway in the crossing area shall be made as smooth as practicable, consistent with the safe operation of trains on the railroad tracks in accordance with Section 18c-7401(2) of the Law. Any crossing hereafter constructed or reconstructed shall conform to the width of the roadway and shall include a reasonable width of usable shoulder, but in no case shall the width be less than 16 feet measured at right angles to the center line of the highway unless the Commission specifically authorizes a lesser width. At crossings where there are sidewalks, either the crossing proper shall include the sidewalk areas or separate sidewalk crossings of a width consistent with that of the sidewalk approaches shall be provided conforming with provisions of this Section as to surface.

Section 1535.207 Adjustment of Crossings and Approaches

- a) Where tracks are raised through a highway crossing at the rail carrier's instance and the approach grades to the crossing conformed to the requirements of Section 1535.204 prior to the track raise, the rail carrier shall resurface or arrange for the resurfacing of the highway approaches to meet the elevation of the raised crossing surface, so that the change in grade does not exceed 1% greater than the pre-existing grade on primary highways with a maximum authorized speed in excess of 30 miles per hour, or 2% greater than the pre-existing grade on all other highways with a maximum authorized speed of 30 miles per hour or less. Where more than one track crosses a highway with 15 feet or less between the centerline of one track and the centerline of an adjacent track, the rail carrier shall adjust all tracks so that they conform with the requirements of Section 1535.203.
- b) Where tracks are raised through a highway crossing at the rail carrier's instance, and the approach grades to the crossing did not conform to the requirements of Section 1535.204 prior to the track raise, and the track raise increases the grades by more than 1%, it shall be the responsibility of the rail carrier to resurface, or to arrange for the resurfacing of, the highway approaches within a distance of 25 feet from the centerline of the outermost track, to minimize the change in grade to the extent practicable within the 25 feet.
- c) It shall be the responsibility of the highway authority to make arrangements with the respective rail carriers for the necessary track, crossing warning signs and signals, and/or crossing surface adjustments where vertical and/or horizontal adjustments are made to the approaches of a grade crossing at the highway authority's instance (whether by reconstruction, resurfacing, or widening). The rail carrier shall, at the sole cost and expense of the highway authority, adjust the track, crossing warning signs and signals, and/or crossing surfaces to conform to Sections 1535.203, 1535.300(b), 1535.335, and 1535.360(a), as applicable, and the highway authority shall, at its own expense, perform all necessary approach work to comply with Section 1535.204.

Council Bill/Resolution No. 1141-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Valley Construction Company for Project #1185, 64<sup>th</sup> Street Sanitary Sewer Pump Station, in the amount of \$394,289.34.

\_\_\_\_\_

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$394,289.34; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$495,951.00 by 79.5% to \$890,240.34.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Valley Construction Company for Project #1185, 64<sup>th</sup> Street Sanitary Sewer Pump Station, in the amount of \$394,289.34; provided, however, that said change order is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 1, 2015  
Date

Passed: December 1, 2015

Approved: December 8, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# CITY OF MOLINE

## CONTRACT CHANGE ORDER

Project No. : **1185**

Description: **64th Street Sanitary Sewer  
Pump Station**

Contractor : **Valley Construction**

Date : **10/29/15**

Change Order No. : **1 and FINAL**

Sheet **1** of **1**

WORK DAYS		CONTRACT	
Contract		Original Contract	\$495,951.00
Changes		Changes To-Date	\$394,289.34
Adjusted		Adjusted Contract	\$890,240.34
% Change			79.5%

