



MOLINE CITY COUNCIL AGENDA

Tuesday, June 14, 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 Turner

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 June 7, 2016 and May Financial Report.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4030-2016

A Special Ordinance declaring the property at 422 38th Street, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 422 38th Street, Moline, to Steven and Cheryl Dufur.

Explanation: The City acquired the property at 422 38th Street as a result of abandoned building proceedings. Contractors and other individuals expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 422 38th Street on April 19, 2016, and Steven and Cheryl Dufur (“Buyers”) submitted the proposal most advantageous to the City. Buyers have offered to purchase 422 38th Street for \$15,500.00 and promises to complete interior and exterior repair and restoration of the building on said property by October 31, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than January 31, 2017. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2011, 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. Buyers will be responsible for paying their pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Law Department will record Quit Claim Deed

2. Council Bill/Special Ordinance 4031-2016

A Special Ordinance repealing Special Ordinance No. 4023-2015 which declared the prevailing rate of wages to be paid workers on public works projects, and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

Explanation: State statute requires the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4023-2015 which declared the prevailing wages for 2015.

Fiscal Impact: N/A

Public Notice/Recording: File with the Secretary of State and Department of Labor.

3. Council Bill/Special Ordinance 4032-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with River Action's Ride the River scheduled for Sunday, June 19, 2016.

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

Public Notice/Recording: N/A

Fiscal Impact: N/A

4. Council Bill/Special Ordinance 4033-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with the Microbrew Mile & Races, scheduled for Saturday, June 18, 2016.

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

Public Notice/Recording: N/A

Fiscal Impact: N/A

Resolutions

5. Council Bill/Resolution 1079-2016

A Resolution Accepting the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year January 1, 2015 through December 31, 2015 for all municipal funds.

Explanation: The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2015 is submitted for City Council acceptance. The primary objective of a financial audit are: (1) to express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles; and (2) to determine whether the City has complied with applicable legal requirements in obtaining and expending public funds. The audit for Fiscal Year 2015 was performed in accordance with generally accepted auditing standards by the accounting firm of Baker Tilly Virchow Krause, LLP. These standards are required to obtain reasonable assurances that the general purpose financial statements are free from material misstatements. The opinion given in the Report on the Independent Auditors states that the general purpose financial statements present fairly, in all material respects, the financial portion of the City of Moline at December 31, 2015 and the results of the City's operations are in accordance with generally accepted accounting principles. The City of Moline has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers' Association for 23 consecutive years and will be submitting the 2015 report for award consideration. Copies of the CAFR will be made available to the public for reference at the Moline Library, Moline Finance Department, and via the City's web site.

Fiscal Impact: N/A

Public Notice/Recording: File with various governmental agencies

6. Council Bill/Resolution 1080-2016

A Resolution authorizing the concept of a development project as proposed to be constructed on the 102,038 sq. ft. site of the former John Deere Collectors Center and the city-owned parking lots generally described as the two blocks which are bound by 16th Street and 17th Street and River Drive and 4th Avenue, Moline, Illinois, commonly known as 320 16th Street, 1602 River Drive, 1614 River Drive, 1622 River Drive, 1626 River Drive, 1628 River Drive, and 1632 River Drive; and affirming the intent of the City to enter into a purchase agreement and a development agreement for said project; and authorizing City staff to negotiate a purchase agreement and a development agreement exclusively with Heart of America Group for a term of 12 months, which agreements shall be subject to further review and approval by the City Council.

Explanation: The City and Heart of America Group have a mutual desire to develop the 102,038 sq. ft. site of the former John Deere Collectors Center and the City-owned parking lots generally described as the two blocks which are bound by 16th Street and 17th Street and River Drive and 4th Avenue, Moline, Illinois, commonly known as 320 16th Street, 1602 River Drive, 1614 River Drive, 1622 River Drive, 1626 River Drive, 1628 River Drive, and 1632 River Drive, owned by the City. Heart of America Group is seeking a 12-month period of exclusive rights to develop said property to complete due diligence on the site as well as the engagement of market research to study the mixed use, multi-family residential, commercial market and parking structure related to the development potential of the site, and to gather architectural schematic design and renderings, construction set drawings, construction scope, costs, contractual agreements, zoning, entitlement, permitting, and a development agreement. Heart of America and City staff will work to provide quarterly updates to the City Council regarding the research on the feasibility of the development in order to facilitate the due diligence and lessen the needed time to perform the decision and negotiation process.

Fiscal Impact: N/A

Public Notice/Recording: N/A

7. Council Bill/Resolution 1081-2016

A Resolution authorizing approval of the striping of a street level sidewalk with ramps on both the north and south approach to the street level sidewalk.

Explanation: The existing deteriorated 12th Street retaining wall could not be removed during construction of the new wall without jeopardizing the stability of the hillside. Due to the stability of the hillside, the new wall was installed in front of the existing wall. Installing the new wall in front of the existing wall reduced the boulevard width between the face of the new wall and the back-of-curb to less than four feet which is less than required for an ADA-compliant sidewalk. At Committee of the Whole meeting of June 7th, 2016, Council indicated that it wishes to strip a street level sidewalk.

Fiscal Impact: Funds are budgeted in the Capital Improvement Program for striping.

Public Notice/Recording: N/A

8. Council Bill/Resolution 1082-2016

A Resolution authorizing the Mayor to approve revisions to the Agreement to Delegate Authority to Issue Permits for Water Main Extension with the Illinois Environmental Protection Agency.

Explanation: The Illinois Environmental Protection Agency proposes revisions to the agreement through which it delegates authority to issue water main extension permits to the City of Moline. The revised agreement includes notification requirements related to possible increased levels of lead in the water supply due to construction activities. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

9. Council Bill/Resolution 1083-2016

A Resolution authorizing the Mayor and City Clerk to execute a Contract with Centennial Contractors of the Quad Cities, Inc. for Project #1236, 2016 Residential Street Resurfacing Project, in the amount of \$990,240.20.

Explanation: Bids were opened and publicly read on May 31, 2016, for Project #1236 with the following results:

\$990,240.20	Centennial Contractors of the Quad Cities, Inc.
\$1,045,422.95	Valley Construction Company
\$1,049,458.84	Langman Construction, Inc.
\$1,247,169.00	McCarthy Improvement Company
\$1,248,432.00	Walter D. Laud, Inc.

Project #1236 includes the resurfacing of 25th Street from 10th – 12th Avenues, 11th Avenue B from 25th – 26th Streets, 35th Avenue from 34th – 36th St A, and 5th Avenue from 48th St to the East Moline Border. The

intersection of 11th Ave B and 26th Street will be reconstructed in concrete. Centennial Contractors submitted the lowest responsible and responsive bid. Additional documentation attached.

Fiscal Impact: Surplus funds from the 2015 budget are available for this project in Account 510-9957-438.04-25, CIP, Contractual Repairs.

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

10. Council Bill/General Ordinance 3019-2016

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by deleting Twelfth Street, on the east side, 175 feet from south of Seventh Avenue to 11th Avenue, and adding in lieu thereof the following: Twelfth Street, on the east side, 410 feet from south of Seventh Avenue to 11th Avenue.

Explanation: Council agreed to the approval of striping a street level sidewalk with ramps on both the north and south approach to the street level sidewalk on the east side of 12th Street, between Seventh and 11th Avenue to continue the pedestrian access route in front of the face of the retaining wall at the Committee-of-the-Whole meeting on June 7, 2016. To stripe said sidewalk, parking needs to be prohibited on Twelfth Street, on the east side, 410 feet from south of Seventh Avenue to 11th Avenue.

Fiscal Impact: Funds are budgeted in the Capital Improvement Program for striping.

Public Notice/Recording: N/A

11. Council Bill/General Ordinance 3020-2016

An Ordinance amending Chapter 23, “PARKS AND RECREATION,” of the Moline Code of Ordinances, Section 23-1100, “CREATED; COMPOSITION; APPOINTMENT OF MEMBERS,” by repealing said section in its entirety and enacting in lieu thereof one new Section 23-1100 dealing with the same subject matter.

Explanation: The Park and Recreation Board seeks to have formal City Council input on Park matters by permitting a member of the City Council to also be a member of the Park and Recreation Board as currently permitted for the Library Board. This amendment would change the language for appointment of Park Board members to mirror the language for members of the Library Board and allow not more than one member of the Park and Recreation Board to also be a member of the City Council.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

12. Council Bill/General Ordinance 4034-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with the The Great Race Finish Line, scheduled for Saturday, June 18, 2016.

Explanation: This is a special event and has been reviewed and approved by the Special Event Committee.

Public Notice/Recording: N/A

Fiscal Impact: N/A

13. Council Bill/Special Ordinance 4035-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an IMPACT Memorandum of Understanding for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project; and directing City staff to include a requirement of an IMPACT Memorandum of Understanding in any

bid specifications for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project that is being managed by the Rock Island County Metropolitan Mass Transit District (MetroLINK).

Explanation: Illowa Construction Labor and Management Council (Illowa) requests the City of Moline to enter into an IMPACT Memorandum of Understanding for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project (“Project”). An IMPACT agreement will provide increased contractor productivity through the employment of craftsmen who have completed an accredited apprenticeship program and will promote labor stability by ensuring that labor work stoppages, labor job disruption, and labor strikes do not occur for any reason throughout the Project. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

14. Council Bill/Special Ordinance 4036-2016

A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to relocate installation of a sidewalk for property located at 711 41st Avenue Drive.

Explanation: Build to Suit, Inc., the developer of the property addressed as 711 41st Avenue Drive (Parcel #07-14551), has requested a variance from installing sidewalks at the required location (east side of 7th Street) due to a severe slope, existing wetland, and decreasing the capacity of the storm water ditch by having to add fill for the installation of the sidewalk, which constitutes a hardship on the subject property. Additional documentation attached.

Public Notice/Recording: N/A

Fiscal Impact: 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)

Council Bill/Special Ordinance No.: 4030-2016
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 422 38th Street, Moline, as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 422 38th Street, Moline, to Steven and Cheryl Dufur.

WHEREAS, the City acquired the property at 422 38th Street as a result of abandoned building proceedings. Contractors and other individuals expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 422 38th Street on April 19, 2016, and Steven and Cheryl Dufur (“Buyers”) submitted the proposal most advantageous to the City; and

WHEREAS, Buyers have offered to purchase 422 38th Street for \$15,500.00 and promises to complete interior and exterior repair and restoration of the building on said property by October 31, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than January 31, 2017; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2011, 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. Buyers will be responsible for paying their pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter.

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

Section 1 – That the property located at 422 38th Street is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 422 38th Street, Moline, Illinois, with Steven and Cheryl Dufur, and do all things necessary to convey said property to Steven and Cheryl Dufur, in return for payment of \$15,500.00, plus a right of reverter requiring Steven and Cheryl Dufur to complete interior and exterior renovations of said property by October 31, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event

shall the completion date be extended beyond January 31, 2017, or the property would revert to the City; provided, however, that said agreement is in substantially 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 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

EXHIBIT A

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

STEVEN DUFUR & CHERYL DUFUR
PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 5101 25th Avenue Court
Apt. 3
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 714-3236

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 422 38th Street, Moline, Illinois (Parcel Number 08-2143), consisting of 7,250 square feet, more or less, legally described as:

LOT NUMBER SIXTEEN (16) IN BLOCK NUMBER FOUR (4) IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED COLUMBIA PARK ADDITION, SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS;

hereinafter referred to as the "Property," for the total sum of FIFTEEN THOUSAND, FIVE HUNDRED and No/100 DOLLARS (\$15,500.00), plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 422 38th Street as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. **The deadline to complete all renovations is October 31, 2016.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond January 31, 2017, or the Property will **automatically revert to the City**. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until June 21, 2016, to allow Seller's City Council to consider and approve this Agreement at its June 14, 2016 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount

paid to it for purposes of the transfer and/or sale contemplated herein as consideration for this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Fifteen Thousand, Five Hundred and No/100 Dollars (\$15,500.00). Of the 2016 taxes payable in 2017, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2016, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Remove all debris from property inside and out: house, garage, shed. The yard would then be brought into good condition: mowing, edging, raking, trimming of trees and shrubs as needed, and planting some flowers.

Paint house and outbuildings completely. This would include preparation and repair of any minor things needed such as lattice repair and broken window in attic. Paint and rehab the existing windows and replace them at a later date as can afford to.

Install new gutters and downs.

Rebuild the dilapidated back porch.

Get utilities turned on: electrical, gas and water, along with any repairs to these systems needed to pass City inspections necessary for turn on of the utilities.

Replace the furnace and duct work with a more efficient unit. Schedule Mid-American Energy home inspection and consider their rebate program for insulation. Replace faulty sidewalks in back.

Kitchen and bath updates as can afford it.

Timeline

120 days from date of possession.

