



MOLINE CITY COUNCIL AGENDA

Tuesday, August 9, 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 Wendt

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		
Waldron		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of August 2, 2016 and appointments made during Committee of the Whole on August 9, 2016.

Second Reading Ordinances

1. Council Bill/General Ordinance 4043-2016

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 QCA Heritage Tractor Parade and Show scheduled for Saturday, September 10, 2016.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

2. Council Bill/Special Ordinance 4044-2016

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, September 10, 2016.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

Resolutions

3. Council Bill/Resolution 1096-2016

A Resolution authorizing the Mayor and City Clerk to execute, on behalf of the City of Moline, a Subordination Agreement with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline.

Explanation: The City previously entered into a Mortgage with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline, wherein the City agreed to subordinate its rights in the property to MJ Storm Investment L.L.C.'s mortgage holder, Midwest Bank. MJ Storm is now refinancing its mortgage and is seeking a new Subordination Agreement with the new bank, TBK Bank, SSB. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

4. Council Bill/Resolution 1107-2016

A Resolution authorizing the Mayor and City Clerk to execute a Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Federal Grant Resurfacing Project.

Explanation: The City of Moline is the recipient of \$2,839,190 in Federal transportation funds to resurface River Drive from 23rd – 34th Streets, 12th Avenue from 34th – 53rd Streets, and 16th Street from John Deere Road – 52nd Avenue. The City must provide a 20% match to the grant funds which brings the total estimated project cost to \$3,555,900. Current workloads prevent City staff from performing the required Phase 1 engineering services. Missman, Inc. is currently performing Phase 1 engineering services work on a similar project for another local community. Given Missman’s recent experience with this type of work and the City’s past satisfactory relationship with Missman, staff finds Missman, Inc. to be the most qualified firm to provide these Phase 1 engineering services. Missman, Inc. proposes to provide Phase 1 engineering services at standard hourly rates for the not-to-exceed price of \$252,059. This represents 7.1% of the estimated construction contract value. Staff has reviewed the proposal and finds the estimated 2,116 man hours to be reasonable given the scope of the work required.

Fiscal Impact: This is an unbudgeted expense; however, sufficient Motor Fuel Tax funds are available.

Public Notice/Recording: N/A

5. Council Bill/Resolution 1108-2016

A Resolution authorizing the approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00266-00-ES, Federal Resurfacing Project Phase 2 Engineering.

Explanation: A Resolution for Improvement is necessary to use Motor Fuel Tax funds for the Federal Grant Resurfacing Project Phase 2 Engineering.

Fiscal Impact: Funds are not budgeted in Account #220-9850-436.08; however, sufficient Motor Fuel Tax funds are available.

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

Resolutions

6. Council Bill/Resolution 1109-2016

A Resolution authorizing the Mayor and City Clerk to execute a Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Sylvan Island Bridge Replacement Project.

Explanation: City Council approved a \$79,450.00 professional services agreement with Missman, Inc. in October 2014 to provide Phase 1 engineering services for the Sylvan Island Bridge Replacement Project. The Project Development Report has been submitted to the Illinois Department of Transportation for review which signifies the end of the Phase 1 engineering work. Missman, Inc. proposes to provide Phase 2 engineering services which will generate the plans and specifications required to solicit bids for the project. Missman, Inc. proposes to provide these services at standard hourly rates the not to exceed price of \$95,656.83. City staff has reviewed the proposal and finds the estimated 765 man hours to be reasonable given the scope of the work required.

Fiscal Impact: \$120,000.00 is budgeted in Account #220-9849-436.08-20, Motor Fuel Tax Section 16-00265-00-ES Sylvan Island Bridge Phase 2 Engineering.

Public Notice/Recording: N/A

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

1109-2016		
Council Member	Aye	Nay
Wendt		
Zelnio		
Turner		
Schoonmaker		
Waldron		
Acri		
Rodriguez		
Parker		
Mayor Raes		

7. Council Bill/Resolution 1110-2016

A Resolution authorizing the approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00265-00-ES, Sylvan Island Bridge Phase 2 Engineering.

