



# MOLINE CITY COUNCIL AGENDA

Tuesday, May 1, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CONSENT AGENDA**

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

**APPROVAL OF MINUTES**

Committee-of-the-Whole and Council meeting minutes of April 24, 2012.

**SECOND READING ORDINANCES**

**1. Council Bill/General Ordinance 3014-2012**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter.

**EXPLANATION:** The Committee-of-the-Whole reviewed the City's parking immobilization fee on April 3, 2012. At that time, staff recommended increasing the immobilization fee to cover the full cost of collection and discourage repeat offenders.

**FISCAL IMPACT:** Increased revenue to the General Fund

**PUBLIC NOTICE/RECORDING:** Publication of Ordinance

OMNIBUS VOTE	Aye	Nay
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

**RESOLUTIONS**

**2. Council Bill/Resolution 1177-2012**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Valley Construction Company for Project #1144, 2012 Residential Resurfacing Project.

**EXPLANATION:** Bids were publicly read on April 17, 2012, with Valley Construction submitting the lowest responsible and responsive bid in the amount of \$302,985.82.

**FISCAL IMPACT:** Funds are available in Utility Tax, Water, WPC and Storm Water.

**PUBLIC NOTICE/RECORDING:** N/A

**OMNIBUS VOTE**

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

Members of the public are permitted to speak after first stating their name and address.

**EXECUTIVE SESSION**

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter.

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, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter, which shall read as follows:

**"ARTICLE V. STOPPING, STANDING AND PARKING**

**DIVISION 1. IN GENERAL**

**SEC. 20-5128. IMPOUNDMENT FOR UNPAID VIOLATIONS.**

\* \* \* \* \*

(h) The fee for impoundment by immobilization shall be one hundred dollars (\$100.00), and the fee for impoundment by towing shall be as follows:

- (1) Forty Dollars (\$40.00) for vehicles less than one ton;
- (2) Seventy -Five Dollars (\$75.00) for vehicles of one (1) ton weight or more;
- (3) Plus Twenty Dollars (\$20.00) additional towing fee if a dollie is used for an immobile vehicle;
- (4) Plus Forty Dollars (\$40.00) per one-half hour of use of a small wrecker in an extraordinary event requiring additional equipment;
- (5) Plus Seventy-Five Dollars (\$75.00) per hour of use of a medium wrecker in an extraordinary event requiring additional equipment;
- (6) Plus ninety dollars (\$90.00) per hour of use of a large wrecker in an extraordinary event requiring additional equipment. Oxygen demand index

\* \* \* \* \*

**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/Resolution No.: 1177-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Valley Construction Company for Project #1144, 2012 Residential Resurfacing, in the amount of \$302,985.82.

\_\_\_\_\_  
WHEREAS, bids were publicly read on April 17, 2012; and

WHEREAS, bids were solicited with Valley Construction Company 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 Valley Construction Company for Project #1144, 2012 Residential Resurfacing, in the amount of \$302,985.82; provided, however, that said contract 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

\_\_\_\_\_  
May 1, 2012

Date

Passed: May 1, 2012

Approved: May 8, 2012

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

Approved as to form:

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2012, between **VALLEY CONSTRUCTION COMPANY** of **3610 78<sup>TH</sup> AVENUE WEST, P.O. BOX 2020, ROCK ISLAND, IL 61201**, 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 **THREE HUNDRED TWO THOUSAND NINE HUNDRED EIGHTY FIVE AND 82/100 (\$302,985.82) 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 NO. 1144, 2012 Residential Resurfacing** 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 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/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 **THREE HUNDRED TWO THOUSAND**

**NINE HUNDRED EIGHTY FIVE AND 82/100 (\$302,985.82) 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