The deadline to complete all renovations is October 31, 2016. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond January 31, 2017.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily

relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on October 31, 2016, or in no event beyond January 31, 2017, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before June 30, 2016. ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

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

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however,

that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

LEGAL ASSISTANCE

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

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before June 21, 2016, and Purchaser's offer to buy herein shall be irrevocable to and including June 21, 2016, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by June 14, 2016, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

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

Executed by SELLER:

Executed by PURCHASER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

STEVEN DUFUR

By: _____
Scott Raes, Mayor

By: Steven Dufur
Steven Dufur

Date: _____

Date: 5/13/16

ATTEST:

CHERYL DUFUR

By: _____
Tracy A. Koranda, City Clerk

By: Cheryl Dufur
Cheryl Dufur

Date: _____

Date: 5-13-16

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012

Council Bill/Special Ordinance: 4031-2016

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4023-2015 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1 – That Special Ordinance No. 4023-2015 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2 – That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of June 2015, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3 – That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4 – That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5 – That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6 – That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7 – That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8 – That the City Clerk shall cause this ordinance to be published in The Dispatch, a newspaper of general circulation, and this ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Rock Island County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	2.0	2.0	6.500	4.250	0.000	0.650
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
CARPENTER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
CARPENTER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
CEMENT MASON		BLD		25.950	27.950	1.5	1.5	2.0	6.750	11.24	0.000	0.500
CEMENT MASON		HWY		25.840	26.840	1.5	1.5	2.0	6.750	11.66	0.000	0.500
CERAMIC TILE FNSHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
ELECTRIC PWR EQMT OP		ALL		31.510	0.000	1.5	1.5	2.0	5.630	8.830	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		26.330	0.000	1.5	1.5	2.0	5.530	7.370	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		39.730	43.700	1.5	1.5	2.0	5.790	11.12	0.000	0.400
ELECTRICIAN		BLD		33.000	35.000	1.5	1.5	2.0	7.490	11.43	0.000	0.310
ELECTRONIC SYS TECH		BLD		24.490	26.240	1.5	1.5	2.0	7.270	5.780	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		40.470	45.530	2.0	2.0	2.0	13.57	14.21	3.240	0.600
GLAZIER		BLD		28.710	30.210	1.5	1.5	2.0	6.940	7.170	0.000	0.450
HT/FROST INSULATOR		BLD		29.830	31.030	1.5	1.5	2.0	6.130	12.05	0.000	0.900
IRON WORKER		ALL		29.750	32.130	1.5	1.5	2.0	9.390	11.53	1.300	0.690
LABORER		BLD 1		22.340	23.230	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 2		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 3		24.490	25.470	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		HWY 1		26.090	27.090	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 2		26.590	27.590	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 3		27.220	28.220	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LATHER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MARBLE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MILLWRIGHT	N	BLD		36.120	39.730	1.5	1.5	2.0	9.420	14.30	0.000	0.500
MILLWRIGHT	S	BLD		27.890	29.590	1.5	1.2	2.0	7.650	12.57	0.000	0.500
OPERATING ENGINEER		BLD 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 7		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 7		31.500	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 8		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
PAINTER		ALL		27.820	28.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER OVER 30FT		ALL		29.820	30.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER PWR EQMT		ALL		28.320	29.320	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PILEDRIVER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
PILEDRIVER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
PIPEFITTER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
PLASTERER		BLD		28.110	30.110	1.5	1.5	2.0	7.500	7.000	0.000	0.600
PLUMBER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
ROOFER		BLD		26.140	27.390	1.5	1.5	2.0	9.000	6.420	0.000	0.280
SHEETMETAL WORKER		BLD		30.540	32.610	1.5	1.5	2.0	7.140	11.52	0.000	0.540
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
SURVEY WORKER	->	NOT IN	EFFECT			ALL	27.130	28.130	1.5	1.5	2.0	6.750 7.410 0.000 0.800
TERRAZZO FINISHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TERRAZZO MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TILE LAYER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
TILE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TRUCK DRIVER		ALL 1		33.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 2		33.560	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 3		33.820	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 4		34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 5		35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250

TRUCK DRIVER	O&C 1	26.480	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 2	26.850	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 3	27.060	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 4	27.280	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 5	28.000	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TUCKPONINTER	BLD	27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pnsn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench

Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials,

tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the River Action’s Ride the River scheduled for Sunday, June 19, 2016.

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

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

Sunday, June 19, 2016, 5:30 a.m. to 5:00 p.m.

- All lanes of 17th Street from the northernmost side of River Drive to the north end of the street;
- Easternmost lane of 55th Street from River Drive to Old River Drive;
- 10 feet of the northernmost side of Old River Drive from the easternmost side of 55th Street to the northernmost lane of River Drive;
- Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

It shall be an offense to use said roadways for vehicular purposes during said time.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4033-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Microbrew Mile & Races scheduled for Saturday, June 18, 2016.

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

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

1:00 p.m. Friday, June 17, 2016 to 12:00 a.m. Sunday, June 19, 2016

U-Lot from the easternmost side of the garbage corrals to the easternmost side of the U-Lot

5:30 a.m. Saturday, June 18, 2016 to 12:00 a.m. Sunday, June 19, 2016

U-Lot

5:30 a.m. Saturday, June 18, 2016 to 12:00 a.m. Sunday, June 19, 2016

All lanes of 14th St from the northernmost side of 5th Ave to Arsenal Island

1:00 p.m. Saturday, June 18, 2016 to 12:00 a.m. Sunday, June 19, 2016

All lanes of 5th Ave from the westernmost side of 15th St to the easternmost side of 13th St
All lanes of 14th St from the northernmost side of the alley in between 5th & 6th Ave to Arsenal

3:45 p.m. Saturday, June 18, 2016 to 7:30 p.m.

All lanes of 5th Ave from the westernmost side of 13th St to the easternmost side of 19th St
All lanes of 19th St from the southernmost side of 5th Ave to the southernmost lane of 4th Ave
The southernmost lane of 4th Ave from the easternmost side of 19th St to the westernmost side of 13th St
13th St from the southernmost side of 4th Ave to the southernmost side of 5th Ave

4:45 p.m. Saturday, June 18, 2016 to 7:30 p.m.

All lanes of 5th Ave from the westernmost side of 11th St to the easternmost side of 27th St
All lanes of 27th St from the southernmost side of 5th Ave to the southernmost lane of 4th Ave
The southernmost eastbound lane of 4th Ave from the easternmost side of 27th St to the westernmost side of 11th St
All lanes of 11th St from the southernmost eastbound lane of 4th Ave to the northernmost side of 5th Ave

It shall be an offense to use said roadways for vehicular purposes during said time.

Council Bill/Ordinance No.: 4033-2016

Sponsor: _____

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No. 1079-2016
Sponsor _____

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause LLP for the Fiscal Year 2015 for all municipal funds.

WHEREAS, Cities over 2,500 in population must have an annual audit in accordance with generally accepted accounting principles; and

WHEREAS, the Comprehensive Annual Financial Report is an expression of opinion as to whether the financial statements are fairly presented in conformity with appropriate accounting principles.

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

That the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause LLP for the Fiscal Year 2015 is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2015, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1080-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the concept of a development project as proposed to be constructed on the 102,038 sq. ft. site of the former John Deere Collectors Center and the City-owned parking lots generally described as the two blocks which are bound by 16th Street and 17th Street and River Drive and 4th Avenue, Moline, Illinois, commonly known as 320 16th Street, 1602 River Drive, 1614 River Drive, 1622 River Drive, 1626 River Drive, 1628 River Drive, and 1632 River Drive; and

AFFIRMING the intent of the City to enter into a purchase agreement and a development agreement for said project; and

AUTHORIZING City staff to negotiate a purchase agreement and a development agreement exclusively with Heart of America Group for a term of 12 months, which agreements shall be subject to further review and approval by the City Council.

WHEREAS, Heart of America Group and the City of Moline mutually desire to develop the City-owned vacant land described above; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, Heart of America Group is seeking time to complete due diligence on the site as well as the engagement of market research to study the multi-family residential and commercial market related to the development potential of the site; and

WHEREAS, Heart of America Group is also seeking time to gather architectural schematic design and renderings, construction set drawings, construction scope, costs, contractual agreements, zoning, entitlement, permitting, and a development agreement; and

WHEREAS, Heart of America Group and the City staff will work to provide quarterly updates to the City Council regarding the research on the feasibility of the development in order to facilitate the due diligence and lessen the needed time to perform the decision and negotiation process.

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

That City staff is hereby authorized to negotiate a purchase agreement and a development agreement exclusively with Heart of America Group for the development of the property located

on the 102,038 sq. ft. site of the former John Deere Collectors Center and the City-owned parking lots generally described as the two blocks which are bound by 16th Street and 17th Street and River Drive and 4th Avenue, Moline, Illinois, commonly known as 320 16th Street, 1602 River Drive, 1614 River Drive, 1622 River Drive, 1626 River Drive, 1628 River Drive, and 1632 River Drive; which agreements shall be subject to further review and approval by the City Council. The term of this Resolution shall be 12 months.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to the City's Home Rule powers provided in Article VII of the Illinois Constitution and is intended to supersede and control over any conflicting or contrary statute, rule or pronouncement of State law.

BE IT FURTHER RESOLVED that City staff is authorized to proceed by negotiation for the ultimate sale or lease of municipal real property needed for this project; however, any such final sale or lease shall be by ordinance and subject to final approval by the City Council.

BE IT FURTHER RESOLVED that the intentions, affirmations and authorizations of the City of Moline as expressed in the recital of the project identified herein are approved as to concept; provided, however that neither and none of such intentions, affirmations, authorizations or recitals are binding upon the City nor may the same be relied upon by any person or entity, to such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise; and provided further that any and all such agreements referenced herein shall be separately reviewed and approved by the City Council subsequent to this Resolution and also approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 14, 2016

Date

Passed: June 14, 2016

Approved: June 21, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 1081-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of the striping of a street level sidewalk with ramps on both the north and south approach to the street level sidewalk on 12th Street between 7th Avenue and 11th Avenue.

WHEREAS, the existing deteriorated 12th Street retaining wall could not be removed during construction of the new wall without jeopardizing the stability of the hillside; and

WHEREAS, the new wall was installed in front of the existing wall; and

WHEREAS, installing the new wall in front of the existing wall reduced the boulevard width between the face of the new wall and the back-of-curb to less than four feet which is less than required for an Americans with Disabilities Act (ADA) compliant sidewalk; and

WHEREAS, striping the existing pavement and making ADA modifications on the east side of 12th Street, between 7th and 11th Avenue would continue the pedestrian access route in front of the face of the retaining wall.

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 approve the striping of a street level sidewalk with ramps on both the north and south approach to the street level sidewalk on 12th Street between 7th Avenue and 11th Avenue.

CITY OF MOLINE, ILLINOIS

Mayor

June 14, 2016

Date

Passed: June 14, 2016

Approved: June 21, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1082-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to approve revisions to the Agreement to Delegate Authority to Issue Permits for Water Main Extension with the Illinois Environmental Protection Agency.

WHEREAS, the Illinois Environmental Protection Agency proposes revisions to the agreement through which it delegates authority to issue water main extension permits to the City of Moline; and

WHEREAS, the revised agreement includes notification requirements related to possible increased levels of lead in the water supply due to construction activities; and

WHEREAS, staff recommends approval of said revisions.

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 the Mayor to approve revisions to the Agreement to Delegate Authority to Issue Permits for Water Main Extension with the Illinois Environmental Protection Agency.

CITY OF MOLINE, ILLINOIS

Mayor

June 14, 2016
Date

Passed: June 14, 2016

Approved: June 21, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1083-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1236, 2016 Residential Resurfacing Project, in the amount of \$990,240.20.

WHEREAS, bids were publicly read on May 31, 2016; and

WHEREAS, bids were solicited with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1236, 2016 Residential Resurfacing Project, in the amount of \$990,240.20; provided, however, that said contract 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

June 14, 2016
Date

Passed: June 14, 2016

Approved: June 21, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

May 25, 2016

Laura Klauer, P.E.
Department of Public Works
3635 4th Ave.
Moline, IL 61265

Re: City of Moline (Rock Island County - 1610450)
Agency Request to Modify the Delegation Agreement

Dear Ms. Klauer:

The Agency is requesting the current Delegation Agreement be modified to reflect the changes made to the 35 Illinois Administrative Code, Subtitle F, Section 602, and to include a new requirement for lead service lines.

Please find enclosed two copies of the modified Agreement and a copy of the Lead Information Notice.

Please have the Mayor sign both copies of the Agreement and return both of them to me.

If you have any questions please call me at 217-782-5813.

Sincerely,

A handwritten signature in blue ink that reads "Gerard A. Zimmer".

Gerard A. Zimmer
Permit Section
Division of Public Water Supplies

Lead Informational Notice

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Dear Water Customer:

Today's Date: _____

Our water system will soon begin a water line maintenance and/or construction project that may affect the lead content of your potable water supply. Lead, a metal found in natural deposits, is harmful to human health. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement. As of June 19, 1986, new or replaced water serviced lines and new household plumbing materials could not contain more than 8% lead. Lead content was further reduced on January 4, 2014, when plumbing materials must now be certified as "lead-free" to be used (weighted average of wetted surface cannot be more than 0.25% lead).

The purpose of this notice is for informational purposes only. While it's not known for certain whether or not this particular construction project will adversely affect the lead (if present) plumbing in and outside your home, below describes some information about the project and some preventative measures you can take to help reduce the amount of lead in drinking water.

Project Start Date: _____ Project expected to be completed by: _____

Project location and description:

What you can do to reduce lead exposure in drinking water during this construction project:

Run your water to flush out lead. If the plumbing in your home is accessible; you may be able to inspect your own plumbing to determine whether or not you have a lead service line. Otherwise, you will most likely have to hire a plumber.

