

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, June 21, 2016

Presentation

- Life Saving Awards to Police Officers Stephanie Genisio and Tyler Hoogerwerf (Trevor Fisk, Captain / Chief of Police Designee)
- Civilian Service Award to Susan Suits (Trevor Fisk, Captain / Chief of Police Designee)

Questions on the Agenda

Agenda Items

- 1. 2016 Sanitary Sewer Lining Contract** (Scott Hinton, City Engineer)
- 2. Permanent Utility and Drainage Easement** (Scott Hinton, City Engineer)
- 3. Temporary Construction Easement** (Scott Hinton, City Engineer)
- 4. Other**
- 5. Public Comment**

Explanation

1. **A Resolution authorizing the Mayor and City Clerk to execute a Contract with SAK Construction, LLC for Project #1250, 2016 Sanitary Sewer Lining, in the amount of \$83,949.00.** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on June 14, 2016, for Project #1250 with the following results:

| | |
|--------------|------------------------------|
| \$83,949.00 | SAK Construction, LLC |
| \$89,180.70 | Visu-Sewer of Illinois, LLC |
| \$91,304.00 | Hoerr Construction, Inc. |
| | Insituform Technologies USA, |
| \$153,588.00 | LLC |

SAK Construction, LLC submitted the lowest responsible and responsive bid. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

| ACCOUNT | BUDGETED | AS-BID | |
|-------------|--------------|-------------|--------------------|
| Utility Tax | | | |
| Water | | | |
| WPC | \$100,000.00 | \$83,949.00 | 320-1840-433.08-30 |
| Storm | | | |
| | \$100,000.00 | \$83,949.00 | |

Public Notice/Recording: N/A

Goals Impacted: Upgrade City Infrastructure & Facilities

2. **A Resolution authorizing the Mayor and City Clerk to accept a Permanent Utility and Drainage Easement for Motor Fuel Tax Project #13-00258-00-LS, Avenue of the Cities Streetscape, 34th Street to 41st Street, on Parcel 07 625 from the Federal Deposit Insurance Corporation as Receiver for Valley Bank, in the amount of \$1,500.00.** (Scott Hinton, City Engineer)

Explanation: A permanent Utility and Drainage Easement for Motor Fuel Tax Project #13-00258-00-LS, Avenue of the Cities Streetscape, 34th Street to 41st Street, on Parcel 07-625, commonly known as 3455 Avenue of the Cities, is necessary to allow work to take place on privately-owned property and to allow the City of Moline to maintain these improvements in the future. Additional documentation attached. This item will also appear on the City Council Agenda on June 21, 2016 under "Items Not on Consent" for first reading.

Staff Recommendation: Approval

Fiscal Impact: Rock Island County Recording Costs

Public Notice/Recording: Engineering Department will record

Goals Impacted: Upgrade City Infrastructure & Facilities

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3. **A Resolution authorizing the Mayor and City Clerk to accept a Temporary Construction Easement for Motor Fuel Tax Project #13-00258-00-LS, Avenue of the Cities Streetscape, 34th Street to 41st Street, on Parcel 07 625 from the Federal Deposit Insurance Corporation as Receiver for Valley Bank, in the amount of \$3,280.00.** (Scott Hinton, City Engineer)

Explanation: A temporary Construction Easement for Motor Fuel Tax Project #13-00258-00-LS, Avenue of the Cities Streetscape, 34th Street to 41st Street, on Parcel 07-625, commonly known as 3455 Avenue of the Cities, is necessary to allow work to take place on privately-owned property and to allow the City of Moline to maintain these improvements in the future. Additional documentation attached. This item will also appear on the City Council Agenda on June 21, 2016 under “Items Not on Consent” for first reading.