* Item	Description	Quantity	Unit	Price	Addition	Deduction
<b>CAPITAL IMPROVEMENT FUNDS</b>						
1	SANITARY PUMPING STATION COMPLETE	0	EA	\$120,000.00		
2	SANITARY SEWER 8"	25	LF	\$95.00	\$2,375.00	
3	SANITARY SEWER 12"	43	LF	\$98.00	\$4,214.00	
4	SANITARY SEWER 8" FORCE MAIN	70.4	LF	\$48.00	\$3,379.20	
5	SANITARY SEWER 8" FORCE MAIN IN CASING	-300	LF	\$44.00		(\$13,200.00)
6	SANITARY SEWER SERVICE 6"	0	LF	\$125.00		
7	STEEL CASING 16" DRILLED OR PUSHED	-300	LF	\$320.00		(\$96,000.00)
8	MH TA SAN 4' DIA T1 F CL	1	EA	\$2,900.00	\$2,900.00	
9	FORCE MAIN ACCESS MANHOLE	0	EA	\$5,500.00		
10	11.25 BEND DI MJ 8"	-1	EA	\$280.00		(\$280.00)
11	45 BEND DI MJ 8"	2	EA	\$280.00	\$560.00	
12	PLUG 8"	0	EA	\$90.00		
13	PLUG 12"	0	EA	\$200.00		
14	CAP DI MJ 8"	0	EA	\$170.00		
15	TEE DI MJ 12"X6"	0	EA	\$1,100.00		
16	CRUSHED STRONE TRENCH FOUNDATION	81.5	CY	\$50.00	\$4,075.00	
17	TREE REMOVAL	6.3	UNIT	\$45.00	\$283.50	
18	TEMPORARY HMA SURFACING	460	SY	\$30.00	\$13,800.00	
19	DRIVEWAY PAVEMENT REMOVAL	87.1	SY	\$10.00	\$871.00	
20	PCC DRIVEWAY PAVEMENT 7"	4.6	SY	\$90.00	\$414.00	
21	AGG SURFACE COURSE TA 8"	160.1	SY	\$12.00	\$1,921.20	
22	TRENCH BACKFILL	341.6	CY	\$30.00	\$10,248.00	
23	SEEDING SPECIAL COMPLETE	1855.3	SY	\$9.00	\$16,697.70	
24	ROCK EXCAVATION	-91.9	CY	\$20.00		(\$1,838.00)
25	TRAFFIC CONTROL COMPLETE	0	LS	\$8,800.00		
26	A2006514 TREE (SWAMP WHITE OAK)	0	EA	\$400.00		
*	F/A for Casing Under I-280	1	LSUM	\$349,592.08	\$349,592.08	
*	F/A for Casing Under I-280 (Change of Methods)	1	LSUM	\$36,546.70	\$36,546.70	
*	F/A for Casing Under I-280 (Bore Pits)	1	LSUM	\$38,113.74	\$38,113.74	
*	Replace Storm Sewer @ South Shore Drive	1	LSUM	\$19,616.22	\$19,616.22	

* Denotes new item added to contract		Totals	\$505,607.34	(\$111,318.00)
Previous Changes =	Total Changes To-Date = \$394,289.34	Net Change	\$394,289.34	

### REASON FOR CHANGE

- 1-4,6,8-26 - Adjustments to final quantities are based off of field measurements
- 5 & 7 - Eliminated 16" casing plan
- 27-29 - Change in casing plan's costs including 8" pipe and additional air release valve cost
- 30 - Replaced storm sewer and headwall @ South Shore Drive

### CHANGE ORDER APPROVAL

Contractor: Donald S. King

Date: 11/9/15

Council Bill/Resolution No. 1142-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$7,153.16.

\_\_\_\_\_

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$7,153.16; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$338,735.00 by 2.1% to \$345,888.16.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$7,153.16; provided, however, that said change order is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 1, 2015  
Date

Passed: December 1, 2015

Approved: December 8, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# CITY OF MOLINE

## CONTRACT CHANGE ORDER

Project No. : 1228

Description: 2015 Bridge Maintenance Repairs

Contractor : Civil Constructors, Inc.