Explanation: A Resolution for Improvement is necessary to use Motor Fuel Tax funds for the Sylvan Island Bridge Phase 2 Engineering.

Fiscal Impact: \$120,000.00 is budgeted in Account #220-9849-436.08-20, Motor Fuel Tax funds.

Public Notice/Recording: N/A

1110-2016		
Council Member	Aye	Nay
Wendt		
Zelnio		
Turner		
Schoonmaker		
Waldron		
Acri		
Rodriguez		
Parker		
Mayor Raes		

First Reading Ordinances

8. Council Bill/Special Ordinance 4045-2016

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 Mercado on 5th Grand Opening scheduled for Friday, August 26, 2016.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

Council Bill/Special Ordinance No. 4043-2016

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 QCA Heritage Tractor Parade and Show scheduled for Saturday, September 10, 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:

From Saturday, September 10, 2016, 7:00 a.m. to 6:00 p.m., the following public right-of-way:

All lanes of 15th Street from the southernmost side of River Drive to the northernmost side of the entrance to the Historic Block Parking Lot

From Saturday, September 10, 2016, 9:45 a.m. to 11:15 a.m., the following public-right-of-way:

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of 19th Street
All lanes of 19th Street from the northernmost side of River Drive to the southernmost side of 5th Avenue
All lanes of 5th Avenue from the easternmost side of 19th Street to the westernmost side of 12th Street
All lanes of 12th Street from the southernmost side of 5th Avenue to the northernmost side of River Drive

It shall be an offense to use said roadways for vehicular purposes during such times specified herein.

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/Resolution No. 4044-2016

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, September 10, 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:

Friday, September 9, 2016, 10:00 a.m. to Saturday, September 10, 2016, 5:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the cul de sac.

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

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

August 9, 2016

Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1096-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute, on behalf of the City of Moline, a Subordination Agreement with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline.

WHEREAS, the City of Moline previously entered into a Mortgage with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline, wherein the City agreed to subordinate its rights in the property to MJ Storm Investment L.L.C.'s mortgage holder, Midwest Bank.

WHEREAS, MJ Storm is refinancing its Mortgage and is seeking a new Subordination Agreement with the new bank, TBK Bank, SSB; and

WHEREAS, execution of the attached Subordination Agreement between the City and TBK Bank, SSB, will satisfy the provisions of the Mortgage.

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, on behalf of the City of Moline, a Subordination Agreement between the City of Moline and TBK Bank, SSB, for property located at 525 16th Street, Moline; 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

August 9, 2016

Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

RECORDATION REQUESTED BY:

TBK Bank, SSB
Bettendorf Iowa Branch
852 Middle Road
Bettendorf, IA 52722

WHEN RECORDED MAIL TO:

TBK Bank, SSB
Bettendorf Iowa Branch
852 Middle Road
Bettendorf, IA 52722

SEND TAX NOTICES TO:

MJ STORM INVESTMENTS,
L.L.C.
55 Hawthorne Road
Rock Island, IL 61201-6110

FOR RECORDER'S USE ONLY

This Subordination of Mortgage prepared by: Nita Cross, Commercial Documentation Specialist

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE dated May 20, 2016, is made and executed among MJ STORM INVESTMENTS, L.L.C. ("Borrower"); City of Moline, Illinois ("Mortgagee"); and TBK Bank, SSB ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Purchase Agreement dated January 29, 2009, in the original principal amount of \$250,000.00 .

