



MOLINE CITY COUNCIL AGENDA

Tuesday, January 26, 2016

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Liddell

Roll Call

Consent Agenda

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

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

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of January 12, 2016.

Second Reading Ordinances

1. Council Bill/General Ordinance 3001-2016

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 removing one on-street stall at 1150 14th Avenue.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: N/A

2. Council Bill/Special Ordinance 4003-2016

A Special Ordinance awarding certain contracts for water treatment chemicals to be used by the Department of Public Works for the calendar year 2016 and authorizing the Utilities General Manager to execute the necessary contract documents for purchase of said water treatment chemicals in the quantities needed.

Explanation: City staff recommends awarding the annual contracts to the lowest responsive and responsible bidders that meet specifications for each water treatment chemical. In the case of polymers and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench and plant-scale testing determines that satisfactory performance can be obtained from alternate water treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency. Additional documentation attached.

Fiscal Impact: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

Public Notice/Recording: N/A

Resolutions

3. Council Bill/Resolution 1004-2016

A Resolution authorizing approval of a Reconciliation Change Order with Hoerr Construction, Inc. for Project #1225, 2015 Lining Program, in the amount of \$21,727.60.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$21,727.60. 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 \$117,088.00 by 18.6% to \$138,815.60.

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

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
Utility Tax				
Water				
WPC	70,000.00	92,964.00	3,346.60	96,310.60
Storm	125,000.00	24,124.00	18,381.00	42,505.00

\$195,000.00 \$117,088.00 \$21,727.60 \$138,815.60

Public Notice/Recording: N/A

4. Council Bill/Resolution 1005-2016

A Resolution authorizing the Information Technology Manger to accept a quotation with CDW-G for a Tegile T3600 Flash Storage Array and a 3-year maintenance plan in the amount of \$70,000.

Explanation: The City’s network storage currently resides on two NetApp SAN (Storage Area Network) devices. The NetApp 2020 was purchased in 2009 and NetApp 2040 in 2011. The former is effectively end of life because it does not support newer versions of the operating system. In addition to eight Terabytes of additional network storage space, this Tegile all-flash SAN will provide the City’s network with a much needed upgrade in IOPS (Input/output Operations per Second), which will greatly improve the performance of the City’s virtual server environment. After comparing costs of expansion shelves and annual support from all solutions, the Tegile solution from CDW-G has the lowest cost of ownership over 10 years and therefore is the lowest responsive and responsible bid. Staff recommends purchase of the Tegile T3600 All Flash SAN for \$53,500 and Council voted to add the three-year maintenance plan; the combined total cost is \$70,000. Additional documentation attached.

Fiscal Impact: \$70,000: \$52,000 budgeted in account # 443-0425-417.07-02; Remainder from IT Reserves if required.

Public Notice/Recording: N/A

5. Council Bill/Resolution 1006-2016

A Resolution Authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and ShiveHattery for a Structural Study of the Prospect Park Pavilion.

Explanation: At Council’s direction, staff solicited a proposal to provide a comprehensive structural analysis of the Prospect Park Pavilion to determine the cause of the Pavilion’s recent movement and to identify estimated costs of the appropriate corrective measures. ShiveHattery proposes to provide this service for the not-to-exceed price of \$23,000.00.

Fiscal Impact: This is an unbudgeted expense; however funds are available in account #510-9957-438.03-22, Capital Improvement Fund, Professional/Technical

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

Resolutions

6. Council Bill/Resolution 1007-2016

A Resolution Authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Lyle Sumek for Strategic Planning and Goal Setting.

Explanation: At Council’s direction, staff solicited a proposal for Strategic Planning and Goal Setting. Lyle Sumek proposes to provide this service for the price of \$14,500.00 plus travel expenses.

Fiscal Impact: This is a budgeted expense in #010-0111-411.03-22

Public Notice/Recording: N/A

CB 1007		
Council Member	Aye	Nay
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

First Reading Ordinances

7. Council Bill/General Ordinance 3002-2016

An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter.

Explanation: It is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents. In November 2015, the City Council for the City of Moline passed and approved Ordinance No. 3040-2015, which was a complete rewrite of Section 8-1401 of the Moline Code of Ordinances entitled, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION.” City staff recommends a further amendment to Section 8-1401 of the Moline Code of Ordinances that will allow for those Electrical Contractors who are licensed or registered in another city in Illinois to present such license or registration to register as an Electrical Contractor in the City of Moline, so long as they sign an affidavit stating they have worked for a minimum of five (5) years as an Electrical Contractor. These individuals will not be required to provide proof of testing. If these individuals have passed one of the stated tests, they may inform the City of Moline of it in their affidavit, but it will not be required for registration. The amendment to Section 8-1401 will provide clarity to the requirement in the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

8. Council Bill/Special Ordinance 4004-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project.

Explanation: The City entered into a development agreement with S.J. Russell L.C. (Developer) for The Point redevelopment project (Project) on May 5, 2015. The agreement required Developer to purchase the Project property from the City by December 31, 2015, and scheduled estimated time periods for commencement of civil/infrastructure improvements and Phase 1 construction as Spring and Summer 2016, respectively. Developer has requested that the Project property purchase date be extended to March 31, 2016, to allow Developer to purchase the property closer to the estimated time period that construction is to commence. This proposed amendment revises the development agreement by extending the deadline for purchase of the property from December 31, 2015 to March 31, 2016. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

9. Council Bill/Special Ordinance 4005-2016

A Special Ordinance authorizing a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings

he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

Explanation: Section 2-2205(a) of the Moline Code of Ordinances provides that any alderman who is absent from more than five City Council meetings during a municipal year shall be assessed an administrative fee of \$100.00 per absence in excess of five. Due to First Ward Alderman Quentin Rodriguez's recent deployment, he has requested that his aldermanic pay be suspended for any meetings he is unable to attend during his deployment, through May, 2016, in lieu of being assessed the administrative fee for any missed meeting(s) in excess of five during the deployment.

Fiscal Impact: N/A

Public Notice/Recording: N/A

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)

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 removing one on-street stall at 1150 14th Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on January 5, 2016; and

WHEREAS, the request meets the criteria for removing said parking 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 by removing one on-street stall at 1150 14th Avenue.

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

Council Bill/Special Ordinance No. 4003-2016

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for water treatment chemicals to be used by the Department of Public Works for the calendar year 2016; and

AUTHORIZING the Utilities General Manager to execute the necessary contract documents for purchase of said water treatment chemicals in the quantities needed.

WHEREAS, bids were received through the Bi-State Regional Commission for various water treatment chemicals to be used by the Water and Water Pollution Control Divisions; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded to the lowest responsive and responsible bidders meeting the specifications, as follows:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,620.00/ton.
2. Carbon to Thatcher Company of Montana, Inc., P.O. Box 27407, Salt Lake City, Utah 84127. Price \$1,460.00/ton.
3. Chlorine (Liquid) to Viking Chemical Company, 1827 18th Avenue, P.O. Box 1595, Rockford, IL 61110-0095. Price \$360.00/ton.
4. Chlorine (Sodium Hypochlorite) to Vertex Chemical Corporation, 11685 Manchester Road, St. Louis, Missouri 63131. Price \$0.65/gallon.
5. Hydrofluorosilic Acid to Mosaic Crop Nutrition, LLC, 13830 Circa Crossing Drive, Lithia, Florida 33547. Price \$426.00/ton.
6. Lime to Mississippi Lime Company, 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$184.80/ton.
7. Liquid Carbon Dioxide to Praxair, Inc., 7000 High Grove Blvd, Burr Ridge, IL 60527. Price \$120.00/ton.
8. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, Kansas 66049. Price \$236.00/ton.
9. Potassium Permanganate to Carus Corporation, 315 5 Street, Peru, Illinois 61354. Price \$3,600.00/ton.

