Committee-of-the-Whole Agenda

Mayor’s Board Appointments
Re-Appointment of the following to the Youth Commission for full three year terms to expire March 31, 2019: Jane Koenig, Greg Johnson, Lynne Meeske, and Janet Zam.

Questions on the Agenda

Agenda Items
1. South Slope Change Order (Tony Loete, Utilities General Manager)
2. SouthPark COP (Kim Hankins, Public Safety Director)
3. Utility Tax Amendment (Kathy Carr, Finance Director)
4. Seasonal Staffing (Alison Fleming, Human Resources Manager)
5. Easement (Ray Forsythe, Planning & Development Director)
6. Subordination Agreement (Ray Forsythe, Planning & Development Director)
7. Retail Strategies (Ray Forsythe, Planning & Development Director)
8. Street Light Request (Scott Hinton, City Engineer)
9. Change Order #1248 (Scott Hinton, City Engineer)
10. Change Order #1232 (Scott Hinton, City Engineer)
11. Other
12. Public Comment

Informational
Update on Council Goals – Attachment Provided
### Explanation

1. **A Resolution authorizing the Utilities General Manager to approve a change order with Leander Construction, Inc., for the South Slope Wastewater Plant Activated Sludge Gravity Thickener/Control Building Roofing Project in the amount of $6,729.68.** (Tony Loete, Utilities General Manager)

**Explanation:** This change order consists of four individual changes to the South Slope Wastewater Plant Activated Sludge Gravity Thickener/Control Building Roofing Project. Said change order reflects adjustments to meet field conditions encountered during construction or enhancements to the efficiency, functionality or longevity of the completed project that are summarized in the attached documentation. This change order increases the original contract amount of $747,000.00 to $753,729.68.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted in account #320-1839-433.08-06  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities

2. **A Resolution authorizing the Mayor and City Clerk to execute a Law Enforcement Services Agreement between the City of Moline and Universal Protection Service, LLC, d/b/a Allied Universal Security Services, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period January 1, 2017 through December 31, 2017.** (Kim Hankins, Chief of Police/Public Safety Director)

**Explanation:** Annual agreement for the assignment of uniformed police officers to the SouthPark Mall police substation. In part, the proposed agreement provides a schedule of hours each day that a police officer will be present in the mall, and provides for Universal Protection Service, LLC to reimburse the City of Moline the sum of $127,000. Staffing of the schedule will be accomplished by allocating hours and days off among the three officers assigned to the program. Additional documentation attached. This item will also appear on the City Council Agenda on December 20, 2016 under “Items Not on Consent.”

**Staff Recommendation:** Approval  
**Fiscal Impact:** Reimbursement to City of $127,000  
**Public Notice/Recording:** N/A  
**Goal Impacted:** None Identified

3. **An Ordinance amending Chapter 31, “TAXATION,” of the Moline Code of Ordinances, by repealing Section 31-8106, “PROCEEDS OF TAX AND FINES,” in its entirety and enacting in lieu thereof one new Section 31-8106 dealing with the same subject matter.** (Kathy Carr, Finance Director)

**Explanation:** Council Bill/General Ordinance No. 3010-2010, adopted February 9, 2010, enacted a new Article VIII, entitled “Utility Tax,” to Chapter 31 of the Code of Ordinances. The utility tax was proposed on January 26, 2010 Committee-of-the-Whole work session as a 1% tax effective May 1, 2010, with its proceeds to be deposited in the General Fund; effective January 1, 2011, and January 1, 2012, the tax would increase to 3% and 5%, respectively, with the increases (2% and 2%) to be deposited in the Capital Improvement Fund for right-of-way infrastructure projects. The utility tax has been collected and its proceeds have been properly allocated to the General Fund and the Capital Improvement Fund in these percentages since the ordinance’s adoption. Section 31-8106 of the Code, however, states that all proceeds shall be credited to and deposited in the Capital Improvement Fund for right-of-way infrastructure projects and fails to delineate the portion to be deposited in the General Fund. Approval of this ordinance will amend Section 31-8106 of the Code to meet the City Council’s intent of Council Bill/General Ordinance No. 3010-2010 and the City’s allocation of the utility tax proceeds to both the General Fund and the Capital Improvement Fund.
4. A Resolution authorizing the Mayor and City Clerk to execute an agreement with Quality Controlled Staffing for temporary and seasonal staffing services for a one year period commencing on March 1, 2017. (Alison Fleming, Human Resources Manager)

Explanation: Quality Controlled Staffing currently provides administrative services to fulfill temporary and seasonal staffing needs of City departments and also provides the insurance and liability coverage requested. The attached agreement includes a 5% increase to the mark-up rate from 29% to 34%, which is estimated to cost an additional $23,324.96 when compared to 2016 expenses. This increase is due to worker’s compensation claims, 2 of which were significant, from seasonal employees over the last 2 years. In reviewing the proposed increase, staff analyzed the savings realized since switching to Quality Controlled Staffing in 2015. Over the last two years, the City has saved approximately $42,604.05 due to the lower mark-up rate of 29%. Additionally, Quality Controlled Staffing includes the national background check, sex offender check, credit history check and reference checks in their mark-up rates, whereas previous companies have not. This resulted in an additional 2-year savings of an approximately $5,931.50, for a total 2-year savings of approximately $48,535.55. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Budgeted in various line items.
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live

5. A Resolution authorizing the Mayor to execute an Agreement between the City of Moline and Project of the Quad Cities regarding the property located at 1224 4th Avenue. (Ray Forsythe, Planning & Development Director)

Explanation: Project of the Quad Cities currently owns the property located at 1224 4th Avenue that bears an easement located over and across the west 15 feet, and the City is interested in acquiring the easement. Project of the Quad Cities has agreed to terminate its interests in the easement provided payment is made to it by the City in the amount of Ten Thousand and 00/100 dollars in order to relocate its overhand door that is currently located adjacent to the easement. The City has prepared a Quit Claim Deed that will rescind Project of the Quad Cities interests in the easement upon payment and its execution of the Quit Claim Deed. The City will record the document. This will facilitate the development of the passenger rail parking lot as well as allow the redevelopment of the easternmost portion of 1224 4th Avenue. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live

6. A Resolution authorizing the Mayor and City Clerk to execute a Subordination Agreement for a Mortgage held against 4512 Avenue of the Cities, Moline, through the Façade Program; and authorizing City staff to do any and all things necessary to fulfill the terms of the Mortgage held against 4512 Avenue of the Cities, Moline. (Ray Forsythe, Planning & Development Director)

Explanation: The City currently has a recorded Mortgage against the property for a façade grant that was given to Mr. Laud in 2013. Through the Façade Program, the loan is forgivable after five years with the condition that the property stay maintained until 2018, when the loan is expected to be forgiven. This is the second subordination request for this property, nonetheless, staff is comfortable with subordinating given the fact that the City will remain in second position, while taking into consideration that there is still sufficient equity in the building in the event the loan defaults prior to 2018. Approval of
this item would authorize execution of the Subordination Agreement for 4512 Avenue of the Cities and allow staff to do any and all things necessary to fulfill the terms of the period of the Mortgage. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live

7. A Special Ordinance authorizing the Mayor and City Clerk to execute a five-year agreement with Retail Strategies, LLC for the purpose of market analysis, strategic planning and retail recruitment within the City of Moline, Illinois; and authorizing City staff to begin work upon the execution of the agreement and to do all things necessary to implement said retail recruitment program. (Ray Forsythe, Planning & Development Director)

Explanation: The City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution and has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes. Retail recruitment has been an on-going Council goal, and a long-term comprehensive strategic plan for retail recruitment is essential to implement this goal. Retail Strategies, LLC has been working with the City of Moline for the last three years and the City desires to execute a new five-year agreement to continue these services that includes the necessary components of research and assessment, strategic plan and recruitment of retailers.