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated May 20, 2016 from MJ STORM INVESTMENTS, L.L.C. ("Mortgagor") to City of Moline, Illinois ("Mortgagee") (the "Subordinated Mortgage") and recorded in Rock Island County, State of Illinois as follows:

Mortgage dated January 29, 2009 on the property located at 525 16th Street, Moline IL given by MJ Storm Investments, L.L.C. to City of Moline and recorded February 2, 2009 and RE-Recorded on March 3, 2009 as document number 2009-02086 and 2009-04470 respectively in the Rock Island County Recorder's Office.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Rock Island County, State of Illinois:

The South 65 feet of Lot 8 in Block 3 in that part of the City of Moline known as and called ATKINSON'S FIRST ADDITION, a/k/a ATKINSON'S ADDITION; situated in the County of Rock Island, in the State of Illinois.

The Real Property or its address is commonly known as 525 16th St, Rock Island, IL 61201.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Promissory note dated June 12, 2015, in the original principal amount of \$663,000.00 .

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated 6/12/2015, from Borrower to Lender (the "Lender's Lien") and recorded in Rock Island County, State of Illinois as follows:

Mortgage dated June 12, 2015 on the property located at 525 16th Street, Moline IL given by MJ Storm Investments, L.L.C. to lender and recorded June 17, 2015 as document number 2015-10279 in the Rock Island County Recorder's Office.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without

notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

FAX SIGNATURES AUTHORIZATION. This document may be furnished to TBK Bank, SSB in one or more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by fax or by electronic delivery and TBK Bank, SSB shall be entitled to rely on this authorization in any form of delivery and each signature thereon shall constitute an original signature regardless of the form of delivery.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Iowa.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Rock Island County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MAY 20, 2016.

MORTGAGEE ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS SUBORDINATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, _____ personally appeared

, and known to me to be (an) authorized agent(s) of the governmental entity that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the governmental entity, by authority of its enabling laws or by resolution of its governing body, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the governmental entity.

By _____ Residing _____ at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Iowa _____)

) SS

COUNTY OF Scott _____)



On this 17 day of June, 2016 before me, the undersigned Notary Public, personally appeared Laurence Davis and known to me to be the AVP - Commercial Lender authorized agent for **TBK Bank, SSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TBK Bank, SSB**, duly authorized by **TBK Bank, SSB** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **TBK Bank, SSB**.

By Mary F. Dean Residing Illinois at _____

Notary Public in and for the State of Iowa

My commission expires 8-13-2016

BORROWER:

X *[Signature]*
MJ STORM INVESTMENTS, L.L.C., Individually

MORTGAGEE:

CITY OF MOLINE, ILLINOIS

By: _____
Authorized Signer for City of Moline, Illinois

By: _____
Authorized Signer for City of Moline, Illinois

LENDER:

TBK BANK, SSB
[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Scott

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared MJ STORM INVESTMENTS, L.L.C., to me known to be the individual described in and who executed the Subordination of Mortgage, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of June, 2016.

By *[Signature]* Residing Illinois at _____

Notary Public in and for the State of Iowa

My commission expires 8-13-2016

GOVERNMENT ACKNOWLEDGMENT

Council Bill/Resolution No. 1107-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Federal Grant Resurfacing Project.

WHEREAS, the City of Moline is the recipient of \$2,839,190 in Federal transportation funds to resurface River Drive from 23rd – 34th Streets, 12th Avenue from 34th – 53rd Streets, and 16th Street from John Deere Road – 52nd Avenue; and

WHEREAS, the City must provide a 20% match to the grant funds which brings the total estimated project cost to \$3,555,900; and

WHEREAS, current workloads prevent City staff from performing the required Phase 1 engineering services, and staff finds Missman, Inc. to be the most qualified to provide the services given Missman's recent experience and past satisfactory relationship with the City; and

WHEREAS, Missman, Inc. proposes to provide Phase 1 engineering services at standard hourly rates for the not-to-exceed price of \$252,059.

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 Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Federal Grant Resurfacing Project; 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

August 9, 2016

Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Municipality Moline	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Missman, Inc.
Township Moline & South Moline				Address PO Box 6040
County Rock Island				City Rock Island
Section 14-00256-00-RS 16-00266-00-ES				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Moline Resurfacing Project 12th Avenue, River Drive, and 16th Street

Route N/A Length 2.629 Mi. 13,880 FT (Structure No. N/A)

Termini 12th Ave. (34th St. to 53rd St.): River Drive (23rd St. to 34th St.): 16th St. (52nd Ave. to John Deere Rd.)