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench and plant scale testing determines that satisfactory performance can be obtained from alternate water treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Hawkins, Inc. 300 S. 14th Avenue, Eldridge, Iowa 52748.
2. Various Polymers to Solenis, 520 Blazer Parkway, Dublin, Ohio 43017.
3. Filter Aid Polymer to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
4. Sodium Polyphosphate to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
5. Clarifloc Polymer to Polydyne Inc., One Chemical Plant Road, Riceboro, Georgia 31323.

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

Section 1 – That certain contracts be awarded for water treatment chemicals to be used by the Department of Public Works for the calendar year 2016 and the Utilities General Manager is hereby authorized to execute the necessary contract documents; provided, however, that said contract documents 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.

Section 2 – That this ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

JOINT PURCHASING COUNCIL

A Program of the Bi-State Regional Commission

1504 Third Avenue, P.O. Box 3368

Rock Island, Illinois 61204-3368

Phone (309) 793-6300 Fax (309) 793-6305

MEMORANDUM

TO: Buffalo – Tanna Leonard/Jamie Brooks/Art Horst
Coal Valley -Steve Mullen/
Colona - Rick Crew/Mike Stephens
East Moline - Leath “Chip” Drake/Dave Busch
Moline - Dave Owens
Rock Island – Larry Cook
Silvis - Jim Grafton

FROM: Patty Pearson, Purchasing Coordinator

DATE: November 5, 2015

RE: **2016 Water Treatment Chemicals Bid Results**

Attached for your information and review is the 2016 Water Treatment Chemicals bid tabulation, vendor contact information & cost comparison spreadsheet for the bid opened on Thursday, October 29, 2015. This year all information related to the bid has been loaded up to MediaFire. Paper copies will not be made. You will find the bid tabulation, the cost comparison spreadsheet, vendor contact information, and copies of all bids and vendor supplied information. It is my understanding that each participating government will contact the low bidders regarding any additional information (material safety data sheets or chemical specifications) and/or chemicals for testing that is needed for items bid for that city.

Please notify me once your review and testing are complete and your city has accepted the supplier(s) for your respective chemicals. I would like to send preliminary bid results to the rest of the Joint Purchasing Council members by November 19th. I would like to send the suppliers the bid results and indicate the awarded bidders by December 1, 2015 if possible.

I have again enclosed a Excel spreadsheet comparing this bid to last year’s bid prices. I used this year’s low bid for each chemical. This is a wide form, as I have left all previous years information. You may manipulate it for your own purposes.

If you have any questions, call me at 793-6302, extension 138 or e-mail me a ppearson@bistateonline.org

Thank you for your assistance.

PAP

WATER CHEM\2016\BID RESULTS LETTERS

Iowa: Bettendorf, Buffalo, Davenport, LeClaire, Muscatine, Muscatine, County, Scott County, Waste Commission of Scott County, Walcott; Illinois: Aledo, Alpha, Carbon Cliff, Coal Valley, Colona, Cordova, East Moline, Geneseo, Hampton, Hillsdale, Milan, Moline, Port Byron, Rapids City, Rock Island, Silvis, Henry County, Rock Island County, Sherrard, i Wireless Center and Rock Island Tri-County Consortium

2016 Water Treatment Chemicals – October 29, 2015 - Bid opening

SUPPLIER	COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck		
Affinity Chemical, LLC	\$329.95/ton	\$527,920.00
USALCO Michigan City Plant, LLC	\$396.56	\$634,496.00
Univar USA	\$450.00/ton – See Note 9	\$720,000.00
Harcros Chemicals	\$480.00/dry ton	\$768,000.00
Rowell Chemical Corporation	\$490.00/dry ton	\$784,000.00
Chemtrade Chemicals U.S., LLC	\$528.00/dry ton – See Note 3	\$844,800.00
2. Anhydrous Ammonia - Bulk tank truck		
Tanner Industries	\$.81/lb.	\$69,660.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck		
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags		
CEI – Carbon Enterprises, Inc.	\$.30/lb.	\$7,800.00
5. Caustic Soda - bulk tank truck		
Alexander Chemical Corporation, A Carus Company	\$466.00/ton	\$151,450.00
Brenntag Great Lakes	\$469.00/dry ton	\$152,425.00
Rowell Chemical Corporation	\$470.00/dry ton	\$152,750.00
Univar USA	\$490.00/ton (Full 48,000/loads) – See Note 9	\$159,250.00
Brenntag Mid-South, Inc.	\$495.00/dry standard ton	\$160,875.00
KA Steel Chemicals	\$495.00/dry ton	\$160,875.00
Vertex Chemical Corporation	\$510.00/dry standard ton – See Note 10	\$165,750.00
Harcros Chemicals	\$536.00/dry ton	\$174,200.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds		
Cabot Norit Americas, Inc.	\$.60/lb. – See Note 1	\$72,000.00
Thatcher Company of Montana, Inc.	\$.73/lb.	\$87,600.00
Standard Carbon d/b/a Standard Purification	\$.829/lb. – See Note 8	\$99,480.00
Calgon Carbon Corporation	\$.85/lb. – See Note 2	\$102,000.00
West Rock MWV LLC, Ingevity Chemical Division	\$.89/lb.	\$106,800.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift		
Cabot Norit Americas, Inc.	\$1,360.00/ton – See Note 1	\$40,800.00
Standard Carbon d/b/a Standard Purification	\$1,627.00 – See Note 8	\$48,810.00
Calgon Carbon Corporation	\$1,820.00/ton – See Note 2	\$54,600.00
Harcros Chemicals	\$3,000.00/ton	\$90,000.00

SUPPLIER	COST PER UNIT	TOTAL
8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.		
Cabot Norit Americas, Inc.	\$.64/lb. – See Note 1	\$96,000.00
Thatcher Company of Montana, Inc.	\$.77/lb. (sample sent)	\$115,500.00
Calgon Carbon Corporation	\$.85/lb. – See Note 2	\$127,500.00
Standard Carbon d/b/a Standard Purification	\$.915/lb.	\$137,250.00
WestRock MWV LLC, Ingevity Chemical Division	\$.92/lb.	\$138,000.00
9. Chlorine (Gas) 150 lb. Cylinders		
Viking Chemical Co.	\$.32/lb. or \$48.00/cyl. – No sales to East Moline – See Note 11	\$11,952.00
Hawkins, Inc.	\$.34/lb.	\$12,699.00
Brenntag Mid-South, Inc.	\$.355/lb. – No Sales to East Moline Pool	\$13,259.25
DPC Enterprises L.P.	\$.60/lb. or \$90.00 cyl – No sales to East Moline	\$22,410.00
Airgas North Central	\$2.30/lb. or \$345.00/ea	\$85,905.00
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
Alexander Chemical Corporation, A Carus Company	\$.81/gallon – Rock Island & Moline only	\$148,230.00
Vertex Chemical Corporation	\$.65/gallon – See Note 10	\$177,450.00
KA Steel Chemicals	\$.659/gallon – See Note 4	\$179,907.00
Rowell Chemical Corporation	\$.71/gallon	\$193,830.00
DPC Enterprises, L.P.	\$.85/gallon	\$232,050.00
Harcros Chemicals	\$.90/gallon	\$245,700.00
Brenntag Great Lakes	\$1.03/gallon	\$281,190.00
Univar USA	\$1.065/gallon – See Note 9	\$290,745.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Viking Chemical Company	\$360.00 – See Note 11	\$39,240.00
Alexander Chemical Corporation, A Carus Company	\$398.00/ton	\$43,382.00
Brenntag Mid-South, Inc.	\$407.00	\$44,363.00
DPC Enterprises, L.P.	\$520.00/dry ton	\$56,680.00
Airgas North Central	\$1,900.00/ea	\$207,100.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Brenntag Great Lakes	\$.90/lb.	\$2,340.00
Viking Chemical Company	\$.90/lb. or \$45.00 – 50 lb. bag – See Note 11	\$2,340.00
Harcros Chemicals	\$.99/lb.	\$2,574.00
Hawkins, Inc.	\$1.00/lb. – 50 lb. bag	\$2,600.00
Brenntag Mid-South, Inc.	\$1.10/lb.	\$2,860.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
Brenntag Great Lakes	\$1.54/lb.	\$9,240.00
Univar USA	\$1.72/lb. – See Note 9	\$10,320.00
Water Solutions Unlimited	\$1.94/lb.	\$11,640.00
Brenntag Mid-South, Inc.	\$2.18/lb.	\$13,080.00
Harcros Chemicals	\$2.99/lb.	\$17,940.00