Staff Recommendation: Approval
Fiscal Impact: 2017, $25,000 budgeted; 2018, $30,000; 2019, $30,000; 2020, $35,000; 2021, $35,000 from account no. 010-0715-463.03-22
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; A Great Place to Live

8. A Resolution authorizing the Mayor and City Clerk to approve of a request for an additional street light on 17th Street, between 12th Avenue and 13th Avenue. (Scott Hinton, City Engineer)

Explanation: Staff received a request for an additional street light on 17th Street, between 12th Avenue and 13th Avenue. An investigation revealed that installing a light in said location is justified under the Residential Street Light Policy.

Staff Recommendation: Approval
Fiscal Impact: Annual cost of a street light is approximately $93.00. $475,000.00 is budgeted for street lights in account #010-0843-435.04-16, Traffic Signal Maintenance, Utility Service.
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure & Facilities

9. A Resolution authorizing approval of a Change Order with Miller Trucking and Excavating for Project #1248, 9th Street A from 33rd – 34th Avenues, in the amount of $57,512.37. (Scott Hinton, City Engineer)

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of $57,512.37. The change order reflects the difference between bid quantities and final quantities actually constructed and includes costs for replacing additional driveway pavement, installing additional sanitary sewer piping in 33rd Avenue, and performing additional landscaping work which was unanticipated at bid time. The change order increases the original contract value of $497,180.25 by 11.6% to $554,692.62. Additional documentation attached.

Staff Recommendation: Approval
**Fiscal Impact:** Funds are budgeted and available as detailed below:

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>BUDGETED</th>
<th>ORIGINAL CONTRACT</th>
<th>CHANGE ORDERS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Tax</td>
<td>300,000</td>
<td>226,803.25</td>
<td>19,476.04</td>
<td>246,279.29</td>
</tr>
<tr>
<td>Water</td>
<td>110,000</td>
<td>86,340</td>
<td>13,672.93</td>
<td>100,012.93</td>
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<tr>
<td>WPC</td>
<td>75,000</td>
<td>122,364</td>
<td>22,271.41</td>
<td>144,635.41</td>
</tr>
<tr>
<td>Storm</td>
<td>90,000</td>
<td>61,673</td>
<td>2,091.99</td>
<td>63,764.99</td>
</tr>
</tbody>
</table>

$575,000 $497,180.25 $57,512.37 $554,692.62

Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Upgrade City Infrastructure & Facilities

10. **A Resolution authorizing approval of a Change Order with Miller Trucking and Excavating for Project #1232, Demolition at 1101 4th Avenue, in the amount of $15,270.82.**

(Scott Hinton, City Engineer)

**Explanation:** In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of $15,270.82. The change order reflects additional sidewalk replacement necessary to meet current ADA requirements. The change order increases the original contract value of $69,505 by 22% to $84,775.82. Additional documentation attached.

**Staff Recommendation:** Approval
**Fiscal Impact:** Account #245-0775-496.03-22, TIF #7 Moline Business Park
**Public Notice/Recording:** N/A
**Goals Impacted:** Strong Local Economy & Upgrade City Infrastructure & Facilities
December 14, 2016

CHANGE ORDER NO. 1

PROJECT: South Slope Wastewater Treatment Plant Waste Activated Sludge (WAS) Gravity Thickener and Control Building Roof Improvements
OWNER: City of Moline, IL
CONTRACT: 1-2016
CONTRACTOR: Leander Construction, Inc.

Description of Change

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Add</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Provide 11 roof walkway pads on the Control Building roof for walkway to the heating, ventilation, and air-conditioning unit on the north side of the east control building. Provide in accordance with specifications.</td>
<td></td>
<td>$693.22</td>
</tr>
<tr>
<td>1b</td>
<td>Provide abrasive-blast on the interior and exterior of the WAS gravity thickener steel tank at the areas as required for metals patching described in 1d.</td>
<td></td>
<td>$2,323.51</td>
</tr>
<tr>
<td>1c</td>
<td>Provide modifications to the gravity thickener equipment launder trough sections as recommended by the equipment manufacturer to accommodate welding to the out-of-round steel tank.</td>
<td></td>
<td>$2,295.91</td>
</tr>
<tr>
<td>1d</td>
<td>Provide Sherwin-Williams Steel-Seam FT910 epoxy to infill the WAS gravity thickener tank holes on the exterior where the 8-inch steel band was installed. Fill and provide a watertight seal for the remaining holes in the WAS gravity thickener tank with the Steel-Seam epoxy.</td>
<td></td>
<td>$1,417.04</td>
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</table>

TOTAL VALUE OF THIS CHANGE ORDER: $6,729.68

Contract Price Adjustment

<table>
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<th>Amount</th>
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<tr>
<td>Original Contract Price</td>
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</tr>
<tr>
<td>Previous Change Order Adjustments</td>
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</tr>
<tr>
<td>Adjustment in Contract Price this Change Order</td>
<td>$6,729.68</td>
</tr>
<tr>
<td>Current Contract Price including this Change Order</td>
<td>$753,729.68</td>
</tr>
</tbody>
</table>
City of Moline–Leander Construction, Inc.
Contract 1-2016, Change Order No. 1
Page 2
December 14, 2016

**Contract Completion Date Adjustment**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Substantial Completion Date</td>
<td>December 30, 2016</td>
</tr>
<tr>
<td>Contract Substantial Completion Date due to previous Change Orders</td>
<td>December 30, 2016</td>
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<tr>
<td>Contract Substantial Completion Date due to this Change Order</td>
<td>January 20, 2017</td>
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<tr>
<td>Current Contract Substantial Completion Date including all Change Orders</td>
<td>January 20, 2017</td>
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<tr>
<td>Original Contract Completion Date</td>
<td>January 31, 2017</td>
</tr>
<tr>
<td>Contract Completion Date due to previous Change Orders</td>
<td>January 31, 2017</td>
</tr>
<tr>
<td>Contract Completion Date due to this Change Order</td>
<td>January 31, 2017</td>
</tr>
<tr>
<td>Current Contract Completion Date including all Change Orders</td>
<td>January 31, 2017</td>
</tr>
</tbody>
</table>

This document shall become a supplement to the Contract and all provisions will apply hereto.

**RECOMMENDED**

**DRAFT**

ENGINEER–Strand Associates, Inc.*

Date

**APPROVED**

**DRAFT**

CONTRACTOR–Leander Construction, Inc.

Date

**APPROVED**

**DRAFT**

OWNER–City of Moline

Date
This Law Enforcement Services Agreement (referred to herein as the “Agreement”), is made as of this 14th day of December, 2016, by and between Universal Protection Service, LLC, d/b/a Allied Universal Security Services (referred to herein as “Allied Universal”), and City of Moline, Illinois (referred to herein as “Agency”), based upon the following facts and circumstances.

A. Allied Universal provides security officer services to the owner(s) of the shopping center located at 4500 16th Street, Moline, Illinois and commonly known as SouthPark Mall (referred to herein as the “Center”); and,

B. Allied Universal desires to retain Agency to perform Law Enforcement Services (as defined below) at the Center pursuant to the terms of this Agreement. In consideration of the fees to be paid by Allied Universal to Agency and the covenants to be performed by each of the parties hereunder, Allied Universal and Agency do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. Law Enforcement Services. Subject to the terms and conditions set forth in this Agreement, Agency hereby agrees to provide Allied Universal with uniformed officers (“Officers”) to perform law enforcement functions at the Center (referred to herein as the “Law Enforcement Services”) at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which exhibit may be modified by the parties from time to time to meet the specific needs of the Center and the Agency. Agency’s primary responsibility is to protect life and property, to keep the peace, and to enforce local, state, and federal laws. Officers working at the Center are subject to Agency’s policies and procedures and, as such, are required to observe Agency’s standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by Agency to the general public. Discipline for Officers will be initiated by Agency only and Allied Universal shall have no liability with respect to any disciplinary action taken against any Officer. It is understood by the parties that Agency and its Officers do not owe a greater level of police services or protection under this Agreement than is owed to the public generally. Agency agrees that such Officers are not employees of Allied Universal.