Description:

Complete milling, pavement removal and patching, bituminous overlays, sidewalks, driveways, storm sewer intakes, paint pavement markings, and associated roadway work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 2, 4, 5 and 6 in accordance with our Hourly Rates stipulated below for an Hourly Not to Exceed price of \$ 252,059.00. See Attachment A for breakdown.

Classification	Rate
Principal	\$185.00
Senior Project Manager	\$151.00
Project Manager	\$134.00
Project Engineer	\$118.00
Senior Design Engineer	\$90.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$80.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$73.00
CAD Operator	\$57.00
Construction Services Manager	\$120.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2016
Missman, Inc.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1h, 1i, 1j, 1k, and 3 under the ENGINEER AGREES at the hourly rates stipulated in Paragraph 1, The LA Agrees, for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs above. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Partial payments will be made to the ENGINEER on a monthly basis as the work progresses. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 100% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1k under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT, less any amounts paid under "a".
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated for personnel assigned to this SECTION. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Moline of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Missman, Inc.

4500 Black Hawk Commons Drive, P.O. Box 6040

ATTEST:

Rock Island, IL 61204-6040

By Morgan A. Mays

By John B. Fellman

Morgan A. Mays, P.E.

John B. Fellman, P.E., S.E.

Title Project Manager

Title Agent of the Firm

Approved

Date

Department of Transportation

Regional Engineer

BY DISCIPLINE CLASSIFICATION	MISSMAN STAFF										LABOR		MISSMAN REIMBURSABLE EXPENSES		TOTAL COSTS	
	2016 STANDARD HOURLY RATE	Sr. Project Manager	Project Manager	Sr. Engineering Tech.	Project Coordinator II	Land Survey Manager	Survey Party Chief	Environmental Scientist	Clerical & Administration	LABOR HOURS	LABOR COST	ITEM	COST			
		\$151	\$134	\$103	\$82	\$142	\$90	\$72	\$52							
1.0 COORDINATION MEETINGS																
1.1 Initial Kick-Off Meeting	2	2												4	\$ 570.00	\$ 570.00
1.2 Progress Meeting (2 Each)	4	4												8	\$ 1,140.00	\$ 1,140.00
2.0 DATA COLLECTION																
2.1 Site Reconnaissance	6	6												12	\$ 1,710.00	\$ 1,710.00
2.2 Base Maps	2	2												2	\$ 268.00	\$ 268.00
2.3 Published/Future ADTs	2	2												2	\$ 268.00	\$ 268.00
2.4 Road Classification Map	2	2												2	\$ 268.00	\$ 268.00
2.5 Flood Insurance Rate Map	2	2												2	\$ 268.00	\$ 268.00
2.6 USDA Soil Map																
2.7 Two-foot Contours map for Drainage Area																
2.8 Accident Data																
2.9 MioVision Traffic Counts on 12th Ave. (34th St. 41st St. 48th St. 53rd St.)	2	2												2	\$ 144.00	\$ 144.00
2.10 MioVision Traffic Counts on 16th Street. (52nd Ave. 47th Ave. 46th Ave. 44th Ave. JD Road) (23rd St. 34th St.)	2	2												2	\$ 144.00	\$ 144.00
2.11 MioVision Traffic Counts on River Dr.																
2.12 Survey Contingency (Additional Data as Req'd, QCOA City Provided Survey)														16	\$ 1,776.00	\$ 2,576.00
														20	\$ 2,220.00	\$ 3,220.00
														8	\$ 886.00	\$ 1,288.00
														116	\$ 10,576.00	\$ 10,576.00
3.0 DRAINAGE ANALYSIS																
3.1 12th Avenue (Calcs & Field Investigation for Corridor) (Includes additional location between 49th St. & 52nd St. Ct.)	8	8												132	\$ 16,128.00	\$ 16,128.00
3.2 16th Street (Calcs & Field Investigation)	4	28												68	\$ 7,484.00	\$ 7,484.00
3.3 River Drive (Calcs & Field Investigation)	8	56												82	\$ 10,276.00	\$ 10,276.00
4.0 TRAFFIC ANALYSIS																
4.1 12th Avenue (4 Signalized Intersections)	6	58												64	\$ 8,676.00	\$ 8,676.00
4.2 16th Street (5 Signalized Intersections)	8	72												80	\$ 10,856.00	\$ 10,856.00
4.3 River Drive (2 Signalized Intersections)	3	29												32	\$ 4,338.00	\$ 4,338.00
5.0 PAVEMENT ANALYSIS																
5.1 12th Avenue	1	8												9	\$ 1,223.00	\$ 1,223.00
5.2 16th Street	1	8												9	\$ 1,223.00	\$ 1,223.00
5.2 River Drive	1	8												9	\$ 1,223.00	\$ 1,223.00
6.0 ENVIRONMENTAL DOCUMENTATION																
6.1 ESR Submittal	1	2												21	\$ 1,675.00	\$ 1,675.00
6.2 Preliminary Environmental Site Assessment (PESA) (2 Corridors)	1	140												141	\$ 10,231.00	\$ 10,231.00
6.3 Historical Documentation for SHPO	1	2												43	\$ 3,288.00	\$ 3,288.00
6.4 Biological and Cultural Review	1	2												11	\$ 995.00	\$ 995.00
6.5 Special Waste Investigation (T.B.D. per PESM.I.D.O.T.)														0	\$ -	\$ -
6.6 Erosion & Sediment Control Analysis	1	2												43	\$ 3,286.00	\$ 3,286.00