Staff Recommendation: Approval
Fiscal Impact: Rock Island County Recording Costs
Public Notice/Recording: Engineering Department will record
Goals Impacted: Upgrade City Infrastructure & Facilities

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2016, between **SAK CONSTRUCTION, LLC** of **864 HOFF ROAD, O'FALLON, MO 63366**, 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 **EIGHTY THREE THOUSAND NINE HUNDRED FORTY NINE AND 00/100 (\$83,949.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1250, 2016 SANITARY SEWER LINING** 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 4031-2016 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 **EIGHTY THREE THOUSAND NINE HUNDRED FORTY NINE AND 00/100 (\$83,949.00) DOLLARS** conditioned upon the faithful

performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

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: 06/14/2016 11:00 am

Project: 1250 - 2016 Sanitary Sewer Lining

| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | SAK Construction, LLC | | Visu-Sewer of Illinois, LLC | | Hoerr Construction, Inc | |
|----------|----------------------------|-----------------|-------|-----------------------|--------------------|-----------------------------|--------------------|-------------------------|--------------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | MH 03928 to MH 03927, 8" | 425 | FOOT | \$25.00 | \$10,625.00 | \$28.60 | \$12,155.00 | \$30.00 | \$12,750.00 |
| 2 | MH 02421 to MH 02420, 8" | 285 | FOOT | \$25.00 | \$7,125.00 | \$28.60 | \$8,151.00 | \$32.00 | \$9,120.00 |
| 3 | MH 02728 to MH 03523, 8" | 214 | FOOT | \$25.00 | \$5,350.00 | \$28.60 | \$6,120.40 | \$32.00 | \$6,848.00 |
| 4 | MH 02946 to MH 03771, 12" | 308 | FOOT | \$36.00 | \$11,088.00 | \$34.90 | \$10,749.20 | \$36.00 | \$11,088.00 |
| 5 | MH 05827 to MH 05823, 10" | 205 | FOOT | \$26.00 | \$5,330.00 | \$28.60 | \$5,863.00 | \$28.00 | \$5,740.00 |
| 6 | MH 04503 to MH 04444, 12" | 325 | FOOT | \$36.00 | \$11,700.00 | \$34.90 | \$11,342.50 | \$36.00 | \$11,700.00 |
| 7 | MH 02501 to MH 02502, 10" | 565 | FOOT | \$26.00 | \$14,690.00 | \$28.60 | \$16,159.00 | \$28.00 | \$15,820.00 |
| 8 | MH 02502 to MH 02511, 10" | 205 | FOOT | \$26.00 | \$5,330.00 | \$28.60 | \$5,863.00 | \$28.00 | \$5,740.00 |
| 9 | MH 02511 to MH 01734, 10" | 216 | FOOT | \$26.00 | \$5,616.00 | \$28.60 | \$6,177.60 | \$28.00 | \$6,048.00 |
| 10 | REINSTATE SERVICES | 36 | EACH | \$50.00 | \$1,800.00 | \$75.00 | \$2,700.00 | \$75.00 | \$2,700.00 |
| 11 | PRODRUDING LATERAL REMOVAL | 7 | EACH | \$185.00 | \$1,295.00 | \$200.00 | \$1,400.00 | \$250.00 | \$1,750.00 |
| 12 | TRAFFIC CONTROL COMPLETE | 1 | L SUM | \$4,000.00 | \$4,000.00 | \$2,500.00 | \$2,500.00 | \$2,000.00 | \$2,000.00 |
| | TOTAL | | | | \$83,949.00 | | \$89,180.70 | | \$91,304.00 |