SUPPLIER	COST PER UNIT	TOTAL
14. Hydrofluosilicic Acid - bulk tank truck		
Brenntag Mid-South, Inc.	\$3.79 (This is what they bid – pap)	\$2,671.95
Viking Chemical Company	\$.299 – East Moline Only – See Note 11	\$22,425.00
Hawkins, Inc.	\$.30/lb. – East Moline only	\$22,500.00
Mosaic Global Sales, LLC	\$.213/lb. – Rock Island & Moline only – See Note 6	\$34,612.50
Alexander Chemical Corporation, A Carus Corporation	\$.226/lb. – Rock Island & Moline only	\$36,725.00
Rowell Chemical Corporation	\$.2435/lb. – Rock Island & Moline only	\$39,568.75
Univar USA	\$.244/lb. – Rock Island & Moline only – See Note 9	\$39,650.00
Brenntag Great Lakes	\$.221/lb. – Total amount reflects a bid for all participants	\$52,487.50
15. Hydrofluosilicic Acid - 15 gallon buckets		
Water Solutions Unlimited	\$3.64/gallon	\$2,566.20
Hawkins, Inc.	\$.36/lb. = \$3.65/gallon	\$2,573.25
Viking Chemical Company	\$3.88/gallon – See Note 11	\$2,735.40
Brenntag Great Lakes	\$.54/lb.	\$3,906.00
Harcros Chemicals	\$.57/lb. = \$5.85/gallon	\$4,124.25
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$.09240/lb. = \$184.80/ton	\$175,560.00
Carmeuse Lime & Stone	\$.122135/lb. = \$244.27/ton	\$232,056.50
Harcros Chemicals	\$.19/lb.	\$361,000.00
17. Liquid Carbon Dioxide – Tank Supply		
Praxair, Inc.	\$.06/lb. – See Note 7	\$22,500.00
Airgas North Central	\$.075/lb.	\$28,125.00
Lhoist North America of Missouri, Inc.	\$236.80/ton – See Note 5	\$224,960.00
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc.	\$.118/lb.	\$33,630.00
Chemtrade Chemicals US, Inc.	\$.138/wet lbs. – See Note 3	\$39,330.00
Harcros Chemicals	\$.19/lb.	\$54,150.00
19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$.57	\$1,140.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Marubeni Specialty Chemicals	\$1.82/lb. delivered	\$6,734.00
Viking Chemical Company	\$1.89 – 55 gallon drum – See Note 11	\$6,993.00
Shannon Chemical Corporation	\$2.77/lb.	\$10,249.00

SUPPLIER	COST PER UNIT	TOTAL
21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
Carus Corporation	\$1.80/lb.	\$27,540.00
Marubeni Specialty Chemicals	\$1.82/lb. delivered	\$27,846.00
Viking Chemical Company	\$1.89/lb. – See Note 11	\$28,917.00
Water Solutions Unlimited	\$2.52/lb.	\$38,556.00
Shannon Chemical Corporation	\$2.77/lb.	\$42,381.00
Harcros Chemicals	\$3.32/lb.	\$50,796.00
American International Chemical	\$3.97/Kg - \$99.25/pail	\$60,741.00
Univar USA	\$4.14/lb. – See Note 9	\$63,342.00
22. Aqua Mag – 55 gallon drums		
Viking Chemical Company	\$.55/lb. – Aqua King 1700 – See Note 11	\$1,724.25
Carus Corporation	\$.56/lb.	\$1,755.60
Hawkins, Inc.	\$.60/lb.	\$1,881.00
Shannon Chemical Corporation	\$.727/lb.	\$2,279.15
23. Liquid Phosphoric Acid – Bulk tank truck		
Brenntag Great Lakes	\$.495/lb.	\$22,275.00
Carus Corporation	\$.496/lb.	\$23,320.00
Brenntag Mid-South, Inc.	\$.54/lb.	\$24,300.00
Shannon Chemical Corporation	\$.557/lb.	\$25,065.00
Harcros Chemicals	\$.59/lb.	\$26,550.00
24. Liquid Ferric Chloride – Bulk Tank Truck		
Harcros Chemicals	\$.19/lb. x 30,000 lbs. =	\$5,700.00
PVS Technologies, Inc.	\$.118/liquid lb. x 30,000 lbs. = \$3,540.00 Gallon Pricing - \$1.375/gallon =	\$41,250.00
Kemira Water Solutions	\$1.45/gallon	\$43,500.00
25. Liquid Sodium Bisulfite - Totes		
Viking Chemical Company	\$1.51/gallon – See Note 11 (Viking Bid - \$1.51 x 15,000 gallons = \$22,650.00 – pap)	\$1,989.00
Brenntag Great Lakes	\$.155/lb. x 15,000 lbs. =	\$2,325.00
Harcros Chemicals	\$.245/lb. x 15,000 lbs. =	\$3,675.00
Brenntag Mid-South, Inc.	\$2.34/gallon	\$35,100.00

No Bids

- 1. Continental Carbonic**
- 2. Linwood Mining & Minerals**
- 3. Nalco Company**
- 4. Pencco, Inc.**
- 5. SNF Polydyne, Inc.**

NOTES

1. Cabot Norit Activated Carbon – See cover letter and provisions to the specifications.
2. Calgon Carbon Corporation – Bid for Items #6, 7, and 8 are for Calgon Carbon's Type Pulsorb WP 220-90 powdered activated carbon. Samples have been sent under separate cover. Affidavit of Compliance. Specification Sheet and MSDS are attached. Calgon Carbon will be taking exception to the Ash spec of 10 Max.
3. Chemtrade Chemicals US, LLC – Chemtrade Chemicals does not accept credit card payments. Terms – Net 30 days after receipt of order.
4. KA Steel Chemical – Price for Sodium Hypochlorite is based on minimum 4,500 gals per shipment as requested in bid documents delivered to one tank at facility. Price for Sodium Hydroxide is based on minimum 12.06 dry tons equal to 47,000 wet lbs. per shipment to one tank at facility. Payment Terms: Net 30 days. Yes, we accept credit cards as a form of payment for shipments delivered to facility at no additional charge. Lead Time: 1-2 day notice is preferred, but KASC, we are able to make deliveries next day or same day if needed in an emergency as requested.
5. Lhoist North America of Missouri, Inc. – Additional truck fuel surcharge based on rate at time of shipment applies. Material per attached product specification sheet.
6. Mosaic Global Sales, LLC – Above price is based on 23% assay adjusted basis and 40,000/lb. minimum releases.
7. Praxair, Inc. – See exceptions to the bid specifications contained in the bid response letter attached to the bid. See Customer-owned Tank Checklist attached to bid. Checklist must be completed before Praxair fills your tank.
8. Standard Carbon d/b/a Standard Purification – Does not accept credit cards.
9. Univar USA – Univar provided no totals for items specified. See additional notes on bid cover letter.