Pavement cores to be provided by City, if determined necessary.



PHASE I: PRELIMINARY ENGINEERING
SECTION: 14-00256-00-RS
MOLINE, ILLINOIS

ATTACHMENT A
ENGINEERING SERVICES ESTIMATE
Resurfacing Project: 12th Ave., 16th St, River Drive
[I.D.O.T. 3R Design Policy]

BY DISCIPLINE	MISSMAN STAFF										MISSMAN REIMBURSABLE EXPENSES		TOTAL COSTS
	Sr. Project Manager	Project Manager	Sr. Engineering Tech.	Project Coordinator II	Land Survey Manager	Survey Party Chief	Environmental Scientist	Clinical & Administration	LABOR HOURS	LABOR COST	ITEM	COST	
CLASSIFICATION	\$151	\$134	\$103	\$82	\$142	\$90	\$72	\$52					
2016 STANDARD HOURLY RATE													
7.0 PROJECT DEVELOPMENT REPORT													
7.1 PDR to IDOT for Review	8	80						2					\$ 12,032.00
7.2 Final PDR to IDOT after comments	8	40						2					\$ 6,872.00
7.3 Location Map													\$ 237.00
7.4 Existing Typical Sections (12th Ave.)			1										\$ 1,896.00
7.5 Existing Typical Sections (16th Street)			8										\$ 1,896.00
7.6 Existing Typical Sections (River Drive)			8										\$ 1,896.00
7.7 Plan & Profile Sheets (12th Ave.) 13 Each			8										\$ 1,896.00
7.8 Plan & Profile Sheets (16th Street) 5 Each			8										\$ 1,896.00
7.9 Plan & Profile Sheets (River Drive) 9 Each			8										\$ 1,896.00
7.10 IDS 12th Ave. (41st St, 46th St)	4	48	28										\$ 9,920.00
7.11 IDS 16th Street (47th Ave, 46th Ave, 44th Ave)	4	72	44										\$ 14,784.00
7.12 IML River Drive (23rd St)	2	16	8										\$ 3,270.00
7.13 Crash Analysis Sheets (12th Ave.)			4										\$ 536.00
7.14 Crash Analysis Sheets (16th Street)			4										\$ 536.00
7.15 Crash Analysis Sheets (River Drive)			4										\$ 536.00
7.16 Traffic Control Sheets (12th Ave) Assume 8 Stages			40										\$ 20,200.00
7.17 Traffic Control Sheets (16th Street) Assume 4 Stages			20										\$ 10,100.00
7.18 ADA Geometry Sheets (River Drive) Assume 2 Stages with Detour			45										\$ 7,575.00
7.19 ADA Geometry Sheets (12th Ave) 34 Each	2	68	68										\$ 16,418.00
7.20 ADA Geometry Sheets (16th Street) 19 Each	2	38	38										\$ 9,308.00
7.20 ADA Geometry Sheets (River Drive) 4 Each	2	8	8										\$ 2,198.00
8.0 PROJECT MANAGEMENT													
8.1 DC/OA	20	20											\$ 5,700.00
8.2 Project Administration	20	20											\$ 5,700.00
SUBTOTAL HOURS	128	1,061	342	0	44	182	248	6	2,032				\$ 2,200.00
SUBTOTAL COSTS	\$ 19,479.00	\$ 144,854.00	\$ 35,226.00	\$ 0	\$ 6,248.00	\$ 14,580.00	\$ 17,656.00	\$ 312.00	\$ 238,555.00				\$ 240,735.00
9.0 TRAFFIC MANAGEMENT PLAN													
9.1 Traffic Management Plan Report (Assumed not to be required w/ Phase I)	4	80											\$ 11,324.00