Insituform Technologies USA, LLC

| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
|----------|----------------------------|-----------------|-------|------------|---------------------|------------|---------------|------------|---------------|
| 1 | MH 03928 to MH 03927, 8" | 425 | FOOT | \$39.00 | \$16,575.00 | | \$0.00 | | \$0.00 |
| 2 | MH 02421 to MH 02420, 8" | 285 | FOOT | \$43.00 | \$12,255.00 | | \$0.00 | | \$0.00 |
| 3 | MH 02728 to MH 03523, 8" | 214 | FOOT | \$46.30 | \$9,908.20 | | \$0.00 | | \$0.00 |
| 4 | MH 02946 to MH 03771, 12" | 308 | FOOT | \$58.00 | \$17,864.00 | | \$0.00 | | \$0.00 |
| 5 | MH 05827 to MH 05823, 10" | 205 | FOOT | \$60.60 | \$12,423.00 | | \$0.00 | | \$0.00 |
| 6 | MH 04503 to MH 04444, 12" | 325 | FOOT | \$57.30 | \$18,622.50 | | \$0.00 | | \$0.00 |
| 7 | MH 02501 to MH 02502, 10" | 565 | FOOT | \$47.60 | \$26,894.00 | | \$0.00 | | \$0.00 |
| 8 | MH 02502 to MH 02511, 10" | 205 | FOOT | \$48.90 | \$10,024.50 | | \$0.00 | | \$0.00 |
| 9 | MH 02511 to MH 01734, 10" | 216 | FOOT | \$48.90 | \$10,562.40 | | \$0.00 | | \$0.00 |
| 10 | REINSTATE SERVICES | 36 | EACH | \$145.00 | \$5,220.00 | | \$0.00 | | \$0.00 |
| 11 | PRODRUDING LATERAL REMOVAL | 7 | EACH | \$558.50 | \$3,909.50 | | \$0.00 | | \$0.00 |
| 12 | TRAFFIC CONTROL COMPLETE | 1 | L SUM | \$9,329.90 | \$9,329.90 | | \$0.00 | | \$0.00 |
| | TOTAL | | | | \$153,588.00 | | \$0.00 | | \$0.00 |

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

Street: Avenue of the Cities
Project No. MFT 13-00258-00-LS
Parcel (07-625)

PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner, the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Valley Bank, in consideration of ONE THOUSAND FIVE HUNDRED AND NO ONE-HUNDREDTHS DOLLAR (\$1,500.00) and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3455 Avenue of the Cities, Moline, Illinois**, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference thereto, to do any necessary work for utility installation and maintenance, site grading and related work on said tract of land.

The above represents a permanent agreement and shall be binding upon current and future owners of said tract of land.

Signed and delivered this 10th day of March, 2016

Grantor(s):

FDIC as Receiver for Valley Bank

Name: M.K. Schnese-Smith

Title: M.K. SCHNESE-SMITH
ATTORNEY-IN-FACT

(Acknowledgment on following page.)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of March, 2016, by M.K. Schneese-Smith, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Valley Bank, on behalf of said entity.

Cynthia Ashbaker
Notary Public, State of Texas

Prepared by: FDIC Legal Division
Return to: Law Department, city of Moline, 619-16th Street, Moline, IL 61265

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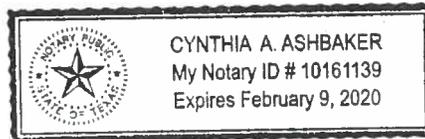
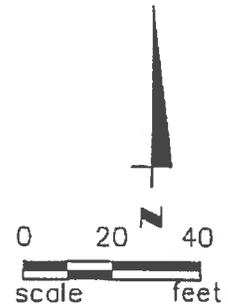


EXHIBIT A (SHEET 1 OF 2)

PERMANENT EASEMENT

PART OF LOT 57 IN FREDERICKSEN'S ADDITION TO
MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