2. Term. The term of this Agreement shall commence on January 1, 2017, and shall expire on December 31, 2017, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon ninety (90) days prior written notice unless the Center is sold to a third party or the Center replaces Allied Universal as its security officer service provider at which time notice shall be given as soon as practicable. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

3. Payment for Services. Allied Universal shall pay to Agency, within thirty (30) days of receipt of an invoice from Agency, the agreed upon costs (as set forth in Exhibit A) to Agency for providing the Law Enforcement Services at the Center.

4. Indemnity/Release The City shall indemnify, defend, and hold harmless Allied Universal, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness, resulting to the assigned employees from such assignment. In addition, the City shall indemnify, defend, and hold harmless Allied Universal, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims, demands, damages, costs, expenses (including
reasonable attorney fees), suits, actions, or liability, whether at law or in equity, resulting to third parties, the mall, its owners, managers, or tenants (including employees of tenants) for the acts or omissions or willful misconduct of the City, its employees, agents, or representatives which occur during the course of police activity at or from the mall which arises out of this agreement, except for liability, loss, claims, costs or damages to the extent caused by the negligence or willful misconduct of Allied Universal or their subsidiaries, affiliates, partners, officers, directors, employees, and agents. Provided, however, that once the City accepts its responsibility to defend and indemnify Allied Universal, any attorney fees incurred by Allied Universal by appointment of or employment of additional counsel to that retained or assigned by the City shall be the sole and exclusive cost and expense of Allied Universal and the City shall not be liable therefor.

5. Notices. All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to AlliedBarton, to: Universal Protection Service, LLC, d/b/a Allied Universal Security Services
10255 W Higgins Suite 630
Rosemont, IL 60018
Attention: Brian Rosbury, Regional Vice President

If to Agency, to: City of Moline
619 16th Street
Moline, IL 61265
Attn: Police Chief

With a copy to City Attorney

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to Allied Universal, a copy shall also be sent to the manager for the Center.

6. Miscellaneous.

A. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Center is located.

C. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys’ and expert witness fees, incurred in connection with such dispute or legal proceeding.

D. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.
E. Agency’s relationship to Allied Universal shall be that of an independent contractor. All Officers furnished by Agency will be employees of Agency only, and will at all times be subject to the direct supervision and control of Agency. Agency shall have the sole responsibility of paying the salaries, statutory benefits (including Worker’s Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and all other expenses relating to each such employee of Agency, as applicable.

F. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

G. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

Universal Protection Service, LLC, City of d/b/a Allied Universal Security Services Moline, Illinois

By____________________________ By____________________________

Title:

Mayor

Attest:

______________________________
City Clerk

Approved as to Form:

______________________________
City Attorney
One Moline Police Officer will be assigned to SouthPark Mall (“Center”) during the hours of:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>2:00 – 8:00 pm</td>
<td>6</td>
</tr>
<tr>
<td>Tuesday</td>
<td>2:00 – 8:00 pm</td>
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</tr>
<tr>
<td>Wednesday</td>
<td>2:00 – 8:00 pm</td>
<td>6</td>
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<tr>
<td>Thursday</td>
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</tr>
<tr>
<td>Friday</td>
<td>2:00 – 9:30 pm</td>
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</tr>
<tr>
<td>Saturday</td>
<td>2:00 – 9:30 pm</td>
<td>7.5</td>
</tr>
<tr>
<td>Sunday</td>
<td>12:00 – 5:00 pm</td>
<td>5</td>
</tr>
</tbody>
</table>

Total Hours per week 44 Hours (2288 hours annually)

1. Allied Universal shall remit a total annual payment of One hundred twenty-seven thousand and 00/100 dollars ($127,000.00) to the City of Moline for Law Enforcement Services to be paid in equal installments on a quarterly basis. The City will invoice Allied Universal on a quarterly basis for this payment as well as for any additional overtime costs incurred in the prior quarter.

2. The Officer assigned at the Center will not be dispatched off site for routine calls, however in the event of an emergency the Officer may be required to respond until such time as they can be replaced at the emergency and return to the Center. When such an emergency occurs, the Officer will notify Allied Universal personnel.

3. Every attempt will be made to use other manpower to transport arrestees away from the Center for booking. If the Officer assigned to the Center needs to transport an arrestee, the Officer will notify Allied Universal personnel.

4. The City will make reasonable attempts to backfill the position at the Center if the Officer assigned is unable to work due to sickness or other unforeseen circumstances.

5. For special events or other special needs outside the regular schedule or staffing levels, Allied Universal will request additional officers with at least 48 hours written notice, and City will provide additional officers at a rate of $55.50 per hour as long as the City does not have to call in officers for overtime to fill the request. If the City has to call in overtime to provide officers, the rate charged to the Allied Universal shall be time and a half of the above rate. All overtime work shall be performed and paid in two hour increments.

6. The hours of the Officer assigned to the Center may be flexed with prior agreement between the Senior Property Manager of the Center and the Chief of Police.
Quality Controlled Staffing
Savings from Mark-Up Rate

Actual Hours Billed

<table>
<thead>
<tr>
<th>Year</th>
<th>Wages Paid</th>
<th>Hours Billed (29% Mark-Up)</th>
<th>Screening Costs</th>
<th>Total Expenses</th>
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<tbody>
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<td>2015</td>
<td>$458,078.71</td>
<td>$590,921.55</td>
<td>$3,282.00</td>
<td>$594,203.55</td>
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<tr>
<td>2016</td>
<td>$466,499.47</td>
<td>$601,784.33</td>
<td>$3,810.00</td>
<td>$605,594.33</td>
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Estimated Savings - If mark-ups had been 31% and 38.5% with previous company

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<tr>
<th>Year</th>
<th>Wages Paid</th>
<th>Hours Billed (55% at 31% Mark-Up)</th>
<th>Hours Billed (45% at 38.5% Mark-Up)</th>
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<th>Difference</th>
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<td>$330,045.71</td>
<td>$285,497.56</td>
<td>$615,543.27</td>
<td>$21,339.72</td>
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<td>2016</td>
<td>$466,499.47</td>
<td>$336,112.87</td>
<td>$290,745.79</td>
<td>$626,858.66</td>
<td>$21,264.33</td>
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</table>

|                      | Total 2-Year Savings | $42,604.05 |

Referred vs. Recruited

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<th>Department</th>
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<tr>
<td>Water</td>
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</tr>
<tr>
<td>Streets</td>
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<tr>
<td>Park Maintenance</td>
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<tr>
<td>Parks &amp; Rec</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>83</strong></td>
<td><strong>69</strong></td>
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<table>
<thead>
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<th>Total</th>
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<tr>
<td></td>
<td>55%</td>
<td>45%</td>
<td>100%</td>
</tr>
</tbody>
</table>
### Quality Controlled Staffing