- If you do not have a lead service line, running the water for 1 – 2 minutes at the kitchen tap should clear the lead from your household plumbing to the kitchen tap. Once you have done this, fill a container with water and store it in the refrigerator for drinking, cooking, and preparing baby formula throughout the day.
- If you do have a lead service line, flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 3 – 5 minutes is recommended.

Use cold water for drinking, cooking, and preparing baby formula. Do not cook with or drink water from the hot water tap; lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.

Look for alternative sources or treatment of water. You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".

Clean and remove any debris from faucet aerators on a regular basis.

Do not boil water to remove lead. Boiling water will not reduce lead.

Purchase lead-free faucets and plumbing components.

Remove the entire lead service line.

Test your water for lead. Call us at: _____ to find out how to get your water tested for lead.

While we do not do the testing, we can provide a list of laboratories certified to do the testing. Laboratories will send you the bottles for sample collection. Please note that we are not affiliated with the laboratories and they will charge you a fee.

- If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infants.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR

AGREEMENT TO DELEGATE AUTHORITY TO ISSUE PERMITS FOR WATER MAIN EXTENSION

In 1980, the General Assembly amended the Environmental Protection Act to allow the Illinois Environmental Protection Agency (Agency) to enter into agreements to delegate to units of local government authority to issue construction and operating permits for sewer and water main extensions. In response to this amendment, the Agency promulgated rules for delegation (35 Ill. Adm. Code 174).

On August 13, 2014, an "Agreement to Delegate Authority to Issue Permits for Water Main Extension", entered into between the City of Moline (City) and the Agency, became effective.

The Agency, by way of a letter dated May 25, 2016 requested that the Agreement be modified.

Therefore, pursuant to Ill. Rev. Stat. 198, ch. 111 ½, pars. 1004(g) and 35 Ill. Adm. Code 174, the Agency and the City enter into the following agreement. The Agency will continue to delegate its authority to issue construction and operating permits for water main extensions of the City's distribution system in return for the City's agreement to administer the permit program according to the following conditions:

1. Scott R. Hinton, P.E. 062-052646, shall be in responsible charge of the review and preparation of plan documents.
2. Laura C. Klauer, P.E., 062-060373, shall be in responsible charge of issuing construction or operating permits. No permit shall be valid unless it is signed by Ms. Klauer. Ms. Klauer shall not participate in the review or preparation of plan documents.
3. The water main specifications by which plans shall be reviewed are the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition, and "American Water Works Association Standards" pertaining to materials used in water main construction.
4. Documents, plans, analyses and permits shall be correlated by assigning a City Engineering Division filing system number from a continuous numerical sequence which will remain with the project from inception, through development of construction documents, to completion of construction.
5. The City shall perform the following routine operations:
 - a. Water samples shall be collected from completed mains in accordance with 35 Ill. Adm. Code 602, Subpart B.
 - b. If there are changes in construction from the preliminary plans described in annual reports, the Agency shall be notified of those changes within 10 days after construction has begun.
 - c. If the construction shown in the as-built plans filed in the annual report does not conform to the approved specifications or 35 Ill. Adm. Code Subtitle F, Chapter I and II, correction shall be made consistent with those regulations.

6. No permit shall be issued by the City unless the following standards have been met:
 - a. Any permit issued must be consistent with Section 39 of the Act, 35 Ill. Adm. Code 602.101, 602.200, 602.300 and 35 Ill. Adm. Code: Subtitle F, Chapter II.
 - b. Plans prepared for each water main extension project shall bear the professional seal of the person as described in 35 Ill. Adm. Code 174.302.
 - c. Trustees of a land trust who apply for a permit relating to the land which is the subject of the trust, must identify and define the interest of each beneficiary as required by "An ACT to require disclosure, under certification of perjury, or all beneficial interests in real property held in a land trust in certain cases," (Ill. Rev. Stat., 1981, ch. 148, par. 72).
7. Operating permits may be issued only after the following conditions have been met for each installation:
 - a. The newly installed water main is flushed to remove foreign material introduced into the water main during construction and chlorinated for disinfection purposes;
 - b. Bacteriological analyses are performed on a sufficient number of representative water samples collected from the newly constructed water main to demonstrate satisfactory disinfection; and
 - c. The water main is not placed into operation until such time as the bacteriological analyses required in Subsection 7.b indicate that the water is safe for drinking.
8. A lead informational notice must be given to each property owner or occupant affected by water main replacement projects, where the water service line or premise plumbing may have been installed prior to June 19, 1986. This is the effective date of the prohibition on use of pipe or pipe fittings containing more than 8 percent lead and on the use of solder or flux containing more than 0.2 percent lead. A copy of the notice used must be submitted to the Agency with the Annual Report.
9. The following reports shall be submitted by the City to the Agency's Division of Public Water Supplies by February 1 of each year this agreement is in effect:
 - a. Preliminary plans which indicate the location of anticipated water main construction for the ensuing 12 months. This may be updated to add or delete anticipated extensions by the public water supply at any time;
 - b. Plan drawings as described in 35 Ill. Adm. Code 602.240 and 602.260 for all water main extensions constructed in the preceding year along with the identification numbers, dates of initial operation, reports of bacteriological analyses, length and size of water main, and estimated population served by the new main;
 - c. Reports of bacteriological analysis performed according to Section 174.309(d); and
 - d. A list of construction and operating permits issued.

10. This agreement shall terminate five years from the date it is signed by the Director of the Agency. Either the City of the Agency may terminate the agreement at an earlier date by giving the other party written notice of termination. Unless the notice is rescinded, the agreement shall be terminated 90 days after the day it is received.
11. Modifications to this document may be made by amendments signed by both parties.
12. The City will allow the Agency to inspect at all reasonable times in accordance with Ill. Rev. Stat. 1981, ch. 111 ½, par. 1004(d) all permit files held by the City regarding issued permits or permit applications and plan documents and to inspect the permitted facilities.
13. If a decision of the City regarding as permit issued or denied under these regulations is appealed pursuant to Section 40 of the Environmental Protection Act (Ill. Rev. Stat. 1981, ch. 111 ½, par. 1040), the City shall appear as co-respondent in the action.

The City and the Agency agree to follow the terms and responsibilities of this agreement.

Illinois Environmental Protection Agency

City of Moline

By _____
Lisa Bonnett
Director

By _____
Scott Raes
Mayor

Date _____

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2016, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC. of 1505 46TH AVENUE, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **NINE HUNDRED NINETY THOUSAND TWO HUNDRED FORTY AND 20/100 (\$990,240.20) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1236, 2016 RESIDENTIAL STREET RESURFACING PROJECT** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **NINE HUNDRED NINETY THOUSAND**

TWO HUNDRED FORTY AND 20/100 (\$990,240.20) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: May 31, 2016 11:00 a.m.

Project: 1236 - Residential Resurfacing Project

**Centennial Contractors of the
Quad Cities Valley Construction Company Langman Construction, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (Over 15 Units)	72	Units	\$30.00	\$2,160.00	\$45.00	\$3,240.00	\$30.00	\$2,160.00
2	Trench Backfill (Water Main)	203	C.Y.	\$37.00	\$7,511.00	\$24.00	\$4,872.00	\$25.00	\$5,075.00
3	Trench Backfill (Sanitary)	545	C.Y.	\$37.00	\$20,165.00	\$30.00	\$16,350.00	\$25.00	\$13,625.00
4	Geotechnical Fabric for Ground Stabilization	1500	S.Y.	\$1.25	\$1,875.00	\$1.30	\$1,950.00	\$2.50	\$3,750.00
5	Seeding Special Complete	1	L.Sum	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$4,000.00	\$4,000.00
6	Aggregate Base Course, Ty C, 6"	1599	S.Y.	\$8.00	\$12,792.00	\$14.50	\$23,185.50	\$12.00	\$19,188.00
7	Bituminous Material (Prime Coat)	9570	LBS	\$0.66	\$6,316.20	\$1.30	\$12,441.00	\$0.60	\$5,742.00
8	Mixture for Cracks, Joints, and Flangeways	75	Tons	\$550.00	\$41,250.00	\$220.00	\$16,500.00	\$100.00	\$7,500.00
9	Leveling Binder, MM, IL 9.5FG, N50, 1.5"	1056	Tons	\$94.00	\$99,264.00	\$78.00	\$82,368.00	\$90.00	\$95,040.00
10	Leveling Binder, MM, IL 4.75, N50, 1.0"	90	Tons	\$94.00	\$8,460.00	\$105.00	\$9,450.00	\$90.00	\$8,100.00
11	Polymerized HMA Surface Course, Mix D, N50, 1.5"	1107	Tons	\$94.00	\$104,058.00	\$84.00	\$92,988.00	\$90.00	\$99,630.00
12	Polymerized HMA Surface Course, Mix D, N50, 2.0"	185	Tonys	\$94.00	\$17,390.00	\$86.00	\$15,910.00	\$90.00	\$16,650.00
13	Temporary Ramp	171	S.Y.	\$18.00	\$3,078.00	\$33.00	\$5,643.00	\$15.00	\$2,565.00
14	Hot-Mix Asphalt Surface Removal, 3"	12240	S.Y.	\$3.30	\$40,392.00	\$4.10	\$50,184.00	\$3.20	\$39,168.00
15	Hot-Mix Asphalt Surface Removal, 2"	300	S.Y.	\$3.30	\$990.00	\$12.50	\$3,750.00	\$3.20	\$960.00
16	PCC Pavement (Special) with Integral Curb, 8"	1390	S.Y.	\$63.00	\$87,570.00	\$58.90	\$81,871.00	\$72.00	\$100,080.00
17	Pavement Removal	1320	S.Y.	\$10.00	\$13,200.00	\$15.00	\$19,800.00	\$20.00	\$26,400.00
18	Driveway Pavement Removal	67	S.Y.	\$10.00	\$670.00	\$15.00	\$1,005.00	\$10.00	\$670.00
19	PCC Pavement Removal	33	S.Y.	\$60.00	\$1,980.00	\$72.50	\$2,392.50	\$105.00	\$3,465.00
20	Sidewalk Removal	6660	S.F.	\$1.00	\$6,660.00	\$1.25	\$8,325.00	\$1.00	\$6,660.00
21	PCC Sidewalk, 4"	4120	S.F.	\$5.25	\$21,630.00	\$6.00	\$24,720.00	\$6.00	\$24,720.00
22	PCC Sidewalk, 6" Ramp	2270	S.F.	\$13.00	\$29,510.00	\$9.85	\$22,359.50	\$18.00	\$40,860.00
23	Detectable Warnings	350	S.F.	\$30.00	\$10,500.00	\$43.50	\$15,225.00	\$20.00	\$7,000.00
24	Class B Patch, TY II, 8"	11	S.Y.	\$81.00	\$891.00	\$175.00	\$1,925.00	\$135.00	\$1,485.00
25	Class B Patch, TY IV, 8"	1116	S.Y.	\$70.00	\$78,120.00	\$111.90	\$124,880.40	\$109.00	\$121,644.00
26	Class C Patch, Special, 7"	1115	S.Y.	\$65.00	\$72,475.00	\$109.85	\$122,482.75	\$109.00	\$121,535.00
27	Curb & Gutter Removal & Replacement, B6.12	4201	L.F.	\$32.00	\$134,432.00	\$28.85	\$121,198.85	\$35.00	\$147,035.00
28	Sawcut Pavement	130	L.F.	\$3.00	\$390.00	\$4.50	\$585.00	\$4.00	\$520.00
29	Curb Patch Special	52	S.Y.	\$90.00	\$4,680.00	\$154.50	\$8,034.00	\$110.00	\$5,720.00