 #5 Caustic Soda – Full 48,000 loads

 #14 price is based on 23% assay adjusted basis, and 40,000 lb. minimum releases.
 No bid East Moline.
10. Vertex Chemical Corporation – See attached quotation information attached to the bid.
11. Viking Chemical Company – Does not accept credit cards. Next day delivery is standard, usually no longer than 48 hours.

CHEMICAL VENDORS FOR 2016

CHEMICAL	VENDOR	2015 UNIT COST	2016 UNIT COST
AMMONIA	TANNER INDUSTRIES, INC.	\$1,620.00/ton	\$1,620.00/ton
CARBON	THATCHER COMPANY OF MONTANA INC.	\$1,480.00 /ton	\$1460.00/ton
CHLORINE (Liquid – 1-Ton Containers)	VIKING CHEMICAL COMPANY	\$367.00/ton	\$360.00/ton
CHLORINE (Sodium Hypochlorite)	VERTEX CHEMICAL CORPORATION	\$0.640/gal	\$0.65/gal
FLUORIDE	MOSAIC CROP NUTRITION, LLC	\$472.00/ton	\$426.00/ton
LIME	MISSISSIPPI LIME	\$179.89/ton	\$184.80/ton
LIQUID CARBON DIOXIDE	PRAXAIR	\$97.00/ton	\$120.00/ton
LIQUID FERRIC SULFATE	KEMIRA WATER SOLUTIONS, INC.	\$202.40/ton	\$236.00/ton
POLYMER - ANIONIC	HAWKINS, INC.	\$3680.00/ton	\$3680.00/ton
POLYMER - CATIONIC	SOLENIS	\$2,100.00/ton	\$2100.00/ton
CATIONIC FILTER AID	CARUS CORPORATION	\$2,140.00/ton	\$2140.00/ton
POLYMER – NORTH SLOPE	SOLENIS	\$2,440.00/ton	\$2,440.00/ton
POLYMER – SOUTH SLOPE	SOLENIS	\$4,100.00/ton	\$4,100.00/ton
POLYMER – SOUTH SLOPE	POLYDYNE INC.	\$2,100.00/ton	\$2,100.00/ton
POTASSIUM PERMANGANATE	CARUS CORPORATION	\$3,760.00/ton	\$3600.00/ton
SODIUM POLYPHOSPHATE	CARUS CORPORATION	\$1,260.00/ton	\$1260.00/ton

Vendor Contact List

2016 Water Treatment Chemical

Carus Corporation

315 Fifth Street
Peru, IL 61354
Representative: Barbie Smith, Bid Manager
Telephone: (800) 435-6856
Fax: (815) 224-6697
Email: bids@caruscorporation.com

Hawkins, Inc.

300 S. 14th Avenue
Eldridge, IA 52748
Representative: Brian J. Schumacher
Telephone: (563) 285-6234
Fax: (563) 285-6240
Email: brian.schumacher@hawkinsinc.com

Kemira Water Solutions, Inc.

4321 W. 6th Street
Lawrence, KS 66049
Representative: Christina Imbrogno
Telephone: (800) 879-6353
Fax: (785) 842-2629
Email: kwsna.bids@kemira.com

Mississippi Lime Company

3870 S. Lindbergh Blvd, Ste 200
St. Louis, MO 63127
Representative: Eric Van Rens, Vice President
Telephone: (800) 437-5463
Fax: (314) 543-6573
Email: sales@mississippilime.com

Mosaic Global Sales, LLC

13830 Circa Crossing Drive
Lithia, FL 33547
Representative: Jennifer Lehman
Telephone: (800) 578-7891
Fax: (813) 571-6915
Email: FSA.group@mosaicco.com

Praxair, Inc.

7000 High Grove Blvd
Burr Ridge, IL 60527
Representative: Diane M. McAvoy
Telephone: (630) 320-4166
Fax: (630) 320-4507
Email: municipalbids@praxair.com

Tanner Industries, Inc.

735 Davisville Road
Southampton, PA 18966
Representative: Matt Tanner
Telephone: (215) 322-1238
Fax: (215) 322-7791
Email: sales@tannerind.com

Thatcher Company of Montana, Inc.

P.O. Box 27407
Salt Lake City, UT 84127-0407
Representative: Craig N. Thatcher, President
Telephone: (877) 857-0392
Fax: (406) 721-3489
Email: jimp@tchem.com / wendy.richmond@tchem.com

Vertex Chemical Corporation

11685 Manchester Road
St. Louis, MO 63131
Representative: Tracy Lewis
Telephone: (800) 222-1915
Fax: (612) 225-6720
Email: tracy.lewis@vertexchem.com

Viking Chemical Company

1827 18th Avenue / P.O. Box 1595
Rockford, IL 61110-0095
Representative: Geza Ehrentreu
Telephone: (815) 397-0500
Fax: (815) 397-8865
Email: orders@vikingchemical.com /
geza@vikingchemical.com

Council Bill/Resolution No. 1004-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Hoerr Construction, Inc. for Project #1225, 2015 Lining Program, in the amount of \$21,727.60.

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 \$21,727.60; 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 \$117,088.00 by 18.6% to \$138,815.60.

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 Hoerr Construction, Inc. for Project #1225, 2015 Lining Program, in the amount of \$21,727.60; 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

January 26, 2016
Date

Passed: January 26, 2016

Approved: February 2, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Information Technology Manager to accept a quotation from CDW-G for a Tegile T3600 Flash Storage Array and a 3-year maintenance plan in the amount of \$70,000.

WHEREAS, the City's network storage currently resides on two NetApp SAN (Storage Area Network) devices; and

WHEREAS, the NetApp 2020 was purchased in 2009 and is effectively end of life because it does not support newer versions of the operating system; and

WHEREAS, City staff published an RFP for a "new Flash SAN Array" with minimum specifications and received five responses on Wednesday, December 30, 2015; and

WHEREAS, the Tegile T3600 solution presented by CDW-G has the lowest cost of ownership over 10 years and therefore was the lowest responsive and responsible bid; and

WHEREAS, in addition to eight Terabytes of additional network storage space, this Tegile all-flash SAN will provide the City's network with a much needed upgrade in IOPS (Input/output Operations Per Second), which will greatly improve the performance of the City's virtual server environment; and

WHEREAS, Council directed staff to purchase the three-year maintenance plan.