Savings from Pre-Employment Check Fees

#### Estimated Savings Related to Pre-Employment Check Fees

<table>
<thead>
<tr>
<th>Check</th>
<th>Previous Fee</th>
<th>Current Fee</th>
<th># in 2015</th>
<th>Savings in 2015</th>
<th># in 2016</th>
<th>Savings in 2016</th>
<th>Total 2-Year Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Background Check</td>
<td>$12.00</td>
<td>$0.00</td>
<td>142</td>
<td>$1,704</td>
<td>164</td>
<td>$1,968</td>
<td>$3,672.00</td>
</tr>
<tr>
<td>County Background Check</td>
<td>$9.00</td>
<td>$16.50</td>
<td>14</td>
<td>($105)</td>
<td>21</td>
<td>($158)</td>
<td>($262.50)</td>
</tr>
<tr>
<td>Sex Offender Check</td>
<td>$8.00</td>
<td>$0.00</td>
<td>142</td>
<td>$1,136</td>
<td>164</td>
<td>$1,312</td>
<td>$2,448.00</td>
</tr>
<tr>
<td>Credit History Check</td>
<td>$7.00</td>
<td>$0.00</td>
<td>1</td>
<td>$7</td>
<td>1</td>
<td>$7</td>
<td>$14.00</td>
</tr>
<tr>
<td>Reference Check</td>
<td>$12.00</td>
<td>$0.00</td>
<td>2</td>
<td>$24</td>
<td>3</td>
<td>$36</td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$12.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>301</strong></td>
<td><strong>$2,766</strong></td>
<td><strong>353</strong></td>
<td><strong>$3,166</strong></td>
<td><strong>$5,931.50</strong></td>
</tr>
</tbody>
</table>
### Quality Controlled Staffing

#### Total Estimated Savings

<table>
<thead>
<tr>
<th>Category</th>
<th>2015</th>
<th>2016</th>
<th>Total 2-Year Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark-Up Rate</td>
<td>$21,339.72</td>
<td>$21,264.33</td>
<td>$42,604.05</td>
</tr>
<tr>
<td>Pre-Employment Check Fees</td>
<td>$2,766.00</td>
<td>$3,165.50</td>
<td>$5,931.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$24,105.72</strong></td>
<td><strong>$24,429.83</strong></td>
<td><strong>$48,535.55</strong></td>
</tr>
</tbody>
</table>
Exhibit A

Temporary Services Agreement

This Temporary Services Agreement (the "Agreement"), effective the 1st day of March, 2015 is entered into by and between City of Moline, an Illinois municipal corporation, with its principal place of business at 619 16th Street, Moline, IL 61265 ("City"), and Quality Controlled Staffing, Inc., a temporary employment service, with its headquarters at 2525 E. Kimberly Road, Suite 4, Bettendorf, IA 52722 ("Contractor").

1. SERVICES

1.1 Contractor agrees to provide temporary employee services by furnishing to City temporary service and seasonal workers ("Assigned Employees") with skills meeting the requirements specified by City. City agrees to pay for said services in accordance with this Agreement.

1.2 If an Assigned Employee fails to meet City’s requirements for the services to be provided, and City notifies Contractor of its dissatisfaction during the first eight (8) hours of the assignment, Contractor shall immediately remove the employee from the assignment, and City shall not be required to make any payment to Contractor for the hours worked by such employee, up to a maximum of eight (8) hours. City reserves the right to ask for the removal of an employee at any time for any reason.

2. CITY’S RESPONSIBILITY TO ASSIGNED EMPLOYEES

2.1 City shall provide a safe work place and will instruct, assist and supervise Assigned Employees in performing the agreed upon duties and the work performed.

2.2 City shall provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to any dangerous or hazardous substances. City shall ensure that Assigned Employees use any protective equipment necessary to perform the assignment safely. City will provide a suitable work environment for all Assigned Employees which shall comply with all applicable statutes and ordinances relating to the worksite including, but not limited to OSHA and the ADA.

2.3 City shall review all time records submitted by Assigned Employees for accuracy in a manner that is consistent with the payroll and billing procedures of Contractor. City will approve or decline the time records based on the accuracy of such records. City will retain copies of such records in accordance with all applicable state and federal laws.

2.4 City and Contractor agree that for the purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family Medical Leave Act and any similar state or local law, City and Contractor shall cooperate in compliance with any such requirements.
2.5 Nothing in this Agreement shall entitle Assigned Employees to any benefits or compensation from City. Assigned Employees are required to acknowledge in writing that they are not entitled to any benefits or compensation from City.

3. CONTRACTOR’S RESPONSIBILITY TO ASSIGNED EMPLOYEES

3.1 Assigned Employees are employees of Contractor and shall not be considered or treated as employees of City by the parties, except to such extent as may be required by applicable state and federal law. Contractor shall avoid actions that would make Assigned Employees common law employees of City or otherwise make City and Contractor co-employees of any Assigned Employee.

3.2 Contractor will perform an Employee Orientation prior to the commencement of the assignment for each Assigned Employee working on any work site for City. The orientation will ensure that all Assigned Employees are aware of and abide by, all applicable City Rules and Policies. City will provide examples of all Rules and Policies that are to be included in the Employee Orientation. It is the sole responsibility of Contractor to prepare for and conduct this orientation.

3.3 Contractor will pay Assigned Employees weekly for hours worked for City as submitted on timecards approved by City's authorized representative, in accordance with all applicable state and federal laws. The signature of City's authorized representative shall constitute verification that the time recorded is accurate.

3.4 Contractor shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees and submit required tax withholdings. Contractor agrees to indemnify and hold harmless City against any liability for premiums, contributions or taxes payable under any workers’ compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which City shall be finally adjudged liable as an employer with respect to any compensation that Contractor agreed to pay Assigned Employee for the performance of services pursuant to this Agreement.

3.5 Contractor will recruit, interview, select and hire Assigned Employees who, in Contractor’s judgment, are qualified to perform the services required by City. Contractor understands that many of the positions needed by City require driving City vehicles and operating motorized equipment. Assigned Employees may only drive their own personal vehicle during business hours and for the use of conducting City business with express written permission by the City. However, under no circumstance is it acceptable for any Assigned Employee to drive their own personal vehicle during business hours and for the use of conducting City business without proper insurance. Additionally, Contractor understands that many of these positions also require cash handling and some positions will serve alcohol. Assigned Employees working under either of those conditions will be
required to go through the extra appropriate pre-employment testing and/or training required under this Agreement.

3.6 Contractor will conduct a criminal background check, drug screen, credit history check (cash handling positions), motor vehicle check (driving positions) and reference check for each Assigned Employee prior to beginning each assignment with City.

4. FEE FOR SERVICES

4.1 City shall pay Contractor a fee at an hourly bill rate for each hour worked by Assigned Employees as set forth in the time sheet approved by City's representative. Overtime hours worked will be paid in accordance with the multiple dictated by applicable federal and state law. Overtime hours worked by Assigned Employees will be billed to City based on the same straight-time bill rate. City shall pay, where required by law to do so, any federal, state, or local sales, use, excise, value added or other like tax on the services provided under this Agreement.

4.2 The hourly bill rates for the services provided under this Agreement may be adjusted by Contractor, if necessary, for federal and state mandated programs, adjustments in workers compensation insurance, the cost of interest on money and the unemployment rate. Cost adjustments will be presented on or before January 30th of each year.

4.3 Contractor shall submit invoices on a weekly basis to the designated supervisor within City. City shall pay all invoices as soon as administratively possible upon receipt, without offset or deduction. City shall promptly notify Contractor of any disputed or questioned item on an invoice, and the parties shall work together in good faith to resolve the issue; in the event it is determined that City is entitled to a credit, Contractor shall credit City in the next invoice for the appropriate amount. In the event that City fails to pay Contractor invoice when due, City shall pay all collection and/or litigation costs incurred by Contractor. City reserves the right to withhold payment of any outstanding invoices if a previously disputed invoice is not corrected within a reasonable timeframe. Additionally, City reserves the right to withhold payment of any outstanding invoices if any Assigned Employee receives a payroll check with non sufficient funds from Contractor until problems are resolved or if Contractor fails to pay Assigned Employee in a timely manner or if payments are returned to Assigned Employee with non sufficient funds.