SUBTOTAL HOURS	4	80	0	0	0	0	0	0	84				\$ 11,324.00
SUBTOTAL COSTS	\$ 604.00	\$ 10,720.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11,324.00				\$ 11,324.00
GRAND TOTAL HOURS	133	1,161	342	0	44	182	248	6	2,116				
GRAND TOTAL COSTS	\$ 20,083.00	\$ 155,574.00	\$ 35,226.00	\$ 0	\$ 6,248.00	\$ 14,580.00	\$ 17,656.00	\$ 312.00	\$ 249,859.00				\$ 252,059.00

TOTAL ESTIMATED FEE \$ 252,059.00
Estimated Cost of Construction \$ 3,555,900.00
Engineering Fee as % of Construction 7.1%



Council Bill/Resolution No. 1108-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00266-00-ES, Federal Resurfacing Project Phase 1 Engineering.

WHEREAS, a Resolution for Improvement is necessary to use Motor Fuel Tax funds for the Federal Grant Resurfacing Project Phase 1 Engineering; and

WHEREAS, funds are not budgeted, however, sufficient Motor Fuel Tax funds are available for this work, in account #220-9850-436.08-10.

WHEREAS, Missman, Inc. proposes to provide Phase 1 engineering services at standard hourly rates for the not-to-exceed price of \$252,059.

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 Resolution for the Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00266-00-ES, Federal Resurfacing Project Phase 1 Engineering; provided, however, that said Resolution for Improvement 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

August 9, 2016
Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



BE IT RESOLVED, by the City Council of the _____ of the _____ Council or President and Board of Trustees
City of Moline Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
River Drive		23 rd Street	34 th Street
12 th Avenue		34 th Street	41 st Street
16 th Street		John Deere Road (IL5)	52 nd Avenue

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Phase 1 Engineering services for resurfacing

_____ and shall be constructed _____ wide
and be designated as Section _____

2. That there is hereby appropriated the (additional Yes No) sum of two hundred eighty one thousand five hundred forty one Dollars (\$281,541.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract _____ ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer

I, Tracy Koranda Clerk in and for the
City of Moline
City, Town or Village
County of Rock Island , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the City Council
Council or President and Board of Trustees
at a meeting on August 9, 2016
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)
_____ City, Town, or Village Clerk

Council Bill/Resolution No. 1109-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Sylvan Island Bridge Replacement Project.