Date : 11/06/15

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$338,735.00
Changes To-Date	\$7,153.16
Adjusted Contract	\$345,888.16
% Change	2.1%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		<b>UTILITY TAX</b>					
	1	PORTLAND CEMENT CEMENT CONCRETE SIDEWALK 4 INCH	35.43	SF	\$12.00	\$425.16	
	2	SIDEWALK REMOVAL	35.43	SF	\$10.00	\$354.30	
	3	CONCRETE REMOVAL	0	LS	\$11,500.00		
	4	FURNISHING AND ERECTING STRUCTURAL STEEL	0	LS	\$250.00		
	5	PREFORMED JOINT SEAL 2 1/2"	-40.85	LF	\$75.00		(\$3,063.75)
	6	PREFORMED JOINT SEAL 4"	2.9	LF	\$95.00	\$275.50	
	7	PREFORMED JOINT STRIP SEAL	0.81	LF	\$210.00	\$170.10	
	8	ELASTOMERIC BEARING ASSEMBLY, TYPE I	0	EA	\$925.00		
	9	ELASTOMERIC BEARING ASSEMBLY, TYPE II	0	EA	\$1,475.00		
	10	ANCHOR BOLTS, 3/4"	0	EA	\$60.00		
	11	CONCRETE SEALER	-44.44	SF	\$1.75		(\$77.77)
	12	POLYMER CONCRETE	-2.5	CF	\$775.00		(\$1,937.50)
	13	JACK AND REMOVE EXISTING BEARINGS	0	EA	\$950.00		
	14	CLEAN AND PAINT STRUCTURAL STEEL	200.72	SF	\$23.00	\$4,616.56	
	15	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	0	LS	\$9,000.00		
	16	STRUCTURAL REPAIR OF CONCRETE (DEPTH = TO OR LESS THAN 5")	-24.68	SF	\$125.00		(\$3,085.00)
	17	CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	0	LS	\$9,000.00		
	18	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	0	EA	\$2,750.00		
	19	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE), TEST LEVEL 2	0	EA	\$275.00		
	20	TEMPORARY CONCRETE BARRIER	0	LF	\$28.00		
	21	RELOCATE TEMPORARY CONCRETE BARRIER	0	LF	\$6.00		
	22	TRAFFIC CONTROL AND PROTECTION, LOCATION 1	0	LS	\$2,000.00		
	23	TRAFFIC CONTROL AND PROTECTION, LOCATION 2	0	LS	\$10,000.00		
	24	APPROACH SLAB REPAIR (PARTIOAL DEPTH)	5.15	SY	\$475.00	\$2,446.25	
	25	EXPANSION DEVICE REMOVAL	5.7	LF	\$25.00	\$142.50	
	26	PIN AND LINK PLATE REPLACEMENT	0	EA	\$16,500.00		
	27	TEMPORARY SUPPORT SYSTEM	0	LS	\$6,500.00		
*	28	Extra working hours on Arsenal Bridge	1	LS	\$1,966.37	\$1,966.37	
*	29	Material cost because of change in work scope	1	LS	\$113.69	\$113.69	
*	30	Replacement of missing guide angle at Pier 6	1	LS	\$688.00	\$688.00	
*	31	West abutment soft seal	48.25	LF	\$75.00	\$3,618.75	
*	32	Bond reimbursement	1	LS	\$500.00	\$500.00	
* Denotes new item added to contract						<b>Totals</b>	<b>\$15,317.18</b>
revious Changes =						<b>Net Change</b>	<b>\$7,153.16</b>
Total Changes To-Date = \$7,153.16							<b>(\$8,164.02)</b>

### REASON FOR CHANGE

- 1-27 Adjustments to final quantities are based off of field measurements
- \*28 Added cost due to access on bridge during QC marathon
- \*29 & 31 Material costs and new price to replace a portion of line 5 above
- \*30 Replacement of missing guide angle that rusted away since last inspection
- \*32 Reimbursement due to changes in state policy

### CHANGE ORDER APPROVAL

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Council Bill/Resolution No. 1143-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Spiegel Moving & Storage, Inc., an Illinois corporation, for property located at 202 20<sup>th</sup> Street, Moline, Illinois; and

AUTHORIZING City staff to do all things necessary to complete said purchase pursuant to the terms of the Agreement.

\_\_\_\_\_

WHEREAS, the City wishes to acquire the property located at 202 20<sup>th</sup> Street, Moline, Illinois; and

WHEREAS, Spiegel Moving & Storage, Inc., an Illinois corporation, is the owner of the property and has agreed to sell and convey said property to the City for \$303,500 pursuant to the terms and conditions set forth in the Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate with Spiegel Moving & Storage, Inc., an Illinois corporation, for property located at 202 20<sup>th</sup> Street, Moline, Illinois (Parcel Number 08-8243), for \$303,500; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referenced in said Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 1, 2015

Date

Passed: December 1, 2015

Approved: December 8, 2015

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **SPIEGEL MOVING & STORAGE, INC.**, an Illinois corporation, (hereinafter "**Seller**"), located at 202 20<sup>th</sup> Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 202 20<sup>th</sup> Street, Moline, Illinois; and

WHEREAS, the Seller has previously entered into an agreement with the Illinois Department of Transportation (hereinafter "**IDOT**") to sell the property but has not closed on that transaction; and

WHEREAS, Buyer makes this offer contingent on the prior agreement with the IDOT being mutually released by both parties to that offer.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### Sec. 1. CONTINGENCY

This Agreement shall only become effective on the mutual release by Seller and the IDOT of the purchase agreement previously entered into between those two parties.