5. TERM AND TERMINATION

5.1 The initial term of this Agreement shall commence on March 1, 2015 and shall continue through February 28, 2017. Thereafter, this Agreement shall be automatically extended from year to year for up to five (5) full years unless and until either party terminates it as of an anniversary date by giving the other party
written notice of such termination at least thirty (30) days prior to such anniversary date. Notwithstanding the foregoing, either party has the right, exercisable in its sole discretion at any time, to terminate this Agreement for its convenience, by giving the other party at least ninety (90) days written notice of such termination.

5.2 Each party has the right to terminate this Agreement immediately upon written notice to the other party, at any time, in the event of any material breach by the other party of its obligations under this Agreement; provided, however, that the allegedly breaching party shall be granted ten (10) days right to cure said breach.

6. RELATIONSHIP OF PARTIES
At all times during the term of this Agreement, Contractor shall be an independent contractor to City and employees assigned under this Agreement shall remain employees of Contractor and not of City and Contractor shall, indemnify and hold City harmless therefrom.

7. INSURANCE
 Contractor will procure and maintain insurance during the entire term of this Agreement, and upon request shall provide City with certificates of such insurance, which at a minimum, cover the following risks:

   a) Commercial General Liability - $1,000,000

   b) Workers' Compensation - Statutory Limits

   c) Employer's Liability - $1,000,000

   d) Crime Policy with “Client Loss Extension” - $1,000,000

   e) Depositors Forgery - $100,000

   f) Umbrella Liability - $5,000,000

The insurance certificates must include a waiver of subrogation in favor of the City.

It is agreed by and between the City and the Contractor that if the City allows Contractor's employees to operate vehicles and/or other motorized equipment owned by the City, the City will accept full responsibility for the equipment and cargo, as well as for any claims, other than claims covered by worker’s compensation, which might arise as a result of any incident taking place while the City equipment is under the care and custody of Contractor's employee pursuant to his/her assignment.

It is understood the City’s Automobile Liability insurance policies will be the primary insurance in the event of any claim rising, as stated above, and that the City’s limits of liability are not less than $250,000/$500,000 Bodily Injury and
$100,000 Property Damage, with a $10,000,000 Umbrella Policy. A certificate of insurance evidencing this coverage will be provided to Contractor prior to a Contractor’s employee beginning such an assignment.

The City will hold Contractor, its agents and employees, harmless from any causes of action, costs or damages arising out of or attributable to the operation of vehicles and/or motorized equipment by employees of the Contractor.

8. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

8.1 Notwithstanding Paragraph 7 above, Contractor shall indemnify, defend, and hold harmless City, its affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Contractor, (ii) damage to, or destruction of, any property, whether owned by City or otherwise, or (iii) the failure of Contractor to comply with the provisions of this Agreement, but only to the extent such Claims are caused by or the result of the negligent, reckless, willful, wonton or intentional acts or omissions of Contractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.

8.2 When claiming its right to indemnification, City shall promptly notify Contractor of the assertion of any claim covered by this Agreement so as Contractor shall have a reasonable time within which to notify its insurers of such claim and tender defense of the claim. Failure to so notify Contractor shall not relieve that party of its obligations hereunder except to the extent such failure actually and materially caused prejudice.

8.3 Neither party shall authorize any Assigned Employee to operate any motor vehicle, motorized equipment, automotive or truck equipment without signing a driver's release form supplied by Contractor and without having the proper pre-employment testing conducted and determining that Assigned Employee's actually possesses valid driver's license.

City will provide proper and customary safety awareness and training to any employees of Contractor operating vehicles and/or motorized equipment or performing related duties. City shall be solely responsible for, but not limited to, instruction and adherence of all D.O.T., state, and/or federal regulations pertaining to the operation of vehicles and/or motorized equipment or related duties.

8.4 City agrees not to entrust any Assigned Employee with cash, negotiable instruments or other negotiable personal property unless Contractor has provided such Assigned Employee for such purposes. City agrees that Contractor will not be responsible for any claims covered by its Fidelity Bond unless such claims are reported in writing to Contractor, in accordance with the notice provisions set forth in this Agreement, within fifteen (15) working days of the discovery of the alleged
wrongful act.

9. PAYMENTS FOR OTHER USE OF EMPLOYEES AND TERMINATION PROCESS

9.1 During the term of this Agreement and upon any termination of this Agreement, City agrees not to condone or assist in the transitioning, recruiting or enticing of Assigned Employees on assignment at City to transfer to any third party or alternate status, with the exceptions of an offer of full-time regular employee status at City or with permission of Contractor. City will not be held responsible if an Assigned Employee, whether referred or not, chooses, of their own free will and volition, to transfer or begin employment with another staffing agency. If City hires or uses the services of an Assigned Employee in any capacity other than an employee of Contractor, on Contractor's payroll, City shall pay Contractor an amount equal to what the City would have paid Contractor had such an Assigned Employee worked at the City through Contractor for 520 hours at Contractor's current rates, minus the amount City has already paid to Contractor for that Assigned Employee; unless otherwise limited by the Temporary and Day Laborers Act, found generally at 820 ILCS 175/40.

9.2 In the event of termination of this Agreement, each Assigned Employee will continue the assignment through the earlier of: (1) the period of time referenced on the current Contractor work order unless it is determined there is a failure to perform the job function required, or the assignment has legitimately terminated for other reasons or (2) the Assigned Employee accepts another assignment with Contractor.

10. NOTICES

Any notice required or permitted to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given after three (3) business days if sent by certified U.S. Mail, return receipt requested, or after one (1) business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address (as) indicated below:

If to Contractor, to: Robert Eckermann, President, 2525 E. Kimberly Road, Suite 4, Bettendorf, IA 52422
With a copy to: Jason Bice, Account Manager, 2525 E. Kimberly Road, Suite 4, Bettendorf, IA 52422
If to City, to: City of Moline, Attn: Human Resources Manager, 619 16th Street, Moline, IL 61265
With a copy to: City of Moline, Attn: City Attorney, 619 16th Street, Moline, IL 61265
11. MISCELLANEOUS

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may without the consent of the other party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guarantee the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates. As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such party.

11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. Any litigation concerning this Agreement must be brought in a court of competent jurisdiction in Rock Island County, Illinois.

11.3 Compliance with Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.

11.4 Complete Understanding; Modification. This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

City of Moline, Illinois

By: ________________________________

Printed Name: J. Scott Raes

Title: Mayor

Date: ______________________________

Attest:

By: ________________________________

Printed Name: Tracy A. Koranda

Title: City Clerk

Approved as to Form:

______________________________
City Attorney
Exhibit A
Mark-Up Rates and Fees

Effective Date: March 1, 2017 through February 28, 2018, with an option to extend

A mark-up rate of 34% will be added to the pay rate of each temporary employee assigned to the City of Moline. Said mark-up rate will also include the following:

- National criminal background check
- Sex offender registry check
- Motor vehicle report (driving positions)
- Credit history check (money handling positions)
- Reference checks

Additional Fees Not Included in Mark-Up
- County criminal background check - $16.50 per county per check
  - Quality Controlled Staffing will pay for the initial check for the background check to be administered. If a hit comes up in the initial national criminal background check, then the City would be responsible for the $16.50 fee per county check.
- 5-panel drug screen - $30 per screen
  - The drug screen cost is a direct pass through and is not marked up. If the vendor’s price increases, the increase will be passed along to the City.

Affordable Care Act
QCS has purchased a software program called the ACA dashboard that helps accurately track all employees. QCS will provide health insurance to any qualified seasonal employees working at the City of Moline (only if the employee agrees to accept the insurance policy). The employees cannot be charged more than 9.5% of their annual gross wages for their insurance plan. QCS will include a monthly surcharge for the remaining cost of each employee’s insurance policy. If the contract with the City of Moline is accepted, QCS will submit monthly reports pulled directly from the ACA dashboard to show the tracking of all City of Moline seasonal employees. If no seasonal employee accepts insurance, there will be no additional charge to the City of Moline.