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

30	Water Main, DIP, P CL 350, 6"	37	L.F.	\$134.00	\$4,958.00	\$82.25	\$3,043.25	\$175.00	\$6,475.00
31	Water Main, DIP, P, CL 350, 8"	163	L.F.	\$75.00	\$12,225.00	\$134.50	\$21,923.50	\$180.00	\$29,340.00
32	Water Main Removal	184	L.F.	\$17.50	\$3,220.00	\$8.00	\$1,472.00	\$0.01	\$1.84
33	Tee, DI, MJ, 8" x 6"	3	EA	\$1,200.00	\$3,600.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00
34	Cross, DI, MJ, 8" x 8"	1	EA	\$1,400.00	\$1,400.00	\$865.00	\$865.00	\$400.00	\$400.00
35	45 Degree Bend, DI, MJ, 8"	2	EA	\$1,075.00	\$2,150.00	\$330.00	\$660.00	\$225.00	\$450.00
36	90 Degree Bend, DI, MJ, 8"	3	EA	\$1,125.00	\$3,375.00	\$385.00	\$1,155.00	\$270.00	\$810.00
37	Reducer, DI, MJ, 8" x 6"	1	EA	\$1,025.00	\$1,025.00	\$285.00	\$285.00	\$225.00	\$225.00
38	Cap, 8"	3	EA	\$950.00	\$2,850.00	\$250.00	\$750.00	\$125.00	\$375.00
39	Solid Sleeve, 6"	3	EA	\$1,000.00	\$3,000.00	\$280.00	\$840.00	\$225.00	\$675.00
40	Valve & Box, 8"	4	EA	\$2,150.00	\$8,600.00	\$1,290.00	\$5,160.00	\$1,100.00	\$4,400.00
41	Corporation for Testing, 1"	2	EA	\$600.00	\$1,200.00	\$435.00	\$870.00	\$100.00	\$200.00
42	Water Service Connection (Corporation), 1"	2	EA	\$1,040.00	\$2,080.00	\$435.00	\$870.00	\$200.00	\$400.00
43	Copper Water Service Pipe, 1"	20	L.F.	\$220.00	\$4,400.00	\$25.90	\$518.00	\$60.00	\$1,200.00
44	Curb Stop and Box, 1"	2	EA	\$946.00	\$1,892.00	\$435.00	\$870.00	\$200.00	\$400.00
45	Fire Hydrant Assembly Complete	1	EA	\$4,500.00	\$4,500.00	\$4,550.00	\$4,550.00	\$3,200.00	\$3,200.00
46	Fire Hydrant to be Removed	1	EA	\$825.00	\$825.00	\$590.00	\$590.00	\$500.00	\$500.00
47	Remove Valve Vault	1	EA	\$825.00	\$825.00	\$425.00	\$425.00	\$500.00	\$500.00
48	Sanitary Sewer, DIP, P CL 350, 8"	153	L.F.	\$115.00	\$17,595.00	\$215.90	\$33,032.70	\$130.00	\$19,890.00
49	Sanitary Sewer Service, 6"	78	L.F.	\$77.00	\$6,006.00	\$108.50	\$8,463.00	\$100.00	\$7,800.00
50	Reconnect Sanitary Service Lateral, 6"	3	EA	\$1,815.00	\$5,445.00	\$890.00	\$2,670.00	\$800.00	\$2,400.00
51	Manhole, Sanitary, Ty A, 4' Dia	1	EA	\$10,000.00	\$10,000.00	\$3,800.00	\$3,800.00	\$5,500.00	\$5,500.00
52	Inside Drop Mahole, Sanitary, Ty A, 4' Dia	1	EA	\$11,000.00	\$11,000.00	\$11,900.00	\$11,900.00	\$9,500.00	\$9,500.00
53	Manhole Removal (Sanitary)	2	EA	\$1,000.00	\$2,000.00	\$575.00	\$1,150.00	\$500.00	\$1,000.00
54	Pipe Underdrain Complete, 4"	1030	L.F.	\$10.00	\$10,300.00	\$12.50	\$12,875.00	\$9.00	\$9,270.00
55	Pipe Underdrain Complete, 6" (Special)	30	L.F.	\$12.00	\$360.00	\$20.00	\$600.00	\$15.00	\$450.00
56	Inlet Single to be Adjusted	5	EA	\$750.00	\$3,750.00	\$1,170.00	\$5,850.00	\$1,000.00	\$5,000.00
57	Inlet Double to be Adjusted	3	EA	\$1,250.00	\$3,750.00	\$1,525.00	\$4,575.00	\$1,300.00	\$3,900.00
58	Manhole to be Adjusted	1	EA	\$500.00	\$500.00	\$1,525.00	\$1,525.00	\$800.00	\$800.00
59	Traffic Control Complete	1	L.SUM	\$21,000.00	\$21,000.00	\$6,500.00	\$6,500.00	\$2,400.00	\$2,400.00
	TOTAL				\$990,240.20		\$1,045,422.95		\$1,049,458.84

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

**McCarthy Improvement
Company**

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (Over 15 Units)	72	Units	\$50.00	\$3,600.00	\$50.00	\$3,600.00		\$0.00
2	Trench Backfill (Water Main)	203	C.Y.	\$47.00	\$9,541.00	\$20.00	\$4,060.00		\$0.00
3	Trench Backfill (Sanitary)	545	C.Y.	\$47.00	\$25,615.00	\$20.00	\$10,900.00		\$0.00
4	Geotechnical Fabric for Ground Stabilization	1500	S.Y.	\$1.25	\$1,875.00	\$1.50	\$2,250.00		\$0.00
5	Seeding Special Complete	1	L.Sum	\$5,000.00	\$5,000.00	\$23,000.00	\$23,000.00		\$0.00
6	Aggregate Base Course, Ty C, 6"	1599	S.Y.	\$8.00	\$12,792.00	\$10.00	\$15,990.00		\$0.00
7	Bituminous Material (Prime Coat)	9570	LBS	\$1.00	\$9,570.00	\$1.00	\$9,570.00		\$0.00
8	Mixture for Cracks, Joints, and Flangeways	75	Tons	\$275.00	\$20,625.00	\$300.00	\$22,500.00		\$0.00
9	Leveling Binder, MM, IL 9.5FG, N50, 1.5"	1056	Tons	\$74.50	\$78,672.00	\$78.00	\$82,368.00		\$0.00
10	Leveling Binder, MM, IL 4.75, N50, 1.0"	90	Tons	\$96.00	\$8,640.00	\$100.00	\$9,000.00		\$0.00
11	Polymerized HMA Surface Course, Mix D, N50, 1.5"	1107	Tons	\$77.00	\$85,239.00	\$78.00	\$86,346.00		\$0.00
12	Polymerized HMA Surface Course, Mix D, N50, 2.0"	185	Tonys	\$90.00	\$16,650.00	\$95.00	\$17,575.00		\$0.00
13	Temporary Ramp	171	S.Y.	\$15.00	\$2,565.00	\$15.00	\$2,565.00		\$0.00
14	Hot-Mix Asphalt Surface Removal, 3"	12240	S.Y.	\$3.50	\$42,840.00	\$3.75	\$45,900.00		\$0.00
15	Hot-Mix Asphalt Surface Removal, 2"	300	S.Y.	\$13.00	\$3,900.00	\$15.00	\$4,500.00		\$0.00
16	PCC Pavement (Special) with Integral Curb, 8"	1390	S.Y.	\$66.00	\$91,740.00	\$61.00	\$84,790.00		\$0.00
17	Pavement Removal	1320	S.Y.	\$11.00	\$14,520.00	\$13.00	\$17,160.00		\$0.00
18	Driveway Pavement Removal	67	S.Y.	\$16.00	\$1,072.00	\$17.00	\$1,139.00		\$0.00
19	PCC Pavement Removal	33	S.Y.	\$81.00	\$2,673.00	\$75.00	\$2,475.00		\$0.00
20	Sidewalk Removal	6660	S.F.	\$1.25	\$8,325.00	\$2.00	\$13,320.00		\$0.00
21	PCC Sidewalk, 4"	4120	S.F.	\$5.75	\$23,690.00	\$9.00	\$37,080.00		\$0.00
22	PCC Sidewalk, 6" Ramp	2270	S.F.	\$15.00	\$34,050.00	\$22.00	\$49,940.00		\$0.00
23	Detectable Warnings	350	S.F.	\$52.00	\$18,200.00	\$50.00	\$17,500.00		\$0.00
24	Class B Patch, TY II, 8"	11	S.Y.	\$230.00	\$2,530.00	\$150.00	\$1,650.00		\$0.00
25	Class B Patch, TY IV, 8"	1116	S.Y.	\$145.00	\$161,820.00	\$120.00	\$133,920.00		\$0.00
26	Class C Patch, Special, 7"	1115	S.Y.	\$130.00	\$144,950.00	\$120.00	\$133,800.00		\$0.00
27	Curb & Gutter Removal & Replacement, B6.12	4201	L.F.	\$38.00	\$159,638.00	\$54.00	\$226,854.00		\$0.00
28	Sawcut Pavement	130	L.F.	\$3.00	\$390.00	\$20.00	\$2,600.00		\$0.00
29	Curb Patch Special	52	S.Y.	\$175.00	\$9,100.00	\$150.00	\$7,800.00		\$0.00
30	Water Main, DIP, P CL 350, 6"	37	L.F.	\$160.00	\$5,920.00	\$175.00	\$6,475.00		\$0.00
31	Water Main, DIP, P, CL 350, 8"	163	L.F.	\$83.00	\$13,529.00	\$125.00	\$20,375.00		\$0.00

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

32	Water Main Removal	184	L.F.	\$59.00	\$10,856.00	\$15.00	\$2,760.00		\$0.00
33	Tee, DI, MJ, 8" x 6"	3	EA	\$582.00	\$1,746.00	\$500.00	\$1,500.00		\$0.00
34	Cross, DI, MJ, 8" x 8"	1	EA	\$695.00	\$695.00	\$800.00	\$800.00		\$0.00
35	45 Degree Bend, DI, MJ, 8"	2	EA	\$415.00	\$830.00	\$400.00	\$800.00		\$0.00
36	90 Degree Bend, DI, MJ, 8"	3	EA	\$200.00	\$600.00	\$400.00	\$1,200.00		\$0.00
37	Reducer, DI, MJ, 8" x 6"	1	EA	\$760.00	\$760.00	\$250.00	\$250.00		\$0.00
38	Cap, 8"	3	EA	\$480.00	\$1,440.00	\$200.00	\$600.00		\$0.00
39	Solid Sleeve, 6"	3	EA	\$415.00	\$1,245.00	\$300.00	\$900.00		\$0.00
40	Valve & Box, 8"	4	EA	\$1,700.00	\$6,800.00	\$1,600.00	\$6,400.00		\$0.00
41	Corporation for Testing, 1"	2	EA	\$265.00	\$530.00	\$400.00	\$800.00		\$0.00
42	Water Service Connection (Corporation), 1"	2	EA	\$265.00	\$530.00	\$400.00	\$800.00		\$0.00
43	Copper Water Service Pipe, 1"	20	L.F.	\$22.00	\$440.00	\$40.00	\$800.00		\$0.00
44	Curb Stop and Box, 1"	2	EA	\$300.00	\$600.00	\$500.00	\$1,000.00		\$0.00
45	Fire Hydrant Assembly Complete	1	EA	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00		\$0.00
46	Fire Hydrant to be Removed	1	EA	\$1,225.00	\$1,225.00	\$750.00	\$750.00		\$0.00
47	Remove Valve Vault	1	EA	\$600.00	\$600.00	\$750.00	\$750.00		\$0.00
48	Sanitary Sewer, DIP, P CL 350, 8"	153	L.F.	\$87.00	\$13,311.00	\$150.00	\$22,950.00		\$0.00
49	Sanitary Sewer Service, 6"	78	L.F.	\$150.00	\$11,700.00	\$125.00	\$9,750.00		\$0.00
50	Reconnect Sanitary Service Lateral, 6"	3	EA	\$1,800.00	\$5,400.00	\$700.00	\$2,100.00		\$0.00
51	Manhole, Sanitary, Ty A, 4' Dia	1	EA	\$16,750.00	\$16,750.00	\$5,000.00	\$5,000.00		\$0.00
52	Inside Drop Mahole, Sanitary, Ty A, 4' Dia	1	EA	\$24,000.00	\$24,000.00	\$13,000.00	\$13,000.00		\$0.00
53	Manhole Removal (Sanitary)	2	EA	\$600.00	\$1,200.00	\$500.00	\$1,000.00		\$0.00
54	Pipe Underdrain Complete, 4"	1030	L.F.	\$13.00	\$13,390.00	\$14.00	\$14,420.00		\$0.00
55	Pipe Underdrain Complete, 6" (Special)	30	L.F.	\$35.00	\$1,050.00	\$20.00	\$600.00		\$0.00
56	Inlet Single to be Adjusted	5	EA	\$1,775.00	\$8,875.00	\$1,200.00	\$6,000.00		\$0.00
57	Inlet Double to be Adjusted	3	EA	\$2,175.00	\$6,525.00	\$1,500.00	\$4,500.00		\$0.00
58	Manhole to be Adjusted	1	EA	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00		\$0.00
59	Traffic Control Complete	1	L.SUM	\$91,000.00	\$91,000.00	\$45,000.00	\$45,000.00		\$0.00
	TOTAL				\$1,247,169.00		\$1,248,432.00		\$0.00

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by deleting "Twelfth Street, on the east side, 175 feet from south of Seventh Avenue to 11th Avenue," and adding in lieu thereof "Twelfth Street, on the east side, 410 feet from south of Seventh Avenue to Eleventh Avenue."

WHEREAS, Council agreed to the approval of striping a street level sidewalk with ramps on both the north and south approach to the street level sidewalk on the east side of 12th Street, between 7th Avenue and 11th Avenue to continue the pedestrian access route in front of the face of the retaining wall at the Committee-of-the-Whole meeting on June 7, 2016; and

WHEREAS, to stripe said sidewalk, parking needs to be prohibited on 12th Street, on the east side, 410 feet from south of 7th Avenue to 11th Avenue.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by deleting "Twelfth Street, on the east side, 175 feet from south of Seventh Avenue to 11th Avenue," and adding in lieu thereof the following when appropriate signs are posted:

"Twelfth Street, on the east side, 410 feet from south of Seventh Avenue to Eleventh Avenue."

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, Section 23-1100, "CREATED; COMPOSITION; APPOINTMENT OF MEMBERS," by repealing said section in its entirety and enacting in lieu thereof one new Section 23-1100 dealing with the same subject matter.