### Sec. 2. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Seller will sell the Property to the Buyer, and the Buyer will purchase the Property from the Seller and pay therefore the amount of **Three Hundred Three Thousand Five Hundred and No/100ths Dollars (\$303,500.00)** (hereinafter "**Purchase Price**") payable by check to Seller at time of closing.

### Sec. 3. CLOSING AND POSSESSION

Closing shall be on or before the \_\_\_ day of \_\_\_\_\_, 201\_\_, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Seller and Buyer shall enter into a Post-Closing Possession Agreement for the Property simultaneously with the closing. Said Post-Closing Possession Agreement shall set forth the Agreement between the parties as to possession.



**Sec. 4. CONVEYANCE OF PROPERTY**

- (a) Form of Deed. The Seller shall convey title to the Property by Corporate Warranty Deed ("Deed"). The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:
1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
  2. All easements of record; and
  3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Seller shall pro-rate general real estate taxes for the current tax year at time of closing; and
  2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.
- (c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for deed and mortgages, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required; and (3) for a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Buyer shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.
- (d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).
- (e) Affidavit of Foreign Status. Seller will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.
- (f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

- (g) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 5. PROPERTY CONDITION AND CERTAIN  
OTHER ACTION BY BUYER**

- (a) Property Condition. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property as-is.
- (b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller as stated in the Post-Closing Possession Agreement executed simultaneously with closing.

**Sec. 6. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:  
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 7. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT  
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership, or association in which he is directly, indirectly, interested. No member, official, or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

**Sec. 8. MERGER**

The provisions of this Agreement shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest unless otherwise provided herein.

**Sec. 9. ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 10.                    APPLICABLE LAW**

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 any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. 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.

**Sec. 11.                    SEVERABILITY**

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

**Sec. 12.                    ASSIGNMENTS AND TRANSFERS PROHIBITED**

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

**Sec. 13.                    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.

**Sec. 14.                    LEGAL ASSISTANCE**

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

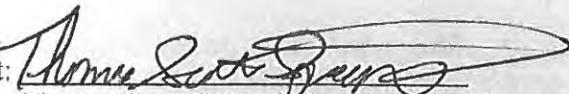
**Sec. 15.                    ACCEPTANCE**

Until accepted by the Buyer and subject to the contingency stated in Section 1, this document constitutes an irrevocable offer to sell on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Buyer's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by \_\_\_\_\_, 2015, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, **Spiegel Moving & Storage, Inc.**, an Illinois corporation, Seller, has caused this Agreement for Sale of Real Estate to be executed this 20<sup>th</sup> day of November, 2015.

By:   
Kenneth Jack Spiegel, President

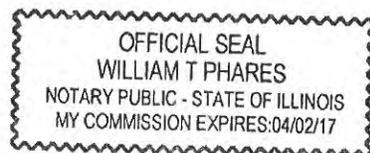
Attest:   
Thomas Scott Spiegel, Secretary

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

On this 20<sup>th</sup> day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Kenneth Jack Spiegel and Thomas Scott Spiegel, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of Spiegel Moving & Storage, Inc., executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of 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



IN WITNESS WHEREOF, the **City of Moline** has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Moline (Buyer)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. 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

Prepared by:

Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

## SCHEDULE A

### Legal Description

Fractional Lots number 4 and 5 in Block 1 in that part of the City of Moline known as and called Wood's Addition.

Also fractional Lots No. 4 and 5 in Block No. 1 in that part of the City of Moline known as and called Bailey Davenport's Addition, as said Fractional lots are known and designated upon the recorded plats of said Additions respectively on file in the Recorder's Office of Rock Island County, Illinois.