**Please note that this plan has been put into place to accurately bill all clients fairly. Rather than increase rates across the board, we will only charge per qualified employee that accepts the plan.**
AGREEMENT BETWEEN THE PROJECT OF THE QUAD CITIES
AND THE CITY OF MOLINE

THIS AGREEMENT made and entered into this _____ day of November, 2016,
by and between the City of Moline, Illinois, a Municipal Corporation (“City”) and The
Project of the Quad Cities.

WITNESSETH, that The Project of the Quad Cities for and in consideration of the
payment to be made to it by the City in the amount of Ten Thousand and 00/100 Dollars
($10,000) hereby covenants and agrees to relocate its overhang door located at 1202 4th
Avenue, Moline, Illinois.

The Project of the Quad Cities further agrees to rescind its interest in the easement
located over and across the west 15 feet of 1224 4th Avenue, Moline, Illinois. Upon
payment and execution of a Quit Claim Deed Releasing the Easement by The Project, the
City will record the deed with the Rock Island County Recorder’s office terminating the
easement.

IN WITNESS THEREOF, the Parties have executed this agreement on the date
above mentioned.

CITY OF MOLINE, ILLINOIS

_____________________________
Scott Raes, Mayor

_____________________________
Date

Attest:

_____________________________
City Clerk

Approved as to Form:

_____________________________
City Attorney

THE PROJECT OF THE QUAD CITIES

_____________________________

Date
QUITCLAIM DEED TERMINATING EASEMENT

This Quitclaim Deed made ________________________, 2016, by The Project of the Quad Cities, an Iowa not for profit corporation, GRANTOR, to the City of Moline, Illinois, an Illinois municipal corporation, GRANTEE.

GRANTEE is the owner of the property located at 1224 4th Avenue, legally described as follows:

Lot 1, 2 and part of Lot 3, all in Block 28 in the Original Town of Moline, being part of the West Half of Section 32, Township 18 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, more particularly described as follows:

Beginning at a found #5 rebar at the northeast corner of Lot 1 in said Block 28;

Thence South 25 degrees 43 minutes 10 seconds East along the east line of said Lot 1 a distance of 152.04 feet to the southeast corner of said Lot 1, said corner also being on the north line of a 20 feet wide Public Alley;

Thence South 64 degrees 35 minutes 17 seconds West along the north line of said Public Alley a distance of 204.36 feet;

Thence North 25 degrees 49 minutes 01 second West a distance of 82.15 feet to the southeasterly corner of an existing building;

Thence continuing North 25 degrees 49 minutes 01 second West along the east line of said building, a distance of 69.57 feet to the north line of Block 28 and the south right of way line of 4th Avenue;

Thence North 64 degrees 30 minutes 00 seconds East along said north line, a distance of 204.61 feet to the point of beginning, containing 0.713 acres, more or less.

The above described tract of land is subject to an easement for ingress and egress over and across the west 15.00 feet thereof and is subject to all other easements of record.
For purpose of this description, the north line of Block 28 was assumed to bear North 64 degrees 30 minutes 00 seconds East.

GRANTOR is the owner of the easement specifically referenced in the Warranty Deed recorded as Document No. 2014-18688 in the Rock Island County Recorder’s Office, on October 27, 2014, and described above as an easement for ingress and egress over and across the west 15 feet of 1224 4th Avenue, Moline, Illinois.

GRANTOR, for and in consideration of the sum of One Dollar ($1.00) paid by GRANTEE, the receipt of which is acknowledged, conveys and quitclaims to GRANTEE all the right, title, interest, estate, claim, and demand, both at law and in equity, of GRANTOR, of, in, and to the described easement and all other rights, privileges, and appurtenances held or owned by or of GRANTOR in the above described land.

Dated: ______________________, 2016

THE PROJECT OF THE QUAD CITIES

By: ______________________

Name: ______________________

Its: ______________________

STATE OF ______________________

COUNTY OF ______________________

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that ______________________ (name), ______________________ (title), for The Project of the Quad Cities, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _______ day of ______________________, 2016, in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

(seal)
SUBORDINATION AGREEMENT

THIS AGREEMENT, made this ___ day of ________________________, 2017, by City of Moline, Illinois, hereinafter referred to as “City,” present holder of the mortgage recorded in Official Record as Document No. 2014-08984 in the Recorder’s Office of Rock Island County, Illinois, and hereinafter referred to as "Mortgage";

WITNESSETH

THAT WHEREAS, Jack Laud, as owner of the real property described herein(hereinafter "Owner") did execute a Mortgage, dated December 17, 2013, in favor of City, as mortgagee, covering the following described real property to wit:

Lots Number One (1), Two (2), Four (4) and Five (5) in Nino Cabry’s Subdivision of the East one-half of Lots Eighteen (18), Nineteen (19), Twenty (20) and part of Lot Twenty-One (21) in J. Edw. Weaver’s First Addition to Moline, Illinois and located in the Southeast Quarter of Section Number Three (3) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in Rock Island County, Illinois (4512 Avenue of the Cities, Moline, IL).

WHEREAS, Owner currently has an executed a mortgage and note in favor of Bank Orion, hereinafter referred to as "Lender," said mortgage dated October 24, 2014, and recorded as Document No. 2014-18655, payable with interest and upon the terms and conditions described therein; and

WHEREAS, Owner seeks to refinance its mortgage and note in favor of Lender to perform repairs to the above named property; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender’s mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the real property hereinabove described, prior and superior to the City’s Mortgage lien first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the City’s Mortgage lien first above mentioned and provided that City will specifically and unconditionally subordinate its lien first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and

City is willing to have the Lender’s mortgage securing the same shall, when recorded, constitute a lien or
charge upon said real property which is unconditionally prior and superior to the City’s Mortgage lien first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the City’s lien or charge of the Mortgage first above mentioned.
2. That Lender would not make its loan above described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the City’s Mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the City’s Mortgage and Lender’s mortgage lien, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the City’s Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

City declares, agrees and acknowledges that

It subordinates the lien or charge of the City’s Mortgage first above mentioned in favor of the lien or charge upon said real property of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

Dated this __________ day of _____________________________, 2017

IN WITNESS WHEREOF, MORTGAGEE has caused its Corporate Name to be hereunto subscribed by its Mayor and duly attested Corporate Seal to be hereunto affixed by its City Clerk all in the CITY OF MOLINE this __________ day of _____________________________, A. D., 2017.

Attest:

____________________________(Seal)  ___________________________(Seal)

Printed Name: Scott Raes       Printed Name: Tracy Koranda
Mayor of the City of Moline    City Clerk

Approved as to form:

____________________________

City Attorney
On this ____ day ____________________, A.D. 2017 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor and Tracy Koranda, City Clerk to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

____________________________________
Notary Public
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of the City of Moline, IL (the "Client") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the ____ day of ______________, 2016 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

REcIITALES:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the services listed on Exhibit A to this Agreement. (the "Services"). In addition to the Services, the Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. TERM. The Consultant will notify the Client of the date (the "Effective Date") when the Consultant receives payment of the first installment of the Consulting Fee (as defined below). The Consultant’s engagement and provision of Services will commence upon the Effective Date. The Consultant’s engagement and this Agreement will terminate automatically on the fifth anniversary of the Effective Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to $155,000.00. The Consulting Fee will be paid in installments of immediately available funds as follows:
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<thead>
<tr>
<th>Contract Period</th>
<th>Payment Date</th>
<th>Payment Amount</th>
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<td>On or before the 2nd anniversary of the Effective Date</td>
<td>$30,000.00</td>
</tr>
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<td>On or before the 3rd anniversary of the Effective Date</td>
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</tr>
<tr>
<td>Year Five (2021)</td>
<td>On or before the 4th anniversary of the Effective Date</td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>

**B. Valuation of a Change in Services.** Consultant reserves the right to make reasonable changes to the Consulting Fees for Years Four and Five. If, prior to the 3rd anniversary of the Effective Date, a change in the services provided by the Consultant increases or expands the Services available to the Client under the terms of this agreement. Any change in the Consulting Fee must be made by written amendment to this Agreement signed by an authorized representative for each party. Consultant shall not be entitled to any additional compensation if such additional services are preformed prior to an execution of a written amendment by both Parties.