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

That the Information Technology Manager is hereby authorized to accept a quotation from CDW-G for a Tegile T3600 Flash Storage Array and a 3-year maintenance plan in the amount of \$70,000; provided, however, that said quotation 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

January 26, 2016

Date

Passed: January 26, 2016

Approved: February 2, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GSMX898	4075578	1/13/2016

BILL TO:
 CITY OF MOLINE
 619 16TH ST

SHIP TO:
 CITY OF MOLINE
 Attention To: IT DEPT
 619 16TH ST

Accounts Payable
 MOLINE , IL 61265-2121

MOLINE , IL 61265-2121
 Contact: NATE SCOTT 309.524.2292

Customer Phone #309.797.0745

Customer P.O. # TEGILE T3600 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN SACHASCHIK 866.339.5849		DROP SHIP-GROUND	MasterCard/Visa Govt	E9993695107
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3567108	TEGILE T3600 ALL FLASH DC 4X E52450 Mfg#: T3600 Contract: MARKET	42,500.00	42,500.00
2	3830735	TEGILE 10GBPS ETHERNET 2PORT SFP+ Mfg#: CARD-10G-E-2-OPT Contract: MARKET	500.00	1,000.00
1	3688711	TEGILE 3YR MNT NBD PARTS 24X7 T3600 Mfg#: T3600-3YR-NBD Contract: MARKET Electronic distribution - NO MEDIA	26,500.00	26,500.00
			SUBTOTAL	70,000.00
			FREIGHT	0.00
			TAX	0.00
				US Currency

TOTAL 70,000.00

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.705.9144

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Council Bill/Resolution No. 1006-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and ShiveHattery for a Structural Study of the Prospect Park Pavilion.

WHEREAS, staff solicited a proposal to provide a comprehensive structural analysis of the Prospect Park Pavilion to determine the cause of the Pavilions recent movement and identify estimated costs of the appropriate corrective measures; and

WHEREAS, ShiveHattery proposes to provide this service for the not-to-exceed price of \$23,000.00.

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 Professional Services between the City of Moline and ShiveHattery for a Structural Study of the Prospect Park Pavilion; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 26, 2016

Date

Passed: January 26, 2016

Approved: February 2, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PROFESSIONAL SERVICES AGREEMENT

ATTN: Scott Hinton
CLIENT: City of Moline, IL
1630 8th Avenue
Moline, IL 61265

PROJECT: Moline Prospect Park Pavilion Structural Study

PROJECT LOCATION: Moline, IL

DATE OF AGREEMENT: December 23, 2015

PROJECT DESCRIPTION

We understand your project is a structural review of the Prospect Park Pavilion in Moline, IL. The extent of the work is to determine the significance of the deterioration and what options are available for repair. Further, it has been requested that a detailed cost opinion be developed for repair work.

SCOPE OF SERVICES

We will provide the following services for the project:

Structural and Geotechnical Engineering

These services will consist of the following tasks:

1. Structural Engineering:
 - A. Field observation and structural survey
 - B. Analysis of the existing structure
 - C. Coordination with the Geotechnical Engineer
 - D. Determine adequacy of the pavilion structure and possible repair requirements and recommendations
 - E. Develop cost opinion for repairs
 - F. Coordination with local contractors to confirm cost opinion
 - G. Provide a final report and meet with client one (1) time to discuss our findings.

2. Geotechnical Engineering

The Geotechnical engineering has been split into two (2) phase, they are as follows:

- A. The first phase we propose would be to perform an exploratory boring upslope of the pavilion to determine the soil profile, and if the subsurface conditions are such that slope movement would be possible. We will also use this information to evaluate the depth to terminate the inclinometer casing (if that option is selected) so that it will be fixed into stable material. We anticipate the boring will extend to a depth of about 30 feet below grade. For this portion of the project, this will include a geotechnical engineering report summarizing our findings.
- B. If the city would like to document any slope movement, our second phase would be to



install an inclinometer casing, and a subsurface water observation well at one location. The inclinometer casing has two perpendicular sets of slots that run the interior length of the casing, and are used to align the inclinometer when taking readings. The bottom of the casing extends into stable material, and the annulus around the casing is grouted in place. Once the grout sets, the initial/baseline reading of the casing's alignment is taken. If the slope moves, the bottom of the casing stays in place while the remainder of the casing bends with the slope movement. Slope movement is measured by taking readings of the casing's inclination using the inclinometer, and comparing those readings with the baseline profile. We propose to take 4 readings (including the baseline), spread out over a year, to observe any movement with seasonal changes. Water levels in the observation well would also be obtained at those times. Less readings will be taken if movement becomes obvious, or if the city decides to terminate the project early.

3. Coordination with a local contractor to excavate an area around the foundation for evaluation of the foundation. We work with a local contractor to obtain a quote for completing the work and provide observation during the time the work is being conducted. Based on conversations with Miller Excavating the price for this work will be in the range of \$1,500 to \$2,500.

ASSUMPTIONS

1. Shive-Hattery's observations will not include destructive investigation.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will complete our services within 4 week(s) after we receive the countersigned Agreement for Structural Engineering and Item 2A under Geotechnical Engineering.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Scope of Services – Structural Engineering	Fixed Fee	\$8,000	Included	\$8,000
Scope of Services – Geotechnical Engineering Item 2.A.	Estimated Hourly	\$4,000	Included	\$4,000
Scope of Services – Geotechnical Engineering Item 2.B.	Estimated Hourly	\$8,500	Included	\$8,500
Scope of Services – Excavation around foundation 3	Range	\$1,500 - \$2,500		\$1,500 - \$2,500

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.
- Estimated Hourly – We will provide the Scope of Services on an hourly rate basis, the amount listed above is an estimate of our fees.
- Range – The City would contract with the excavation company directly. Miller Excavating provided an estimated fee in the range of \$1,500 to \$2,500. Shive-Hattery will coordinate obtaining a contract for this work and will provide on-site observations when the contractor is on site.

Expenses:

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Design and preparation of construction documents for the repairs for the recommended improvements.
2. Provide bidding and construction services.
3. Provide additional architectural, civil, mechanical, electrical, geotechnical engineering services.
4. Attendance at additional meetings, upon your request will be invoiced on an hourly rate basis.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Between The City of Moline, Illinois and Shive-Hattery, Inc.

PARTIES.

"S-H" shall mean Shive-Hattery, Inc. or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any

~~and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.~~

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENTS premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting from, the discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment

PAYMENT.

Unless otherwise provided herein invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination (or default) will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of

any nature whatsoever for Injury or loss arising or allegedly arising from errors, omissions or Inaccuracies in documents or other information provided by the CLIENT to S-H.

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, those reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H. DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder

and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Marti Ahlgren, PMP
mahlgren@shive-hattery.com



Cory Satterfield, S.E.
csatterfield@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Moline, IL

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CHS/mna

Council Bill/Resolution No. 1007-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Lyle Sumek for Strategic Planning and Goal Setting for City Council.

WHEREAS, staff solicited a proposal from Lyle Sumek to provide Strategic Planning and Goal Setting for City Council; and

WHEREAS, Lyle Sumek proposes to provide this service for the price of \$14,500.00 plus travel expenses.

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 Professional Services between the City of Moline and Lyle Sumek for Strategic Planning and Goal Setting for City Council; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 26, 2016

Date

Passed: January 26, 2016

Approved: February 2, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE AND LYLE SUMEK
PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and concluded this _____ day of _____, 2016, between Lyle Sumek, hereinafter referred to as the “CONSULTANT” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY.”

The CONSULTANT for and in consideration of the payments to be made to him by the CITY in the amount of Fourteen Thousand Five Hundred Dollars (\$14,500), hereby covenants and agrees, to and with the CITY, that he shall provide all professional services for the City of Moline 2016 Goal Setting Sessions, which shall include, but not be limited to, the following:

1. Interview the City Administrator, Mayor and City Council prior to the scheduled Goal Setting Sessions;
2. Compile results of those interviews;
3. Meet with the City Council on May 17, 2016 to discuss the Council’s goals;
4. Meet with City Department Directors on May 18, 2016 to determine their pending projects and goals;
5. Meet again with City Council on May 19, 2016 to finalize goals for 2016;
6. Compile same in document format.