Also the East 16 feet of 20<sup>th</sup> Street from the North line of 3<sup>rd</sup> Avenue to a point 6 feet North of the South line of Second Avenue and the South 6 feet of Second Avenue from a point 15 feet West of the East line of 20<sup>th</sup> Street to a point 128 feet East of the East line of 20<sup>th</sup> Street in the City of Moline, as shown on the recorded Plats of Wood's Addition to Moline and Bailey Davenport's Addition to Moline on file in the Recorder's Office of Rock Island County, Illinois and as described in the Vacation Ordinance duly passed by the City Council of the City of Moline, Illinois and duly adopted on March 19<sup>th</sup>, 1928 and recorded in Book 241 on Deeds, on pages 138 and 139 as Documents number 254125 and 254126.

Situated in the City of Moline, County of Rock Island and State of Illinois. Excepting therefrom: That part of fractional Lots Four (4) and Five (5) in Block One (1) in that part of the City of Moline known as and called Wood (First) Addition and of a strip of land vacated by the City of Moline by Ordinance recorded in Book 241 of Deeds, page 439, Document Number 254126 in the Recorder's Office of Rock Island County, Illinois, which strip of land is adjacent to said Lot Five (5), described as follows: Commencing at the Southwest corner of said vacated strip of land, said corner being sixteen (16) feet Westerly of the Southwest corner of said Lot Five (5); thence Northerly along the Westerly line of said vacated strip, a distance of fifty-five (55) feet; thence Southeasterly on the arc of a circle curving to the left with a radius of fifty-four (54) feet, to a point fifteen (15) feet Northerly of the Southerly line of said Lot Five (5) measured at right angles thereof and forty-five (45) feet Easterly of the Westerly line of said vacated strip measured at right angles thereto; thence Southcasterly to a point in the Southerly line of said Lot Four (4), which is one hundred thirty (130) feet from the Southwest corner of said vacated strip; thence Westerly along the Southerly line of said Lots Four (4) and Five (5) and said vacated strip, a distance of One Hundred Thirty (130) feet to the place of beginning. Situated in the City of Moline, County of Rock Island and State of Illinois.

**EXCEPTING THEREFROM:** Part of Lots 4, and 5, Block 1, Wood's Addition in the City of Moline, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Lot 4; thence South 64°30'00" West along the South line of said Lot 4, a distance of 14.00 feet; thence South 74° West, a distance of 86.40 feet; thence along the arc of a circle concave Northerly, a distance of 17.45 feet, said arc has a chord bearing and distance of South 81°13'44" West, 17.37 feet with a radius of 54.00 feet; thence North 64°30'00" East, a distance of 115.61 feet to the East line of said Lot 4; thence South 25°49'46" East along the East line of said Lot 4, a distance of 20.00 feet to the point of beginning. For the purpose of this description the South line of said Lot 4 has been assigned the bearing of South 64°30'30" West.

**POST-CLOSING POSSESSION AGREEMENT  
FOR: 202 20<sup>th</sup> Street, MOLINE, ILLINOIS**

**WHEREAS**, the undersigned, **SPIEGEL MOVING & STORAGE, INC.**, an Illinois corporation, (hereinafter "**Seller**"), and the **CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), are the parties to a certain Agreement for Sale of Real Estate, dated the 20<sup>th</sup> day of November, 2015 pertaining to the above referenced property; and

**WHEREAS**, the Buyer has agreed to allow Seller to remain in possession of the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 202 20<sup>th</sup> Street, Moline, Illinois, after the closing; and

**WHEREAS**, the parties have reached agreement on terms for Seller to remain in possession post-closing and set forth those terms in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Seller will be permitted to retain possession of the subject premises from the date of closing until May 31, 2016. By 5:00 p.m. on May 31, 2016, Seller's operation shall cease and all associated personal property, inventory and equipment shall be vacated from the Property.
2. Prior to acceptance of possession, Buyer will be afforded a second "walk through" for determining compliance with this Agreement.
3. Seller will maintain the Property in good repair and will not purposefully damage or destroy the Property in any way. If Seller wishes to replace any damaged or inoperable equipment, appliances, fixtures, systems, or other personal property, he shall bear all costs. Seller shall retain possession of all equipment, appliances, fixtures, systems during the time that Sellers retain possession.
4. Possession of the Property must be delivered to Buyer by 5:00 p.m. on May 31, 2016, and, at such time, Seller shall have removed all personalty from the Property, vacated the Property, and delivered any remaining keys to Buyer.
5. From the date of closing, Buyer and its agents and representatives shall be entitled to inspect, test and examine the Property, which includes, but shall not be limited to, making investigation with regard to environmental requirements and environmental assessments such as Phase I environmental assessments, asbestos inspections, and, if Buyer deems necessary, Phase II environmental assessments. Neither Buyer nor any of its agents or representatives shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense.
6. Seller agrees to occupy the Property at Seller's sole risk and expense. Seller will