**C. Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

**4. CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Planning & Development Director (the “Client Representative”), currently Ray Forsythe, The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a
timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

Initials of Client Representative: _____

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant’s prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other “confidential information” for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant’s Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
D. **By the Consultant Upon the Client’s Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client:  
City of Moline  
619 16th Street  
Moline, IL 61265  
Email: rforsythe@moline.il.us  
Fax: 309-524-2031  
Attention: Ray Forsythe

Consultant:  
Retail Strategies, LLC  
120 18th Street South, Suite 201  
Birmingham, AL 35233  
Email: Ashton@retailstrategies.com  
Fax: (205) 313-3677  
Attention: ASHTON L. ARRINGTON

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client’s agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and
with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client’s name, logo and other identifying information on the Consultant’s website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party’s employees, agents or contractors.

I. **Limitation on Liability: Sole Remedy:** Each party’s liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client’s sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.

J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the
validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts: Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

CONSULTANT:
RETAIL STRATEGIES, LLC

By: ____________________________
Name: __________________________
Title: CFO
Date: 12/14/16
I. CONSULTANT AGREEMENT
This section outlines what Retail Strategies (the “consultant”) will provide to the City of Moline, IL (the “client”).

A. Research
1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis
1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment
1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule
EXHIBIT A (Continued)

II. CLIENT AGREEMENT
This section outlines what the City of Moline, IL (the “Client”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact
   1. One individual shall be specifically designated by Client and identified to Consultant as primary point of contact (“POC”)
   2. POC will be responsible for regular communications between Client and Consultant
   3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
   4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
   5. POC will be competent to aid Consultant in navigation of local political landscape
   6. POC will have access to Basecamp and will post messages and on-going local updates in a timely manner

B. Information and Material Requested by Consultant:
   1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
   2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
   3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
   4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Client:
   1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
   2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publically
**CITY OF MOLINE**

**CONTRACT CHANGE ORDER**

Project No.: 1248  
Description: 9th Street A, 33rd to 34th Avenue

Contractor: Miller Trucking & Excavating

Date: 12-Dec-16

Change Order No.: 1 & Final

<table>
<thead>
<tr>
<th>Sheet 1 of 1</th>
<th></th>
</tr>
</thead>
</table>

**WORK DAYS** | **CONTRACT**
--- | ---
Contract | n/a
Changes | 0
Adjusted | $497,180.25
Changes To-Date | $57,512.37
Adjusted Contract | $554,692.62

% Change 11.57%

---

**UTILITY**

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<th>Description</th>
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<th>Unit</th>
<th>Price</th>
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<th>Deduction</th>
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**WATER**

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<tr>
<td>51</td>
<td>Water Main Break</td>
<td>1.00</td>
<td>LSUM</td>
<td>$2,142.38</td>
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<td>$2,142.38</td>
</tr>
<tr>
<td>52</td>
<td>Cut in 6&quot; Valve</td>
<td>1.00</td>
<td>LSUM</td>
<td>$4,754.95</td>
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<td>$4,754.95</td>
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<td>53</td>
<td>Water Main Casing</td>
<td>1.00</td>
<td>LSUM</td>
<td>$2,213.20</td>
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<td>$2,213.20</td>
</tr>
</tbody>
</table>
## WPC

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Trench Backfill (Sanitary)</td>
<td>-29.60</td>
<td>CY</td>
<td>$38.00</td>
<td>$(1,124.80)</td>
</tr>
<tr>
<td>36</td>
<td>Sanitary Sewer, DIP, P CL 350, 6&quot;</td>
<td>-8.00</td>
<td>LF</td>
<td>$75.00</td>
<td>$(600.00)</td>
</tr>
<tr>
<td>37</td>
<td>Sanitary Sewer Service, 6&quot;</td>
<td>8.00</td>
<td>LF</td>
<td>$78.00</td>
<td>$624.00</td>
</tr>
<tr>
<td>38</td>
<td>Relocated Sanitary Sewer Lateral, 6&quot;</td>
<td>0.00</td>
<td>EACH</td>
<td>$1,150.00</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Manhole, San., Type A, 4&quot; Dia. w/T.I.F., Closed Lid</td>
<td>0.00</td>
<td>EACH</td>
<td>$3,900.00</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Inside Drop MH, San., Type A, 4&quot; Dia. w/T.I.F., Closed Lid</td>
<td>0.00</td>
<td>EACH</td>
<td>$5,700.00</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Remove MH, Sanitary</td>
<td>0.00</td>
<td>EACH</td>
<td>$800.00</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Relay Sanitary Sewer on 33rd Ave.</td>
<td>1.00</td>
<td>LSUM</td>
<td>$23,372.21</td>
<td>$23,372.21</td>
</tr>
</tbody>
</table>

## STORM

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Trench Backfill (Storm)</td>
<td>0.00</td>
<td>CY</td>
<td>$38.00</td>
<td></td>
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<tr>
<td>42</td>
<td>Inside Drop MH, Storm., Type A, 5&quot; Dia. w/T.I.F., Closed Lid</td>
<td>0.00</td>
<td>EACH</td>
<td>$6,200.00</td>
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</tr>
<tr>
<td>43</td>
<td>Storm Sewer, 12&quot;</td>
<td>-12.00</td>
<td>LF</td>
<td>$62.00</td>
<td>$(744.00)</td>
</tr>
<tr>
<td>44</td>
<td>Storm Sewer, 24&quot;</td>
<td>-13.00</td>
<td>LF</td>
<td>$80.00</td>
<td>$(1,040.00)</td>
</tr>
<tr>
<td>45</td>
<td>Pipe Underdrain Complete, 6&quot;</td>
<td>124.00</td>
<td>LF</td>
<td>$14.00</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>47</td>
<td>Catch Basin Special No. 2</td>
<td>0.00</td>
<td>EACH</td>
<td>$4,500.00</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>PRC Flared End Section, 24&quot;</td>
<td>0.00</td>
<td>EACH</td>
<td>$1,070.00</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Grating for Concrete Flared End Section, 24&quot;</td>
<td>-1.00</td>
<td>EACH</td>
<td>$775.00</td>
<td>$(775.00)</td>
</tr>
<tr>
<td>55</td>
<td>Driveway Culvert Install</td>
<td>1.00</td>
<td>LSUM</td>
<td>$3,694.99</td>
<td>$3,694.99</td>
</tr>
</tbody>
</table>

* Denotes new item added to contract

Previous Changes = Total Changes To-Date = $57,512.37
Net Change = $57,512.37

1-50 Adjustments to final quantity based off of field measurements.