When additional services beyond the defined scope are requested by either party, an amendment will be prepared and approved prior to commencement of the work. City will also reimburse CONSULTANT for reasonable travel expenses as long as receipts thereof are provided to the CITY.

Services provided by the CONSULTANT under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

CITY may make and retain copies of all reports, notes, and other documents prepared by the CONSULTANT for information and reference in connection with the use and occupancy of the project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at the CITY’S sole risk and without liability or legal exposure to CONSULTANT, and CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys’ fees arising from or resulting therefrom.

Each party agrees to indemnify and save the other party, its officers and employees, harmless from and against any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorney’s fees, of any kind or nature whatsoever arising from negligent, willful and wanton, or intentional acts of such indemnifying party’s officers, employees and agents.

Unless otherwise provided herein, invoices will be prepared in accordance with the CONSULTANT'S standard invoicing practices then in effect and will be submitted to the CITY at the completion of the work on the project. Invoices are due and payable upon receipt by the CITY in accordance with the CITY's standard practices.. All delinquent payments are subject to legal collection procedures.

Any claims or disputes between the CITY and the CONSULTANT made during or after the providing of services under this Agreement shall be submitted to non-binding mediation. Any costs incurred directly for a mediator shall be shared equally between the CITY and the CONSULTANT.

This agreement is subject to immediate termination upon default by CITY or CONSULTANT should the other fail to perform its obligations hereunder. In the event of any termination the CONSULTANT will be paid for all services and reimbursable expenses rendered to the date of termination.

This agreement is subject to termination, other than for default, upon seven (7) days written notice by either party or by consent of the parties.

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

CONSULTANT:

CITY:

LYLE SUMEK

CITY OF MOLINE, ILLINOIS

Dated: _____

Dated: _____

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Unless otherwise provided herein, invoices will be prepared in accordance with the CONSULTANT'S standard invoicing practices then in effect and will be submitted to the CITY at the completion of the work on the project. Invoices are due and payable upon receipt by the CITY in accordance with the CITY's standard practices. All delinquent payments are subject to legal collection procedures.

Any claims or disputes between the CITY and the CONSULTANT made during or after the providing of services under this Agreement shall be submitted to non-binding mediation. Any costs incurred directly for a mediator shall be shared equally between the CITY and the CONSULTANT.

This agreement is subject to immediate termination upon default by CITY or CONSULTANT should the other fail to perform its obligations hereunder. In the event of any termination the CONSULTANT will be paid for all services and reimbursable expenses rendered to the date of termination.

This agreement is subject to termination, other than for default, upon seven (7) days written notice by either party or by consent of the parties.

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

CONSULTANT:

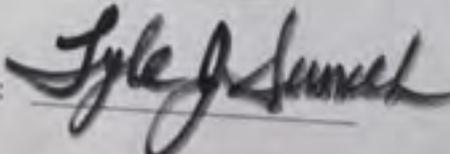
CITY:

LYLE SUMEK

CITY OF MOLINE, ILLINOIS

Dated: _____

Dated: _____

By: 

By: _____
Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

AN ORDINANCE

AMENDING Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter.

WHEREAS, it is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents; and

WHEREAS, in November 2015, the City Council for the City of Moline passed and approved Ordinance No. 3040-2015, which was a complete rewrite of Section 8-1401 of the Moline Code of Ordinances entitled, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION;” and

WHEREAS, City staff recommends a further amendment to Section 8-1401 of the Moline Code of Ordinances that will allow for those Electrical Contractors who are licensed or registered in another city in Illinois to present such license or registration to register as an Electrical Contractor in the City of Moline, so long as they sign an affidavit stating they have worked for a minimum of five (5) years as an Electrical Contractor; and

WHEREAS, these individuals will not be required to provide proof of testing; and

WHEREAS, if these individuals have passed one of the stated tests, they may inform the City of Moline of it in their affidavit, but it will not be required for registration; and

WHEREAS, the amendment to Section 8-1401 will provide clarity to the requirement in the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

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

Section 1 – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” is hereby amended by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter, which shall read as follows:

“SEC. 8-1401. ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION.

* * * * *

(b) REGISTRATION AND LICENSE REQUIRED

* * * * *

- (2) Licensed Electrician Status Required: If the person seeking to register as an Electrical Contractor is an individual acting as a sole proprietor, he or she must be a Licensed Electrician. If the individual seeking to register is a corporation, partnership, group or association, it must have an officer, partner, member or employee, an individual who is a Licensed Electrician. Proof of license can be shown as follows:
 - (a) An individual who presents an electrical license or registration from another city in Illinois will be required to submit a copy of that license and an affidavit verifying:
 - i. They have worked for a minimum of five (5) years as an Electrical Contractor.
 - ii. If such individual took and passed either the master’s examination through Thomson Prometric or the International Code Council National Contractor Trades Examination Program, Standard Master Electrician exam, or a master’s electrical examination administered through another state, they may state such in their affidavit, but testing is not required to prove proof of license under this subsection (b)(2)(a).

* * * * *

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: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project.

WHEREAS, the City entered into a development agreement with S.J. Russell L.C. (Developer) for The Point redevelopment project (Project) on May 5, 2015, pursuant to Council Bill/Special Ordinance No. 4012-2015; and

WHEREAS, the development agreement required Developer to purchase the Project property from the City by December 31, 2015, and scheduled estimated time periods for commencement of civil/infrastructure improvements and Phase 1 construction as Spring and Summer 2016, respectively; and

WHEREAS, Developer has requested that the property purchase date be extended to March 31, 2016, to allow Developer to purchase the property closer to the estimated time period that construction is to commence; and

WHEREAS, the proposed amendment revises the development agreement by extending the deadline for purchase of the Project property from December 31, 2015 to March 31, 2016.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project; provided, however, that said Amendment to Development 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.

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

AMENDMENT TO DEVELOPMENT AGREEMENT

Between the
CITY OF MOLINE
and
S.J. RUSSELL L.C.

This Amendment to Development Agreement made and entered into on this _____ day of _____, 2016 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties," amends the Development Agreement dated May 5, 2015, as adopted by the City Council of Moline as Special Ordinance 4012-2015.

In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

The deadline for purchase of the Property by Developer is extended from December 31, 2015, to March 31, 2016.

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

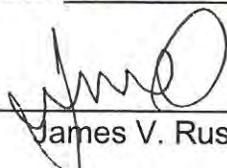
THE CITY OF MOLINE, ILLINOIS

S.J. RUSSELL L.C.

DATED: _____

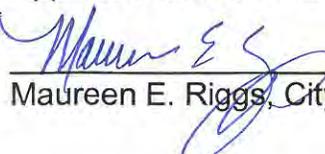
DATED: December 23, 2015

By: _____
Scott Raes, Mayor

By:  _____
James V. Russell, Manager

Attest: _____
Tracy Koranda, City Clerk

Approved as to Form:

 _____
Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

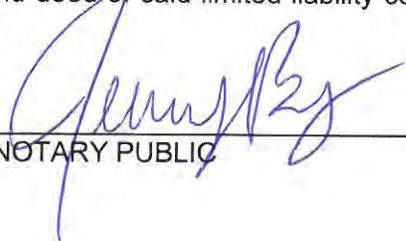
(seal)

NOTARY PUBLIC

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 23rd day of December, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared **JAMES V. RUSSELL**, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; **JAMES V. RUSSELL** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



NOTARY PUBLIC



AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **S.J. RUSSELL L.C.**, an Iowa limited liability company duly registered in the State of Illinois (hereinafter "**Buyer**"), located at 4600 E. 53rd Street, Davenport, Iowa, 52807 and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**,"), located in Moline, Illinois (collectively hereinafter "**Parties**").