indemnify, defend, and hold harmless Buyer from all costs, suit, or expense, including injuries or damages, arising out of Sellers' occupation of the Property pursuant to this Agreement. Buyer will have no responsibility or liability whatever for any theft, loss, or damage to Seller's personal property or personal property of any third-party during the term of this Agreement, and Seller will make no claim of any nature against the Buyer for injuries, damages, or loss to Seller's person, property, or to third persons incurred as a result of Seller's occupation of the Property under this Agreement.

7. Seller, at its expense, is obligated to maintain a policy of insurance insuring his own personal property, in addition to a policy insuring the real property and naming Buyer as an additional insured to protect the Buyer from all damages to person or property on the premises resulting from accidents on the premises. Said policy shall contain language satisfactory to the Buyer pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances and shall include commercial general liability. Said policy shall remain in effect during the time that Seller remains in possession. Seller shall maintain any required workers' compensation insurance at his sole expense. Said policy or certificate shall be given to Buyer simultaneously with the execution of this Agreement.
8. The parties agree that Seller is not affiliated with the Buyer in any way and nothing in this Post-Closing Agreement may be construed to demonstrate any type of joint venture or cooperative relationship hereunder. Seller shall have exclusive responsibility for its use of the premises. Seller shall serve as the owner and operator of his business. Seller shall be responsible for all staffing, taxes, insurance and appropriate licensing associated with and necessary of the operation. Employees of Seller shall not be deemed employees of the Buyer for any purpose whatsoever. Seller shall be exclusively responsible for payment of all wages, salaries, taxes withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Seller shall not bring any cause of action alleging Buyer is the employer of any of Seller's employees, officers or agents and Seller shall indemnify, defend and hold harmless Buyer against all claims, losses, costs, or expenses associated with the employment of said employees by Seller.
9. The parties agree that they do not intend to create a relationship of landlord and tenant, but instead to grant to the Seller a license to use the Property for the time stated in this Agreement. If the Seller fails, for any reason, to deliver possession on the possession date, the license of Seller to occupy the Property will terminate on notice. Seller waives all notices required by law, and waives any defenses and consents to an immediate judgment for possession. Buyer may take any legal action necessary to obtain possession of the Property, including but not limited to, specific performance. Seller agrees to reimburse Buyer for all reasonable attorneys' fees and expenses Buyer may incur in enforcement of its rights under this Agreement.

Seller, as licensor, shall pay to Buyer, as licensee, a licensing fee of One and 00/100

Dollar (\$1.00). This amount shall be payable upon execution of this Agreement.

- 10. Seller is responsible for all utility payments during the time that he continues to occupy the Property under this Agreement.
- 11. If possession is not tendered to Buyer by 5:00 p.m. on May 31, 2016, Seller shall pay Buyer \$50.00 a day for each day that possession is withheld from Buyer after the specified date and time, not as rent, but as liquidated damages.
- 12. The terms and provisions of this Post-Closing Possession Agreement survive the closing.

IN WITNESS WHEREOF, **Spiegel Moving & Storage, Inc.**, an Illinois corporation, Seller, has caused this Post-Closing Possession Agreement to be executed this 20<sup>th</sup> day of November, 2015.

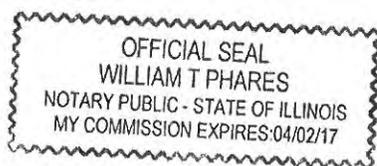
By:   
Kenneth Jack Spiegel, President

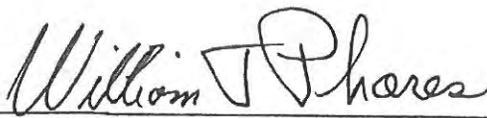
Attest:   
Thomas Scott Spiegel, Secretary

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

On this 20<sup>th</sup> day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Kenneth Jack Spiegel and Thomas Scott Spiegel, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of Spiegel Moving & Storage, Inc., executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of 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

IN WITNESS WHEREOF, The City of Moline has caused this Post-Closing Possession Agreement to be duly executed in its name and on behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Moline (Buyer)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. 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

Prepared by:

Amy L. Keys  
Deputy City Attorney  
City of Moline

## SCHEDULE A

### Legal Description

Fractional Lots number 4 and 5 in Block 1 in that part of the City of Moline known as and called Wood's Addition.