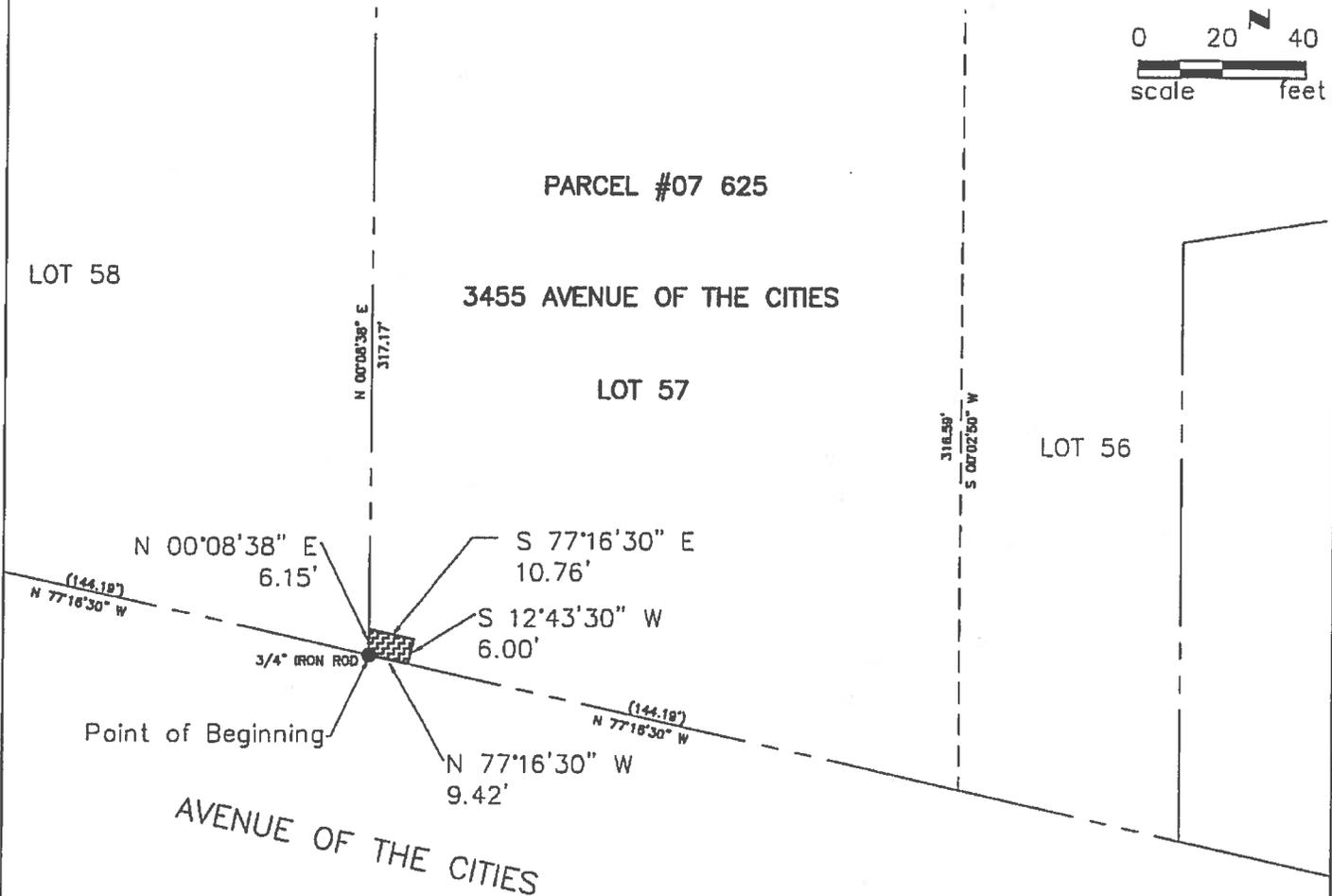
PARCEL #07 625

LOT 58

3455 AVENUE OF THE CITIES

LOT 57

LOT 56



Point of Beginning

AVENUE OF THE CITIES



MY LICENSE EXPIRES 11/30/2016

LEGEND



- PERMANENT EASEMENT
61 sq. FT. +/-



- FOUND IRON ROD AS NOTED



- ORIGINAL LOT LINE



- EXISTING PROPERTY LINE



CITY OF MOLINE
3455 AOTC - MOLINE, IL 61265

PROJECT:
#13-00258-00-LS
AOTC STREETSCAPING - FAU 5773

DATE

I, SCOTT TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490,
DO HEREBY STATE THAT THIS PERMANENT EASEMENT PLAT WAS PREPARED
UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY
SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