WHEREAS, the Park and Recreation Board seeks to have formal City Council input on Park matters by permitting a member of the City Council to also be a member of the Park and Recreation Board as currently permitted for the Library Board; and

WHEREAS, this ordinance will amend Section 23-1100 of the Code of Ordinances regarding appointment of Park and Recreation Board members to mirror the Code's language for Library Board members and allow not more than one member of the Park and Recreation Board to also be a member of the City Council.

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

Section 1 – That Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 23-1100, "CREATED, COMPOSITION; APPOINTMENT OF MEMBERS," in its entirety and enacting in lieu thereof one new Section 23-1100, which shall read as follows:

"SEC. 23-1100. CREATED; COMPOSITION; APPOINTMENT OF MEMBERS.

There is hereby created and established a park and recreation board for the City which shall be composed of seven (7) members who shall be appointed by the mayor with the advice and consent of the City Council. Not more than one (1) member of the board shall be a member of the City Council."

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/Ordinance No.: 4034-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Quad Cities CVB's "The Great Race Finish Line" scheduled for Sunday, June 26, 2016.

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

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

Sunday, June 26, 2016, 10:00 a.m. to 5:30 p.m.

All lanes of River Drive from the easternmost side of 12th Street to the westernmost side of 15th Street

It shall be an offense to use said roadways for vehicular purposes during said time.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4035-2016
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an IMPACT Memorandum of Understanding for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project; and

DIRECTING City staff to include a requirement of an IMPACT Memorandum of Understanding in any bid specifications for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project that is being managed by the Rock Island County Metropolitan Mass Transit District (MetroLINK).

WHEREAS, the City Council desires to build the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project in a cost efficient and effective manner; and

WHEREAS, Illowa Construction Labor and Management Council (Illowa) requests the City of Moline to enter into an IMPACT Memorandum of Understanding for the construction of the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project; and

WHEREAS, the City Council has determined and hereby expressly finds that the IMPACT agreement will provide increased contractor productivity through the employment of craftsmen who have completed an accredited apprenticeship program and will promote labor stability by ensuring that labor work stoppages, labor job disruption, and labor strikes do not occur for any reason.

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 authorized to execute an IMPACT Memorandum of Understanding for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project; provided, however, that said contract 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 City staff is hereby directed to include in any bid specifications a requirement that the successful bidder shall enter into an IMPACT agreement in any bid specifications for the Quad Cities Multi-Modal Station Bid Release #3 General Construction Project as Bid and Recommended by the Rock Island County Metropolitan Mass Transit District (MetroLINK).

Section 3 – That a copy of said agreement shall be included in the bid specifications if and only if such agreement will not jeopardize or otherwise negatively affect or impact any

funding or funding source otherwise available to fund the project; however, if the loss of funding can be avoided by correcting or changing the requirements of the agreement and the City still receives the funding, then the agreement shall be included.

Section 4 – 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 5 – That this ordinance shall not constitute a repeal of any or all ordinance in conflict herewith, but shall be construed as a one-time variance with regard to such confliction ordinance or resolutions.

Section 6 – 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

**ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL**

IMPACT™

MEMORANDUM OF UNDERSTANDING

**Multi-Modal Facility Renovations & Additions
12th Street & 4th Avenue
Moline, Illinois**

MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, **the signatories to this document will provide the following:**

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this **IMPACT** Agreement. Any economic disputes will be handled in accordance with the provisions of Article XIV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-construction meeting as outlined in Article V, shall be scheduled for each **IMPACT** project.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process.

ARTICLE I
RECOGNITION

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an **IMPACT** Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council Local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

ARTICLE II
UNION SECURITY

Any employee, who, at the time of employment, is a member in good standing of any AFL-CIO Building Trades Union shall be considered in compliance with the Union Security Article.

ARTICLE III
NON-DISCRIMINATION

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

ARTICLE IV
SCOPE OF WORK

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractors signatory to this memorandum.

This Memorandum of Understanding shall apply only to those projects set forth herein:

OWNER: City of Moline

PROJECT: Multi-Modal Facility Renovations & Additions

LOCATION: 12th Street & 4th Avenue, Moline, Illinois

BID DATE: June 16, 2016

ARTICLE V
PRE-CONSTRUCTION MEETING

In order to assure that all parties have a clear understanding of the construction project, IMPACT Agreement, and to promote labor and management cooperation, a pre-construction meeting shall be held with all signatory parties and the general contractor or construction manager prior to the start of the project. The general contractor or construction manager will discuss the scope of work, schedule, and specifications of the construction project.

MANDATORY pre-construction meeting outline:

- A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Management Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.
- B. Representatives of the general contractor or construction manager and Tri-City Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE VI
UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects operated within the plant locations, subject to contractor and owner regulations.

ARTICLE VII
WAGES & BENEFITS

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

ARTICLE VIII
HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Years Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ARTICLE IX
SUPERVISION

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

ARTICLE X
WORK HOURS PER DAY

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the contractor and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

ARTICLE XI
SAFETY

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner, company, applicable local or area collective bargaining agreement or applicable safety laws.

ARTICLE XII
APPRENTICES

Apprentice ratios shall be as provided in each respective craft's local labor agreement. The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

ARTICLE XIII
HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

ARTICLE XIV
LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

ARTICLE XV
MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline for just cause.
5. Transfer, promote or demote employees and supervision.
6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

ARTICLE XVI
ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that the bidding contractors, after contacting suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a project specific agreement with the respective craft.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

ARTICLE XVII
ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

ARTICLE XIII
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on _____ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

ARTICLE XIX
GENERAL SAVINGS CLAUSE

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

**ILLOWA CONSTRUCTION LABOR
AND MANAGEMENT COUNCIL**

OWNER

Co-Chairman -- Labor

Scott Raes, Mayor

Co-Chairman -- Management

**City of Moline
619 16th Street
Moline, Illinois 61265**

CONTRACTOR

ATTEST:

Name/Title

Tracy A. Koranda, City Clerk

Date

APPROVED AS TO FORM

Maureen E. Riggs, City Attorney

ADDENDUM
Multi-Modal Facility Renovations & Additions

- A.** “The ILLOWA CONSTRUCTION LABOR AND MANAGEMENT COUNCIL hereby agrees to release, indemnify and save harmless the City of Moline, Illinois, from and against any and all claims and obligations regarding challenges to project labor agreement. Notice of any challenges must be given, in writing, to Illowa with the right to intervene in any lawsuit regarding such challenges to the IMPACT Agreement. ILLOWA reserves the right to choose its own legal counsel to defend such lawsuits. All legal fees and costs must be pre-submitted, where possible, to ILLOWA for approval, “Challenges” to the project labor agreement include, without limitation, any challenge to legality, authority, funding or any other challenge.”
- B.** “Should the execution or use of this IMPACT/Project Labor Agreement result in the loss of any project funding for which the City of Moline would otherwise be eligible, then this Agreement shall be null and void and of no further force and effect and the City of Moline shall be released from its responsibilities hereunder; provided, however, that if the loss of funding can be avoided by correcting or changing the requirements of this project labor agreement and the City of Moline still receives the funding, then Article XVII shall apply.”

Council Bill No./Special Ordinance No. 4036-2016
Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) of the Moline Code of Ordinances to relocate installation of a sidewalk for property located at 711 41st Avenue Drive.

WHEREAS, the developer of the property addressed as 711 41st Avenue Drive (parcel #07-14551) has requested a variance from installing a sidewalk along the east side of 7th Street; and

WHEREAS, the developer of the property has requested to install said sidewalk along the west side of 7th Street as an alternative; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, Paul A. Loete, Director of Highways for the Illinois Department of Transportation Region 2, has recommended that the sidewalk be constructed on the west side of 7th Street because construction on the east side of 7th Street will impact a sensitive wetland and vegetation and will require significant fill; and

WHEREAS, the proposal will include crosswalk and curb ramp accommodations to route pedestrian traffic from the existing sidewalk to the proposed sidewalk; and

WHEREAS, the City Council has identified physical hardships on the above-mentioned property, including a severe slope and reduced storm water detention capacity with installation of the required sidewalk.

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

Section 1 – That this Council hereby finds and declares that it is in the best interests of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 711 41st Avenue Drive to relocate installation of a sidewalk.

Parcel 1

Lot 1 in Riverplace Centre Second Subdivision, being a Replat of Lots 1, 2, 3 of Riverplace Centre Subdivision to the City of Moline, situated in the City of Moline, Rock Island County, Illinois.

Parcel 2

Easement for ingress and egress as shown on the Plat of Subdivision for Riverplace Centre Addition recorded July, 1994 in Plat Book 46, Page 398 as Document No. 94-

17599; and as created Easement Agreement recorded June 28, 1990 in Record Bank 1348, Page 422 as Document No. 90-11039.

Section 2 – 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 3 – 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 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



APPLICATION
Request for Variance
To Delay Installation of a Public Sidewalk

For Staff Use Only
Date: 4.25.16
Case #: PC16-01
\$400.00 Application Fee
(NON-REFUNDABLE)

APPLICANT:

Name: Build to Suit, Inc Interest in Property: Contract Holder
Address: 1805 State Street Suite 101 Bettendorf, IA 52722
Phone: 563-355-2022 Email: kevink@buildtosuitinc.com

LEGAL DESCRIPTION OF PROPERTY (from deed or survey):

Lot 1, Riverplace Centre Subdivision, in the City of Moline, County of Rock Island, Illinois.
Parcel 14551

_____ also known as _____ and zoned _____
(address)

APPLICANT REQUEST:

The applicant petitions the City Council for a variance to delay construction of a public sidewalk at the above location.

APPROVAL POLICY AND CRITERIA:

Sidewalks are a fundamental component of good land development. Sidewalks provide essential linkages between neighborhoods, allow for the safe movement of the pedestrian public, and contribute to the community's health, safety, and welfare by enhancing those areas of the public realm. The Subdivision Code explicitly states: "Sidewalks shall be installed on both sides of all streets. Sidewalks shall be installed at the time the lot is developed or prior to issuance of the Occupancy Permit."

A request for a variance to the sidewalk requirements of the Subdivision Code is not always permanent, and it may not reduce the expense required to install a sidewalk. The City Council reserves the right to require installation of a sidewalk at a later date as circumstances change, or it may require the developer or property owner to pay an amount equal to the cost of installing the sidewalk for which the variance has been sought.

A variance is not a right. It may be granted to an applicant only if the applicant establishes that strict adherence to this Code will result in undue hardship because of site characteristics that are not applicable to most other properties. Such variances shall be granted only when the applicant establishes that all of the following criteria are satisfied (please respond to each of the following criteria):

1. **An unnecessary hardship exists that was created by topographical or other conditions peculiar to this site.**
The slopes along the east side of 7th Street are severe. Complicating the issue are utility poles that will require the sidewalk to be placed further behind the curb to the east thus creating more fill to get a surface wide enough to place the sidewalk. Further complicating this fill process are wetland areas at the toe of the slope. See attached email from Illinois DOT on the issue.

2. **Pedestrian Safety.**

Due to the slopes present, if we were able to install a sidewalk it would require guardrails for safety.

We feel the proposed installation on the west side of 7th Street will be much safer.

3. **The proximity of connection to the existing sidewalk network.**

There is one sidewalk in the area, coming from the south.

4. **Planned future development or redevelopment of surrounding properties.**

This is the last lot to be developed in the area.

5. **The classification of street and its type of construction.**

6. **Planned future street improvements.**

(If you have additional comments, please attach to the application.)

Signature of Applicant:



Date:

3/8/16

GENERAL NOTES

- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF MOLINE DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
- ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.

GRADING NOTES

- ALL ELEVATIONS SHOWN ARE TO FLOWLINE FINISHED GRADE OR TOP OF PAVEMENT UNLESS OTHERWISE STATED.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN TO POND ON PROPERTY.
- PRIOR TO PLACEMENT OF ANY FILL, THE STRIPPED SITE SHALL BE SCARIFIED TO A DEPTH OF 9 INCHES AND RE-COMPACTED TO DENSITIES SPECIFIED BELOW. ANY UNSUITABLE SOILS FOUND AT THIS TIME SHALL BE DRIED AND RE-COMPACTED OR REMOVED IF REQUIRED COMPACTION CANNOT BE OBTAINED.
- ALL FILL MATERIAL SHALL CONSIST OF APPROVED, SUITABLE SOILS PLACED IN LOOSE LIFTS OF 9 INCHES OR LESS AND COMPACTED TO AT LEAST 95% OF THE MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698). THE COMPACTION WILL BE FIELD TESTED BY A SOILS ENGINEERING CONSULTANT REPRESENTING THE OWNER.
- SOIL AMENDED TO SOIL BELOW SURFACE. THE AMENDED SOIL SHALL BE: EXISTING TOPSOIL 20%, COMPOST MULCH 35%, CLEAN SAND 45%. MIX THOROUGHLY AND CLEAN AND CLEAN UN-COMPACTED. LEAVE 3"-6" HIGH TO ALLOW FOR NATURAL SETTLING.
- PROJECT WILL BE COVERED BY A GENERAL PERMIT REGULATING RUNOFF FROM CONSTRUCTION SITES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE REQUIRED MONITORING, INSPECTION AND MAINTENANCE AS REQUIRED BY THE PERMIT.
- ALL DISTURBED EMBANKMENTS GREATER THAN 3:1 SLOPES SHALL BE SEEDED ACCORDING TO A RECOMMENDED SEEDING MIX BY THE LANDSCAPER AND COVERED WITH EROSION CONTROL BLANKETS OR AS DIRECTED BY PLAN DOCUMENTS.
- CONTRACTOR SHALL ADHERE TO THE CITY OF MOLINE EROSION AND SEDIMENT CONTROL REGULATIONS AND THE STATE OF ILLINOIS CONSTRUCTION SITE EROSION CONTROL MANUAL.