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 635 10th Avenue, Moline, Illinois;

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. 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 Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (the "**Purchase Price**"), payable by certified funds to Seller at closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 31st day of March, 2016**, 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 Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

- (a) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("**Deed**"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. 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 including but not limited to easements and lease agreements for cell tower equipment; and
 3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Seller shall be current on all tax payments and 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 mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer 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, Seller 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. Sellers 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 represent 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. 4. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

(a) Property Condition.

1. 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 in "As Is" condition.

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

**Sec. 5. 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. 6. 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. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 8. 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. 9. 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. 10. 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. 11. 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. 12. ACCEPTANCE BY BUYER

Until accepted by the Buyer, this document constitutes an irrevocable offer to sell on the terms stated above. Seller's offer to sell herein shall be irrevocable to and including December 31, 2015. If not so approved or accepted by the Buyer by December 31, 2015, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **S.J. RUSSELL L.C., Buyer**, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 201_.

S.J. RUSSELL L.C.

By: _____

STATE OF IOWA)

) SS:

COUNTY OF SCOTT)

On this 5th day of January, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that s/he is a manager of **S.J. RUSSELL L.C.**, an Iowa limited liability company, and that said instrument was signed on behalf of the company by said James V. Russell as manager of said company. S.J. Russell, L.C. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by her/him voluntarily executed.

(seal)



Jennifer Belby
NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE, Seller**, 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 _____, 2016.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

STATE OF ILLINOIS)

)

ss:

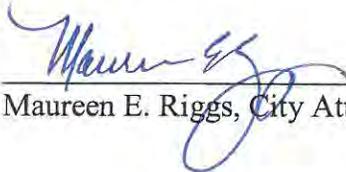
COUNTY OF ROCK ISLAND)

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

Approved as to form:



Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs
City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A
Legal Description

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 17' 19" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET; THENCE NORTH 89° 31' 13" WEST A DISTANCE OF 33.27 FEET; THENCE NORTH 89° 40' 11" WEST A DISTANCE OF 134.97 FEET; THENCE NORTH 89° 31' 04" WEST A DISTANCE OF 83.94 FEET TO THE SOUTHEASTERN CORNER OF A TRACT OF LAND DESCRIBED AS "TRACT 4" WITHIN A RESOLUTION, RECORDED JUNE 19, 2003, AS DOCUMENT NUMBER 2003-22706, IN THE OFFICE OF THE RECORDER, ROCK ISLAND COUNTY, ILLINOIS; THENCE NORTH 89° 30' 28" WEST, A DISTANCE OF 3.95 FEET TO THE SOUTHWESTERN CORNER OF THE AFORESAID "TRACT 4" AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 90° 00' 00" WEST, 389.25 FEET; THENCE NORTH 00° 19' 20" WEST, 131.80 FEET; THENCE NORTH 90° 00' 00" WEST, 200.00 FEET; THENCE NORTH 00° 19' 20" WEST, 126.50 FEET; THENCE NORTH 00° 02' 29" EAST, 50.00 FEET; THENCE NORTH 00° 10' 41" WEST, 138.26 FEET; THENCE SOUTH 88° 21' 37" WEST, 72.78 FEET; THENCE NORTH 13° 21' 00" WEST, 344.64 FEET; THENCE NORTH 11° 37' 41" WEST, 315.54 FEET; THENCE NORTH 82° 17' 49" EAST, 80.10 FEET; THENCE NORTH 89° 33' 10" EAST, 173.95 FEET; THENCE SOUTH 81° 53' 17" EAST, 142.72 FEET; THENCE NORTH 89° 41' 48" EAST, 350.90 FEET; THENCE SOUTH 45° 18' 12" EAST, 21.21 FEET; THENCE SOUTH 00° 09' 12" EAST, 145.00 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION" TO THE CITY OF MOLINE, ILLINOIS, AS RECORDED IN PLAT BOOK 1, PAGE 5 (SOMETIMES KNOWN AS "ANDREWS ADDITION" TO THE CITY OF MOLINE, ILLINOIS); THENCE SOUTH 00° 09' 12" EAST 602.33 FEET TO THE NORTHEASTERN CORNER OF THE AFORESAID "TRACT 4" (THE FOLLOWING FOUR (4) COURSES ARE ALONG THE PERIMETER OF SAID "TRACT 4"); 1) THENCE NORTH 89° 33' 42" WEST, 2.00 FEET; 2) THENCE SOUTH 00° 15' 47" WEST, 194.70 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE EAST, SAID POINT LYING NORTH 89° 44' 13" WEST, 100.00 FEET FROM THE RADIUS POINT OF SAID CURVE; 3) THENCE SOUTHERLY ALONG SAID CURVE 12.59 FEET TO A POINT OF COMPOUND CURVE, SAID POINT LYING SOUTH 83° 02' 53" WEST, 100.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 03° 20' 40" EAST 12.58 FEET, SAID POINT ALSO LYING SOUTH 83° 02' 53" WEST, 230.00 FEET FROM THE RADIUS POINT OF SAID COMPOUND CURVE; 4) THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE 123.94 FEET TO THE POINT OF BEGINNING, SAID POINT LYING SOUTH 52° 10' 27" WEST, 230.00 FEET FROM THE RADIUS POINT OF SAID COMPOUND CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 22° 23' 20" EAST 122.44 FEET, CONTAINING 15.23 ACRES, MORE OR LESS.

THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING EAST OF 4TH STREET, AS NOW LOCATED, MOLINE, ILLINOIS:

OUTLOT "A" IN "OAK HILL PARK" AN ADDITION IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS,

EXCEPTING SO MUCH THEREOF DESCRIBED IN DEEDS TO THE CITY OF MOLINE RECORDED IN BOOK 154 OF DEEDS, PAGE 53, NUMBER 131009; FURTHER DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF OUTLOT A OF OAK HILL PARK ADDITION SITUATE EAST OF THE EAST LINE OF THE FIFTH STREET EXTENDED NORTH FROM ELEVENTH AVENUE TO THE NORTH LINE OF OUTLOT A AS SAID STREETS AND LOTS ARE SHOWN UPON THE PLAT OF SAID OAK HILL PARK ADDITION, EXCEPTING THEREFROM THAT PORTION OF SAID OUT LOT A LYING SOUTH OF LOT MARKED "C.J. BLOOM" ON THE RECORDED PLAT OF OAK HILL PARK AND EAST OF ROAD CONDEMNED BY THE CITY OF MOLINE; ALSO EXCEPTING THAT PART OF OUT LOT A LYING BETWEEN LOTS DESIGNATED ON SAID OAK HILL PARK ADDITION, "LINBERG" AND "BLOOM;"