Also fractional Lots No. 4 and 5 in Block No. 1 in that part of the City of Moline known as and called Bailey Devenport's Addition, as said Fractional lots are known and designated upon the recorded plats of said Additions respectively on file in the Recorder's Office of Rock Island County, Illinois.

Also the East 16 feet of 20<sup>th</sup> Street from the North line of 3<sup>rd</sup> Avenue to a point 6 feet North of the South line of Second Avenue and the South 6 feet of Second Avenue from a point 15 feet West of the East line of 20<sup>th</sup> Street to a point 128 feet East of the East line of 20<sup>th</sup> Street in the City of Moline, as shown on the recorded Plats of Wood's Addition to Moline and Bailey Devenport's Addition to Moline on file in the Recorder's Office of Rock Island County, Illinois and as described in the Vacation Ordinance duly passed by the City Council of the City of Moline, Illinois and duly adopted on March 19<sup>th</sup>, 1928 and recorded in Book 241 on Deeds, on pages 138 and 139 as Documents number 254125 and 254126.

Situated in the City of Moline, County of Rock Island and State of Illinois. Excepting therefrom: That part of fractional Lots Four (4) and Five (5) in Block One (1) in that part of the City of Moline known as and called Wood (First) Addition and of a strip of land vacated by the City of Moline by Ordinance recorded in Book 241 of Deeds, page 439, Document Number 254126 in the Recorder's Office of Rock Island County, Illinois, which strip of land is adjacent to said Lot Five (5), described as follows: Commencing at the Southwest corner of said vacated strip of land, said corner being sixteen (16) feet Westerly of the Southwest corner of said Lot Five (5); thence Northerly along the Westerly line of said vacated strip, a distance of fifty-five (55) feet; thence Southeasterly on the arc of a circle curving to the left with a radius of fifty-four (54) feet, to a point fifteen (15) feet Northerly of the Southerly line of said Lot Five (5) measured at right angles thereof and forty-five (45) feet Easterly of the Westerly line of said vacated strip measured at right angles thereto; thence Southcasterly to a point in the Southerly line of said Lot Four (4), which is one hundred thirty (130) feet from the Southwest corner of said vacated strip; thence Westerly along the Southerly line of said Lots Four (4) and Five (5) and of said vacated strip, a distance of One Hundred Thirty (130) feet to the place of beginning. Situated in the City of Moline, County of Rock Island and State of Illinois.

**EXCEPTING THEREFROM:** Part of Lots 4, and 5, Block 1, Wood's Addition in the City of Moline, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Lot 4; thence South 64°30'00" West along the South line of said Lot 4, a distance of 14.00 feet; thence South 74° West, a distance of 86.40 feet; thence along the arc of a circle concave Northerly, a distance of 17.45 feet, said arc has a chord bearing and distance of South 81°13'44" West, 17.37 feet with a radius of 54.00 feet; thence North 64°30'00" East, a distance of 115.61 feet to the East line of said Lot 4; thence South 25°49'46" East along the East line of said Lot 4, a distance of 20.00 feet to the point of beginning. For the purpose of this description the South line of said Lot 4 has been assigned the bearing of South 64°30'30" West.

Council Bill/General Ordinance No. 3051-2015

Sponsor \_\_\_\_\_

AN ORDINANCE

MAKING appropriations for corporate purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

WHEREAS, pursuant to State statute, Illinois municipalities are required to adopt an annual appropriation ordinance setting forth the funds deemed necessary to pay the municipality's expenses and liabilities for the upcoming fiscal year; and

WHEREAS, adoption of this ordinance will meet the statutory requirement for the City of Moline's fiscal year 2016.