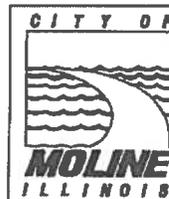
EXHIBIT A (SHEET 2 OF 2)

PERMANENT EASEMENT

PART OF LOT 57 IN FREDERICKSEN'S ADDITION TO MOLINE, ROCK ISLAND COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 57 WITH THE NORTH RIGHT OF WAY
LINE OF AVENUE OF THE CITIES (FORMERLY 23RD AVENUE) AS SHOWN IN BOOK OF PLATS 23 PAGE
16 RECORDED AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS;
THENCE NORTH 00 DEGREES 08 MINUTES 38 SECONDS EAST, 6.15 FEET ON SAID WEST LINE;
THENCE SOUTH 77 DEGREES 16 MINUTES 30 SECONDS EAST, 10.76 FEET; THENCE SOUTH
12 DEGREES 43 MINUTES 30 SECONDS WEST, 6.00 FEET TO THE NORTH RIGHT OF WAY LINE OF
AVENUE OF THE CITIES (FORMERLY 23RD AVENUE); THENCE NORTH 77 DEGREES 16 MINUTES
30 SECONDS WEST, 9.45 FEET, ON SAID RIGHT OF WAY LINE BACK TO THE POINT OF BEGINNING
CONTAINING 61 SQUARE FEET, MORE OR LESS.

PARCEL #07 625



CITY OF MOLINE

3455 AOTC - MOLINE, IL 61265

PROJECT:

#13-00258-00-LS

AOTC STREETSCAPING - FAU 5773



201500191350 ✓

POA 1/4

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate M.K. Schnese-Smith as Attorney-in-Fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints M.K. Schnese-Smith as its true and lawful Attorney-in-Fact to act in its name, place, and stead, and hereby grants M.K. Schnese-Smith the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise may have been made by the debtor (s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC Attorney-in-Fact in the care and management of the Acquired Assets;

(6) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

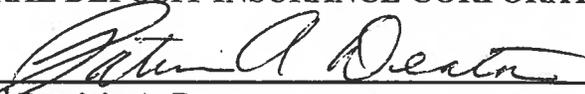
(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(8) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

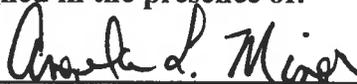
This Limited Power of Attorney shall be effective from July 21, 2015, and shall continue in full force and effect through June 3, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from the Federal Deposit Insurance Corporation (for any reason) of M.K. Schnese-Smith such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 21st day of July, 2015.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: 
Name: Patricia A. Deaton
Title: Resolutions and Closings Manager
Field Operations Branch

Signed in the presence of:



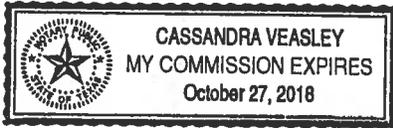
Witness
Name: Angela L. Minor



Witness
Name: Jerelde Cox

STATE OF TEXAS
COUNTY OF DALLAS

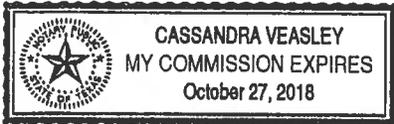
On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said Patricia A. Deaton, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Cassandra Veasley
Notary Public
My Commission expires: 10/27/2018

STATE OF TEXAS
COUNTY OF DALLAS

On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Angela L. Minor (witness #1) and Jerelde Cox (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw Patricia A. Deaton, Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



Cassandra Veasley
Notary Public
My Commission expires: 10/27/2018

Street: Avenue of the Cities
Project No. MFT 13-00258-00-LS
Parcel (07-625)

TEMPORARY CONSTRUCTION EASEMENT
FOR CITY OF MOLINE, ILLINOIS

The undersigned owner, the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Valley Bank, in consideration of THREE THOUSAND TWO HUNDRED EIGHTY AND NO ONE-HUNDRETHS DOLLAR (\$3,280.00) and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3455 Avenue of the Cities, Moline, Illinois**, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference thereto, to do any necessary work in re-construction on said tract of land.

The Grantor herein shall reserve the right to require replacement of landscaping, fences, sidewalk, drives or buildings, if damaged during the construction.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

Signed and delivered this 10th day of March, 2016

Grantor(s):

FDIC as Receiver for Valley Bank

Name:

Title:



**M.K. SCHNEESE-SMITH
ATTORNEY-IN-FACT**

(Acknowledgment on following page.)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of March, 2016, by M.K. Schnese-Smith, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Valley Bank, on behalf of said entity.

Cynthia Ashbaker
Notary Public, State of Texas

Prepared by: FDIC Legal Division
Return to: Law Department, City of Moline, 619-16th Street, Moline, IL 61265

S:\28\DOCS 16\Valley Bank\Temporary Easement (2-23-16) doc

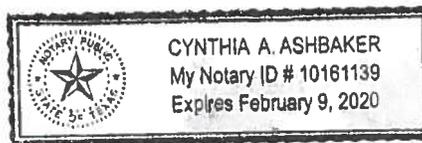
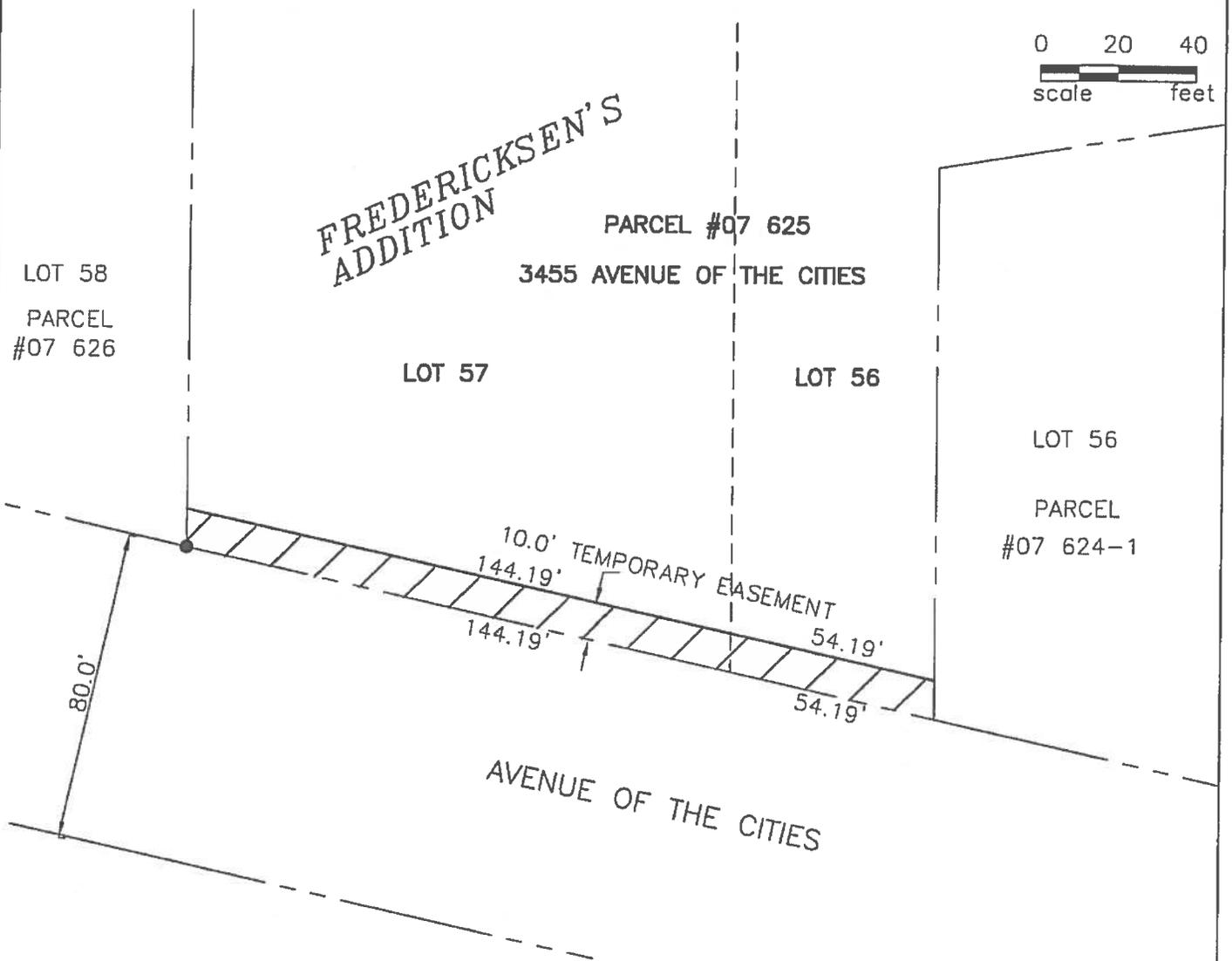
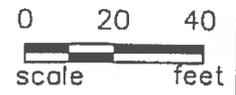