EROSION CONTROL NOTES

- EROSION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS WHERE POSSIBLE.
- CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT OFF-SITE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS. ANY SEDIMENT DEPOSITED ON PUBLIC ROADS SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
- SHOWN LOCATION OF SILTATION CONTROL IS APPROXIMATE. ACTUAL LOCATIONS TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION.
- WATER PUMPED DURING CONSTRUCTION OPERATIONS SHALL BE FILTERED.
- ONCE CONSTRUCTION HAS BEEN COMPLETED, OR TEMPORARILY SUSPENDED FOR LONGER THAN 21 DAYS (SUCH AS WINTER SHUTDOWN), THE CONTRACTOR SHALL SEED ALL AREAS DISTURBED WITHIN 21 DAYS OF THE LAST DISTURBANCE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE CONTRACTOR ESTABLISHES A GOOD STAND OF GRASS OF UNIFORM COLOR AND DENSITY TO THE SATISFACTION OF THE ENGINEER.
- CONTRACTOR SHALL ADHERE TO THE ILLINOIS CONSTRUCTION SITE EROSION CONTROL MANUAL.
- ALL EROSION CONTROL MEASURES MUST BE INSTALLED (WHERE POSSIBLE) PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
- EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH PRECIPITATION EVENT AND REPLACED OR REPAIRED AS NECESSARY.
- SILT FENCE AND SEDIMENT BASIN SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO WITHIN ONE FOOT OF THE TOP OF THE SILT FENCE.
- PROJECT WILL BE COVERED BY A GENERAL PERMIT REGULATING RUNOFF FROM CONSTRUCTION SITES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE REQUIRED MONITORING, INSPECTION AND MAINTENANCE AS REQUIRED BY THE PERMIT.
- CONCRETE WASHOUT DEBRIS SHOULD BE HAULED OFF-SITE. WASHOUT SHOULD BE FILLED IN AND SEEDED.
- ALL AREAS DISTURBED BEYOND LIMITS SHOWN SHOULD BE SEEDED WITH ADJACENT SEED MIXTURE OR IN-KIND.

UTILITY NOTES

- THE PRIVATE FIREMAIN SHOULD BE PRESSURE TESTED IN ACCORDANCE WITH NFPA 24.
- ALL GATE VALVES SHALL BE INSTALLED WITH VALVE BOX.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- ALL EXISTING UNDERGROUND UTILITIES SHOWN WERE LOCATED PARTIALLY IN THE FIELD AND PARTIALLY FROM REVIEW OF EXISTING PUBLIC RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT EACH UTILITY COMPANY FOR THE FIELD LOCATION OF THEIR EXISTING LINES IN OR NEARBY THE CONSTRUCTION AREA PRIOR TO BEGINNING ANY CONSTRUCTION.
- THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.

GENERAL NOTES-CIVIL ITEMS

- ALL WORK SHALL BE PERFORMED IN GENERAL CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- CLEARING AND DEMOLITION. MARK AND PROTECT ITEMS TO BE SAVED, REUSED OR ATTACHED TO. CUT PRIOR TO REMOVAL AND DISPOSE OF REMOVAL MATERIALS IN AN APPROVED LANDFILL, RECYCLE MATERIAL WHERE POSSIBLE. REMOVE TREES COMPLETELY, INCLUDING STUMPS, REFILLING AND COMPACTING EXCAVATIONS.
- EARTHWORK. PERFORM ROUGH GRADING TO WITHIN THREE INCHES OF FINAL GRADE WITHOUT CREATING PONDING. STORE EXCESS SOILS TO BE REUSED ON SITE. HAUL EXCESS SOILS OFF SITE. PROTECT SPOIL AREAS FROM EROSION AND COMPLY WITH EPA AND LOCAL REQUIREMENTS FOR EROSION CONTROL. STRUCTURAL FILLS SUPPORTING STRUCTURES INCLUDING FLATWORK SHALL BE COMPACTED TO 95% OF THE MATERIAL MAXIMUM DRY DENSITY AS DETERMINED BY ASTM METHOD D-698 (STANDARD DENSITY). PERFORM FINAL GRADING TO WITHIN 1" OF PLAN ELEVATIONS IN LANDSCAPE AREAS, AND WITHIN 1/2" IN PAVEMENT AND WALK AREAS. LANDSCAPE AREAS SHALL RECEIVE 4" OF SOIL CAPABLE OF SUPPORTING GROWTH. BE SEEDED AT A MINIMUM OF 5LBS/ACRE OF 50% KY BLUEGRASS, 25% PERENNIAL RYEGRASS AND 25% CREEPING RED FESCUE. FERTILIZER IS REQUIRED AT 10LBS/1000SF AT A 1-1-1 RATIO OF NUTRIENT, P-N-P. STRAW OR OTHER ACCEPTABLE MULCH IS REQUIRED.
- PORTLAND CEMENT CONCRETE. CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES. COMPRESSING STRENGTH SHALL BE 3500PSI IN 14 DAYS. AIR ENTRAINMENT SHALL BE BETWEEN 5% AND 8% AND SLUMP SHALL BE 4 INCHES OR LESS ALL AS MEASURED BY THE APPROPRIATE ASTM METHODS. REINFORCING STEEL SHALL BE ASTM CERTIFIED 60KSI TENSILE STRENGTH. REINFORCING STEEL SHALL BE #4 SIZE UNLESS OTHERWISE SPECIFIED. HANDRAILS, BOLLARDS, AND OTHER APPURTENANCES SHALL BE INSTALLED PER PLAN AND MEET JURISDICTIONAL REQUIREMENTS.
- UTILITY PIPING. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION METHODS INCLUDING BACKFILL MATERIAL AND MATERIAL DEPTHS. PIPE MATERIAL SHALL BE AS SPECIFIED ON THE PLANS. ALL MATERIAL SHALL MEET THE REQUIREMENTS OF THE LOCAL JURISDICTION FOR STRENGTH, MATERIAL TYPE AND CONFORMITY WITH THE EXISTING SYSTEM. SEWER LINES SHALL BE CONSTRUCTED STRAIGHT TO THE SPECIFIED LINE AND GRADES. MANHOLES, STORM INLETS, VALVE BOXES AND APPURTENANCES SHALL BE ADJUSTED TO GRADE OR PER PLAN PRIOR TO SEEDING/LANDSCAPING ACTIVITIES.
- CLEANUP AND FINAL INSPECTION. WORK BROKEN OR DAMAGED BY CONTRACTOR ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. ALL WASTE MATERIAL, CONCRETE WASHOUT, LANDSCAPE WASTE AND BUILDING MATERIAL SHALL BE REMOVED. SOIL SHALL BE REMOVED FROM PAVED AREAS AND THE PROJECT SHALL BE LEFT IN A CLEAN AND WORKMANLIKE MANNER.



HORIZONTAL CONTROL - NAD 83			
POINT #	NORTHING	EASTING	DESCRIPTION
1	1749469.3160	2197617.7550	FORESIGHT #5REBAR
2	1749925.9740	2197583.8210	FORESIGHT #5REBAR
100	1749734.7640	2197760.9950	FORESIGHT #5REBAR
101	1749948.5010	2197705.4780	FORESIGHT #5REBAR
102	1749505.2220	2197392.6370	FORESIGHT #5REBAR

VERTICAL DATUM - NAVD 88 DATUM		
	DESCRIPTION	ELEVATION
TBM-1	CUT "X" IN CONCRETE LIGHT POLE BASE IN MEDIAN AT 41ST AVE DRIVE ENTRANCE TO SHOPPING CENTER	577.31
TBM-2	CUT "X" IN CONC LIGHT POLE BASE ON NORTH SIDE OF LOT 2 ACCESS DRIVE, AT SW CORNER OF BLDG	576.62



SITE CONTROL
SCALE: 1" = 60'

LEGEND

PROPOSED	EXISTING	
		STORM MANHOLE
		STORM INLET
		STORM DOUBLE INLET
		FLARED END SECTION
		DOWNSPOUT
		SANITARY MANHOLE
		SANITARY/STORM CLEANOUT
		UNKNOWN MANHOLE
		WATER VALVE
		HYDRANT
		WELL
		SPRINKLER BOX
		WATER METER
		WATER SERVICE
		POWER POLE
		POWER POLE W/ LIGHT
		POWER POLE W/ METER
		GUY WIRE
		GUY POLE
		ELECTRIC MANHOLE
		ELECTRIC PEDESTAL/TRANSFORMER
		ELECTRIC METER
		TELEPHONE POLE
		TELEPHONE MANHOLE
		TELEPHONE PEDESTAL
		UTILITY MANHOLE
		HANDHOLE
		GAS VALVE
		LIGHT POLE
		VAPOR LIGHT
		LIGHT JUNCTION BOX
		SIGN
		FLAGPOLE
		POST/BOLLARD
		CONIFER TREE
		DECIDUOUS TREE
		BUSH/SHRUB
		TREE STUMP
		CONTROL POINT
		BENCHMARK
		SOIL BORING HOLE
		R.O.W. MARKER, FOUND
		RAILROAD SPIKE, FOUND
		PIPE, FOUND
		CONCRETE MONUMENT, FOUND
		MEASURED DIMENSION
		RECORDED DIMENSION
		SPOT ELEVATION
		GRADE LABEL
		DRAINAGE SLOPE
		LINE CONTINUATION
		SURVEY BOUNDARY
		PROPERTY LINE
		CENTERLINE
		HISTORICAL LINE - AS NOTED
		EASEMENT LINE
		SECTION LINE
		R.O.W. LINE
		SETBACK LINE
		FORCE MAIN
		SANITARY SEWER
		STORM SEWER
		PIPE UNDERDRAIN
		WATER LINE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		GAS LINE
		TELEPHONE LINE
		UTILITY LINE
		EDGE OF WATER LINE/DITCH FLOWLINE
		CHAIN LINK FENCE
		SILT FENCE
		CONTOUR
		GUARD RAIL
		TREE LINE
		FLOOD PLAIN
		FLOODWAY
		CONSTRUCTION LIMITS

NO.	REVISIONS	DATE
	DESCRIPTION	

Missman, Inc.
Professional Engineers & Land Surveyors

Rock Island, IL • (815) 768-7444
Bettendorf, IA • (563) 344-0230
Dekalb, IL • (815) 965-6400
Rockford, IL • (815) 965-6400
www.missman.com

**BTS - 7TH STREET & JOHN DEERE ROAD
COMMERCIAL LOT
MOLINE, ILLINOIS**

SITE CONTROL LEGEND AND NOTES

Missman Project No: C16L002

File Name: C16L002-NOTES AND DETAILS.dwg

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Field Book No: #####

Drawn By: ABL

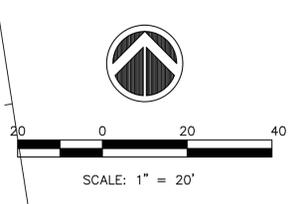
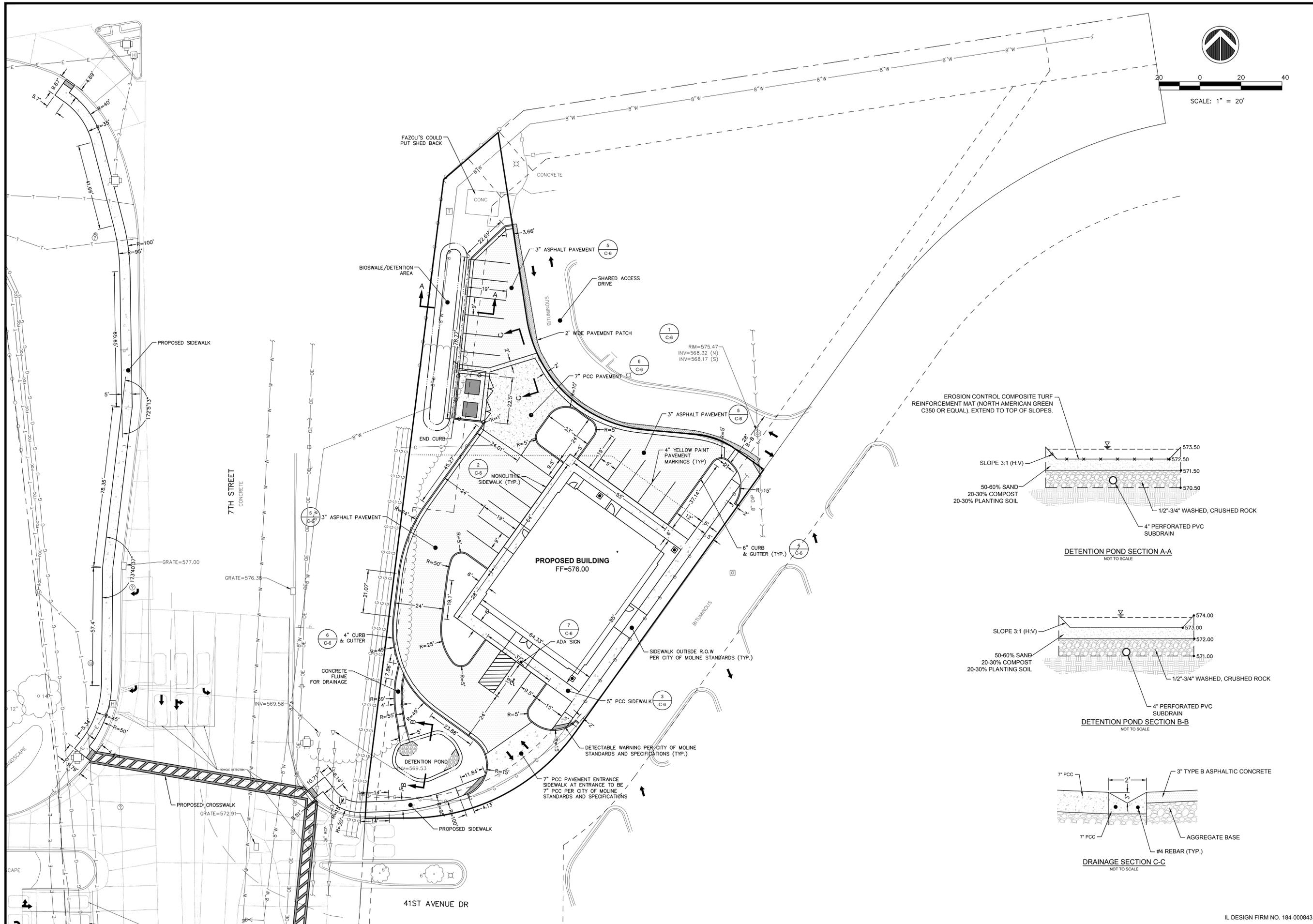
Checked By: JLH