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

**Section 1** – That the following sums, or so much thereof as hereby may be authorized either by law or by ordinance, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Moline, Rock Island County, Illinois, for the fiscal year beginning January 1, 2016 and ending December 31, 2016; such appropriations are hereby made for the following objects and purposes:

<u>Fund</u>	<u>Appropriation</u>	<u>Amount Raised Other Than Taxation</u>	<u>Amount to be Raised by Taxation</u>
General	\$43,792,860	\$41,422,880	\$2,369,980
General Trust	\$447,000	\$447,000	\$0
SFOOR Grant	\$0	\$0	\$0
Tourism	\$160,000	\$160,000	\$0
Lead Hazard Grant	\$843,830	\$843,830	\$0
Homebuyer Grant	\$1,395	\$1,395	\$0
Trust Emergency Repair	\$30,740	\$30,740	\$0
Abandoned Prop Program	\$0	\$0	\$0
NSP2 Grant	\$77,080	\$77,080	\$0
Attorney General Grant	\$150,000	\$150,000	\$0
Blight Reduction Program	\$350,000	\$350,000	\$0
Library	\$3,317,025	\$587,680	\$2,729,345
Park	\$3,753,090	\$1,082,090	\$2,671,000
Motor Fuel Tax	\$4,819,440	\$4,819,440	\$0
CDBG	\$661,740	\$661,740	\$0
Revolving Loan	\$222,375	\$222,375	\$0
TIF #1	\$3,284,925	\$3,284,925	\$0
TIF #2	\$237,950	\$237,950	\$0
TIF #3	\$56,015	\$56,015	\$0

TIF #4	\$416,620	\$416,620	\$0
TIF #5	\$495,035	\$495,035	\$0
TIF #6	\$118,135	\$118,135	\$0
TIF #7	\$3,641,175	\$3,641,175	\$0
TIF #9	\$8,055	\$8,055	\$0
TIF#8	\$35,000	\$35,000	\$0
TIF#10	\$141,375	\$141,375	\$0
Special Service Area #5	\$177,485	\$37,000	\$140,485
Special Service Area #6	\$258,415	\$0	\$258,415
TIF#11	\$3,069,440	\$3,069,440	\$0
TIF#12	\$147,740	\$147,740	\$0
TIF#13	\$0	\$0	\$0
Water	\$9,242,120	\$9,242,120	\$0
Water Pollution Control	\$26,208,490	\$26,208,490	\$0
Stormwater Utility	\$1,015,500	\$1,015,500	\$0
Fire Pension	\$7,631,375	\$3,057,200	\$4,574,175
Reher Art Gallery	\$50,500	\$50,500	\$0
Perpetual Care	\$13,520	\$13,520	\$0
Park/Cemetery Gifts	\$12,000	\$12,000	\$0
Foreign Fire Insurance	\$48,000	\$48,000	\$0
Police Pension	\$7,082,030	\$7,082,030	\$3,542,595
Library Trust Fund	\$80,000	\$80,000	\$0
Health Insurance	\$7,181,240	\$7,181,240	\$0
OPEB Retirement Fund	\$500,000	\$500,000	\$0
Information Technology	\$1,289,090	\$1,289,090	\$0
Public Safety Equip	\$208,025	\$208,025	\$0
Liability	3,932,920	\$3,932,920	\$0
Fleet Services	\$4,771,095	\$4,771,095	\$0
Sanitation	\$2,445,535	\$2,445,535	\$0
Debt Service	\$3,100,000	\$3,100,000	\$0
2007 Escrow	\$144,000	\$144,000	\$0
Capital Improvement	\$8,105,000	\$8,105,000	\$0
	\$153,774,380	\$137,488,385	\$16,285,995

**Section 2** – That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, 65 ILCS Articles 1 and 8 of Act 5; provided, however, any limitations set forth herein in conflict with this Ordinance shall not be applicable to the Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and for the purposes of this Ordinance, “taxation” shall mean real property tax levy only.

**Section 3** – That this Appropriation Ordinance has been enacted only after the City Council gave proper notice of a public hearing at least ten days prior thereto, made the documents upon which the Appropriation Ordinance is based available for public inspection at least ten days prior to said public hearing, and held a public hearing at 6:45 p.m. on December 1, 2015, City of Moline, City Hall, 619 16<sup>th</sup> Street, Moline, Illinois.

**Section 4** – That the City Clerk is hereby directed to publish in pamphlet form within ten days from the date of passage at least twenty-five (25) copies of the Ordinance and to make available for public inspection said copy in the Office of the City Clerk during normal business hours. Publication in pamphlet form shall not delay the effective date of this Ordinance.

**Section 5** – That this Ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney