



MOLINE CITY COUNCIL AGENDA

Tuesday, June 21, 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 Schoonmaker

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		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of June 14, 2016.

Second Reading Ordinances

1. 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 Eleventh Avenue,” and adding in lieu thereof “Twelfth Street, on the east side, 410 feet from south of Seventh Avenue to Eleventh 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 7th 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 12th Street, on the east side, 410 feet from south of 7th Avenue to 11th Avenue.

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

Public Notice/Recording: N/A

2. 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

3. 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.

Fiscal Impact: N/A

Public Notice/Recording: N/A

4. 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

Resolutions

5. Council Bill/Resolution 1084-2016

A Resolution authorizing the Mayor and City Clerk to renew a Lease Agreement with the United States Postal Service for the lease of seventy-three (73) parking spaces in the Midtowne Ramp located on the North Side of 6th Avenue between 16th and 17th Streets.

Explanation: The City has a history of leasing spaces to the Moline Post Office. The current lease will expire on September 30, 2016; therefore, a lease amendment needs to be approved between the City and the United States Postal Service. The term of this lease is from October 1, 2016 to September 30, 2021 for annual rent of \$32,600.00.

Fiscal Impact: \$32,600 annually to the General Fund.

Public Notice/Recording: N/A

6. Council Bill/Resolution 1085-2016

A Resolution authorizing the Mayor and City Clerk to execute a Professional Services Agreement with National Energy Control Services, Inc. (NECS) for tax recovery services.

Explanation: The City is required to pay State Motor Fuel Tax on all bulk fuel products purchased for use in City fleet vehicles and equipment. On certain occasions, when a vehicle or piece of equipment is operating in a stationary capacity, the fuel used during that period, may not be taxable. The fuel management system that was installed in 2014 has the capability to separate idle time fuel consumption from fuel used while driving for purposes of reporting on most applications. National Energy Control Services, Inc. (NECS) provides a tax recovery service for operations like the City's that have the ability to collect this data. The fees for services from NECS will be equal to 35% of any recoveries they are able to obtain for the City. Fleet staff anticipates about two hours per month will be required to collect the data, sort out the applicable information and produce the reports needed by NECS for their services. NECS recommends that the Mayor and City Clerk execute a professional services agreement with NECS Fleet Solutions for tax recovery services for 35% of recoveries obtained. Additional documentation is attached.

Fiscal Impact: Anticipated annual revenues from this contract are estimated at \$8,235.62.

Public Notice/Recording: N/A

7. Council Bill/Resolution 1086-2016

A Resolution authorizing certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and authorizing the remainder of said Executive Session minutes referenced herein to be made available for public inspection.

Explanation: The Open Meetings Act requires a semi-annual review of the closed session minutes for determination of continued confidentiality, or the appropriateness of release to the public. This Council Bill fulfills that responsibility.

Fiscal Impact: N/A

Public Notice/Recording: N/A

8. Council Bill/Resolution 1087-2016

A Resolution authorizing the Mayor and City Clerk to execute a Contract with Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$1,166,806.75.

Explanation: Bids were opened and publicly read on June 7, 2016, for Project #1211 with the following results:

\$1,166,806.75	Miller Trucking & Excavating, Inc.
\$1,190,131.00	Needham Excavating, Inc.
\$1,198,584.50	Valley Construction Company
\$1,298,880.00	Legacy Corporation of IL
\$1,356,531.00	McCarthy Improvement Company
\$1,383,652.50	KCM Construction Corp.

40th Street south of 32nd Avenue is a sealcoat street with drainage issues. This location also suffers from discolored water due to tuberculation on the inside of the cast iron water main piping. Project #1211 includes the reconstruction of the existing sealcoat street with new concrete pavement and curb and gutter. New water main, sanitary sewer, and storm sewers will also be installed. Residents will be inconvenienced during construction by not being able to access their driveways at times and trees will be removed from the right-of-way. Miller Trucking & Excavating, Inc. 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

9. Council Bill/Resolution 1088-2016

Approval of an Amendment to the Professional Services Agreement with Shive-Hattery for Professional Services Related to the Multi-Modal Station Development.

Explanation: At the March 1, 2016 City Council meeting, the City Council approved a professional services agreement with Shive-Hattery, Inc. to provide design services for street and utility improvements in the 4th Avenue and 12th Street right-of-way as part of the Multi-Modal Station (MMS) development. The design is complete, and bids are being solicited for this work as part of the MMS building renovation project. Construction work is expected to begin in July.

The City construction inspection staff is currently occupied inspecting Capital Improvement Program projects and is unable to provide construction inspection, staking, or material testing services on this project. Shive-Hattery, Inc. proposes an Amendment to the Agreement to provide these services at standard hourly rates for the not-to-exceed price of \$185,200.00. This includes \$135,000.00 for construction inspection, \$23,200.00 for materials testing, and \$27,000.00 for construction staking. Additional documentation attached.

Fiscal Impact: \$2,201,180.00 budgeted in Account #260-0775-496.04-27, TIF #11, Multi-Modal Area, for street and utility improvements associated with MMS development. The Agreement previously allocated \$103,000.00 for design services.

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

Second Reading Ordinances

10. 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.

Fiscal Impact: N/A

Public Notice/Recording: N/A

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

4036-2016		
Council Member	Aye	Nay
Schoonmaker		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Mayor Raes		

Resolutions

11. Council Bill/Resolution 1089-2016

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.

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.

Fiscal Impact: Rock Island County Recording Costs

Public Notice/Recording: Engineering Department will record

1089-2016		
Council Member	Aye	Nay
Schoonmaker		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Mayor Raes		

12. Council Bill/Resolution 1090-2016

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.

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.

Fiscal Impact: Rock Island County Recording Costs

Public Notice/Recording: Engineering Department will record

1090-2016		
Council Member	Aye	Nay
Schoonmaker		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Mayor Raes		

13. Council Bill/Resolution 1091-2016

A Resolution authorizing approval of a Reconciliation Change Order with Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$17,825.25.

1091-2016		
Council Member	Aye	Nay
Schoonmaker		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Mayor Raes		

Explanation: Per City Council action at the June 7, 2016 Committee-of-the-Whole meeting, a change order is needed in the credit amount of \$17,825.25. This reflects the cost savings realized by eliminating the sidewalk from the west side of the 40th Street. The change order decreases the original contract value of \$1,125,808.62 by 1.6% to \$1,107,980.37. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: N/A

First Reading Ordinances

14. Council Bill/Special Ordinance 4037-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa to extend his services as the City’s Zoning Hearing Officer for a three-year period commencing July 24, 2016.

Explanation: The City entered into an agreement for professional services in 2006 with attorney Thomas A. Skorepa to serve as the City’s Zoning Hearing Officer and preside over zoning hearings and proceedings. The agreement has twice been extended and is due to expire July 23, 2016. The City and Skorepa wish to extend the agreement for an additional three-year period, commencing July 24, 2016, under the same terms and conditions of the current agreement. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: N/A

Public Comment

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

Executive Session (if necessary)

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, 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/Resolution No. 1084-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to renew a Lease Agreement with the United States Postal Service for the lease of seventy-three (73) parking spaces in the Midtowne Ramp located on the North Side of 6th Avenue between 16th and 17th Streets.

WHEREAS, the City of Moline, Illinois, has available for lease parking spaces in the Midtowne Ramp; and

WHEREAS, pursuant to Council Bill/Resolution 1181-2006, the City entered into a Lease Agreement with the United States Postal Service (USPS) permitting the City to lease seventy-three (73) parking spaces in the Midtowne Ramp to USPS; and

WHEREAS, the term of the current lease will expire on September 30, 2016; and

WHEREAS, USPS requests that the City enter into a Lease Amendment to extend the agreement for an additional term of October 1, 2016 to September 30, 2021; and

WHEREAS, the City will realize revenue in the amount of \$32,600 per year for the lease period October 1, 2016 to September 30, 2021 to be deposited in the General Fund.

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 renew a Lease Agreement with the United States Postal Service for the lease of seventy-three (73) parking spaces in Midtowne Ramp located on the North Side of 6th Avenue between 16th and 17th Streets in the amount of \$32,600 per year; provided, however, that said Amendment is substantially similar in 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 21, 2016

Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney



Ground Lease

MOLINE - ADDL PARKING FOR MPO (165226-007)
MIDTOWNE RAMP North side of 6th Ave Between 16 and 17 Streets, MOLINE, IL 61265-9998



Ground Lease

Facility Name/Location

MOLINE - ADDL PARKING FOR MPO (165226-007)

County: Rock Island

MIDTOWNE RAMP North side of 6th Ave Between 16 and 17 Streets, MOLINE, IL

Lease: Q90000473202

This Lease made and entered into by and between CITY OF MOLINE hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:
73 undesignated, covered parking spaces on the 3rd floor of the "Midtowne Ramp" including color-coded hang tags specifically designating USPS floor, plus 3 handicapped spaces per floor.

Total Site Area: 11,680.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$32,600.00 (Thirty Two Thousand Six Hundred and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

CITY OF MOLINE

% KEITH VERBEKE

REVENUE MANAGER

~~1616 6TH AVE~~
MOLINE, IL 61265-2129

1630 8th AVENUE

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective October 01, 2016 with an expiration date of September 30, 2021, for a total of 5 Years.

4. ~~RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:~~

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
10/01/2021	09/30/2026	\$32,600.00

delete KV

provided that notice is sent, in writing, to the Landlord at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 180 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

7. LEGAL DESCRIPTION:

The City of Moline, Illinois "Midtowne Ramp" located on the North side of 6th Avenue between 16th and 17th Streets as shown in Exhibit "A" attached.



EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Moline

Name & Title: _____ Name & Title: _____

Name & Title: _____ Name & Title: _____

Landlord's Address: % KEITH VERBEKE REVENUE MANAGER ~~1616 6TH AVE~~
1630 8th AVE
MOLINE, IL 61265-2129

Landlord's Telephone Number(s): (309) 797 - 0482

Federal Tax Identification No.: XX-XXX5999

Witness _____ Witness _____

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Esther M Tinort _____
Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE 7029 ALBERT PICK ROAD, GREENSBORO, NC 27498-1103
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

- b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, *Privacy Protection* (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, *Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders* (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

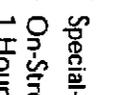
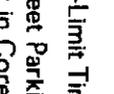
² For leases aggregating payments of \$10,000 or more.

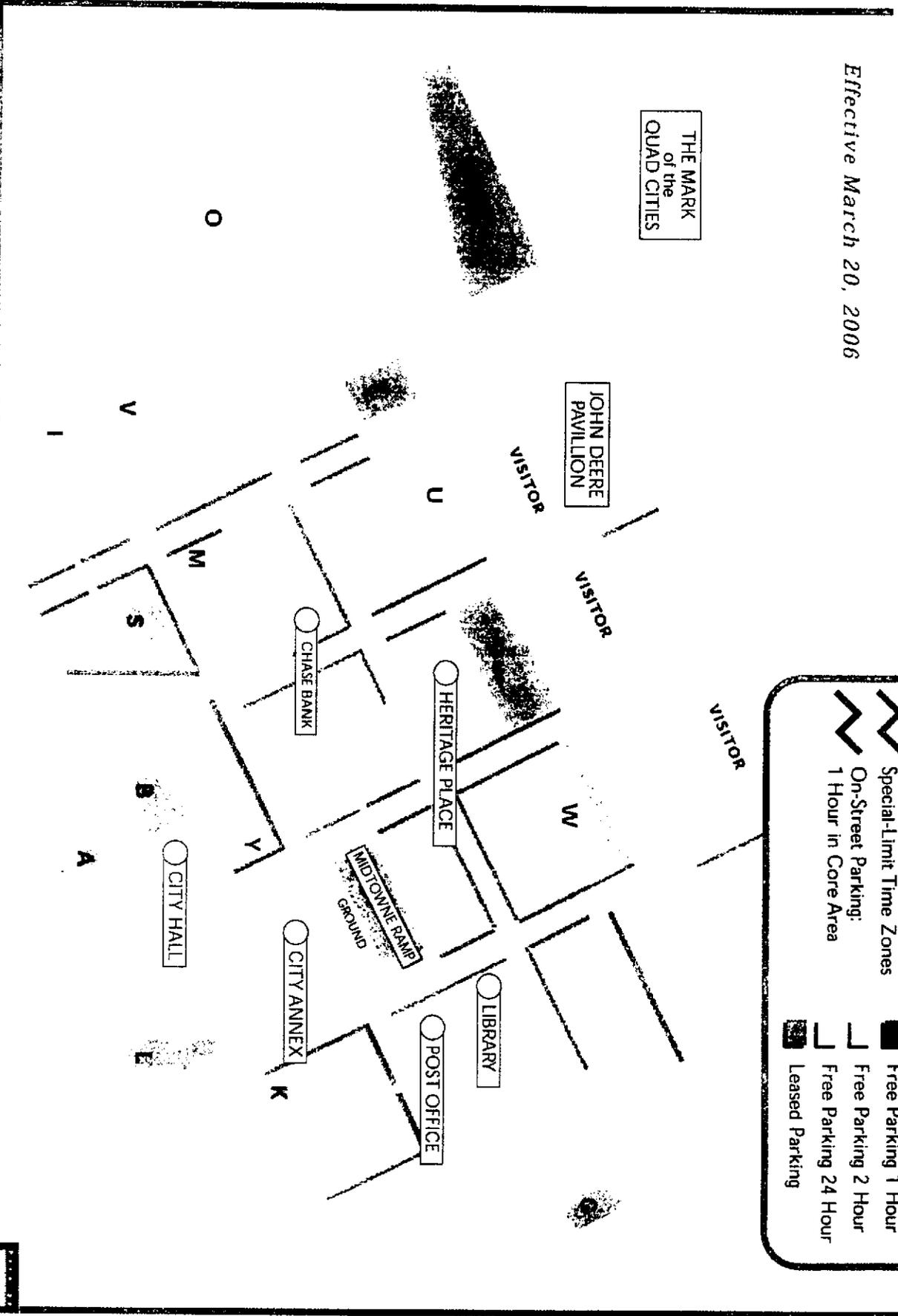
³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

DOWNTOWN MOLINE PARKING

Effective March 20, 2006

	ON-STREET PARKING		PARKING LOT PARKING
	Special-Limit Time Zones		Free Parking 1 Hour
	On-Street Parking: 1 Hour in Core Area		Free Parking 2 Hour
			Free Parking 24 Hour
			Leased Parking



All lots enforced Monday—Friday 8-5 pm.
Free public parking in **ALL** lots after 5 pm and weekends. (Excludes special events.)



EXHIBIT 'A'

Council Bill/Resolution No. 1085-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Professional Services Agreement with National Energy Control Services, Inc. (NECS) for tax recovery services.

WHEREAS, the City is required to pay State Motor Fuel Tax on all bulk fuel products purchased for use in City fleet vehicles and equipment; and

WHEREAS, when a vehicle or piece of equipment is operating in a stationary capacity, the fuel used during that period, may not be taxable; and

WHEREAS, the fuel management system that the City installed in 2014 has the capability to separate idle time fuel consumption from fuel used while driving for purposes of reporting on most applications;

WHEREAS, National Energy Control Services, Inc. (NECS) provides a tax recovery service for operations like the City's that have the ability to collect this data; and

WHEREAS, the fees for services from NECS will be equal to 35% of any recoveries they are able to obtain for the City.

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 enter into a Professional Services Agreement with National Energy Control Services, Inc. (NECS) for tax recovery services; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 21, 2016

Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered this ____ day of _____ 20____, hereinafter referred to as the "Effective Date", by and between NECS® (National Energy Control Services, Inc.), 550 West 36th Street, Jasper, Indiana 47546 and **City of Moline Illinois**, with primary offices located at **619 16th Street, Moline Illinois, 61265** (hereinafter referred to as "CLIENT"). Each of NECS® and CLIENT are sometimes referred to herein as "Party" and collectively, as "Parties". CLIENT and NECS®, in consideration of the mutual covenants herein contained, agree as follows:

1. SERVICES: NECS® shall, on behalf of CLIENT, perform services as selected below (check the box next to the desired services) and as set forth in the corresponding attached Service Schedule(s), (hereinafter singularly or jointly referred to as "Service Schedule(s)"), which are incorporated herein and made a part of this Agreement and attached Exhibit 1, (hereinafter singularly or jointly referred to as "Services"). Services shall include preparing and/or filing with the appropriate authorities those applications, reports, and returns customarily prepared and filed in conjunction with those services listed on the attached Service Schedule(s) and/or Amendment(s).

Driver/DOT Compliance Services:

- Driver Profile Management System "DPMS®": [NECS® Managed - Schedule L Self Managed - Schedule M]
- traction™ Driver Safety Management: Combined Enhanced MVR & CSA Reporting – Schedule T; or
 - Enhanced MVR-Schedule T(1) or CSA Reporting-Schedule T (2)
- Driver Log Auditing (Schedule I)
- DOT Compliance Consulting (Schedule P)
- Carrier Administration Services (Schedule S)

Vehicle Legalization Services:

- Fuel & Mileage Tax Reporting Services (Schedule A)
- IRP Services (Schedule B)
- Base Plate Registration (Schedule C)
- Title Management (Schedule D)
- Temporary Permits (Schedule E)
- Unified Carrier Registration -UCR (Schedule G)
- HVUT [2290] (Schedule H)
- Citation Payment Processing (Schedule W)

Tax Recovery Services:

- X Tax Recovery Services (Schedule R)
- Tax Recovery Services Consulting (Schedule V)

Other Services:

In the event of a conflict between any provisions of this Agreement and any applicable Service Schedule(s) and/or Amendment(s), the provisions of the Service Schedule(s) and/or Amendment(s) shall control.

2. CLIENT OBLIGATIONS: CLIENT agrees to cooperate with NECS® as necessary to allow NECS® to perform its Services for CLIENT. CLIENT agrees to execute all documents prepared by NECS® for CLIENT with respect to the performance of the Services within a reasonable time of receipt, but not later than the expiration of the respective statute of limitations or as otherwise specified by regulation. CLIENT agrees to immediately provide NECS® with a copy of all reports, correspondence or other relevant information it obtains or is in receipt of related to the Services. CLIENT may add or delete drivers, vehicles and/or equipment and shall timely and accurately provide to NECS®, information about the addition or deletion of the drivers, vehicles and/or equipment, as such may occur per CLIENT'S operational needs. It is understood and agreed that CLIENT shall provide NECS® with necessary documentation of travel, fuel purchases, driver information, vehicle and equipment information, and other information as may be required by regulation or statute necessary for NECS® to perform the Services. All information shall be delivered to NECS® in a format consistent with the applicable statutes or regulations, and in a format jointly approved by NECS® and CLIENT, which approval shall not be unreasonably

CLIENT INITIALS: _____ NECS® INITIALS:

withheld.

CLIENT shall be responsible for establishing and identifying proper **CLIENT** point(s) of contact for **NECS**[®] to perform its obligations under this Agreement, including e-mail addresses, telephone numbers and all other pertinent information reasonably requested by **NECS**[®].

CLIENT shall be solely responsible for establishing and maintaining its connectivity to the internet, which is necessary for the performance of the mutual obligations of **NECS**[®] and **CLIENT** under this Agreement.

3. TERM: Unless otherwise specified in the attached Schedule(s) and/or Amendment(s), this Agreement is for a three (3) year term following the Effective Date. This Agreement will renew upon written agreement of the parties and this Agreement can be terminated for cause.

4. ASSIGNMENT: This Agreement shall be binding on, and shall inure to, the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto. All representations, covenants and agreements within Sections 5, 6, 7, 8, 10 and 13 made by **CLIENT** and **NECS**[®] under this Agreement shall survive the expiration or earlier termination of this Agreement. This Agreement, the attached Exhibit 1, and its attached Service Schedule(s) and/or Amendment(s) constitute the complete agreement between the parties hereto and shall supersede all prior Agreements, agreements, arrangements, correspondence and understandings between **NECS**[®] and the **CLIENT**. This Agreement may not be amended, modified or supplemented, except in writing signed by both **NECS**[®] and **CLIENT**, and any verbal modifications hereto shall be null and void. Any waiver by **NECS**[®] or **CLIENT** shall in no way affect any subsequent rights of **NECS**[®] or **CLIENT** to enforce any provisions of this Agreement.

5. PAYMENT: **CLIENT** shall pay **NECS**[®] for the Services as set forth in the attached Services Schedule(s) and/or Amendment(s). To ensure timely processing by **NECS**[®] of transactions required for completion of Services, all third party pass through fees are payable immediately upon receipt of **NECS**[®] invoices for such fees. **NECS**[®] shall invoice for the Services and **CLIENT** shall pay said invoice within 30 days of the invoice date. If payment is not received by **NECS**[®] within 30 days, **CLIENT** agrees to pay 1.5% per month, 18% per annum, on the outstanding balance after the due date. If **CLIENT** terminates or breaches any provision of this Agreement for any reason, or fails to cooperate with **NECS**[®] in its performance of the Services or if **NECS**[®] terminates this Agreement at its option due to non-payment by **CLIENT** by due date, **CLIENT** shall be responsible for all fees for Services provided or performed by **NECS**[®] under this Agreement.

6. LIABILITY: **NECS**[®] shall not be liable for any loss sustained as a result of any Services performed by **NECS**[®] on behalf of **CLIENT** unless such loss is solely attributable to the sole negligence of **NECS**[®] in the performance of the Services. **NECS**[®] shall use its best efforts to diligently perform the Services set forth in this Agreement, the attached Exhibit 1, and the attached Service Schedule(s) and/or Amendment(s). **NECS**[®] shall not be liable for any loss, damages, fines, penalties or forfeitures due to incorrect or incomplete information provided by **CLIENT**.

7. INDEMNIFICATION: **CLIENT** agrees to indemnify and hold **NECS**[®], its officers, directors and employees, harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from **CLIENT'S** breach of the terms and conditions of this Agreement.

NECS[®] agrees to indemnify and hold **CLIENT**, its officers, directors and employees, harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from an **NECS**[®] breach of the terms and conditions of this Agreement.

8. LIMITATION ON ACTION AND DAMAGES: Any legal action arising out of this Agreement shall be barred unless commenced within one (1) year of the act or omission giving rise to the action. Such limitation shall not apply to any actions asserted against **CLIENT** by **NECS**[®] arising from any delinquencies in payment. In no event shall the aggregate liability of **NECS**[®] for all claims (regardless of the form of action, whether contract, warranty, tort, liability and/or otherwise) relating to the obligations of the Parties under this Agreement exceed the amount paid to **NECS**[®] for Services under this Agreement in the preceding twelve (12) months, except for intentional torts or gross negligence.

9. AUDIT REPRESENTATION: Unless otherwise specified herein, **NECS**[®] shall be available for remote representation to **CLIENT** in the event of an audit, provided that **NECS**[®] performed the Services subject to and within the scope of said audit, and provided **CLIENT** provides **NECS**[®] with timely notice of any such audit. Charges for onsite audit representation by **NECS**[®] on behalf of **CLIENT** are described in attached Service Schedule(s) and/or Amendment(s), if applicable.

10. CONFIDENTIALITY AND RECORDS RETENTION:

The attached Exhibit 1, titled Confidentiality and Records Retention, is included in, and intended by both Parties to be a part of, this Agreement.

11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois. **CLIENT** and **NECS**[®] agree to submit to the jurisdiction of the state courts located in Rock Island County, Illinois, or the United States District Courts of the Central District of Illinois. **CLIENT** waives the right to a trial by jury with respect to any action, at law or in equity, arising out of this Agreement. **CLIENT** agrees to pay all costs of collection or enforcement of any provisions of this Agreement or any action for **CLIENT'S** breach of this Agreement, including but not limited to attorney fees, expenses, interest, travel and court costs. **NECS**[®] agrees to pay all costs of enforcement of any promises of this Agreement or any action for **NECS**[®] breach of

this Agreement, including but not limited to attorney fees, expenses, interest, travel and court costs.

12. NOTICES: Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered by certified, registered or express mail, postage prepaid to the respective address, as referenced in the opening paragraph of this Agreement. Either Party may by notice at any time, and from time to time, designate a different address to which communications shall be sent.

13. OWNERSHIP OF INTELLECTUAL PROPERTY. NECS® owns all rights, title, and interest in those NECS® proprietary applications inherent to the attached Service Schedule(s), and all underlying intellectual property, including, but not limited to, rights in the nature of inventions, trademarks, copyright, and trade secrets within those NECS® proprietary applications. Notwithstanding anything to the contrary, no title, ownership, or other rights to any software, information, or intellectual property is transferred by virtue of this Agreement.

AUTHORIZATION

This Professional Services Agreement has been executed by the respective duly authorized and empowered officer, director, shareholder, owner, partner or agent of NECS® and CLIENT on the day and year first above written.

"CLIENT"

"NECS®"

Client Name: _____

Authorized By: _____

Printed Name: _____

Title: _____

Email Address: _____

Date Signed: _____

Contact Name (Printed): _____

Contact Address: _____

Phone: _____ Fax: _____

Email Address: _____

Billing/Invoice Contact Name: _____

Address: _____

Phone: _____

Preferred Method for Receiving Invoices:
(fax, email, etc.-provide number or e-mail address)

Authorized By: 

Printed Name: Jeremy Morehead

Title: Sr Sales Exec

Email Address: morehead @NECSsolutions.com

Date Signed: 6-1-16

Contact Name (Printed): Deena Lewis

Contact Address: 550 W. 36th Street, Jasper, IN 47546

Phone: 800-348-3242 Fax: 812-482-1598

E-Mail Address: DLewis @NECSsolutions.com

NECS® Sales Executive Initials: 



FLEET SOLUTIONS since 1988

PROFESSIONAL SERVICES AGREEMENT

Exhibit 1

Confidentiality and Records Retention

CONFIDENTIALITY:

"Confidential Information" for purposes of this Agreement shall include all verbal or written, graphic, electronic or electromagnetic information relating to **CLIENT'S** or **NECS®** products or services, including techniques, relationships, information, business methods, policies, procedures, programs, data, strategies and plans, financial information and any intellectual or proprietary processes whether or not marked by a Party as "confidential." Confidential Information shall not include information which (1) presently is generally known by **NECS®** or **CLIENT** or is otherwise in the public domain; (ii) becomes public knowledge through a source other than **CLIENT** or **NECS®** through no fault of **CLIENT** or **NECS®**; and (iii) becomes lawfully available to **CLIENT** or **NECS®** through a source other than **CLIENT** or **NECS®**. **CLIENT** and **NECS®** shall be obligated to refrain from using or disclosing to others, except as required by law, any Confidential Information that **NECS®** provides to **CLIENT** or that **CLIENT** provides to **NECS®**.

NECS® agrees that Personal Information it receives in connection with this Agreement will be maintained in confidence. **NECS®** shall take reasonable and prudent measures to protect that Personal Information (defined hereinafter). Personal Information may be disclosed to **NECS®** employees, officers, and directors ("**Individual Recipients**" herein) when, where, and to the extent that those Individual Recipients have a need to know that Personal Information to do their jobs (it being understood that each Individual Recipient shall be informed by **NECS®** of the confidential nature of such information and shall have agreed in writing to treat such information confidentially before they have access thereto).

"**Personal Information**" means information about an individual contained in the **CLIENT** Source Documentation or other information provided by **CLIENT** to **NECS®** necessary to perform the Services, including any of the following identifiers: names; postal address information, other than town or city, state, and zip code; telephone numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and Protected Health Information, as defined herein.

"**Protected Health Information**" means any information, transmitted or recorded in any form or medium (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.

RECORDS RETENTION:

NECS® shall retain copies of all records, including those provided by **CLIENT**, in accordance with all applicable state and federal regulations. Duplicates of such records, for use in disaster recovery situations, shall also be maintained by **NECS®** at a secure, off-site location in the manner and form determined by **NECS®**.

ACKNOWLEDGED:

CLIENT: City of Moline Illinois

By: (Signature) _____

(Printed) _____

(Date Signed) _____



PROFESSIONAL SERVICES AGREEMENT – SCHEDULE R
TAX RECOVERY SERVICES

EXCEPTIONS:

This Agreement shall include Tax Recovery Services available to CLIENT on fuel purchased prior to the Effective Date through the end of the quarter in which the expiration or termination date of the Agreement, whichever shall occur first, falls.

SERVICES:

- a) NECS® will analyze CLIENT'S information and obtain refund(s) or credit(s) due CLIENT (hereinafter "Tax Recovery Services"), including local, city, county, state or federal tax refunds, rebates, credits, interest, or exemptions (hereinafter "Tax Recovery Savings") as selected below.
- b) NECS® will diligently exercise all available methods to recover funds or obtain credits, if any, for CLIENT by preparing all necessary forms and documentation to be submitted to appropriate taxing authorities in accordance with local, city, county, state and federal laws and timelines.
- c) Tax Recovery Services shall include all Tax Recovery Savings obtained through the efforts of NECS® under this Agreement. NECS® shall be the exclusive provider to CLIENT for the below selected Tax Recovery Services.
- d) NECS® will not be liable for any unfound refunds, credits, and/or exemptions. It is understood and agreed that NECS® will represent CLIENT'S interest with respect to the pursuit of Tax Recovery Services described herein.

FEES:

Annual Professional Retainer - \$ -0- is due immediately upon execution of this Agreement. Fees for individual Tax Recovery Services and other miscellaneous recovery services are as follows:

[Please initial the appropriate selected services.]

Fuel & Excise Taxes - 35 % of Federal, State, and/or local amounts recovered will be billed immediately upon CLIENT'S receipt of the refunds or credits. NECS® will, from its offices, assist CLIENT at no additional cost in connection with fuel tax audits directly attributed to the Tax Recovery Service performed by NECS®.

Franchise Taxes - % of Franchise Taxes recovered will be billed immediately upon CLIENT'S receipt of the refunds or credits. NECS® will, from its offices, assist CLIENT at no additional cost in connection with franchise tax audits directly attributed to the Tax Recovery Service performed by NECS®. For audits requiring on-site assistance, the Standard Fee Schedule (Exhibit R-1) rates will be billed monthly.

Sales & Use Taxes - 35 % of amounts recovered will be billed immediately upon CLIENT'S receipt of the refund(s) or credit(s). NECS® will, from its offices, assist CLIENT at no additional cost in connection with sales & use tax audits directly attributed to this Tax Recovery Service performed by NECS®.

Council Bill/Resolution No. 1086-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and

AUTHORIZING the remainder of said Executive Session Minutes referenced herein to be made available for public inspection.

WHEREAS, the City Council of the City of Moline is required by statute to periodically meet to review the minutes of all closed sessions (Executive Sessions) to determine the appropriateness of retaining said minutes as confidential or conversely disseminating said minutes to the public; and

WHEREAS, such a meeting took place on June 14, 2016; and

WHEREAS, the City Council has found that certain minutes of the Executive Sessions for past meetings should be released with the exception of those requiring continued confidential treatment.

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

That the following Executive Session minutes are to be released, partially released, or maintained as confidential, until further review and order of the City Council, with those released minutes to be made available for public inspection as required by 5 ILCS 120/2.06(c).

FULL RELEASE:

02/09/2016

03/01/2016

06/14/2016

PARTIAL RELEASE: All Minutes for which partial release was maintained in Resolution No. 1159-2015 shall be continued as partially released in addition to the following:

01/12/2016 – Paragraph 1

MAINTAIN CONFIDENTIALITY: All Minutes for which confidentiality was maintained in Resolution No. 1159-2015 shall be continued as confidentiality maintained in addition to the following:

01/12/2016 – Paragraph 2

01/26/2016 – All

02/02/2016 – All

05/03/2016 – All

06/07/2016 – All

CITY OF MOLINE, ILLINOIS

Mayor

June 21, 2016
Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Unclaimed Property - _____% of amounts recovered, subject to caps and limitations otherwise governed by applicable laws, will be billed immediately upon **CLIENT'S** receipt of the refund(s) or credit(s).

SERVICES & FEES ACCEPTED BY:
CLIENT: City of Moline Illinois

(Signature) _____

(Printed) _____

(Date Signed) _____

Council Bill/Resolution No. 1087-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$1,166,806.75.

WHEREAS, bids were publicly read on June 7, 2016; and

WHEREAS, bids were solicited with Miller Trucking & Excavating, 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 Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$1,166,806.75; 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 21, 2016

Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2016, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, 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 **ONE MILLION ONE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED SIX AND 75/100 (\$1,166,806.75) 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 #1211, 40TH STREET RECONSTRUCTION SOUTH OF 32ND AVENUE** 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 **ONE MILLION ONE HUNDRED SIXTY**

SIX THOUSAND EIGHT HUNDRED SIX AND 75/100 (\$1,166,806.75) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Project No. 1211 - 40th Street, South of 32nd Avenue

Bid Date and Time:

June 7, 2016 11:00 a.m.



ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Miller Trucking & Excavating, Inc.		Needham Excavating, Inc.		Valley Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal, 6 to 15 Units Diameter	16	UNIT	\$36.00	\$576.00	\$32.00	\$512.00	\$50.00	\$800.00
2	Tree Removal, Over 15 Units Diameter	308	UNIT	\$40.00	\$12,320.00	\$40.00	\$12,320.00	\$60.00	\$18,480.00
3	Clearing and Shaping	130	S.Y.	\$25.00	\$3,250.00	\$8.00	\$1,040.00	\$15.00	\$1,950.00
4	Trees, Heritage River Birch	3	EACH	\$450.00	\$1,350.00	\$375.00	\$1,125.00	\$500.00	\$1,500.00
5	Earth Excavation	3601	C.Y.	\$15.00	\$54,015.00	\$10.15	\$36,550.15	\$20.00	\$72,020.00
6	Embankment	25	C.Y.	\$15.00	\$375.00	\$12.25	\$306.25	\$5.00	\$125.00
7	Geotechnical Fabric for Ground Stabilization	4385	S.Y.	\$1.15	\$5,042.75	\$0.75	\$3,288.75	\$1.50	\$6,577.50
8	Seeding Special Complete, Class 1	1	L. SUM	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
9	Seeding Special Complete, Class 3	1	L. SUM	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00	\$1,000.00	\$1,000.00
10	Stone Dumped Rip Rap	20	TON	\$50.00	\$1,000.00	\$36.85	\$737.00	\$90.00	\$1,800.00
11	Aggregate Surface Course, Type A	13	TON	\$20.00	\$260.00	\$19.75	\$256.75	\$50.00	\$650.00
12	Aggregate Base Course, Type B, 6"	337	S.Y.	\$7.00	\$2,359.00	\$6.90	\$2,325.30	\$10.00	\$3,370.00
13	Aggregate Base Course, Type C, 6"	4048	S.Y.	\$9.00	\$36,432.00	\$6.90	\$27,931.20	\$10.00	\$40,480.00
14	Polymerized Bituminous Materials (Prime Coat)	40	GAL	\$23.00	\$920.00	\$22.50	\$900.00	\$20.00	\$800.00
15	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"	312	S.Y.	\$20.00	\$6,240.00	\$19.75	\$6,162.00	\$18.00	\$5,616.00
16	Polymerized HMA Surface Course, Mix "D", IL-9.5, N50, 1.5"	312	S.Y.	\$20.00	\$6,240.00	\$19.75	\$6,162.00	\$19.00	\$5,928.00
17	PCC Pavement, 7" with Integral Curb	3769	S.Y.	\$50.00	\$188,450.00	\$49.70	\$187,319.30	\$49.00	\$184,681.00
18	PCC Driveway Pavement	1467	S.Y.	\$64.00	\$93,888.00	\$63.45	\$93,081.15	\$55.00	\$80,685.00
19	PCC Sidewalk, 4"	8088	S.F.	\$5.50	\$44,484.00	\$5.30	\$42,866.40	\$5.00	\$40,440.00
20	PCC Sidewalk, 6" Ramp	207	S.F.	\$22.00	\$4,554.00	\$21.10	\$4,367.70	\$10.00	\$2,070.00
21	Detectable Warnings	16	S.F.	\$44.00	\$704.00	\$42.25	\$676.00	\$23.00	\$368.00
22	Pavement Removal	25	S.Y.	\$15.00	\$375.00	\$8.00	\$200.00	\$36.00	\$900.00
23	Driveway Pavement Removal	1238	S.Y.	\$10.00	\$12,380.00	\$6.10	\$7,551.80	\$10.00	\$12,380.00
24	Sidewalk Removal	1152	S.F.	\$0.75	\$864.00	\$0.80	\$921.60	\$2.00	\$2,304.00
25	Class B Patch, Type IV, 7"	114	S.Y.	\$110.00	\$12,540.00	\$104.50	\$11,913.00	\$95.00	\$10,830.00
26	Relocate Curbside Mailbox	28	EACH	\$115.00	\$3,220.00	\$46.00	\$1,288.00	\$100.00	\$2,800.00
27	Traffic Control Complete	1	L. SUM	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$19,000.00	\$19,000.00
28	Construction Layout	1	L. SUM	\$6,500.00	\$6,500.00	\$13,000.00	\$13,000.00	\$6,500.00	\$6,500.00
29	Water Main, DIP, P CL 350, 8"	2022	L.F.	\$70.00	\$141,540.00	\$45.30	\$91,596.60	\$70.00	\$141,540.00
30	Water Main Encasement	22	L.F.	\$135.00	\$2,970.00	\$59.50	\$1,309.00	\$90.00	\$1,980.00

31	Fire Hydrant Assembly Complete	4	EACH	\$3,800.00	\$15,200.00	\$4,031.00	\$16,124.00	\$4,000.00	\$16,000.00
32	Fire Hydrant to be Removed	3	EACH	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$550.00	\$1,650.00
33	12"X8" Tapping Sleeve with 8" Valve and Valve Box	1	EACH	\$5,000.00	\$5,000.00	\$4,950.00	\$4,950.00	\$5,700.00	\$5,700.00
34	Valve and Box, 8"	4	EACH	\$1,250.00	\$5,000.00	\$1,430.00	\$5,720.00	\$1,200.00	\$4,800.00
35	8"x8"x6" Tee	4	EACH	\$500.00	\$2,000.00	\$562.50	\$2,250.00	\$500.00	\$2,000.00
36	8"x8"x8" Tee	1	EACH	\$525.00	\$525.00	\$640.00	\$640.00	\$500.00	\$500.00
37	DI Plug, 8"	1	EACH	\$200.00	\$200.00	\$225.00	\$225.00	\$200.00	\$200.00
38	Water Service Connection, 1" (Corporation)	35	EACH	\$400.00	\$14,000.00	\$678.50	\$23,747.50	\$400.00	\$14,000.00
39	Water Service Connection, 1.5" (Corporation)	1	EACH	\$600.00	\$600.00	\$785.00	\$785.00	\$700.00	\$700.00
40	Curb Stop and Box, 1"	35	EACH	\$500.00	\$17,500.00	\$142.50	\$4,987.50	\$400.00	\$14,000.00
41	Curb Stop and Box, 1.5"	1	EACH	\$650.00	\$650.00	\$710.00	\$710.00	\$500.00	\$500.00
42	Copper Water Service, 1"	799	L.F.	\$30.00	\$23,970.00	\$71.20	\$56,888.80	\$24.00	\$19,176.00
43	Copper Water Service, 1.5"	6	L.F.	\$70.00	\$420.00	\$310.00	\$1,860.00	\$42.00	\$252.00
44	Standard Testing Connection, 1"	2	EACH	\$425.00	\$850.00	\$255.00	\$510.00	\$400.00	\$800.00
45	11.25° Bend, 8"	1	EACH	\$350.00	\$350.00	\$440.00	\$440.00	\$300.00	\$300.00
46	22.5° Bend, 8"	3	EACH	\$350.00	\$1,050.00	\$450.00	\$1,350.00	\$300.00	\$900.00
47	45° Bend, 8"	3	EACH	\$350.00	\$1,050.00	\$520.00	\$1,560.00	\$300.00	\$900.00
48	8"x6" Reducer	1	EACH	\$325.00	\$325.00	\$365.00	\$365.00	\$300.00	\$300.00
49	6"x6"x6" Tee	1	EACH	\$450.00	\$450.00	\$500.00	\$500.00	\$400.00	\$400.00
50	Remove Existing Valve and Vault	1	EACH	\$550.00	\$550.00	\$610.00	\$610.00	\$400.00	\$400.00
51	Trench Backfill (Water)	1372	C.Y.	\$10.00	\$13,720.00	\$36.45	\$50,009.40	\$25.00	\$34,300.00
52	Abandon and Fill Existing Water Main, 8"	1034	L.F.	\$3.50	\$3,619.00	\$12.25	\$12,666.50	\$3.00	\$3,102.00
53	Sanitary Sewer, DIP, P CI 350, 8"	1193	L.F.	\$98.00	\$116,914.00	\$63.10	\$75,278.30	\$90.00	\$107,370.00
54	Manhole, Type A, 4' Dia., Special (Sanitary)	4	EACH	\$4,500.00	\$18,000.00	\$6,452.00	\$25,808.00	\$4,000.00	\$16,000.00
55	Remove Manhole, Sanitary	5	EACH	\$500.00	\$2,500.00	\$750.00	\$3,750.00	\$350.00	\$1,750.00
56	Remove Lamphole, Sanitary	1	EACH	\$100.00	\$100.00	\$750.00	\$750.00	\$300.00	\$300.00
57	Trench Backfill (Sanitary)	2546	C.Y.	\$16.00	\$40,736.00	\$36.45	\$92,801.70	\$25.00	\$63,650.00
58	Sanitary Sewer Service, 6"	896	L.F.	\$75.00	\$67,200.00	\$75.75	\$67,872.00	\$80.00	\$71,680.00
59	Reconnect Sanitary Service Lateral, 6"	37	EACH	\$900.00	\$33,300.00	\$672.00	\$24,864.00	\$800.00	\$29,600.00
60	Abandon and Fill Existing Sanitary Sewer, 8"	476	L.F.	\$3.50	\$1,666.00	\$12.25	\$5,831.00	\$8.00	\$3,808.00
61	Storm Sewer, 12"	800	L.F.	\$46.00	\$36,800.00	\$56.45	\$45,160.00	\$50.00	\$40,000.00
62	Storm Sewer, 18"	104	L.F.	\$68.00	\$7,072.00	\$56.45	\$5,870.80	\$70.00	\$7,280.00
63	PRC Flared End Section, 18"	1	EACH	\$400.00	\$400.00	\$470.00	\$470.00	\$1,200.00	\$1,200.00
64	Catch Basin, Single	6	EACH	\$1,900.00	\$11,400.00	\$2,367.00	\$14,202.00	\$2,600.00	\$15,600.00
65	Manhole, Type A, 4' Dia., with Type 1 F&OL (Storm)	2	EACH	\$2,800.00	\$5,600.00	\$2,385.00	\$4,770.00	\$2,700.00	\$5,400.00
66	Pipe Underdrain, 4" Complete	2491	L.F.	\$11.00	\$27,401.00	\$8.25	\$20,550.75	\$12.00	\$29,892.00
67	Trench Backfill (Storm)	384	C.Y.	\$10.00	\$3,840.00	\$36.45	\$13,996.80	\$25.00	\$9,600.00
TOTAL:					\$1,166,806.75		\$1,190,131.00		\$1,198,584.50

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Legacy Corporation of IL		McCarthy Improvement Company		KCM Construction Corp.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal, 6 to 15 Units Diameter	16	UNIT	\$35.00	\$560.00	\$45.00	\$720.00	\$21.00	\$336.00
2	Tree Removal, Over 15 Units Diameter	308	UNIT	\$50.00	\$15,400.00	\$80.00	\$24,640.00	\$28.00	\$8,624.00
3	Clearing and Shaping	130	S.Y.	\$20.00	\$2,600.00	\$17.00	\$2,210.00	\$24.65	\$3,204.50
4	Trees, Heritage River Birch	3	EACH	\$600.00	\$1,800.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
5	Earth Excavation	3601	C.Y.	\$20.00	\$72,020.00	\$22.00	\$79,222.00	\$16.55	\$59,596.55
6	Embankment	25	C.Y.	\$40.00	\$1,000.00	\$22.00	\$550.00	\$20.00	\$500.00
7	Geotechnical Fabric for Ground Stabilization	4385	S.Y.	\$1.00	\$4,385.00	\$1.00	\$4,385.00	\$1.50	\$6,577.50
8	Seeding Special Complete, Class 1	1	L. SUM	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$14,575.00	\$14,575.00
9	Seeding Special Complete, Class 3	1	L. SUM	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$14,575.00	\$14,575.00
10	Stone Dumped Rip Rap	20	TON	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$98.50	\$1,970.00
11	Aggregate Surface Course, Type A	13	TON	\$25.00	\$325.00	\$37.00	\$481.00	\$73.00	\$949.00
12	Aggregate Base Course, Type B, 6"	337	S.Y.	\$12.00	\$4,044.00	\$7.00	\$2,359.00	\$8.95	\$3,016.15
13	Aggregate Base Course, Type C, 6"	4048	S.Y.	\$8.00	\$32,384.00	\$8.00	\$32,384.00	\$12.92	\$52,300.16
14	Polymerized Bituminous Materials (Prime Coat)	40	GAL	\$22.00	\$880.00	\$12.00	\$480.00	\$21.00	\$840.00
15	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"	312	S.Y.	\$19.00	\$5,928.00	\$20.00	\$6,240.00	\$12.12	\$3,781.44
16	Polymerized HMA Surface Course, Mix "D", IL-9.5, N50, 1.5"	312	S.Y.	\$19.00	\$5,928.00	\$20.00	\$6,240.00	\$12.12	\$3,781.44
17	PCC Pavement, 7" with Integral Curb	3769	S.Y.	\$47.00	\$177,143.00	\$42.00	\$158,298.00	\$52.00	\$195,988.00
18	PCC Driveway Pavement	1467	S.Y.	\$60.00	\$88,020.00	\$68.00	\$99,756.00	\$75.40	\$110,611.80
19	PCC Sidewalk, 4"	8088	S.F.	\$5.00	\$40,440.00	\$5.00	\$40,440.00	\$6.25	\$50,550.00
20	PCC Sidewalk, 6" Ramp	207	S.F.	\$20.00	\$4,140.00	\$7.00	\$1,449.00	\$19.90	\$4,119.30
21	Detectable Warnings	16	S.F.	\$40.00	\$640.00	\$45.00	\$720.00	\$50.40	\$806.40
22	Pavement Removal	25	S.Y.	\$12.00	\$300.00	\$10.00	\$250.00	\$45.00	\$1,125.00
23	Driveway Pavement Removal	1238	S.Y.	\$10.00	\$12,380.00	\$12.00	\$14,856.00	\$15.00	\$18,570.00
24	Sidewalk Removal	1152	S.F.	\$1.00	\$1,152.00	\$1.00	\$1,152.00	\$1.00	\$1,152.00
25	Class B Patch, Type IV, 7"	114	S.Y.	\$81.00	\$9,234.00	\$140.00	\$15,960.00	\$83.24	\$9,489.36
26	Relocate Curbside Mailbox	28	EACH	\$200.00	\$5,600.00	\$200.00	\$5,600.00	\$305.00	\$8,540.00
27	Traffic Control Complete	1	L. SUM	\$4,500.00	\$4,500.00	\$62,000.00	\$62,000.00	\$90,334.00	\$90,334.00
28	Construction Layout	1	L. SUM	\$53,053.00	\$53,053.00	\$7,500.00	\$7,500.00	\$24,000.00	\$24,000.00
29	Water Main, DIP, P CL 350, 8"	2022	L.F.	\$72.00	\$145,584.00	\$62.00	\$125,364.00	\$70.00	\$141,540.00
30	Water Main Encasement	22	L.F.	\$100.00	\$2,200.00	\$110.00	\$2,420.00	\$400.00	\$8,800.00
31	Fire Hydrant Assembly Complete	4	EACH	\$3,750.00	\$15,000.00	\$4,200.00	\$16,800.00	\$4,650.00	\$18,600.00
32	Fire Hydrant to be Removed	3	EACH	\$300.00	\$900.00	\$400.00	\$1,200.00	\$487.00	\$1,461.00
33	12"x8" Tapping Sleeve with 8" Valve and Valve Box	1	EACH	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00
34	Valve and Box, 8"	4	EACH	\$1,400.00	\$5,600.00	\$1,700.00	\$6,800.00	\$1,650.00	\$6,600.00
35	8"x8"x6" Tee	4	EACH	\$400.00	\$1,600.00	\$600.00	\$2,400.00	\$525.00	\$2,100.00

36	8"x8"x8" Tee	1	EACH	\$400.00	\$400.00	\$625.00	\$625.00	\$475.00	\$475.00
37	DI Plug, 8"	1	EACH	\$375.00	\$375.00	\$350.00	\$350.00	\$245.00	\$245.00
38	Water Service Connection, 1" (Corporation)	35	EACH	\$400.00	\$14,000.00	\$275.00	\$9,625.00	\$385.00	\$13,475.00
39	Water Service Connection, 1.5" (Corporation)	1	EACH	\$450.00	\$450.00	\$600.00	\$600.00	\$500.00	\$500.00
40	Curb Stop and Box, 1"	35	EACH	\$300.00	\$10,500.00	\$350.00	\$12,250.00	\$240.00	\$8,400.00
41	Curb Stop and Box, 1.5"	1	EACH	\$350.00	\$350.00	\$600.00	\$600.00	\$410.00	\$410.00
42	Copper Water Service, 1"	799	L.F.	\$32.00	\$25,568.00	\$27.00	\$21,573.00	\$26.50	\$21,173.50
43	Copper Water Service, 1.5"	6	L.F.	\$100.00	\$600.00	\$90.00	\$540.00	\$30.00	\$180.00
44	Standard Testing Connection, 1"	2	EACH	\$500.00	\$1,000.00	\$400.00	\$800.00	\$385.00	\$770.00
45	11.25° Bend, 8"	1	EACH	\$375.00	\$375.00	\$400.00	\$400.00	\$340.00	\$340.00
46	22.5° Bend, 8"	3	EACH	\$375.00	\$1,125.00	\$400.00	\$1,200.00	\$360.00	\$1,080.00
47	45° Bend, 8"	3	EACH	\$375.00	\$1,125.00	\$450.00	\$1,350.00	\$395.00	\$1,185.00
48	8"x6" Reducer	1	EACH	\$375.00	\$375.00	\$350.00	\$350.00	\$320.00	\$320.00
49	6"x6"x6" Tee	1	EACH	\$375.00	\$375.00	\$1,500.00	\$1,500.00	\$450.00	\$450.00
50	Remove Existing Valve and Vault	1	EACH	\$200.00	\$200.00	\$900.00	\$900.00	\$4,000.00	\$4,000.00
51	Trench Backfill (Water)	1372	C.Y.	\$36.00	\$49,392.00	\$60.00	\$82,320.00	\$8.00	\$10,976.00
52	Abandon and Fill Existing Water Main, 8"	1034	L.F.	\$8.75	\$9,047.50	\$2.50	\$2,585.00	\$2.90	\$2,998.60
53	Sanitary Sewer, DIP, P CI 350, 8"	1193	L.F.	\$80.00	\$95,440.00	\$75.00	\$89,475.00	\$148.50	\$177,160.50
54	Manhole, Type A, 4' Dia., Special (Sanitary)	4	EACH	\$5,000.00	\$20,000.00	\$4,800.00	\$19,200.00	\$4,000.00	\$16,000.00
55	Remove Manhole, Sanitary	5	EACH	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
56	Remove Lamphole, Sanitary	1	EACH	\$500.00	\$500.00	\$300.00	\$300.00	\$200.00	\$200.00
57	Trench Backfill (Sanitary)	2546	C.Y.	\$36.00	\$91,656.00	\$60.00	\$152,760.00	\$8.00	\$20,368.00
58	Sanitary Sewer Service, 6"	896	L.F.	\$85.00	\$76,160.00	\$75.00	\$67,200.00	\$97.00	\$86,912.00
59	Reconnect Sanitary Service Lateral, 6"	37	EACH	\$1,250.00	\$46,250.00	\$1,000.00	\$37,000.00	\$801.20	\$29,644.40
60	Abandon and Fill Existing Sanitary Sewer, 8"	476	L.F.	\$8.00	\$3,808.00	\$3.00	\$1,428.00	\$3.40	\$1,618.40
61	Storm Sewer, 12"	800	L.F.	\$60.00	\$48,000.00	\$33.00	\$26,400.00	\$63.00	\$50,400.00
62	Storm Sewer, 18"	104	L.F.	\$70.00	\$7,280.00	\$48.00	\$4,992.00	\$45.00	\$4,680.00
63	PRC Flared End Section, 18"	1	EACH	\$1,800.00	\$1,800.00	\$900.00	\$900.00	\$750.00	\$750.00
64	Catch Basin, Single	6	EACH	\$1,750.00	\$10,500.00	\$3,800.00	\$22,800.00	\$2,700.00	\$16,200.00
65	Manhole, Type A, 4' Dia., with Type 1 F&OL (Storm)	2	EACH	\$3,250.00	\$6,500.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00
66	Pipe Underdrain, 4" Complete	2491	L.F.	\$9.50	\$23,664.50	\$12.00	\$29,892.00	\$10.50	\$26,155.50
67	Trench Backfill (Storm)	384	C.Y.	\$36.00	\$13,824.00	\$60.00	\$23,040.00	\$8.00	\$3,072.00
	TOTAL:				\$1,298,880.00		\$1,356,531.00		\$1,383,652.50

Council Bill/Resolution No. 1088-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve of an Amendment to the Professional Services Agreement with Shive-Hattery for Professional Services Related to the Multi-Modal Station Development.

WHEREAS, at the March 1, 2016 City Council meeting, the City Council approved of a professional services agreement with Shive-Hattery, Inc. to provide services for street and utility improvements in the 4th Avenue and 12th Street right-of-way as part of the Multi Modal Station (MMS) development; and

WHEREAS, City inspection staff is currently occupied inspecting Capital Improvement Program projects and is unable to provide construction inspection, staking, or material testing services on said project; and

WHEREAS, Shive-Hattery, Inc. proposes to provide construction inspection, staking, and material texting services for said project at standard hourly rates not-to-exceed \$185,200.00.

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

That the Mayor and City Clerk are hereby authorized to approve of an Amendment to the Professional Services Agreement with ShiveHattery for Professional Services Related to the Multi-Modal Station Development; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 21, 2016

Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

PROJECT NAME: Moline MMS (4th Avenue and 12th Street)

CLIENT NAME: City of Moline, IL

AMENDMENT NO.: One

ORIGINAL AGREEMENT DATE: February 12, 2016

AMENDMENT DATE: June 7, 2016

City of Moline, IL and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

A. PROJECT DESCRIPTION: ADD

Provide construction services for the construction of 4th Avenue from approximately 200' west of 12th Street to 15th Street and 12th Street from River Drive to 4th Avenue.

B. SCOPE OF SERVICES: ADD

These services will consist of the following tasks:

1. Provide full time construction observation at the construction site.
 - A. Attend pre-construction meeting.
 - B. Documentation of daily observations.
 - C. Perform and coordination of materials testing.
 - D. Take photographs of the project site before and throughout construction.
 - E. Coordination and contracting with Illinois Department of Transportation (ILDOT) certified testing services firm to perform materials testing during construction.
2. Provide contract administration
 - A. Review pay applications.
 - B. Review and respond to change order requests and R.F.I.'s.
 - C. Attend progress meetings with the City and the contractor.
 - D. Record material certifications, prepare record drawings and prepare close-out documentation.
3. Provide construction staking
 - A. Construction staking for the signals, signs and handholds.
 - B. Construction staking for the storm sewer, water and sanitary sewer at each structure.
 - C. Construction staking for the paving at 50 foot offsets except in the curves it will be 25 foot offsets.
 - D. Construction staking of the sidewalks and ADA ramps.

C. DELIVERABLES: ADD

1. Daily observation reports.
2. Record drawings
3. Manual with material certifications
4. Pay applications and change orders, if necessary



D. **ADDITIONAL SERVICES:** ADD

- 1. Other engineering and/or surveying services not included in the Scope of Services above.

E. **CLIENT RESPONSIBILITIES:** NONE

F. **COMPENSATION:** ADD

We will complete this scope of work on an hourly not to exceed basis with the following estimated fee:

Construction Observation and Contract Administration (We have assumed 1,200 staff hours 900 field hours 300 office hours)	\$135,000
Materials Testing	\$ 23,200
Construction Staking	\$ 27,000

As with all construction projects our fees are tied to the contractor's schedule. As such this is an estimate and may vary depending on weather and construction progress. If it is determined that this estimate is inaccurate, we will notify the City to determine a course of action.

G. **SCHEDULE:** CHANGE

We will complete this work in accordance with the contractor's schedule.

ATTACHMENT: Listing of estimated hours and dollars for fee, and schedule.

AGREEMENT: This Amendment is subject to all other terms and conditions of the Original Agreement.

ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT:

CITY OF MOLINE, IL

SHIVE-HATTERY, INC.

By:



Title:

Patrick R. Lynch, P.E.

Date Accepted:



Marti N. Ahlgren, PMP

MNA/vjw

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2016 to December 31, 2016

PROFESSIONAL STAFF:

Grade 1	\$ 82.00
Grade 2	\$ 98.00
Grade 3	\$110.00
Grade 4	\$124.00
Grade 5	\$135.00
Grade 6	\$147.00
Grade 7	\$161.00
Grade 8	\$176.00
Grade 9	\$195.00

TECHNICAL STAFF:

Grade 1	\$ 57.00
Grade 2	\$ 70.00
Grade 3	\$ 78.00
Grade 4	\$ 87.00
Grade 5	\$ 97.00
Grade 6	\$110.00
Grade 7	\$123.00

ADMIN STAFF: \$ 57.00

SURVEY STAFF:

One Person	\$114.00
Two Person	\$175.00
Scanning Surveyor	\$135.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

Unit Rate Schedule

	Rate	Unit
PERSONNEL		
IL DOT Nuclear Density Technician	\$62.00	hour*
IL DOT Level I PCC Technician	\$62.00	hour*
IL DOT Level II PCC Technician	\$75.00	hour*
IL DOT Level I HMA Technician	\$62.00	hour*
Coring Crew	\$125.00	hour*
Project Coordinator	\$65.00	hour
Project Engineer/Manager	\$115.00	hour
Senior Project Engineer/Manager	\$150.00	hour
LABORATORY TESTING		
Standard Proctor	\$130.00	each
Rock Correction	\$30.00	each
Atterberg Limits	\$65.00	each
Moisture Determined by Oven Method	\$10.00	each
Sieve Analysis (washed)	\$80.00	each
Aggregate Gradation (include #200 wash)	\$130.00	each
Compressive Strength of Concrete (made by Terracon)	\$14.00	each
Compressive Strength of Concrete (made by others)	\$20.00	each
Flexural Strength of Beam (includes mold and cleaning charge)	\$85.00	each
Extraction/Gradation of Asphalt	\$155.00	each
SuperPave Molded Density Specimens (set of 2)	\$325.00	each
Core Density of Asphalt	\$35.00	each
Core Length (9-point)	\$35.00	each
Maximum Theoretical Specific Gravity	\$120.00	each
FIELD EQUIPMENT/MATERIALS		
Coring Equipment	\$100.00	day
Core Drill Diamond Bit Wear	\$4.00	inch
Nuclear Density Gauge	\$40.00	day
Miscellaneous Charges	Cost + 20%	
TRIP CHARGE		
Vehicle Charge	\$15.00	trip

* Overtime is defined as all hours in excess of eight (8) hours per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

This project is located within the Operating Engineers Local 150 territory. It is our understanding that union technicians are not required for this project; however, if at any time prior to or during the course of the project it is determined that the project must be staffed in accordance with union field personnel requirements, the Client agrees to pay hourly rates, and fees reflecting customary union labor/prevaling wage rates (based on the current agreement with International Brotherhood of Operating Engineers Local 150 for field services personnel) from that point forward for technicians that would be dispatched from our Rockford, Illinois location. Terracon will notify the Client prior making such personnel changes and provide the Client with a revised fee schedule reflecting those changes.

COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
IL DOT Nuclear Density Technician					
Utility Trench Backfill Placement	5	2.00	\$62.00	hour	\$620.00
Pavement & Sidewalk Subgrade Preparation	20	2.00	\$62.00	hour	\$2,480.00
Granular Base Placement	5	2.00	\$62.00	hour	\$620.00
Trip Charge					
Vehicle Charge	30		\$15.00	visit	\$450.00
Field Equipment					
Nuclear Density Gauge	30		\$40.00	day	\$1,200.00
Subtotal =					\$5,370.00
LABORATORY SOIL / AGGREGATE TESTING					
Standard Proctor	4		\$130.00	each	\$520.00
Rock Correction	1		\$30.00	each	\$30.00
Aggregate Gradation (include #200 wash)	11		\$130.00	each	\$1,430.00
Subtotal =					\$1,980.00
PORTLAND CEMENT CONCRETE TESTING					
IL DOT Level I PCC Technician					
<i>Standard testing (temp, slump, air content, cylinders)</i>					
Casting of 1 Set of 5 Cylinders	20	2.00	\$62.00	hour	\$2,480.00
Casting of 2 Sets of 4 Cylinders	5	4.00	\$62.00	hour	\$1,240.00
Compressive Strength Sample Pickup	10	1.00	\$62.00	hour	\$620.00
IL DOT Level II PCC Technician					
Batch Plant Monitoring	8	2.00	\$75.00	hour	\$1,200.00
Trip Charge					
Vehicle Charge	43		\$15.00	visit	\$645.00
Laboratory testing					
Compressive Strength of Concrete (made by Terracon)	150		\$14.00	test	\$2,100.00
Subtotal =					\$8,285.00

COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
ASPHALT TESTING AND OBSERVATION					
IL DOT Level I HMA Technician					
Measure Temperature and Density, and Obtain Field Samples	6	2.00	\$62.00	hour	\$744.00
Coring Crew					
Pavement Core Drilling	1	8.00	\$125.00	hour	\$125.00
Trip Charge					
Vehicle Charge	7		\$15.00	visit	\$105.00
Laboratory testing					
Core Length (9-point)	10		\$35.00	each	\$350.00
Core Density of Asphalt	10		\$35.00	each	\$350.00
Maximum Theoretical Specific Gravity	4		\$120.00	each	\$480.00
SuperPave Molded Density Specimens (set of 2)	2		\$325.00	each	\$650.00
Extraction/Gradation of Asphalt	4		\$155.00	each	\$620.00
Field Equipment					
Coring Equipment	1		\$100.00	day	\$100.00
Core Drill Diamond Bit Wear	60		\$4.00	inch	\$240.00
Nuclear Density Gauge	6		\$40.00	day	\$240.00
Subtotal =					\$4,004.00

PROJECT MANAGEMENT

Project Administration					
Project Coordinator	10		\$65.00	hour	\$650.00
Project Engineer/Manager	20		\$115.00	hour	\$2,300.00
Senior Project Engineer/Manager	4		\$150.00	hour	\$600.00
Subtotal =					\$3,550.00

ESTIMATED TESTING AND INSPECTION FEE

ESTIMATED TOTAL = \$23,189.00

It should be noted the client is billed only for the amount of service provided. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.

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 (address) and zoned

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

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**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

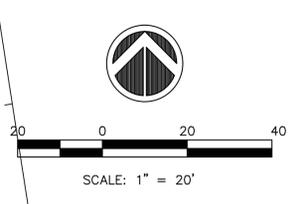
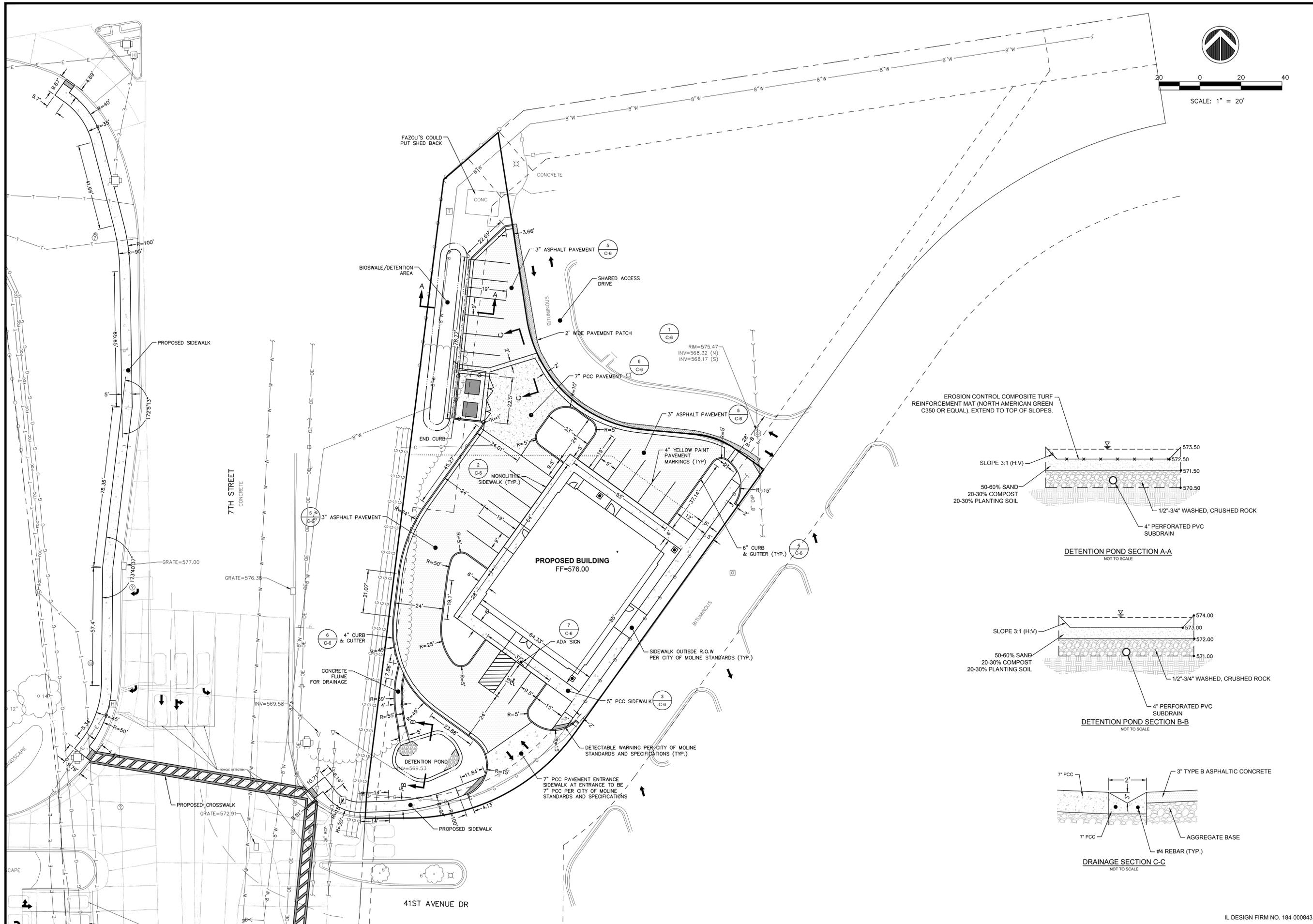
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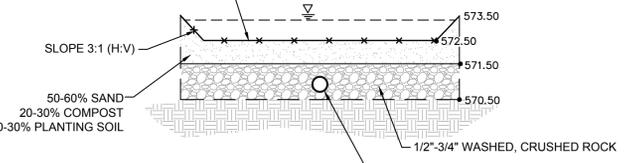
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IL DESIGN FIRM NO. 184-000843

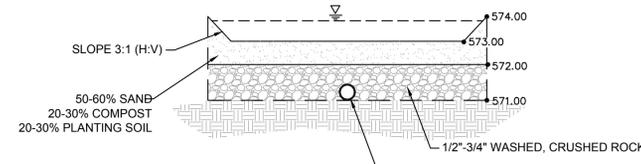
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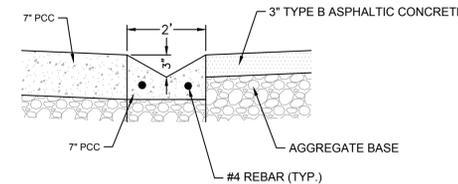
EROSION CONTROL COMPOSITE TURF REINFORCEMENT MAT (NORTH AMERICAN GREEN C350 OR EQUAL). EXTEND TO TOP OF SLOPES.



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

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MOLINE, ILLINOIS

SITE LAYOUT AND PAVING PLAN

Missman Project No: C16L002
File Name: C16L002-SITE PLAN.dwg
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Date: 05/03/2016



NO.	REVISIONS DESCRIPTION	DATE

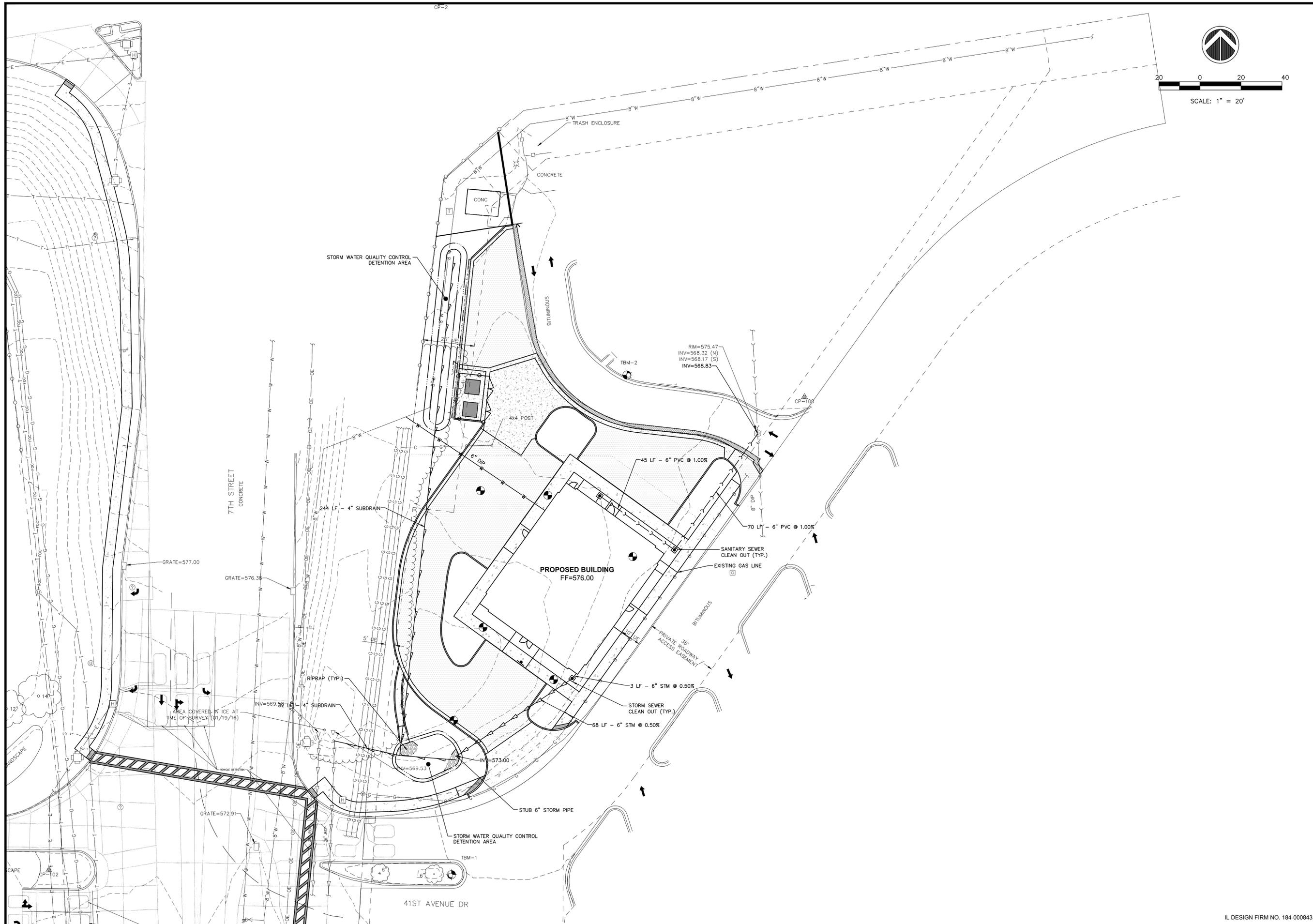
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MOLINE, ILLINOIS

**GRADING AND EROSION CONTROL
PLAN**

Missman Project No: C16L002
File Name: C16L002-GRADING AND EROSION CONTROL
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REVISIONS	DATE
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BTS - 7TH STREET & JOHN DEERE ROAD
COMMERCIAL LOT
MOLINE, ILLINOIS

UTILITY PLAN

Missman Project No: C16L002

File Name: C16L002-GRADING AND UTILITIES.dwg

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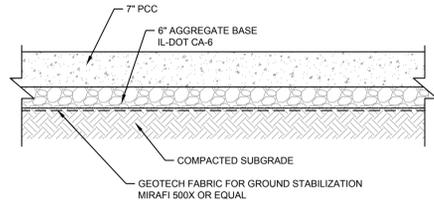
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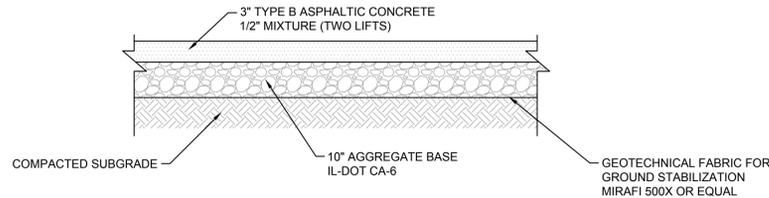
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C-5

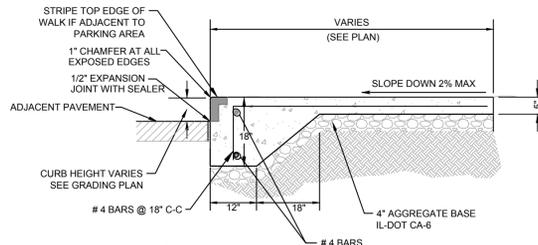
Sheet 6 of 7



1 PCC PAVEMENT DETAIL
NOT TO SCALE



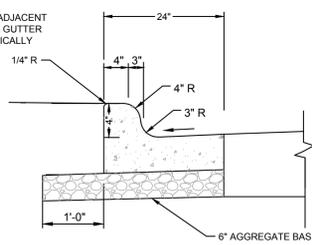
5 ASPHALT PAVEMENT DETAIL
NOT TO SCALE



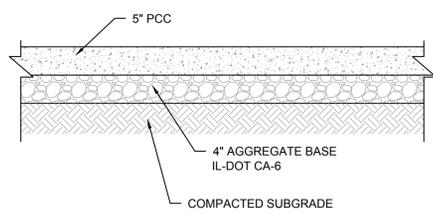
2 MONOLITHIC PCC SIDEWALK
NOT TO SCALE

NOTES:

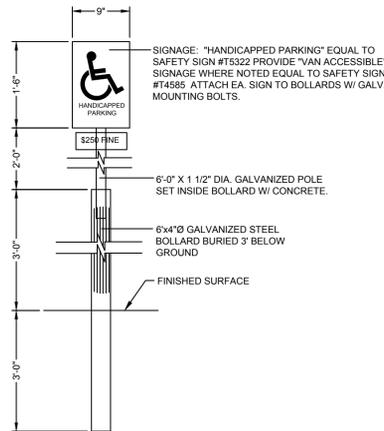
1. PROVIDE 3/8" WIDE x 1" DEEP TOOLED CONTRACTION JOINTS (TJ) AT 5' O.C. MAX.
2. TURN DOWN EDGE AT PAVEMENT AREA ONLY.
3. INSTALL 1/2" THICK EXPANSION JOINT AT 50' MAXIMUM SPACING AND AT DRIVEWAYS, BACK OF CURB, PROPERTY LINES, AND AT OTHER SIDEWALKS. EXPANSION JOINTS AT BACK OF CURB SHALL BE SEALED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



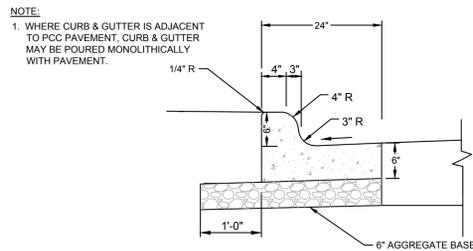
6 4" CURB AND GUTTER
NOT TO SCALE



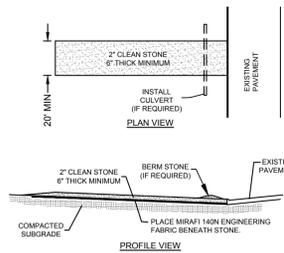
3 SITE SIDEWALK
NOT TO SCALE



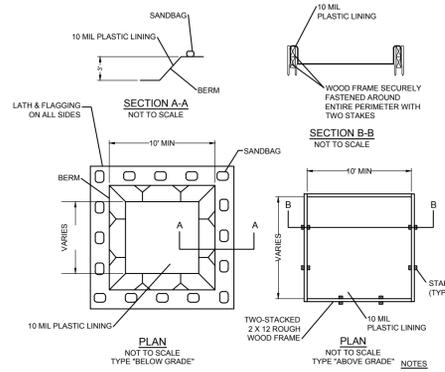
7 ADA PARKING SIGN DETAIL
NOT TO SCALE



4 6" CURB AND GUTTER
NOT TO SCALE

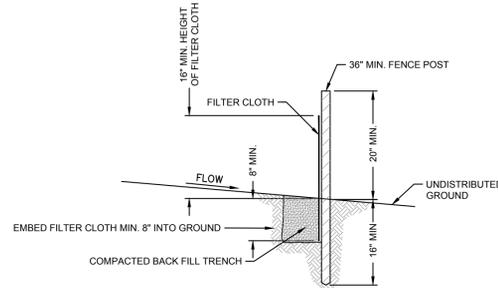


8 CONSTRUCTION ENTRANCE
NOT TO SCALE



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

No.	DESCRIPTION	DATE

Missman, Inc.
Professional Engineers & Land Surveyors

Rock Island, IL • (309) 788-7444
Bettendorf, IA • (563) 344-0280
Rockford, IL • (815) 965-6400
DeKalb, IL • (815) 748-5543
www.missman.com

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

DETAILS

Missman Project No: C16L002

File Name: C16L002-NOTES AND DETAILS.dwg
© COPYRIGHT 2016 ALL RIGHTS RESERVED

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](#)



7th St
7th St

REQUIRED LOCATION



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



REQUIRED LOCATION



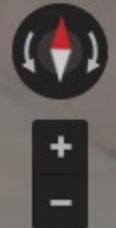
Moline, Illinois
[View on Google Maps](#)

© 2015 Google



7th St
7th St

PROPOSED LOCATION



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

PROPOSED LOCATION



Council Bill/Resolution No. 1089-2016

Sponsor: _____

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.

WHEREAS, 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; and

WHEREAS, staff recommends acceptance of said easement.

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

That the Mayor and City Clerk are authorized 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; provided, however, that said easement 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 21, 2016
Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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. 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

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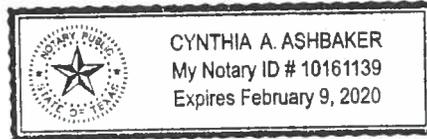
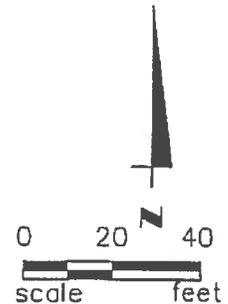


EXHIBIT A (SHEET 1 OF 2)

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

318.59'
S 00°02'50" W

LOT 56

N 00°08'38" E
6.15'

S 77°16'30" E
10.76'

S 12°43'30" W
6.00'

(144.18')
N 77°16'30" W

3/4" IRON ROD

Point of Beginning

N 77°16'30" W
9.42'

(144.18')
N 77°16'30" W

AVENUE OF THE CITIES



MY LICENSE EXPIRES 11/30/2016

LEGEND



- PERMANENT EASEMENT
61 sq. FT. +/-



- FOUND IRON ROD AS NOTED



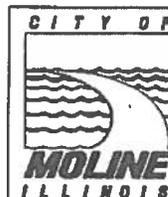
- ORIGINAL LOT LINE



- EXISTING PROPERTY LINE

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.



CITY OF MOLINE
3455 AOTC - MOLINE, IL 61265

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

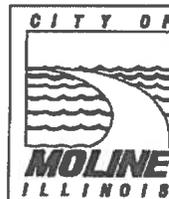
EXHIBIT A (SHEET 2 OF 2)

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;

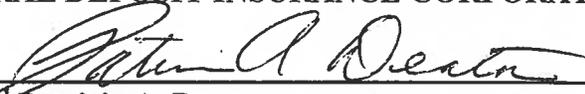
(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

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

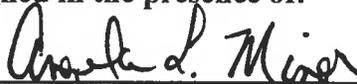
This Limited Power of Attorney shall be effective from July 21, 2015, and shall continue in full force and effect through June 3, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will 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:



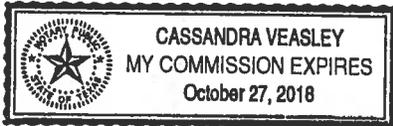
Witness
Name: Angela L. Minor



Witness
Name: Jerelde Cox

STATE OF TEXAS
COUNTY OF DALLAS

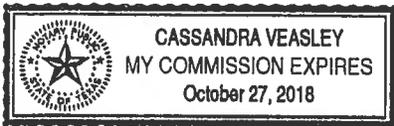
On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (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

Council Bill/Resolution No. 1089-2016

Sponsor: _____

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.

WHEREAS, 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; and

WHEREAS, staff recommends acceptance of said easement.

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

That the Mayor and City Clerk are authorized 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; provided, however, that said easement 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 21, 2016
Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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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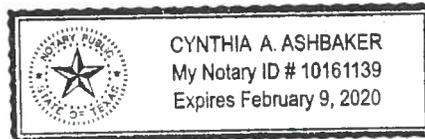
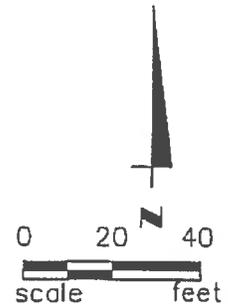


EXHIBIT A (SHEET 1 OF 2)

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

318.59'
S 00°02'50" W

LOT 56

N 00°08'38" E
6.15'

S 77°16'30" E
10.76'

S 12°43'30" W
6.00'

(144.18')
N 77°16'30" W

3/4" IRON ROD

Point of Beginning

N 77°16'30" W
9.42'

(144.18')
N 77°16'30" W

AVENUE OF THE CITIES



MY LICENSE EXPIRES 11/30/2016

LEGEND



- PERMANENT EASEMENT
61 sq. FT. +/-



- FOUND IRON ROD AS NOTED



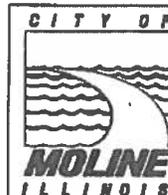
- ORIGINAL LOT LINE



- EXISTING PROPERTY LINE

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.



CITY OF MOLINE
3455 AOTC - MOLINE, IL 61265

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

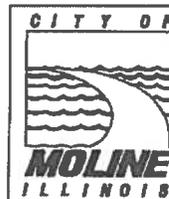
EXHIBIT A (SHEET 2 OF 2)

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
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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;

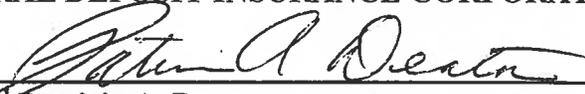
(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

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

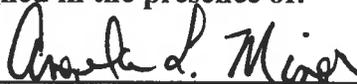
This Limited Power of Attorney shall be effective from July 21, 2015, and shall continue in full force and effect through June 3, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will 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:



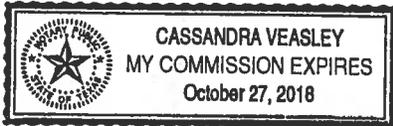
Witness
Name: Angela L. Minor



Witness
Name: Jerelde Cox

STATE OF TEXAS
COUNTY OF DALLAS

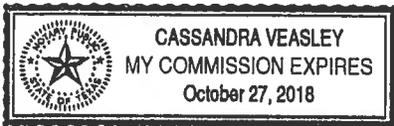
On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (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

Council Bill/Resolution No. 1090-2016

Sponsor: _____

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.

WHEREAS, 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, are 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; and

WHEREAS, staff recommends acceptance of said easement.

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

That the Mayor and City Clerk are authorized 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; provided, however, that said easement 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 21, 2016
Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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: M.K. Schneese-Smith

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

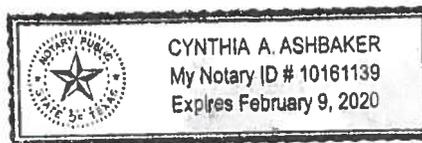
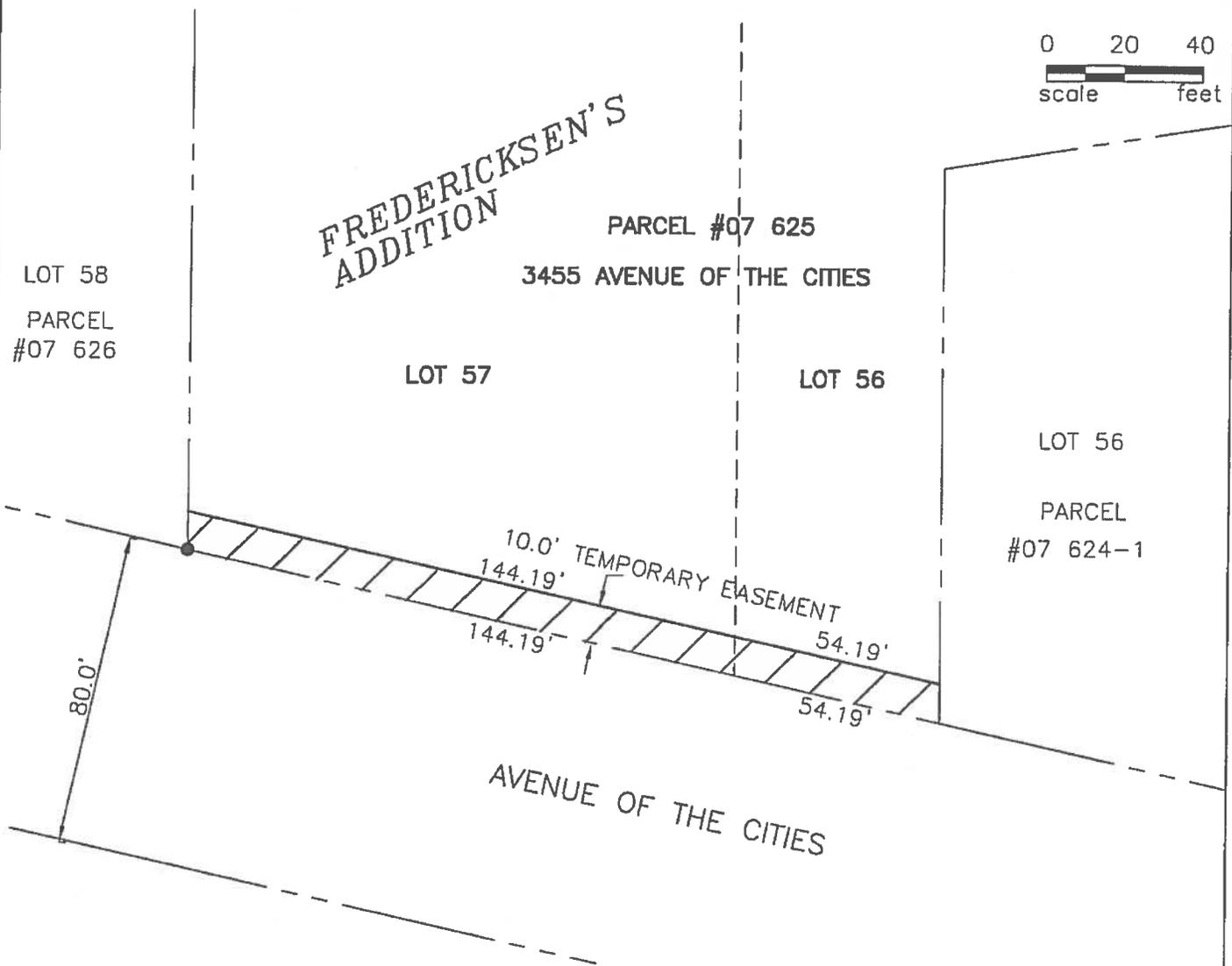
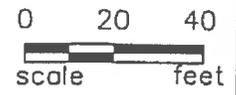


EXHIBIT A (SHEET 1 OF 1)

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;

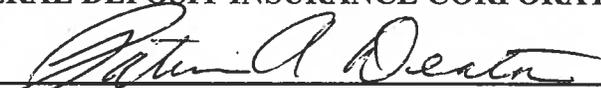
(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

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

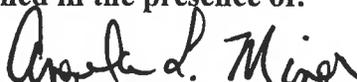
This Limited Power of Attorney shall be effective from July 21, 2015, and shall continue in full force and effect through June 3, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will 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:



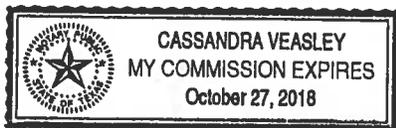
Witness
Name: Angela L. Minor



Witness
Name: Jerelde Cox

STATE OF TEXAS
COUNTY OF DALLAS

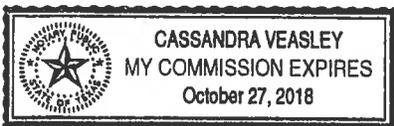
On this 21st day of July, 2015, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (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

Council Bill/Resolution No. 1091-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$17,825.25.

WHEREAS, per City Council action at the June 7, 2016 Committee-of-the-Whole meeting, a change order is needed in the credit amount of \$17,825.25; and

WHEREAS, said change order reflects the cost savings realized by eliminating the sidewalk from the west side of 40th Street; and

WHEREAS, said change order decreases the original contract value of \$1,125,808.62 by 1.6% to \$1,107,980.37.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Miller Trucking & Excavating, Inc. for Project #1211, 40th Street Reconstruction South of 32nd Avenue, in the amount of \$17,825.25; provided, however, that said change order is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 21, 2016
Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1211

Description: 40th Street, South of 32nd Avenue

Contractor : Miller Trucking & Excavating

Date : 06/16/16

WORK DAYS		CONTRACT	
Contract	100	Original Contract	\$1,125,808.62
Changes		Changes To-Date	(\$17,828.25)
Adjusted		Adjusted Contract	\$1,107,980.37
			% Change -1.6%

Change Order No. : 1

Sheet 1 of 1

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		CIP					
	1	Tree Removal, 6 to 15 Units Diameter		UNITS	\$36.00		
	2	Tree Removal, Over 15 Units Diameter		UNITS	\$40.00		
	3	Clearing and Shaping		SY	\$25.00		
	4	Trees, Heritage River Birch		EA	\$450.00		
	5	Earth Excavation		CY	\$15.00		
	6	Embankment		CY	\$15.00		
	7	Geotechnical Fabric for Ground Stabilization		SY	\$1.15		
	8	Seeding Special Complete, Class 1		LSUM	\$15,000.00		
	9	Seeding Special Complete, Class 3		LSUM	\$2,500.00		
	10	Stone Dumped Rip Rap		TON	\$50.00		
	11	Aggregate Surface Course, Type A		TON	\$20.00		
	12	Aggregate Surface Course, Type B, 6"		SY	\$7.00		
	13	Aggregate Surface Course, Type C, 6"		SY	\$9.00		
	14	Polymerized Bituminous Materials (Prime Coat)		GAL	\$23.00		
	15	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"		SY	\$20.00		
	16	Polymerized Surface Course, Mix "D", IL-9.5, N50, 1.5"		SY	\$20.00		
	17	PCC Pavement, 7" with Integral Curb		SY	\$50.00		
	18	PCC Driveway Pavement		SY	\$64.00		
	19	PCC Sidewalk, 4"	-3241.5	SF	\$5.50		(\$17,828.25)
	20	PCC Sidewalk, 6" Ramp		SF	\$22.00		
	21	Detectable Warnings		SF	\$44.00		
	22	Pavement Removal		SY	\$15.00		
	23	Driveway Pavement Removal		SY	\$10.00		
	24	Sidewalk Removal		SF	\$0.75		
	25	Class B Patch, Type IV, 7"		SY	\$110.00		
	26	Relocate Curbside Mailbox		EA	\$115.00		
	27	Traffic Control Complete		LSUM	\$25,000.00		
	28	Construction Layout		LSUM	\$6,500.00		
		WATER					
	29	Water Main, DIP, P CL 350, 8"		LF	\$70.00		
	30	Water Main Encasement		LF	\$135.00		
	31	Fire Hydrant Assembly Complete		EA	\$3,800.00		
	32	Fire Hydrant to be Removed		EA	\$500.00		
	33	12" X 8" Tapping Sleeve with 8" Valve and Valve Box		EA	\$5,000.00		
	34	Valve and Valve Box		EA	\$1,250.00		
	35	8" X 8" X 6" Tee		EA	\$500.00		
	36	8" X 8" X 8" Tee		EA	\$525.00		
	37	DI Plug, 8"		EA	\$200.00		
	38	Water Service Connection, 1" (Corporation)		EA	\$400.00		
	39	Water Service Connection, 1.5" (Corporation)		EA	\$600.00		
	40	Curb Stop and Box, 1"		EA	\$500.00		
	41	Curb Stop and Box, 1.5"		EA	\$650.00		
	42	Copper Water Service, 1"		LF	\$30.00		
	43	Copper Water Service, 1.5"		LF	\$70.00		
	44	Standard Testing Connection, 1"		EA	\$425.00		
	45	11.25° Bend, 8"		EA	\$350.00		
	46	22.5° Bend, 8"		EA	\$350.00		
	47	45° Bend, 8"		EA	\$350.00		
	48	8" X 6" Reducer		EA	\$325.00		
	49	6" X 6" X 6" Tee		EA	\$450.00		
	50	Remove Existing Valve and Vault		EA	\$550.00		
	51	Trench Backfill (Water)		CY	\$10.00		
	52	Abandon and Fill Existing Water Main, 8"		LF	\$3.50		

WPC			
53	Sanitary Sewer, DIP, P CL 350, 8"	LF	\$98.00
54	Manhole, Type A, 4' Dia., Special (Sanitary)	EA	\$4,500.00
55	Remove Manhole, Sanitary	EA	\$500.00
56	Remove Lamphole, Sanitary	EA	\$100.00
57	Trench Backfill (Sanitary)	CY	\$16.00
58	Sanitary Sewer Service, 6"	LF	\$75.00
59	Reconnect Sanitary Service Lateral, 6"	EA	\$900.00
60	Abandon and Fill Existing Sanitary Sewer, 8"	LF	\$3.50
STORM			
61	Storm Sewer, 12"	LF	\$46.00
62	Storm Sewer, 18"	LF	\$68.00
63	PRC Flared End Section, 18"	EA	\$400.00
64	Catch Basin, Single	EA	\$1,900.00
65	Manhole, Type A, 4' Dia., with Type 1 F&OL (Storm)	EA	\$2,800.00
66	Pipe Underdrain, 4" Complete	LF	\$11.00
67	Trench Backfill (Storm)	CY	\$10.00
* Denotes new item added to contract		Totals	\$0.00
Previous Changes =	Total Changes To-Date = (\$17,828.25)	Net Change	(\$17,828.25)
REASON FOR CHANGE			
19	Eliminate Sidewalk on West Side of 40th Street		
CHANGE ORDER APPROVAL			
Contractor: _____		Date: _____	

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa to extend his services as the City's Zoning Hearing Officer for a three-year period commencing July 24, 2016.

WHEREAS, in 2006, the City of Moline created the position of Zoning Hearing Officer, pursuant to Chapter 35, Zoning and Land Development, of the Moline Code of Ordinances, Section 35-1302, and entered into an agreement for professional services with Thomas A. Skorepa ("Skorepa") to serve as the Zoning Hearing Officer; and

WHEREAS, Skorepa has served as the Zoning Hearing Officer since 2006 under the original agreement and its subsequent 2010 and 2013 extensions; and

WHEREAS, the current agreement is due to expire July 23, 2016, and the City and Skorepa wish to extend the agreement for another three-year period, commencing July 24, 2016, under the same terms and conditions of the current agreement.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa to extend his services as the City's Zoning Hearing Officer for a three-year period commencing July 24, 2016; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

June 21, 2016

Date

Passed: June 21, 2016

Approved: July 12, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT BETWEEN THE CITY OF MOLINE AND ATTORNEY FOR
SERVICES AS THE CITY'S ZONING HEARING OFFICER

This AGREEMENT is effective this 24th day of July, 2016, by and between the City of Moline, Illinois (hereinafter "City"), and Thomas A. Skorepa (hereinafter "Attorney").

WHEREAS, on July 27, 2010, the City and the Attorney entered into an agreement for the Attorney to provide services as the Zoning Hearing Officer for the City; that agreement was extended for a three-year term and expires on July 23, 2016; and

WHEREAS, the City desires to retain the Attorney to continue to provide services as the Zoning Hearing Officer for the City.

IT IS THEREFORE STIPULATED, COVENTED, AND AGREED by and between the parties hereto in consideration of the mutual covenants contained herein as follows:

1. The CITY does hereby appoint the Attorney as the Zoning Hearing Officer to preside at all zoning appeal hearings and to fulfill the duties as directed by Article II, Divisions 1 and 2, of the Moline Zoning and Land Development Code.
2. That, in the performance of his duties, the Attorney will hear testimony and other evidence offered during the zoning appeal hearings relevant to the validity of the proposed variations of the Zoning and Land Development Code. At the conclusion of the presentation of evidence, he will issue and sign a written finding and decision on each item presented at the zoning appeal hearing.
3. The Attorney will have the assistance of the staff of the City of Moline, as may be assigned to the Zoning Hearing Officer, to assist him in administration of the zoning appeal hearings.
4. It is agreed that all hearings shall be held in the Moline City Council Chambers on the top floor of Moline City Hall, 619 16th Street, Moline, Illinois. If at any time this location will be unavailable, an alternate location may be arranged for by the City of Moline staff. The time and date of hearings shall be the third Thursday of every month at 4:00 p.m., unless otherwise specified by the City and agreed upon by the Attorney .
5. All necessary forms, stationery, supplies, and equipment will be provided by the City.
6. The City will pay the Attorney an hourly rate equal to that paid for MUNICES as currently in effect and approved by the City Council. This rate shall be billable in quarter hour increments for time spent in zoning appeal hearings and also time spent reviewing or considering zoning appeal applications outside of said hearings.

7. This agreement shall remain in effect for a period of three (3) years and may be terminated in advance by either party by giving sixty (60) days notice in writing of said termination.

CITY OF MOLINE, ILLINOIS

THOMAS A. SKOREPA

By: _____
Scott Raes, Mayor

By: 

Attest: _____
Tracy A. Koranda, City Clerk

Dated: May 24, 2014

Dated: _____

Approved as to Form:


Maureen E. Riggs, City Attorney