BOOK 171 OF DEEDS, PAGE 428, NUMBER 163640; FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF OUT LOT A IN OAK HILL PARK ADDITION TO THE CITY OF MOLINE, SITUATED IN THE SOUTHEAST ONE-FOURTH OF SECTION 31, TOWNSHIP 18 NORTH, RANGE ONE, WEST OF THE FOURTH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HAWK HOLLOW ROAD WITH THE NORTH LINE OF 11TH AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF HAWK HOLLOW ROAD 193.9 FEET TO A POINT 30 FEET WEST OF AND AT RIGHT ANGLES TO STATION 13+07.0, ON THE PROPOSED LINE OF TRI-CITY RAILWAY COMPANY, WHICH IS THE BEGINNING OF A 12°0' CURVE TO THE RIGHT OR WEST; THENCE SOUTHERLY ON A CURVED LINE THIRTY (30) FEET DISTANT FROM THE CENTER LINE OF THE TRI-CITY RAILWAY COMPANY'S PROPOSED TRACK, 157.6 FEET TO A POINT THIRTY (30) FEET WEST OF AND AT RIGHT ANGLES STATION 14+74.9, WHICH IS THE END OF SAID 12°0' CURVE; THENCE SOUTHERLY THIRTY (30) FEET DISTANT FROM THE CENTER LINE OF THE TRI-CITY RAILWAY COMPANY'S PROPOSED LINE 32.5 FEET TO THE NORTH LINE OF 11TH AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF 11TH AVENUE 39.7 FEET TO THE PLACE OF BEGINNING, ALL AS SHOWN IN RED LINES ON THE ATTACHED PRINT OF THE TRI-CITY RAILWAY COMPANY'S DRAWING PP-47E WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

BOOK 169 OF DEEDS, PAGE 593, NUMBER 163641; FURTHER DESCRIBED AS FOLLOWS:

THE RIGHT TO ALLOW THE TOE OF CERTAIN EMBANKMENT SLOPES TO EXTEND ONTO THE LAND OF SAID GRANTORS ADJACENT TO HAWK HOLLOW ROAD, APPROXIMATELY ALONG THE IRREGULAR LINE SHOWN IN YELLOW IN THE ATTACHED PRINT TO THE TRI-CITY RAILWAY COMPANY'S DRAWING PP47E AND DESIGNATED THEREON AS "TOE OF FILL SLOPE,"

AND BOOK 208 OF DEEDS, PAGE 16, NUMBER 215758 IN THE OFFICE OF THE RECORDER OF DEEDS OF ROCK ISLAND COUNTY, ILLINOIS; FURTHER DESCRIBED AS FOLLOWS:

A STRIP OF GROUND FIFTY (50) FEET WIDE BOUNDED BY THE EAST LINE OF OAKWOOD ADDITION TO THE CITY OF MOLINE AND G.A. STEPHEN'S FIRST ADDITION TO THE CITY OF MOLINE AND ON THE WEST BY THE EAST LINE OF FOURTH (4TH) STREET. INTENDING TO CONVEY TENTH (10TH) AVENUE EXTENDED WEST FROM THE WEST LINE OF OAKWOOD ADDITION TO THE CITY OF MOLINE AND THE WEST LINE OF G.A. STEPHEN'S FIRST ADDITION TO THE CITY OF MOLINE TO THE EAST LINE OF FOURTH (4TH) STREET.

AND SO MUCH OF SAID OUTLOT TAKEN AND CONDEMNED FOR HAWK HOLLOW ROAD, NOW FOURTH STREET, IN THE CITY OF MOLINE, ALSO EXCEPTING THEREFROM SO MUCH OF SAID OUTLOT "A" DESCRIBED IN DEED TO JOHN A. LINBERG IN BOOK 77 OF DEEDS, PAGE 529, NUMBER 28102; FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION NUMBER THIRTY ONE (31) IN TOWNSHIP NUMBER EIGHTEEN (18) NORTH IN RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, THENCE RUNNING WEST AND ALONG THE INDIAN BOUNDARY LINE TWO HUNDRED (200) FEET; THENCE RUNNING SOUTH PARALLEL WITH THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND (ONE HUNDRED THIRTY EIGHT AND ONE FOURTH (138 $\frac{1}{4}$) FEET; THENCE RUNNING EAST TWO HUNDRED (200) FEET TO THE EAST LINE OF SAID TRACT OF LAND, THENCE RUNNING NORTH ALONG THE SAID EAST LINE OF ONE HUNDRED FORTY ONE AND THREE FOURTHS (141 $\frac{3}{4}$) FEET TO THE POINT OF BEGINNING,

TO C.J. BLOOM IN BOOK 77 OF DEEDS, PAGE 193, NUMBER 26875; FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ONE HUNDRED NINETY ONE AND THREE FOURTHS (191 $\frac{3}{4}$) FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION NUMBER THIRTY ONE (31) IN TOWNSHIP NUMBER EIGHTEEN (18) NORTH, IN RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, THENCE RUNNING SOUTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND ONE HUNDRED TWENTY SIX AND ONE HALF FEET (126 $\frac{1}{2}$); THENCE RUNNING WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND TWO HUNDRED (200) FEET TO AN INTENDED STREET RUNNING NORTH AND SOUTH, THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT OF LAND ONE HUNDRED AND TWENTY SIX AND ONE HALF (126 $\frac{1}{2}$) FEET TO A PIECE OF LAND (FIFTY FEET IN WIDTH) RESERVED FOR STREET PURPOSES, THENCE RUNNING EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND TWO HUNDRED (200) FEET TO THE PLACE OF BEGINNING;

AND TO BERNARD AND MINNIE PETERSON IN BOOK 202 OF DEEDS PAGE 40, NUMBER 197841; FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT A, OAK HILL PARK ADDITION, TO THE CITY OF MOLINE, THENCE SOUTH EIGHTY-FIVE (85) FEET, FOR A STARTING POINT, THENCE EAST ONE HUNDRED AND THIRTY (130) FEET; THENCE SOUTH FORTY-FIVE (45) FEET, THENCE WEST ONE HUNDRED AND THIRTY (130) FEET, THENCE NORTH FORTY-FIVE (45) FEET TO THE PLACE OF BEGINNING,

ALL RECORDED IN SAID RECORDER'S OFFICE; AND ALSO EXCEPTING THEREFROM SO MUCH CONVEYED BY WARRANTY DEED RECORDED IN BOOK 459 OF DEEDS, PAGE 30 NUMBER 459690; FURTHER DESCRIBED AS FOLLOWS:

THAT PART OF OUT LOT A IN OAK HILL PARK, AN ADDITION TO THE CITY OF MOLINE, MOLINE, ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID OUT LOT A, THENCE SOUTH ALONG THE SAID WEST LINE OF SAID OUT LOT, EIGHTY-FIVE (85) FEET, THENCE EAST TO THE WEST LINE OF HAWK HOLLOW ROAD, NOW FOURTH STREET, IN THE CITY OF MOLINE, THENCE NORTH ALONG THE WEST LINE OF SAID ROAD EIGHTY-FIVE (85) FEET MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF SAID ROAD, AND THE NORTH LINE OF SAID OUT LOT, THENCE WEST TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

ALL SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS.

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

Council Bill/Special Ordinance No. 4005-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

WHEREAS, Section 2-2205(a) of the Moline Code of Ordinances provides that any alderman who is absent from more than five City Council meetings during a municipal year shall be assessed an administrative fee of \$100.00 per absence in excess of five; and

WHEREAS, First Ward Alderman Quentin Rodriguez has been deployed overseas for a period of six months, through May, 2016; and

WHEREAS, given Rodriguez's deployment, he has requested that his aldermanic pay be suspended for any meetings he is unable to attend during his deployment, through May, 2016, in lieu of being assessed the administrative fee for any missed meeting(s) in excess of five during the deployment.

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

Section 1 – That the City Council hereby authorizes a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

Section 2 – That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State statutes or rules.

Section 3 – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

Section 4 – 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