EXHIBIT A (SHEET 1 OF 1)

TEMPORARY CONSTRUCTION EASEMENT

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
 LOT 57 AND THE WEST 55 FEET, MORE OR LESS OF LOT 56 IN
 FREDERICKSEN'S ADDITION
 MOLINE LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF
 AVENUE OF THE CITIES, ROCK ISLAND COUNTY, ILLINOIS



LEGEND

-  - TEMPORARY CONSTRUCTION EASEMENT 1,985 SQ. FT. +/-
-  - ORIGINAL LOT LINE
-  - EXISTING PROPERTY LINE
-  - IRON PIN FOUND



CITY OF MOLINE
 3455 AOTC - MOLINE, IL 61265
 PROJECT:
 #13-00258-00-LS
 AOTC STREETSCAPING - FAU 5773



LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate M.K. Schnese-Smith as Attorney-in-Fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints M.K. Schnese-Smith as its true and lawful Attorney-in-Fact to act in its name, place, and stead, and hereby grants M.K. Schnese-Smith the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise may have been made by the debtor (s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC Attorney-in-Fact in the care and management of the Acquired Assets;

(6) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

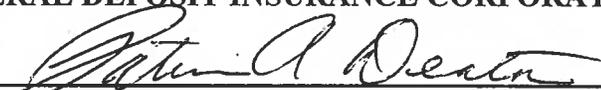
(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(8) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

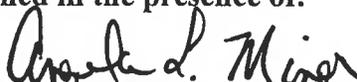
This Limited Power of Attorney shall be effective from July 21, 2015, and shall continue in full force and effect through June 3, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from the Federal Deposit Insurance Corporation (for any reason) of M.K. Schnese-Smith such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 21st day of July, 2015.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: 
Name: Patricia A. Deaton
Title: Resolutions and Closings Manager
Field Operations Branch

Signed in the presence of:



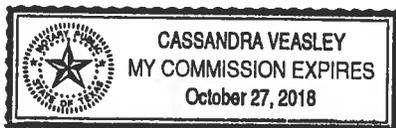
Witness
Name: Angela L. Minor



Witness
Name: Jerelde Cox

STATE OF TEXAS
COUNTY OF DALLAS

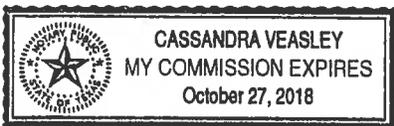
On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said Patricia A. Deaton, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Cassandra Veasley
Notary Public
My Commission expires: 10/27/2018

STATE OF TEXAS
COUNTY OF DALLAS

On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Angela L. Minor (witness #1) and Jerelde Cox (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw Patricia A. Deaton, Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



Cassandra Veasley
Notary Public
My Commission expires: 10/27/2018