WHEREAS, City Council approved a \$79,450.00 professional services agreement with Missman, Inc. in October 2014 to provide Phase 1 engineering services for the Sylvan Island Bridge Replacement Project; and

WHEREAS, Missman, Inc. proposes to provide Phase 2 engineering services, which will generate the plans and specifications required to solicit bids for the project at standard hourly rates for the not to exceed price of \$95,656.83; and

WHEREAS, City staff has reviewed the proposal and finds the estimated 765 man hours to be reasonable given the scope of the work required.

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 Preliminary Engineering Services Agreement with Missman, Inc. for professional services related to the Sylvan Island Bridge Replacement Project; 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

August 9, 2016
Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Municipality Moline	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Missman, Inc.
Township Moline				Address PO Box 6040
County Rock Island				City Rock Island
Section 15-00264-00-BR 16-00265-00-ES				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Sylvan Island Pedestrian Bridge Replacement – Phase II

Route N/A Length 0.042 Mi. 220 FT (Structure No. N/A)

Termini From edge of existing river front bike path to 10 Feet beyond end of bridge onto Sylvan Island.

Description:

Remove the existing truss bridge and construct a new pre-engineered pedestrian bridge on the existing substructures and associated approach path work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 2, 4, 5 and 6 in accordance with our Hourly Rates stipulated below for an Hourly Not to Exceed price of \$ 95,656.83. See Attachment A for breakdown.

Classification	Rate
Principal	\$185.00
Senior Project Manager	\$151.00
Project Manager	\$134.00
Project Engineer	\$118.00
Senior Design Engineer	\$90.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$80.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$73.00
CAD Operator	\$57.00
Construction Services Manager	\$120.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2016
Missman, Inc.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1h, 1i, 1j, 1k, and 3 under the ENGINEER AGREES at the hourly rates stipulated in Paragraph 1, The LA Agrees, for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs above. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Partial payments will be made to the ENGINEER on a monthly basis as the work progresses. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 100% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1k under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT, less any amounts paid under "a".
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated for personnel assigned to this SECTION. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Moline of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Missman, Inc.

4500 Black Hawk Commons Drive, P.O. Box 6040

ATTEST:

Rock Island, IL 61204-6040

By John B. Fellman
John B. Fellman, P.E., S.E.

By Greg A. Ryckaert
Greg A. Ryckaert, P.E.

Title Senior Project Manager

Title Executive Vice President

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

ATTACHMENT A

SYLVAN ISLAND PEDESTRIAN BRIDGE

PHASE II DESIGN ENGINEERING SERVICES

FY 2017 Construction
 Contract # N/A
 Type of Work Pedestrian Bridge
 Replacement & Associated Approaches

Route Moline Bike Path
 Section 15-00264-00-BR
 County Rock Island
 Location Moline, IL