Date: 05/03/2016

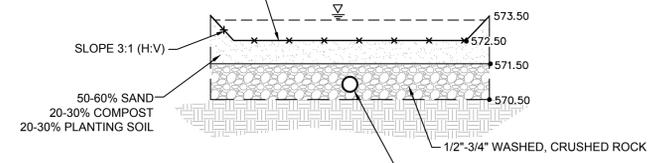
C-1

IL DESIGN FIRM NO. 184-000843

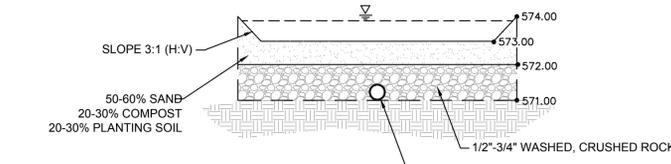
Sheet 2 of 7



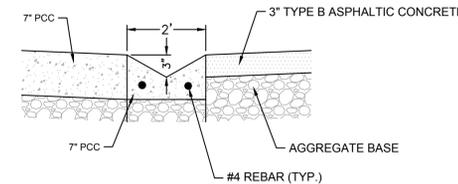
EROSION CONTROL COMPOSITE TURF REINFORCEMENT MAT (NORTH AMERICAN GREEN C350 OR EQUAL). EXTEND TO TOP OF SLOPES.



DETENTION POND SECTION A-A
NOT TO SCALE



DETENTION POND SECTION B-B
NOT TO SCALE



DRAINAGE SECTION C-C
NOT TO SCALE

NO.	REVISIONS DESCRIPTION	DATE

MISSMAN, INC.
Professional Engineers & Land Surveyors

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(815) 344-0200 • (815) 965-6400 • (815) 748-5543
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BTS - 7TH STREET & JOHN DEERE ROAD
COMMERCIAL LOT
MOLINE, ILLINOIS

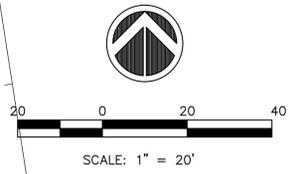
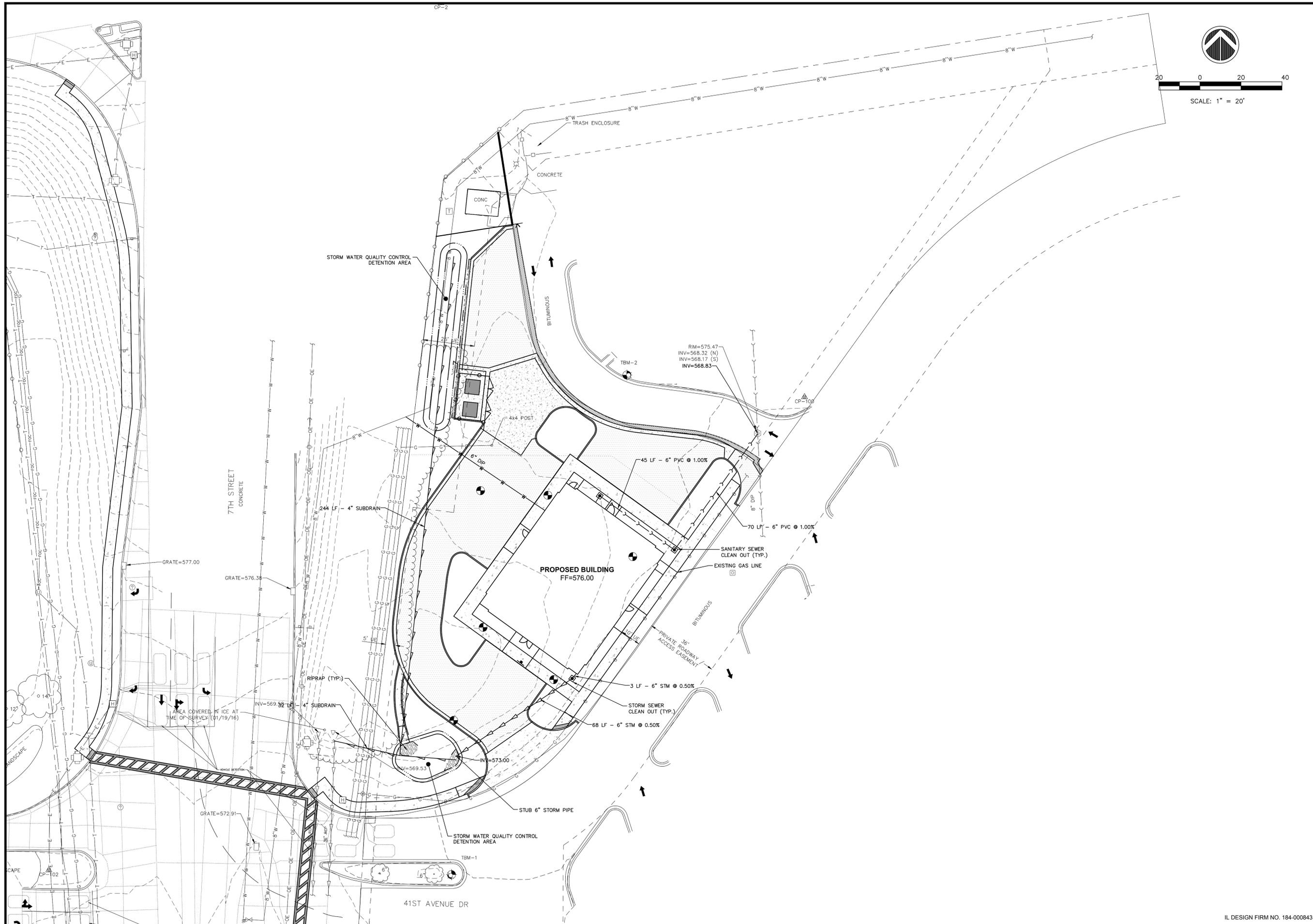
SITE LAYOUT AND PAVING PLAN

Missman Project No: C16L002
File Name: C16L002-SITE PLAN.dwg
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Field Book No: #####
Drawn By: ABL
Checked By: JLH
Date: 05/03/2016

C-3

IL DESIGN FIRM NO. 184-000843





REVISIONS	
No.	DESCRIPTION

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MOLINE, ILLINOIS

UTILITY PLAN

Missman Project No:
C16L002

File Name:
C16L002-GRADING AND
UTILITY PLAN

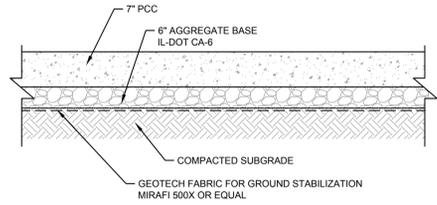
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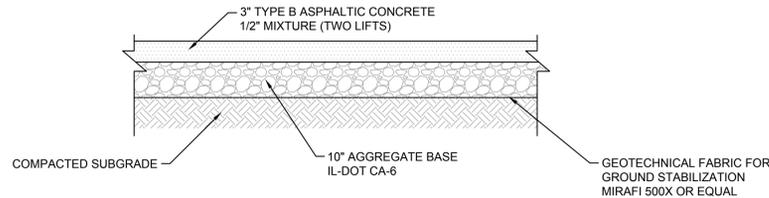
Drawn By: ABL

Checked By: JLH

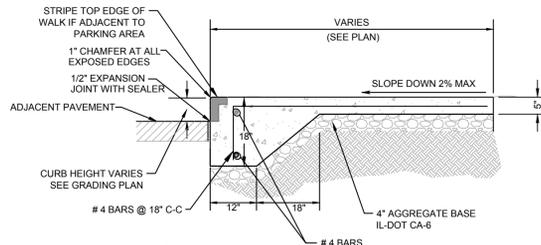
Date: 05/03/2016



1 PCC PAVEMENT DETAIL
NOT TO SCALE

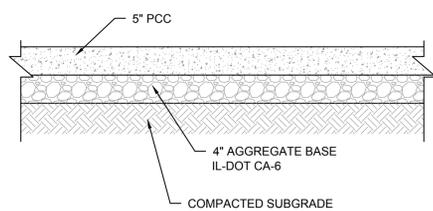


5 ASPHALT PAVEMENT DETAIL
NOT TO SCALE



- NOTES:**
1. BROOM FINISH PER ARCHITECT.
 2. TURN DOWN EDGE AT PAVEMENT AREA ONLY.
 3. PROVIDE 3/8" WIDE BY 1" DEEP TOOLED CONTRACTION JOINTS @ 5' O.C. MAX.

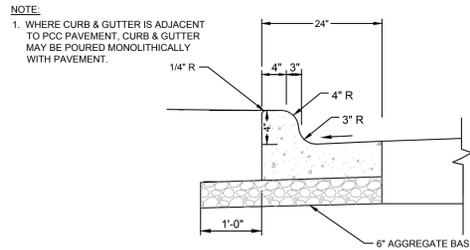
2 MONOLITHIC PCC SIDEWALK
NOT TO SCALE



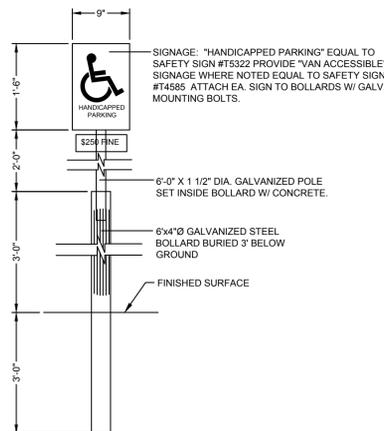
3 SITE SIDEWALK
NOT TO SCALE

NOTES:

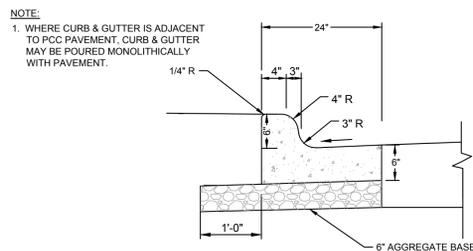
1. PROVIDE 3/8" WIDE x 1" DEEP TOOLED CONTRACTION JOINTS (TJ) AT 5' O.C. MAX.
2. TURN DOWN EDGE AT PAVEMENT AREA ONLY.
3. INSTALL 1/2" THICK EXPANSION JOINT AT 50' MAXIMUM SPACING AND AT DRIVEWAYS, BACK OF CURB, PROPERTY LINES, AND AT OTHER SIDEWALKS. EXPANSION JOINTS AT BACK OF CURB SHALL BE SEALED WITH APPROVED POURED JOINT SEALER.



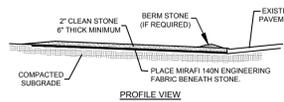
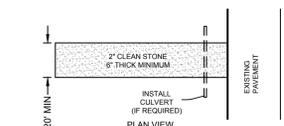
6 4" CURB AND GUTTER
NOT TO SCALE



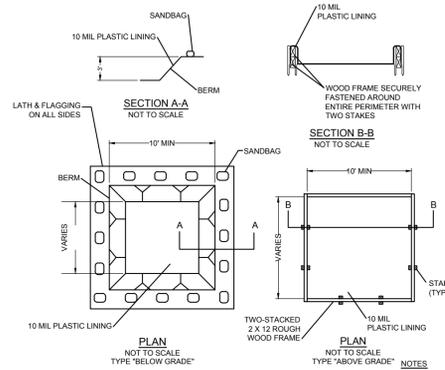
7 ADA PARKING SIGN DETAIL
NOT TO SCALE



4 6" CURB AND GUTTER
NOT TO SCALE

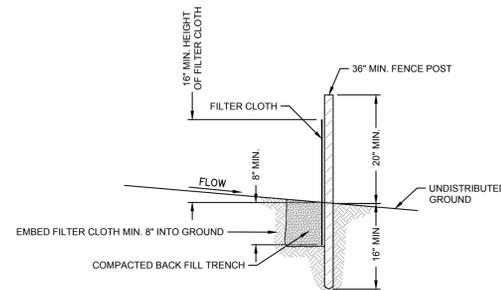


8 CONSTRUCTION ENTRANCE
NOT TO SCALE



9 CONCRETE WASH MANAGEMENT
NOT TO SCALE

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



10 PERIMETER SEDIMENT CONTROL DETAIL
NOT TO SCALE

PERIMETER SEDIMENT CONTROL NOTES:

1. FENCE POST TO BE STEEL "T" OR "U" TYPE OR 2" HARDWOOD. FENCE POSTS ARE TO BE DRIVEN INTO GROUND 16" MIN. AT 10' MAXIMUM SPACING.
2. FILTER CLOTH TO BE FILTER X, MIRAFI 100X, STABILINKA T140N. CLOTH TO BE FASTENED SECURELY TO FENCE POSTS. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

REVISIONS	DESCRIPTION	DATE
No.		

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BTS - 7TH STREET & JOHN DEERE ROAD
COMMERCIAL LOT
MOLINE, ILLINOIS

DETAILS

Missman Project No:
C16L002

File Name:
C16L002-NOTES AND
DETAILS.dwg
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Field Book No:####

Drawn By: ABL

Checked By: JLH

Date: 05/03/2016

C-6

Sheet 7 of 7

Moline, Illinois
[View on Google Maps](#)



REQUIRED LOCATION



John Deere Rd
Moline, Illinois
[View on Google Maps](#)



John Deere Rd

John Deere Rd

REQUIRED LOCATION

Moline, Illinois

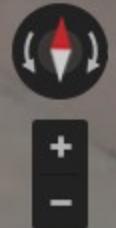
[View on Google Maps](#)

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7th St
7th St

PROPOSED LOCATION



John Deere Rd
Moline, Illinois
[View on Google Maps](#)

PROPOSED LOCATION



City of Moline

May 2016
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 05/31/2016

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$43,792,860	\$13,694,847	\$30,098,013
Expenditures	\$43,792,860	\$12,940,437	\$30,852,423
Difference	\$0	\$754,409	
GENERAL TRUST FUND			
Revenues	\$447,000	\$250,814	\$196,186
Expenditures	\$447,000	\$50,044	\$396,956
Difference	\$0	\$200,770	
SFOOR GRANT			
Revenues	\$0	\$591	(\$591)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$591	
TOURISM FUND			
Revenues	\$160,000	\$107,502	\$52,498
Expenditures	\$160,000	\$0	\$160,000
Difference	\$0	\$107,502	
LEAD GRANT			
Revenues	\$843,830	\$327,992	\$515,838
Expenditures	\$843,830	\$248,787	\$595,043
Difference	\$0	\$79,204	
HOMEBUYER TRUST GRANT			
Revenues	\$1,395	\$86,239	(\$84,844)
Expenditures	\$1,395	\$43	\$1,352
Difference	\$0	\$86,195	
EMERGENCY REPAIR GRANT			
Revenues	\$30,740	\$21,709	\$9,031
Expenditures	\$30,740	\$0	\$30,740
Difference	\$0	\$21,709	
ABANDONED PROP PROGRAM			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
NSP2 GRANT			
Revenues	\$77,080	\$79,791	(\$2,711)
Expenditures	\$77,080	\$21,358	\$55,722
Difference	\$0	\$58,434	
AG GRANT			
Revenues	\$150,000	\$0	\$150,000
Expenditures	\$150,000	\$31,862	\$118,138
Difference	\$0	(\$31,862)	

	BUDGET	YTD ACTUAL	VARIANCE
BLIGHT REDUCTION PROGRAM			
Revenues	\$350,000	\$0	\$350,000
Expenditures	\$350,000	\$44,116	\$305,884
Difference	\$0	(\$44,116)	
LIBRARY FUND			
Revenues	\$3,317,025	\$173,788	\$3,143,237
Expenditures	\$3,317,025	\$1,117,624	\$2,199,401
Difference	\$0	(\$943,836)	
PARK FUND			
Revenues	\$3,753,090	\$587,180	\$3,165,910
Expenditures	\$3,753,090	\$1,119,244	\$2,633,846
Difference	\$0	(\$532,064)	
MOTOR FUEL TAX FUND			
Revenues	\$4,819,440	\$470,963	\$4,348,477
Expenditures	\$4,819,440	\$284,971	\$4,534,469
Difference	\$0	\$185,991	
COMMUNITY DEVELOPMENT			
Revenues	\$661,740	\$461,164	\$200,576
Expenditures	\$661,740	\$141,011	\$520,729
Difference	\$0	\$320,153	
REVOLVING LOAN FUND			
Revenues	\$222,375	\$8,240	\$214,135
Expenditures	\$222,375	\$0	\$222,375
Difference	\$0	\$8,240	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,284,925	\$167,093	\$3,117,832
Expenditures	\$3,284,925	\$259,839	\$3,025,086
Difference	\$0	(\$92,746)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$237,950	\$247	\$237,703
Expenditures	\$237,950	\$51,703	\$186,248
Difference	\$0	(\$51,456)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$56,015	\$382	\$55,633
Expenditures	\$56,015	\$7,702	\$48,313
Difference	\$0	(\$7,320)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$416,620	\$10,671	\$405,949
Expenditures	\$416,620	\$138,229	\$278,391
Difference	\$0	(\$127,559)	
TIF #5 KONE CENTRE			
Revenues	\$495,035	\$12	\$495,023
Expenditures	\$495,035	\$0	\$495,035
Difference	\$0	\$12	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #6 MOLINE PL PHASE II			
Revenues	\$175,435	\$0	\$175,435
Expenditures	\$175,435	\$26,526	\$148,909
Difference	\$0	(\$26,526)	
TIF #7 BUSINESS PARK			
Revenues	\$5,976,175	\$1,693	\$5,974,482
Expenditures	\$5,976,175	\$1,438,604	\$4,537,571
Difference	\$0	(\$1,436,911)	
TIF #9 Route 150			
Revenues	\$8,055	\$0	\$8,055
Expenditures	\$8,055	\$0	\$8,055
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$35,000	\$0	\$35,000
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$141,375	\$3	\$141,372
Expenditures	\$141,375	\$0	\$141,375
Difference	\$0	\$3	
SPECIAL SERVICE AREA #5			
Revenues	\$177,485	\$10,100	\$167,385
Expenditures	\$177,485	\$27,572	\$149,913
Difference	\$0	(\$17,472)	
SPECIAL SERVICE AREA #6			
Revenues	\$258,415	\$8,027	\$250,388
Expenditures	\$258,415	\$64,780	\$193,635
Difference	\$0	(\$56,752)	
TIF #11 MULTI MODAL			
Revenues	\$3,087,525	\$0	\$3,087,525
Expenditures	\$3,087,525	\$121,355	\$2,966,170
Difference	\$0	(\$121,355)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$147,740	\$3	\$147,737
Expenditures	\$147,740	\$68,868	\$78,872
Difference	\$0	(\$68,864)	
TIF #13 MOLINE CENTRE			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$345,621	(\$345,621)
Difference	\$0	(\$345,621)	
WATER FUND			
Revenues	\$9,761,615	\$3,752,755	\$6,008,860
Expenditures	\$9,761,615	\$3,400,768	\$6,360,847
Difference	\$0	\$351,987	

	BUDGET	YTD ACTUAL	VARIANCE
WPC FUND			
Revenues	\$27,022,650	\$8,535,641	\$18,487,009
Expenditures	\$27,022,650	\$6,479,450	\$20,543,200
Difference	\$0	\$2,056,191	
STORMWATER UTILITY			
Revenues	\$1,017,175	\$441,281	\$575,894
Expenditures	\$1,017,175	\$360,523	\$656,652
Difference	\$0	\$80,758	
FIRE PENSION			
Revenues	\$7,631,375	\$232,279	\$7,399,096
Expenditures	\$7,631,375	\$1,740,784	\$5,890,591
Difference	\$0	(\$1,508,505)	
REHER ART GALLERY			
Revenues	\$50,500	\$0	\$50,500
Expenditures	\$50,500	\$2,190	\$48,310
Difference	\$0	(\$2,189)	
PERPETUAL CARE FUND			
Revenues	\$13,520	\$7,809	\$5,711
Expenditures	\$13,520	\$0	\$13,520
Difference	\$0	\$7,809	
PARK/CEMETERY GIFTS			
Revenues	\$12,000	\$9,224	\$2,776
Expenditures	\$12,000	\$13,771	(\$1,771)
Difference	\$0	(\$4,547)	
FOREIGN FIRE INS TAX			
Revenues	\$48,000	\$0	\$48,000
Expenditures	\$48,000	\$23,943	\$24,057
Difference	\$0	(\$23,943)	
POLICE PENSION			
Revenues	\$7,082,030	\$314,929	\$6,767,101
Expenditures	\$7,082,030	\$1,388,062	\$5,693,968
Difference	\$0	(\$1,073,133)	
LIBRARY TRUST			
Revenues	\$80,000	\$223,203	(\$143,203)
Expenditures	\$80,000	\$151,259	(\$71,259)
Difference	\$0	\$71,944	
HEALTH BENEFIT FUND			
Revenues	\$7,181,240	\$2,645,482	\$4,535,758
Expenditures	\$7,181,240	\$3,889,946	\$3,291,294
Difference	\$0	(\$1,244,465)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$506,945	(\$6,945)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$506,945	

	BUDGET	YTD ACTUAL	VARIANCE
INFORMATION TECHNOLOGY			
Revenues	\$1,289,090	\$451,322	\$837,768
Expenditures	\$1,289,090	\$600,220	\$688,870
Difference	\$0	(\$148,898)	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$208,025	\$30,001	\$178,024
Expenditures	\$208,025	\$0	\$208,025
Difference	\$0	\$30,001	
LIABILITY FUND			
Revenues	\$3,932,920	\$1,339,775	\$2,593,145
Expenditures	\$3,932,920	\$1,451,037	\$2,481,883
Difference	\$0	(\$111,262)	
FLEET SERVICES			
Revenues	\$4,771,095	\$1,786,574	\$2,984,521
Expenditures	\$4,771,095	\$1,609,231	\$3,161,864
Difference	\$0	\$177,343	
SANITATION FUND			
Revenues	\$2,445,535	\$1,019,159	\$1,426,376
Expenditures	\$2,445,535	\$931,540	\$1,513,995
Difference	\$0	\$87,619	
DEBT. SERVICE FUND			
Revenues	\$3,100,000	\$1,672,705	\$1,427,295
Expenditures	\$3,100,000	\$1,672,705	\$1,427,295
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$144,000	\$80,005	\$63,995
Expenditures	\$144,000	\$80,000	\$64,000
Difference	\$0	\$5	
CAPITAL IMPROVEMENT FUND			
Revenues	\$8,346,215	\$3,199,610	\$5,146,605
Expenditures	\$8,346,215	\$2,550,852	\$5,795,363
Difference	\$0	\$648,758	
* TOTALS			
Revenues	\$157,761,310	\$42,717,752	\$115,043,558
Expenditures	\$157,761,310	\$44,896,581	\$112,864,729
Difference	\$0	(\$1,833,208)	

**City of Moline
Major Revenue Projection
Summary Sheet
as of May 31, 2016**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,801,470	\$14,801,470	\$0	\$14,677,835	0.84%	\$14,801,470	0.00%
State Sales Tax	\$4,431,924	\$11,000,705	\$10,744,705	\$256,000	\$9,457,039	13.62%	\$10,950,000	0.46%
Water User Fees	\$3,210,693	\$8,145,870	\$8,145,870	\$0	\$7,735,554	5.30%	\$8,145,870	0.00%
Sewer User Fees	\$3,239,115	\$8,066,640	\$8,066,640	\$0	\$6,725,107	19.95%	\$8,066,640	0.00%
Home Rule Sales Tax	\$3,644,420	\$8,407,885	\$8,207,885	\$200,000	\$8,106,203	1.25%	\$8,307,885	1.20%
Income Tax	\$1,170,961	\$4,197,930	\$4,097,930	\$100,000	\$4,142,981	-1.09%	\$4,197,930	0.00%
Replacement Tax	\$1,355,919	\$2,674,900	\$2,674,900	\$0	\$2,389,920	11.92%	\$2,674,900	0.00%
Utility Taxes	\$1,212,990	\$2,637,500	\$3,037,500	(\$400,000)	\$3,014,491	0.76%	\$2,687,500	-1.86%
Food/Liquor Tax	\$912,646	\$2,266,565	\$2,266,565	\$0	\$2,016,801	0.00%	\$2,266,565	0.00%
Telecommunication Tax	\$533,881	\$1,287,330	\$1,387,330	(\$100,000)	\$1,636,428	-15.22%	\$1,387,330	-7.21%
Total	\$19,712,549	\$63,486,795	\$63,430,795	\$56,000	\$59,902,359	5.89%	\$63,486,090	0.00%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.