*51 The water main had a break during a sanitary pipe install on 33rd Avenue.
*52 We decided to cut in a 6" valve on the existing main to better isolate the shut down while installing the sewer.
*53 After installing the sanitary drop in MH 1 we had to encase the water main due to the lack of separation.
*54 Driveway culvert installation on 34th Avenue
*55 Existing san. sewer that we were tying into was too low to match and had a belly so we extended the job west of the MH on 33rd Avenue
*56 Miller hired Heritage Landscape to replace the 2nd tier of the Van's retaining wall because the integrity of the wall was in poor shape
*57 Coopman's sprinkler repair/replace that was completed by Meyer Landscape

---

**CHANGE ORDER APPROVAL**

Contractor: ____________________________ Date: ________________
## BUDGET SUMMARY

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>BUDGETED</th>
<th>ORIGINAL CONTRACT</th>
<th>CHANGE ORDER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility</td>
<td>$300,000.00</td>
<td>$226,803.25</td>
<td>$19,476.04</td>
<td>$246,279.29</td>
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<tr>
<td>Water</td>
<td>$110,000.00</td>
<td>$86,340.00</td>
<td>$13,672.93</td>
<td>$100,012.93</td>
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<tr>
<td>WPC</td>
<td>$75,000.00</td>
<td>$122,364.00</td>
<td>$22,271.41</td>
<td>$144,635.41</td>
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<tr>
<td>Storm</td>
<td>$90,000.00</td>
<td>$61,673.00</td>
<td>$2,091.99</td>
<td>$63,764.99</td>
</tr>
</tbody>
</table>
## CITY OF MOLINE

### CONTRACT CHANGE ORDER

**Project No.:** 1232  
**Description:** Demolition at 1101 4th Avenue

**Contractor:** Miller Trucking & Excavating  
**Date:** 12/09/16

**Change Order No.:** 1 and FINAL

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Addition</th>
<th>Deduction</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 DEMOLITION</td>
<td>0</td>
<td>LSUM</td>
<td>$37,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 SIDEWALK REMOVAL</td>
<td>559.39</td>
<td>SF</td>
<td>$1.00</td>
<td>$559.39</td>
<td></td>
<td></td>
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<tr>
<td>3 PCC SIDEWALK 4&quot;</td>
<td>159.01</td>
<td>SF</td>
<td>$7.00</td>
<td>$1,113.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 PCC SIDEWALK RAMP, 6&quot;</td>
<td>575.12</td>
<td>SF</td>
<td>$23.00</td>
<td>$13,227.76</td>
<td></td>
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<tr>
<td>5 DETECTABLE WARNINGS</td>
<td>-8.4</td>
<td>SF</td>
<td>$38.00</td>
<td>($319.20)</td>
<td>(1,155.20)</td>
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<tr>
<td>6 REMOVE AND REPLACE C&amp;G</td>
<td>41.00</td>
<td>LF</td>
<td>$45.00</td>
<td>$1,845.00</td>
<td>(1,155.20)</td>
<td>(1,155.20)</td>
</tr>
<tr>
<td>7 CLASS B PATCH, TYPE IV WITH HMA</td>
<td>-7.22</td>
<td>SY</td>
<td>$160.00</td>
<td>(1,474.40)</td>
<td>(1,474.40)</td>
<td>(1,474.40)</td>
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<tr>
<td>8 TRAFFIC CONTROL COMPLETE</td>
<td>0</td>
<td>LSUM</td>
<td>$8,500.00</td>
<td></td>
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</tbody>
</table>

* Denotes new item added to contract

---

### CONTRACT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Original Contract</td>
<td>$69,505.00</td>
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<tr>
<td>Changes To-Date</td>
<td>$15,270.82</td>
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<tr>
<td>Adjusted Contract</td>
<td>$84,775.82</td>
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</tbody>
</table>

**% Change:** 22.0%

---

### REASON FOR CHANGE

1-8 Adjustments to final quantities are based off of final field measurements

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### CHANGE ORDER APPROVAL

Contractor:___________________________________________ Date:_______________

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CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES

December 20, 2016 Report

City Council Priorities:

1. Restaurant/Retail Attraction Strategy ................................................................. 1
2. John Deere Road Corridor Business Development ............................................... 1
4. City Building Maintenance Plan ......................................................................... 2
5. Spiegel Building Development ........................................................................... 2
6. Red Water Solution .............................................................................................. 3

RESTAURANT/RETAIL ATTRACTION STRATEGY
Team: Chair - Ray Forsythe, Maureen Riggs, Chris Mathias, Shawn Christ

Completed:
- Contract with Retail Strategies
- Retail Recruitment Campaign underway
- Identified various site locations
- Addressed sidewalk issues on SouthPark Mall outlots
- Worked with Macerich, Dolan Commons, Build to Suit, Miller Trucking, Walmart Center, MultiModal Station, Moline Center

Upcoming:
- Extend contract with Retail Strategies
- Continue retail recruitment at above locations as well as various lots/buildings that have been identified
- Popeye’s announced Moline location; City is pending developer’s building permit application
- Retail/restaurant construction underway at 38th and John Deere Road; former Ryan’s Steakhouse and SouthPark Mall redevelopment in the planning stages

JOHN DEERE ROAD CORRIDOR BUSINESS DEVELOPMENT
Team: Chair - Ray Forsythe, Shawn Christ, Chris Mathias, Scott Hinton, J.D. Schulte

Completed:
- Retail Strategies work (see Restaurant/Retail Strategy priorities update above)
- 38th Street/Coal Town Road work completed; 41st Street intersection completed; John Deere Road overpass completed; temporary widening in place
- Chick-Fil-A completed and open
Upcoming:
- Car wash in Menards outlot under construction
- 38th Street Development by Build-To-Suit has started
- Mattress Firm under construction
- Former Ryan’s Steak House sold and under design for redevelopment

MARKETING PROGRAM: “WHY MOLINE”
Team: Chair - Ray Forsythe, Anamaria Vera, Alison Fleming, Nate Scott, Lori Wilson, Kelly Giovanine

Completed:
- Social media presence
- Budgeted funds in 2017 Budget
- Meetings with potential partners have begun and include Renew Moline and the Quad Cities Chamber of Commerce

Upcoming:
- Videos of events with Parks drone
- Continue partner meetings and collaboration on marketing materials

CITY BUILDING MAINTENANCE PLAN
Team: Chair - J.D. Schulte, Rodd Schick, Brandon Pannell, Sarah Mark

Completed:
- LED lighting assessment, bidding, bid letting and receipt of fixtures
- Building needs assessment
- Budget development and approval
- Creation of Internal Service Fund

Upcoming:
- Continue installation of LED fixtures
- Processing of rebate forms
- Bidding of prioritized projects for 2017
- Energy assessments of additional sites
- Alternative Energy Solution Considerations
- Present updates and additional recommendations to City Council
SPIEGEL BUILDING DEVELOPMENT
Team: Chair - Amy Keys, Ray Forsythe, Chris Mathias

Completed:
- RFP issued; one response received that was unacceptable
- Letter of interest received from Gorman & Company
- Meetings with Gorman & Company and tour of building; resulted in Gorman requesting 180 days to explore development feasibility
- Council bill authorizing City to negotiate purchase agreement and development agreement exclusively with Gorman & Company, Inc. for 180 days from September 20, 2016
- Gorman has completed due diligence
- Meeting held in November with Gorman to discuss potential options

Upcoming:
- Continue to work with Gorman to draft purchase agreement and development agreement
- Purchase agreement and development agreement to City Council for approval before expiration of 180 days

RED WATER SOLUTION
Team: Chair - Tony Loete, J.D. Schulte, Scott Hinton, Dave Owens, Bob Bohannon, Randy Moritz

Completed:
- Reviewed regulatory considerations
- Identified the state of the condition; discoloration problem sites are neither growing nor declining
- Identified historical attempts to solve the problem – i.e., pipe replacements, pipe rehab, pipe cleaning
- Identified historical attempts to provide temporary relief from the condition – flushing, filters, plumbing flushes, and red-b-gone
- Considered treatment plant enhancements to solve the problem
  - Contracted with Process Research Solutions (PRS) for treatment consultation
- Considered funding alternatives for additional replacement, rehab, etc.

Upcoming:
- Work with PRS to evaluate treatment alternatives
- Continue to provide temporary relief
- Continue to ensure disinfection residual is present
- Make recommendations on treatment/replacement/rehab/other
- Present findings to City Council