Item	Consultant		Remarks	Average Hourly Rate	Total
	Sheets	Hours			
Plan Set					
Cover Sheet/Index	1	12		\$ 118.50	\$ 1,422.00
Summary of Quantities	1	12		\$ 118.50	\$ 1,422.00
General Notes	1	8		\$ 118.50	\$ 948.00
Typical Sections - Existing	1	12		\$ 118.50	\$ 1,422.00
Typical Sections - Proposed	1	12		\$ 118.50	\$ 1,422.00
Site Plan-Horiz/Vert Control	1	12		\$ 118.50	\$ 1,422.00
Plan & Profile	1	30		\$ 118.50	\$ 3,555.00
Special Details					
a. Bridge Approaches	1	30		\$ 118.50	\$ 3,555.00
b. Detour Route	1	12		\$ 118.50	\$ 1,422.00
c. Rock Cause Way & Ramp	1	30		\$ 129.33	\$ 3,879.90
d. Demolition Plan	2	60	Truss Removal Notes	\$ 129.33	\$ 7,759.80
e. Erosion Control Plan	1	16		\$ 118.50	\$ 1,896.00
f. Railings/Bollards/etc.	1	30		\$ 118.50	\$ 3,555.00
Cross Sections	2	30		\$ 118.50	\$ 3,555.00
Bridge Plans					
a. GP&E	1	30		\$ 129.33	\$ 3,879.90
b. General Data	1	16		\$ 129.33	\$ 2,069.28
c. Abutment Details	1	30		\$ 129.33	\$ 3,879.90
d. Pier Details	1	16		\$ 129.33	\$ 2,069.28
e. Ped. Bridge Details	1	30		\$ 129.33	\$ 3,879.90
Existing Bridge Plans	2	16		\$ 118.50	\$ 1,896.00
Moline & IDOT Standards	4	16		\$ 118.50	\$ 1,896.00
SUBTOTAL	27	460			\$ 56,805.96
Engineering/Survey/Admin					
Field Checks/Site Visits		12		\$ 129.33	\$ 1,551.96
Field Survey		40	Contingency Survey as Needed	\$ 98.75	\$ 3,950.00
Coordination Meetings		8	Assumes 2 meetings	\$ 142.50	\$ 1,140.00
Quantity Calculations		24		\$ 142.50	\$ 3,420.00
Special Provisions		60	IDOT Specifications & Letting	\$ 122.33	\$ 7,339.80
EOT and EOC		24		\$ 122.33	\$ 2,935.92
Final Plans - IDOT Review		27	1 hour per sheet for Comments	\$ 129.33	\$ 3,491.91
Final Specs- IDOT Review		16	For IDOT Comments	\$ 122.33	\$ 1,957.28
SWPPP & NOI		8	Req'd for 1 acre or more disturbance	\$ 72.00	\$ 576.00
404 Permit Renewal		2	Expires March 18, 2017	\$ 72.00	\$ 144.00
SUBTOTAL		221			\$ 26,506.87
Shop Drawing Review		40	Ped Bridge & Contractor Demo Plan	\$ 142.50	\$ 5,700.00
QC/QA		21	3% of SUBTOTAL	\$ 151.00	\$ 3,171.00
Admin. & Management		23	3% of SUBTOTAL, Shop Dwgs, QCQA	\$ 151.00	\$ 3,473.00
PHASE II TOTAL		765			\$ 95,656.83

Council Bill/Resolution No. 1110-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00265-00-ES, Sylvan Island Bridge Phase 2 Engineering.

WHEREAS, a Resolution for Improvement is necessary to use Motor Fuel Tax funds for the Sylvan Island Bridge Phase 2 Engineering; and

WHEREAS, \$120,000 is budgeted in Account #220-9849-436.08-20, Motor Fuel Tax funds, for this work.

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 Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax Section 16-00265-00-ES, Sylvan Island Bridge Phase 2 Engineering; provided, however, that said Resolution for Improvement 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

August 9, 2016
Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



BE IT RESOLVED, by the City Council of the City of Moline Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Sylvan Island Bridge			

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Phase 2 Engineering services for the Sylvan Island Bridge Replacement Project

_____ and shall be constructed _____ wide and be designated as Section _____

2. That there is hereby appropriated the (additional Yes No) sum of ninety five thousand, six hundred fifty six dollars and eighty three cents Dollars (\$95,656.83) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Tracy Koranda Clerk in and for the City of Moline City, Town or Village County of Rock Island , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council Council or President and Board of Trustees at a meeting on August 9, 2016 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

_____ City, Town, or Village Clerk

Council Bill/Ordinance No. 4045-2016

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 Mercado on 5th Grand Opening scheduled for Friday, August 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:

Friday, August 26, 2016, from 4:00 p.m. to 10:00 p.m.

All lanes of 5th Avenue from the easternmost side of 11th Street to the westernmost side of 12th Street

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

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

August 9, 2016

Date

Passed: August 9, 2016

Approved: August 23, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney