



MOLINE CITY COUNCIL AGENDA

Tuesday, June 19, 2012

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of June 12, 2012 and May Financial Report.

SECOND READING ORDINANCE

1. Council Bill/Special Ordinance 4021-2012

A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 933 32nd Avenue A, Moline, to Red Oak Custom Homes, Inc.

EXPLANATION: The City acquired the property at 933 32nd Avenue A as a result of abandoned building proceedings and hoped to repair and restore said property through its community development rehabilitation program. However, there were not enough available community development funds to complete this project. As such, the City published a request for proposals for the purchase and rehabilitation of 933 32nd Avenue A on April 19, 2012, and Red Oak Custom Homes, Inc., submitted the proposal most advantageous to the City. Red Oak Custom Homes, Inc., has offered to purchase 933 32nd Avenue A for \$52,800.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTION

2. Council Bill/Resolution 1190-2012

A Resolution authorizing approval of an Agreement with Missman, Inc. to provide engineering services related to repairs at Riverside Cemetery Retaining Wall for an amount not to exceed \$27,750.

EXPLANATION: Missman, Inc. proposes to investigate the causes of the retaining wall and slope failures at the Riverside Cemetery and make recommendations for repairs. The proposed work includes a topographic survey of the area, soil borings/geotechnical investigation, a review of various retaining wall types to determine the most economical, appropriate repair, and a stormwater control study to determine appropriate erosion control measures to minimize future slope erosion. Estimated costs will be provided for

the recommended repairs. Missman proposes to provide these services at standard hourly rates with a not to exceed price of \$27,750.

FISCAL IMPACT: General Fund Contingency funds are available for this work.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1191-2012

A Resolution authorizing the City Council to approve and accept proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012 - December 31, 2015; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, relating to wages, hours of work and certain other conditions of employment.

EXPLANATION: As a result of negotiations, the negotiators for the City of Moline and the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit "A." AFSCME, Local 1132 has ratified said changes. The negotiators for the City of Moline submit same for council approval and acceptance and authority for the Mayor and City Clerk to sign a new agreement for the contract term January 1, 2012 - December 31, 2015, incorporating the changes.

FISCAL IMPACT:

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCE

4. Council Bill/Special Ordinance 4022-2012

A Special Ordinance repealing Council Bill/Special Ordinance 4012-2012 in its entirety.

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

EXPLANATION: The City's recent adoption of the above-referenced Council Bill authorized execution of a Licensing Agreement between the City and the United States Postal Service (USPS) for placement of cluster mailboxes in public right-of-way at three locations: 2200 7th Avenue, 2129 43rd Street, and 631 45th Street, Moline. It also authorized the City Administrator to grant additional right-of-way licensing for future placement of cluster mailboxes without further Council approval. The Licensing Agreement has not been fully executed by the parties, and the City has reconsidered its position. Repeal of the Council Bill will rescind the authorities granted therein.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

City of Moline

May 2012
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 05/31/12

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$40,477,720	\$13,683,316	\$26,794,404
Expenditures	\$40,477,720	\$12,507,395	\$27,970,325
Difference	\$0	\$1,175,922	
GENERAL TRUST FUND			
Revenues	\$400,000	\$200,533	\$199,467
Expenditures	\$400,000	\$102,765	\$297,235
Difference	\$0	\$97,768	
SMALL RENTAL PROPERTY			
Revenues	\$168,025	\$104,976	\$63,049
Expenditures	\$168,025	\$9,023	\$159,002
Difference	\$0	\$95,953	
SFOOR GRANT			
Revenues	\$136,060	\$113,165	\$22,895
Expenditures	\$136,060	\$107,037	\$29,023
Difference	\$0	\$6,128	
TOURISM FUND			
Revenues	\$1,007,660	\$289,733	\$717,927
Expenditures	\$1,007,660	\$161,856	\$845,804
Difference	\$0	\$127,877	
2009 LEAD HAZARD GRANT			
Revenues	\$200,375	\$187,965	\$12,410
Expenditures	\$200,375	\$209,184	(\$8,809)
Difference	\$0	(\$21,219)	
NSP2 GRANT			
Revenues	\$1,264,000	\$1,752,304	(\$488,304)
Expenditures	\$1,264,000	\$276,056	\$987,944
Difference	\$0	\$1,476,248	
LIBRARY FUND			
Revenues	\$2,991,090	\$234,700	\$2,756,390
Expenditures	\$2,991,090	\$1,099,431	\$1,891,659
Difference	\$0	(\$864,731)	
PARK FUND			
Revenues	\$4,005,665	\$586,477	\$3,419,188
Expenditures	\$4,005,665	\$953,481	\$3,052,184
Difference	\$0	(\$367,004)	
MOTOR FUEL TAX FUND			
Revenues	\$3,520,270	\$469,186	\$3,051,084
Expenditures	\$3,520,270	\$142,285	\$3,377,985
Difference	\$0	\$326,901	

	BUDGET	YTD ACTUAL	VARIANCE
COMMUNITY DEVELOPMENT			
Revenues	\$773,245	\$98,093	\$675,152
Expenditures	\$773,245	\$181,493	\$591,752
Difference	\$0	(\$83,400)	
REVOLVING LOAN FUND			
Revenues	\$192,000	\$8,688	\$183,312
Expenditures	\$192,000	\$0	\$192,000
Difference	\$0	\$8,688	
TAX INCREMENTAL FINANCING #1			
Revenues	\$4,379,690	\$686,380	\$3,693,310
Expenditures	\$4,379,690	\$706,026	\$3,673,664
Difference	\$0	(\$19,646)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$288,840	\$2,738,809	(\$2,449,969)
Expenditures	\$288,840	\$2,148,519	(\$1,859,679)
Difference	\$0	\$590,290	
TAX INCREMENTAL FINANCING #3			
Revenues	\$51,115	\$264	\$50,851
Expenditures	\$51,115	\$1,257	\$49,858
Difference	\$0	(\$993)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$150,000	\$104,590	\$45,410
Expenditures	\$150,000	\$93,563	\$56,437
Difference	\$0	\$11,027	
HOMEBUYER GRANT			
Revenues	\$354,010	\$60,000	\$294,010
Expenditures	\$354,010	\$6,790	\$347,220
Difference	\$0	\$53,210	
TIF #5 KONE CENTRE			
Revenues	\$32,110	\$0	\$32,110
Expenditures	\$32,110	\$0	\$32,110
Difference	\$0	\$0	
TIF #7 BUSINESS PARK			
Revenues	\$17,305	\$1,395	\$15,910
Expenditures	\$17,305	\$57,956	(\$40,651)
Difference	\$0	(\$56,561)	
TIF #9 Route 150			
Revenues	\$0	\$1	(\$1)
Expenditures		\$0	\$0
Difference	\$0	\$1	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$1,100	(\$1,100)
Difference	\$0	(\$1,100)	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$119,470	\$37,465	\$82,005
Expenditures	\$119,470	\$29,670	\$89,800
Difference	\$0	\$7,795	
SPECIAL SERVICE AREA #6			
Revenues	\$238,615	\$13,877	\$224,738
Expenditures	\$238,615	\$29,125	\$209,490
Difference	\$0	(\$15,249)	
WATER FUND			
Revenues	\$10,407,790	\$3,051,360	\$7,356,430
Expenditures	\$10,407,790	\$2,853,477	\$7,554,313
Difference	\$0	\$197,883	
WPC FUND			
Revenues	\$7,974,170	\$3,048,754	\$4,925,416
Expenditures	\$7,974,170	\$1,718,919	\$6,255,251
Difference	\$0	\$1,329,834	
STORMWATER UTILITY			
Revenues	\$1,080,170	\$429,842	\$650,328
Expenditures	\$1,080,170	\$216,001	\$864,169
Difference	\$0	\$213,841	
FIRE PENSION			
Revenues	\$4,137,325	\$465,209	\$8,811
Expenditures	\$4,137,325	\$1,777,845	\$2,359,480
Difference	\$0	(\$1,312,636)	
REHER ART GALLERY			
Revenues	\$28,815	\$1	\$28,814
Expenditures	\$28,815	\$4,238	\$24,577
Difference	\$0	(\$4,237)	
PERPETUAL CARE FUND			
Revenues	\$14,100	\$6,772	\$83,516
Expenditures	\$14,100	\$0	\$14,100
Difference	\$0	\$6,772	
PARK/CEMETERY GIFTS			
Revenues	\$12,250	\$2,406	\$9,844
Expenditures	\$12,250	\$13,463	(\$1,213)
Difference	\$0	(\$11,058)	
FOREIGN FIRE INS TAX			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$35,073	(\$3,373)
Difference	\$0	(\$35,073)	
POLICE PENSION			
Revenues	\$4,182,950	\$533,955	\$3,648,995
Expenditures	\$4,182,950	\$1,143,989	\$3,038,961
Difference	\$0	(\$610,034)	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$62,200	\$35,809	\$26,391
Expenditures	\$62,200	\$41,829	\$20,371
Difference	\$0	(\$6,020)	
HEALTH BENEFIT FUND			
Revenues	\$7,453,815	\$2,460,598	\$4,993,217
Expenditures	\$7,453,815	\$2,377,546	\$5,076,269
Difference	\$0	\$83,052	
OPEB RETIREMENT FUND			
Revenues	\$0	\$452	(\$452)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$452	
INFORMATION TECHNOLOGY			
Revenues	\$1,140,660	\$429,457	\$711,203
Expenditures	\$1,140,660	\$418,900	\$721,760
Difference	\$0	\$10,557	
LIABILITY FUND			
Revenues	\$3,205,320	\$1,251,150	\$1,954,170
Expenditures	\$3,205,320	\$756,689	\$2,448,631
Difference	\$0	\$494,461	
FLEET SERVICES			
Revenues	\$4,257,570	\$1,677,766	\$2,579,804
Expenditures	\$4,257,570	\$950,916	\$3,306,654
Difference	\$0	\$726,850	
SANITATION FUND			
Revenues	\$2,284,600	\$739,661	\$1,544,939
Expenditures	\$2,284,600	\$876,260	\$1,408,340
Difference	\$0	(\$136,598)	
DEBT. SERVICE FUND			
Revenues	\$7,122,730	\$4,145,940	\$2,976,790
Expenditures	\$7,122,730	\$4,397,096	\$2,725,634
Difference	\$0	(\$251,156)	
2007 ESCROW ACCOUNT			
Revenues	\$0	\$175,008	(\$175,008)
Expenditures	\$0	\$175,000	(\$175,000)
Difference	\$0	\$8	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,512,000	\$3,042,091	\$4,469,909
Expenditures	\$7,512,000	\$2,194,546	\$5,317,454
Difference	\$0	\$847,544	
* TOTALS			
Revenues	\$121,678,430	\$42,814,830	\$78,863,600
Expenditures	\$121,678,430	\$38,775,802	\$82,902,628
Difference	\$0	\$4,039,029	

**City of Moline
Major Revenue Projection
Summary Sheet
as of May 31, 2012**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,684,000	\$14,684,000	\$0	\$14,323,438	2.52%	\$14,684,000	0.00%
State Sales Tax	\$4,024,385	\$9,620,000	\$9,620,000	\$0	\$9,155,388	5.07%	\$9,620,000	0.00%
Water User Fees	\$2,803,078	\$7,203,650	\$7,203,650	\$0	\$6,536,186	10.21%	\$7,203,650	0.00%
Home Rule Sales Tax	\$3,465,686	\$8,220,000	\$8,220,000	\$0	\$8,159,401	0.74%	\$8,220,000	0.00%
Sewer User Fees	\$2,649,433	\$6,882,400	\$6,882,400	\$0	\$5,953,357	15.61%	\$6,882,400	0.00%
Income Tax	\$1,843,245	\$3,500,000	\$3,280,800	\$219,200	\$3,423,885	-4.18%	\$3,420,000	2.34%
Telecommunication Tax	\$748,155	\$1,800,000	\$1,800,000	\$0	\$1,799,668	0.02%	\$1,825,000	-1.37%
Corporate Replacement Tax	\$1,231,833	\$2,211,265	\$2,129,265	\$82,000	\$2,151,879	-1.05%	\$2,209,265	0.09%
Utility Taxes	\$1,195,934	\$3,000,000	\$3,350,000	(\$350,000)	\$1,872,666	0.00%	\$3,000,000	0.00%
Prepared Food/Liquor Tax	\$822,821	\$1,875,000	\$1,850,000	\$25,000	\$1,919,513	-3.62%	\$1,850,000	1.35%
Total	\$18,784,570	\$58,996,315	\$59,020,115	(\$23,800)	\$55,295,381	6.74%	\$58,914,315	0.14%

NOTE: State of Illinois is four months behind in remitting Income Tax payments.
Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
Utility Tax increased from 3% to 5% as of 1/1/12

Council Bill/Special Ordinance No.: 4021-2012

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 933 32nd Avenue A, Moline, to Red Oak Custom Homes, Inc.

WHEREAS, the City acquired the property at 933 32nd Avenue A as a result of abandoned building proceedings and hoped to repair and restore said property through its community development rehabilitation program. However, there were not enough available community development funds to complete this project; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 933 32nd Avenue A on April 19, 2012, and Red Oak Custom Homes, Inc., submitted the proposal most advantageous to the City; and

WHEREAS, Red Oak Custom Homes, Inc., has offered to purchase 933 32nd Avenue A for \$52,800.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property; and

WHEREAS, the City wishes to accept this offer so this project can begin as soon as possible and result in the repair and restoration of a blighted property.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 933 32nd Avenue A, Moline, Illinois, with Red Oak Custom Homes, Inc., and do all things necessary to convey said property to Red Oak Custom Homes, Inc., in return for payment of \$52,800.00, plus a right of reverter requiring Red Oak Custom Homes, Inc., to complete interior and exterior renovations of said property within three (3) months of the date of possession of said property, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE
A MUNICIPAL CORPORATION
SELLER

RED OAK CUSTOM HOMES, INC.

PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 1009 14th Avenue
Orion, IL 61273

Telephone: (309) 524-2012

Telephone: (309) 781-5728

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 933 32nd Avenue A, Moline, Illinois (Parcel Number 08-8742), consisting of 13,269 square feet, more or less, legally described as:

Lot Number Seven (7) in Harris Nelson Fourth Addition to the City of Moline, Illinois, situated in the County of Rock Island, in the State of Illinois.

Hereinafter referred to as the "Property," for the total sum of FIFTY-TWO THOUSAND EIGHT HUNDRED and No/100 DOLLARS (\$52,800.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 933 32nd Avenue A within three (3) months from the date of possession of the Property, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until June 29, 2012, to allow Seller's City Council to consider and approve this Agreement at its June 19, 2012 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:



1. The purchase price for the Property is Fifty-Two Thousand Eight Hundred and No/100 Dollars (\$52,800.00). Purchaser shall pay Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) upon execution of this Agreement. The remaining Fifty Thousand and No/100 Dollars (\$50,000.00) shall be paid by Purchaser at Closing. All 2011 taxes due and payable in 2012 shall be borne and paid by the Purchaser as well as all other current and future taxes not otherwise provided for herein.

2. Purchaser acknowledges and agrees to the following construction schedule:

Site Work: Tear down screen room in back of property. Build gable over car port in front of garage and match existing shingles.

Excavation: Excavate right side of house and regrade to take water pressure off foundation.

Siding: Double 4" lap vinyl all of house.

Shutter: Front.

Shingles: 30-year Owens Corning Oakridge (or match existing roof)

Exterior Door: Front door – rehang existing front door. Other doors – rehang existing car port door.

Deck: 10 x 12, treated (new deck out back replacing window with slider)

Garage Doors: 1-9x7, steel, white and ½ hp chain opener.

Insulation: Will have a MidAmerican energy audit done and have ceiling added to if needed.

Sheetrock: House – 1/2" drywall, taped and finished. Basement: ½" drywall downstairs.

Heating & Air Conditioning: Furnace – Ruud UPK 75,000 80%. Air: Ruud AJA 13 seer 2 ton.

Flatwork: Shall be of 4000# concrete. Driveways and Walkways – 4" on crushed rock (repair front of garage).

Windows: Andersen, 200 series, white (replace all windows on main floor)

Plumbing: All plumbing work to meet and exceed city or county codes. Water Heater – 1 gas, 40 gallon. Fixtures – all new delta fixtures in kitchen and bath.

Electrical: All electrical work to meet or exceed city or county codes. Fixtures – All new outlets and switches, all new fixtures on main floor.

Appliances: 1 gas range, 1 microwave/hood, 1 dishwasher, 1 refrigerator.

Cabinets: Chadwood Oak and laminate counter top.

Painting & Staining: Walls – 1 coat paint. Doors – sprayed white. Exterior Doors – paint all. Trim – white. Windows – white.

Trim: Doors – 6 panel primed. Base – 3/8” 3 ¼” clay coat. Casing – ½” 2 ½” clay coat. Railing – pine. Knee Wall Cap – poplar. Hardware – schlage. Closets – wire.

Landscaping: Seed needed areas. Landscape front area.

Floor Coverings: Carpet throughout bedrooms and living room. Vinyl throughout bath and kitchen.

Timeline

July 31, 2012 – Complete windows, roof and siding work

August 15, 2012 – Complete concrete and landscaping work

September 7, 2012 – Complete drywall taping and painting

September 24, 2012 – Complete plumbing, electrical, cabinets and trim work

September 30, 2012 – Complete all work (will repair exterior work first to improve neighborhood)

Purchaser further acknowledges and agrees that Purchaser’s failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to a licensed attorney practicing in Rock Island County in the name of the Purchaser conveying Seller’s interests and title together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on September 30, 2012, at this time the deed shall be delivered to Purchaser provided that all conditions of this Agreement have been met by the parties.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or about September 30, 2012 (“Closing”), with possession of the Property to be delivered to Purchaser on or before June 29, 2012, free and clear of all possessory interests, including, without limitation, squatters;
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be “as is without representation or warranty as to fitness or condition.”

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to the Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before June 29, 2012, and Purchaser’s offer to buy herein shall be irrevocable to and including June 29, 2012, to allow Seller’s City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller’s City Council, Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) earnest money shall be provided to Seller in the form of cash or check. Purchaser acknowledges and agrees that this Agreement is subject to Seller’s right and legal responsibility to formally submit this Agreement to the Seller’s City Council for review, approval and authorization to execute. If not so approved by the Council by June 19, 2012, this offer and Agreement shall be void. The parties understand that Seller’s City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties’ authorized agents’ signatures.

Executed by SELLER:

Executed by PURCHASER:

CITY OF MOLINE, ILLINOIS

RED OAK CUSTOM HOMES, INC.

By: _____
Donald P. Welvaert, Mayor

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:

Amy L. Keys

(309) 524-2012

Council Bill/Resolution No.: 1190-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Agreement with Missman, Inc. to provide engineering services related to repairs at the Riverside Cemetery Retaining Wall for an amount not to exceed \$27,750.

WHEREAS, Missman, Inc. proposes to investigate the causes of the retaining wall and slope failures at Riverside Cemetery and make recommendations for repairs; and

WHEREAS, the proposed work includes a topographic survey of the area, soil borings/geotechnical investigation, a review of various retaining wall types to determine the most economical, appropriate repair, and a stormwater control study to determine appropriate erosion control measures to minimize future slope erosion; and

WHEREAS, estimated costs will be provided for the recommended repairs and Missman, Inc. proposes to provide said services at standard hourly rates with a not to exceed price of \$27,750; and

WHEREAS, General Fund Contingency funds are available.

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

That the City Council finds it in the best interest of the City of Moline, Illinois to authorize approval of an Agreement with Missman, Inc. to provide engineering services related to repairs at the Riverside Cemetery Retaining Wall; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 19, 2012

Date

Passed: June 19, 2012

Approved: July 10, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



May 31, 2012

Mr. Scott Hinton, P.E.
City of Moline
3635 4th Avenue
Moline, Illinois 61265

Re: Engineering and Surveying Services
Riverside Cemetery Retaining Wall
Feasibility Study

Dear Mr. Hinton:

Missman, Inc. (Missman) is pleased to respond to your request for engineering and surveying services for conducting a feasibility study to determine the City's best options for replacing an existing masonry retaining wall and remediation of erosion issues at Riverside Cemetery.

This project involves a steep terraced hill with an existing stone retaining wall that is deteriorating or failing in localized locations. Per our site visit on May 24th, there are two specific erosion issues on the downslope side of the access roadway. The first location shows the remnants of a localized slope failure that damaged the pool facility at the base of the hill. The second location shows evidence of the roadway washing out and being repaired by the City, along with rock and debris littering the hillside with visible erosion channels.

There is a concern that the hill is becoming unstable and a major slope failure could occur. Add in the fact that there are graves on the upper terraces; this project takes on a more serious dynamic than your typical retaining wall replacement. It is the City's goal to replace this wall and remediate the erosion issues, before additional slope failures occur and the project turns into a major slope stability remediation project.

Based on our understanding of the project and the Structural & Civil Engineering services anticipated, we have developed the following scope and fee proposal.

SCOPE OF SERVICES:

1. General Topographic Survey: Make such detailed surveys as are necessary for the planning and design of the project. Missman will obtain topography shots of the existing headstones in the immediate vicinity of the wall to help determine excavation limitations.
2. Geotechnical Investigation: This will involve drilling soil borings at two cross sections on the hillside, one at the base of the hill, one at the access roadway, and one near the crest, for a total of six borings. Coordination will be required with the sextant of the cemetery to gain access near the crest to avoid any conflicts with existing graves. A geotechnical report will be completed with recommendations and design variables for retaining walls, and the results of a global slope stability analysis at two cross sections.

Mr. Scott Hinton
City of Moline
May 31, 2012
Page 2

3. Retaining Wall Feasibility Study: This will involve investigating different wall types based on the geotechnical report to determine the City's best option(s). We anticipate that a segmental block wall or a precast modular big block system will be the most economical for a replacement option at this time. A less aesthetically pleasing option could be a gabion retaining wall. If it is determined that existing subsurface conditions or slope stability issues eliminate these three wall types, Missman will investigate more expensive wall options (i.e. sheetpile, Cast-in-Place, soldier pile, tie backs, etc.). Missman will provide a report with the feasible wall types listed, and preliminary budget estimates for each option(s).
4. If none of these wall types turn out to be feasible, the project would turn into a slope stability study and be beyond the scope of this proposal.
5. Erosion Control Feasibility Study: This will involve investigating the drainage patterns of the hillside and access roadway, and determine the City's best option(s) for correcting the erosion issues. In general, reducing erosion involves redistributing the flow pattern to multiple release points and/or installing erosion control measures (i.e. riprap, ditch checks, etc.) to reduce the velocity. Other issues with this site involve the steeply wooded slopes that don't allow a lot of ground cover vegetation to grow. Tree clearing and installing slope vegetation at specific locations will be investigated as well.

DESIGN FEE PROPOSAL:

1. Field Surveys	\$ 5,500
2. Geotechnical Investigation	\$10,750
3. Retaining Wall Feasibility Study	\$ 6,500
4. Erosion Control Feasibility Study	<u>\$ 5,000</u>

***TOTAL HOURLY FEE NOT TO EXCEED: \$27,750**

*Actual hours will be charged, at the attached hourly rates, to actual time spent on project.

ADDITIONAL SERVICES

Missman considers the following items of work to be Additional Services to this agreement. We have the expertise in-house to complete each of these items; however, they would be charged as Additional Services.

1. Coordination regarding Archaeological, Environmental or Historic issues.
2. Preparing permit applications for the U.S. Army Corps of Engineers, IDNR, IDOT, and IEPA.
3. Major changes in the scope of the project.
4. Meetings and public hearings beyond those listed herein.
5. Preparation of zoning, permitting, vacation, easement, or right-of-way plats or descriptions.
6. Title research or expert testimony.
7. Environmental surveys.
8. Extensive coordination with the sextant on grave locations.
9. Slope Stability Study.
10. Final Plans & Specifications for the Option(s) selected by the City, if the project moves forward.

Mr. Scott Hinton
City of Moline
May 31, 2012
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Additional Services will be charged at the following hourly rates. Work on items considered Additional Services would not be undertaken until the Client/Owner provides written authorization.

Project Hourly Rate Schedule

Classification	Rate
Principal	\$165.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$125.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$85.00
Construction Services Technician	\$70.00
Project Coordinator	\$70.00
Environmental Scientist	\$70.00
Network Manager	\$100.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2012
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

Mr. Scott Hinton
City of Moline
May 31, 2012
Page 4

Missman will consider the following as reimbursable expenses to this agreement:

1. Fees, recording or otherwise, associated with the statutory requirements of the project.
2. Fees associated with permit applications and connection fees.
3. Automobile travel at \$0.555 per mile in excess of 50 miles from Rock Island, IL.

Please call if there are any questions about the information in this proposal. If you wish for us to proceed on this project, please sign both copies of this proposal and return one to our office

Thank you for considering Missman, Inc.

Respectfully,

MISSMAN, INC.

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

By J. Robert Strombeck
J. Robert Strombeck, CFO

encl: General Conditions

Accepted this _____ day of _____, 2012.

CITY OF MOLINE, IL

By: _____

Title: _____

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.

13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.
14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.
24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

A RESOLUTION

APPROVING and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012 - December 31, 2015; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment.

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

That the City Council does hereby approve and accept the proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of State, County & Municipal Employees, Local 1132, for the contract term January 1, 2012 - December 31, 2015; provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A"; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2012 - December 31, 2015; provided the American Federation of State, County & Municipal Employees, Local 1132, has previously ratified said agreement; and provided further that said agreement is substantially similar in form and content to the contract language of the prior agreement between the parties, but subject to the changes negotiated by the parties, which changes are attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 19, 2012

Date

Passed: June 19, 2012

Approved: July 10, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A

June 5, 2012

**Tentative Agreement between
the City of Moline and AFSCME, Local 1132**

The following are proposals for changes to the collective bargaining agreement which have been tentatively agreed to by the City of Moline and AFSCME, Local 1132 subject to ratification by the Union and approval by the City Council.

5:07 The Chairperson of the Grievance committee shall, within twenty (20) days from effective date of the Agreement, certify in writing to the ~~Management Services Officer~~ **Human Resources Manager** a list of those who are representatives specified in this Article and their alternates by name, office and geographic area for which each representative or alternate is certified to serve. Changes in this list shall be certified by the Chairperson promptly to the ~~Management Services Officer~~ **Human Resources Manager**. The City shall not recognize any uncertified representative or, if certified, a representative who has not completed the probationary period.

The ~~Management Services Officer~~ **Human Resources Manager** shall, within twenty (20) days from the effective date of this Agreement, certify to the Union a complete list of supervisors or alternates with whom grievances shall be processed in Step 1 and 2 of the Grievance Procedure, specifying the department or geographic area over which each supervisor shall have jurisdiction to process grievances. A supervisor's alternate may be specified either to have jurisdiction in the supervisor's absence or the supervisor's stead. The ~~Management Services Officer~~ **Human Resources Manager** shall certify to the Chairperson all changes in the list promptly as they occur.

* * * *

7:031 Discipline shall be imposed upon ~~permanent~~ **regular**, non-probationary employees only for proper cause within thirty (30) calendar days of the City's learning of the grounds for such proper cause or within thirty (30) calendar days of the time the City should have learned of the grounds for such proper cause. Said period shall be extended by the time or delays attributable to the employee or the Union.

* * * *

7:036 If within six (6) months after imposition of an oral reprimand or within one (1) year after imposition of a written reprimand there is no intervening discipline for the same or different cause, the oral or written reprimand shall be removed from the employee's personnel file; otherwise, it shall be a permanent record therein. In no case shall a disciplinary action less than an initial thirty (30) calendar day suspension be used in calculating an appropriate disciplinary penalty for some new proper cause if an employee has not been the subject of discipline for a period equal to or greater than **two (2)** ~~four (4)~~ years.

* * * *

8:04 When a probationary employee successfully completes probation, their seniority date will be determined by counting back ninety (90) calendar days from the date of completion. **Permanent Regular** part-time employees shall earn seniority pro-rated.

* * * *

8:051 At the beginning of the fiscal year and quarterly thereafter, the City shall post lists within the unit setting forth each employee in the unit and the unit and classification seniority and seniority group of each, separating **permanent regular** full-time and part-time and temporary employees.

* * * *

8:06 If two or more employees have the same unit seniority date, their relative positions on the seniority list shall be designated in writing at the time they are placed on the seniority list. An employee's classification group shall be the employee's unit seniority. A **permanent regular**, full-time employee shall be always more senior than a **permanent regular** part-time employee regardless of date of hire; and a **permanent regular** part-time employee shall be more senior than a temporary employee regardless of date of hire.

* * * *

8:12 A **permanent regular** full-time employee so removed under 8:11 may bump an employee with the least unit seniority in an equal rated or lower classification; provided said employee possesses the combination of training and experience that provides the required knowledge, skills and abilities to meet the standards for the classification.

8:121 An employee so removed under 8:11 who is a **permanent regular** part-time employee shall, first, be placed on any vacant work assignment; second, replace any probationary employee (whether or not full-time) provided in both cases the employee is qualified to perform the work involved.

* * * *

8:152 Either "**permanent regular**" or "temporary": **permanent regular** being those whose regular assignment is not expected by the City to end within the next twelve (12) months and temporary being those whose regular assignment is expected by the City to continue for at least six (6) months, but less than twelve (12) months. Temporary employees hired to fill a vacancy created by the military activation of a regular employee may be hired for the term of the military activation, not to exceed thirty-six (36) months.

* * * *

8:153 A “seasonal employee” is excluded from the unit and refers to those whose regular assignment is expected to encompass less than one thousand (1,000) hours in a calendar year or extend no longer than six (6) consecutive calendar months.

Seasonal employee shall not be hired to cause a lay off or reduction of the unit or department below the certified number of 176 employees unless mutually agreed upon and only perform seasonal work. The certified number of employees is subject to change contingent upon labor contract negotiations, position certifications, position decertifications, or through attrition, provided that the certified number will not go below 150 employees due to attrition; provided, however, that should the number of employees drop below 150 because of retirement, resignation, discharge, termination, or any other reason other than layoff and provided that the City exercises good faith efforts to recruit and fill open positions, then any restriction otherwise imposed by this section shall not limit the City’s rights concerning seasonal employees. **Effective January 1, 2013, the certified number of employees is subject to change contingent upon labor contract negotiations, position certifications, position decertifications, or through attrition, provided that the certified number will not go below 145 employees due to attrition; provided, however, that should the number of employees drop below 145 because of retirement, resignation, discharge, termination, or any other reason other than layoff and provided that the City exercises good faith efforts to recruit and fill open positions, then any restriction otherwise imposed by this section shall not limit the City’s rights concerning seasonal employees.** Seasonal employees may be hired by the city from April 1 and shall be allowed to work through October 31 of the calendar year of hire. No additional seasonal personnel will be hired by the city until April 1 of the following year, except clerical helper I at recreational office and janitor helpers at Coolidge school (1) and garden center (1).

* * * *

8:178 Notwithstanding the time limitations contained in 8:08 and 8:175, an employee may return to a vacant position in their old classification or any other vacant position in a lower classification, subject to being qualified for it. For purposes of this 8:178 and for job bids on lower classifications pursuant to 8:17, **the pay of** a successful bidder or the employee shall be **decreased by a percentage equal to the percentage difference between the minimum rate of the employee’s old grade and the minimum rate of the lower grade** ~~paid at their current rate of pay or at the maximum of the pay grade of the new classification, whichever is less.~~ **In no case shall an employee be paid more than the maximum of the pay grade of the employee’s new classification.** An employee who successfully bids on a position in a lower classification may not rebid on a position in a higher classification which would result in an increase in pay over said employee’s pay in the original grade they held for a period of one year.

* * * *

9:04 A normal workday for full-time, **permanent regular** and temporary employees, shall consist of eight (8) consecutive hours of scheduled work within a workday; however, if a normal workday begins one hour or less before the end of the workday, it shall be counted as part of the next workday. Further, part-time and seasonal employees may be assigned a normal workday which does not consist of eight (8) consecutive hours of scheduled work but may consist of a split of duty time.

* * * *

10:01 Sick Leave. All **permanent regular** employees covered by this agreement shall have the following sick leave and shall accrue the following sick leave:

* * * *

10:014 Retroactivity. When a seasonal or temporary employee becomes a **permanent regular** employee, sick leave accrual will be retroactive to the starting date of the employee's last continuous employment with the City.

* * * *

11:03 A **permanent regular**, non-probationary City employee absent because of sickness or disability due to a cause not related to employment shall use accumulated sick leave and earned vacation leave. Should an employee continue absent for a number of days greater than accumulated sick leave and unused vacation leave because of such causes, said employee shall be granted a leave of absence upon written request to the employee's Department Director. Should said absence continue beyond the leave of absence granted, the employee shall resign or be terminated.

* * * *

12:01 In addition to other paid or unpaid leaves of absence provided elsewhere in this Agreement, a **permanent regular** employee (any employee in the case of jury duty) may, if the employee meets the conditions set out herein below, take the following leaves:

(BEREAVEMENT LEAVE; IMMEDIATE FAMILY)

12:02 When death occurs in the immediate family of a **permanent regular** employee and the employee attends the funeral or is required to make arrangements therefore, the employee shall be excused and paid for a reasonable amount of time lost from work because of the death. Bereavement leave may begin on the day of the death or on the day after the death and each employee shall be entitled to three (3) consecutive workdays off. For the purpose of this section, members of an employee's immediate family shall include the employee's grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, stepchild, stepfather, stepmother, stepbrother, stepsister or spouse's grandmother or grandfather, brother-in-law or sister-in-law. The employee shall be allowed to use two (2) vacation days in conjunction with bereavement leave.

* * * *

12:04 Any **permanent regular** employee who is a member of reserve components of the armed forces or the National Guard may be granted two (2) weeks leave each year for active duty training. Upon presentation of the proper evidence, the employee shall be entitled to retain the higher of the employee's City pay or military pay. If the City pay is higher, the City shall allow the employee to retain the military pay and pay only the amount necessary to have the military pay equal the City pay.

* * * *

ARTICLE XIII. HOLIDAY LEAVE

(HOLIDAYS)

13:01 The City shall observe the following days as holidays and may shut down all or part of its operations on said days at its discretion:

<u>2012</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/12 Sunday	01/02/12 Monday
Presidents' Day	02/20/12 Monday	02/20/12 Monday
Spring Holiday	04/06/12 Friday	04/06/12 Friday
Memorial Day	05/28/12 Monday	05/28/12 Monday
Independence Day	07/04/12 Wednesday	07/04/12 Wednesday
Labor Day	09/03/12 Monday	09/03/12 Monday
Veterans Day	11/11/12 Sunday	11/12/12 Monday
Thanksgiving Day	11/22/12 Thursday	11/22/12 Thursday
Day after Thanksgiving	11/23/12 Friday	11/23/12 Friday
Day before Christmas	12/24/12 Monday	12/24/12 Monday
Christmas Day	12/25/12 Tuesday	12/25/12 Tuesday
Last Day of the Year	12/31/12 Monday	12/31/12 Monday

<u>2013</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/13 Tuesday	01/01/13 Tuesday
Presidents' Day	02/18/13 Monday	02/18/13 Monday
Spring Holiday	03/29/13 Friday	03/29/13 Friday
Memorial Day	05/27/13 Monday	05/27/13 Monday
Independence Day	07/04/13 Thursday	07/04/13 Thursday
Labor Day	09/02/13 Monday	09/02/13 Monday
Veterans Day	11/11/13 Monday	11/11/13 Monday
Thanksgiving Day	11/28/13 Thursday	11/28/13 Thursday
Day after Thanksgiving	11/29/13 Friday	11/29/13 Friday
Day before Christmas	12/24/13 Tuesday	12/24/13 Tuesday
Christmas Day	12/25/13 Wednesday	12/25/13 Wednesday
Last Day of the Year	12/31/13 Tuesday	12/31/13 Tuesday

<u>2014</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/14 Wednesday	01/01/14 Wednesday
Presidents' Day	02/17/14 Monday	02/17/14 Monday
Spring Holiday	04/18/14 Friday	04/18/14 Friday
Memorial Day	05/26/14 Monday	05/26/14 Monday
Independence Day	07/04/14 Friday	07/04/14 Friday
Labor Day	09/01/14 Monday	09/01/14 Monday
Veterans Day	11/11/14 Tuesday	11/11/14 Tuesday
Thanksgiving Day	11/27/14 Thursday	11/27/14 Thursday
Day after Thanksgiving	11/28/14 Friday	11/28/14 Friday
Day before Christmas	12/24/14 Wednesday	12/24/14 Wednesday
Christmas Day	12/25/14 Thursday	12/25/14 Thursday
Last Day of the Year	12/31/14 Wednesday	12/31/14 Wednesday

<u>2015</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/15 Thursday	01/01/15 Thursday
Presidents' Day	02/16/15 Monday	02/16/15 Monday
Spring Holiday	04/03/15 Friday	04/03/15 Friday
Memorial Day	05/25/15 Monday	05/25/15 Monday
Independence Day	07/04/15 Saturday	07/03/15 Friday
Labor Day	09/07/15 Monday	09/07/15 Monday
Veterans Day	11/11/15 Wednesday	11/11/15 Wednesday
Thanksgiving Day	11/26/15 Thursday	11/26/15 Thursday
Day after Thanksgiving	11/27/15 Friday	11/27/15 Friday
Day before Christmas	12/24/15 Thursday	12/24/15 Thursday
Christmas Day	12/25/15 Friday	12/25/15 Friday
Last Day of the Year	12/31/15 Thursday	12/31/15 Thursday

* * * *

13:02 All non-probationary, **permanent regular** City employees are entitled to holiday leave with pay on the days specified in 13:01 above. Holiday pay for a part-time employee shall be based on the average percentage of the workweek the employee is normally scheduled to work.

* * * *

13:06 All non-probationary, **permanent regular** City employees are entitled to leave with pay for one (1) normal workday in the calendar month in which the employee's birthday falls. Said leave shall be requested as set forth in 10:071. If an employee's request for leave is not approved and if no other day can be mutually agreed upon by the employee and the Department Director, the employee shall be entitled to pay at the rate of two and one-half (2-1/2) times the employee's regular rate of pay for all time worked on the day requested.

* * * *

14:01 All **permanent regular** employees shall accrue paid vacation leave as follows:

* * * *

14:016 For seasonal or temporary employees who become **permanent regular** employees, vacation accrual will be retroactive to the starting date of their last continuous employment with the City.

* * * *

ARTICLE XV. WAGES

15:01 Effective the first full payroll period beginning on or after January 1, **2012 2008**, employees shall receive a **0.00% 3.00%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

~~Effective the first full payroll period beginning on or after July 1, 2008, employees shall receive a 1.00% across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.~~

Effective the first full payroll period beginning on or after January 1, **2013 2009**, employees shall receive a **1.00% 3.00%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

~~Effective the first full payroll period beginning on or after July 1, 2009, employees shall receive a 1.00% across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.~~

Effective the first full payroll period beginning on or after January 1, **2014 2010**, employees shall receive a **2.50% 3.30%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

Effective the first full payroll period beginning on or after January 1, **2015 2011**, employees shall receive a **2.25% 3.30%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

* * * *

ARTICLE XVIII. INSURANCE

(HEALTH INSURANCE PROGRAM)

18:01 A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Benefit Plan booklet (hereinafter referred to as "health insurance program"), shall be offered to all ~~permanent~~ **regular** employees. The actual plan documents shall be the basis of any final interpretation for eligibility and benefits. Effective January 1, ~~2008~~ **2012 through December 31, 2014**, employees shall pay ~~20%~~ **18%** of the total monthly premium. ~~Effective January 1, 2015-2009, employees shall pay 19% of the total monthly premium.~~ Effective January 1, ~~2015~~ **2010** through the term of this Agreement, ~~employees shall pay 20%~~ **at no time will the employee's share of the New Rate Total be higher than any other union within the City, provided that the employee's share is capped at 25%** of the total monthly premium. Refer to Exhibit N for premium and benefit changes and for premium increases effective on January 1, ~~2012~~ **2008**, January 1, ~~2013~~ **2009**, January 1, ~~2014~~ **2010** and January 1, ~~2015~~ **2011**.

* * * *

19:01 The City currently has on file in the ~~Management Services office~~ **Human Resources Office** a classification system for employees covered by this Agreement; and all said employees are assigned a position within said classification system and a pay grade therefore and each position has a job description. The Union agrees that, as of the date of execution hereof, each position, classification, job description and pay grade are properly allocated therein.

The City will furnish the Union a complete copy of the City's system for classifying position. In the event the method is modified or changed, the City shall furnish the Union with any modifications.

* * * *

23:0921 The City shall solicit proposals from vendors of safety shoes and shall select at least two (2) but no more than ~~four (4)~~ **five (5)** vendors who agree to provide safety shoes meeting, at a minimum, standards selected by the City ("Approved Vendors").

* * * *

23:10 Any and all accidents, injuries or illnesses of whatever kind or severity, occurring while at work shall be orally reported to supervision immediately and to the City's ~~Management Services Officer~~ **Human Resources Manager** within 24 hours in writing on forms provided by the City. The City may require additional reporting by rule or work instruction.

Failure to report as required, unless physically impossible, shall automatically disqualify

the employee from sick pay and duty disability pay. In addition, such failure to report to supervision shall be disciplined as failure to perform work instructions.

* * * *

ARTICLE XXVII. TERM

27:01 The term of this Agreement shall begin on January 1, ~~2012 2008~~, and shall remain in full force and effect until December 31, ~~2015 2011~~, but no provision shall be retroactive prior to the execution date unless otherwise specified. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this Agreement, said party must notify the other party in writing on or before September 30, ~~2015 2011~~, and may present its initial demands in writing at said time.

If either party desires to terminate this Agreement at any time after December 31, ~~2015 2011~~, said party shall provide the other party written notice at least ten (10) days prior to the termination date.

* * * *

EXHIBIT J

Page 1 of 4

AFSCME PAY PLAN 2012

Effective January 1, 2012

0.00% GWI

Grade		Minimum	Maximum		Grade		Minimum	Maximum
3	A	27,869.30	42,406.21		11	A	41,175.47	62,653.55
(A03)	BW	1,071.90	1,631.01		(A11)	BW	1,583.67	2,409.75
	H	13.3987	20.3876			H	19.7959	30.1219
4	A	29,262.69	44,526.77		12	A	43,234.05	65,785.62
(A04)	BW	1,125.49	1,712.57		(A12)	BW	1,662.85	2,530.22
	H	14.0686	21.4071			H	20.7856	31.6277
5	A	30,725.55	46,752.99		13	A	45,396.00	69,075.34
(A05)	BW	1,181.75	1,798.19		(A13)	BW	1,746.00	2,656.74
	H	14.7719	22.4774			H	21.8250	33.2093
6	A	32,261.84	49,090.70		14	A	47,665.49	72,528.56
(A06)	BW	1,240.84	1,888.10		(A14)	BW	1,833.29	2,789.56
	H	15.5105	23.6013			H	22.9161	34.8695
7	A	33,875.30	51,544.90		15	A	50,049.17	76,155.46
(A07)	BW	1,302.90	1,982.50		(A15)	BW	1,924.97	2,929.06
	H	16.2862	24.7812			H	24.0621	36.6132
8	A	35,569.04	54,122.43		16	A	52,551.82	79,963.31
(A08)	BW	1,368.04	2,081.63		(A16)	BW	2,021.22	3,075.51
	H	17.1005	26.0204			H	25.2653	38.4439
9	A	37,347.23	56,828.10		17	A	55,178.86	83,961.70
(A09)	BW	1,436.43	2,185.70		(A17)	BW	2,122.26	3,229.30
	H	17.9554	27.3212			H	26.5283	40.3662
10	A	39,214.86	59,670.21		18	A	57,937.98	88,159.34
(A10)	BW	1,508.26	2,295.01		(A18)	BW	2,228.38	3,390.74
	H	18.8533	28.6876			H	27.8548	42.3843

EXHIBIT J

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AFSCME PAY PLAN 2013

Effective January 13, 2013

1.00% GWI

Grade		Minimum	Maximum		Grade		Minimum	Maximum
3	A	28,148.02	42,830.32		11	A	41,587.31	63,280.05
(A03)	BW	1,082.62	1,647.32		(A11)	BW	1,599.51	2,433.85
	H	13.5327	20.5915			H	19.9939	30.4231
4	A	29,555.34	44,972.10		12	A	43,666.48	66,443.52
(A04)	BW	1,136.74	1,729.70		(A12)	BW	1,679.48	2,555.52
	H	14.2093	21.6212			H	20.9935	31.9440
5	A	31,032.77	47,220.58		13	A	45,850.06	69,766.11
(A05)	BW	1,193.57	1,816.18		(A13)	BW	1,763.46	2,683.31
	H	14.9196	22.7022			H	22.0433	33.5414
6	A	32,584.45	49,581.58		14	A	48,142.22	73,253.86
(A06)	BW	1,253.25	1,906.98		(A14)	BW	1,851.62	2,817.46
	H	15.6656	23.8373			H	23.1453	35.2182
7	A	34,214.13	52,060.32		15	A	50,549.62	76,916.94
(A07)	BW	1,315.93	2,002.32		(A15)	BW	1,944.22	2,958.34
	H	16.4491	25.0290			H	24.3027	36.9793
8	A	35,924.72	54,663.65		16	A	53,077.44	80,762.86
(A08)	BW	1,381.72	2,102.45		(A16)	BW	2,041.44	3,106.26
	H	17.2715	26.2806			H	25.5180	38.8283
9	A	37,720.80	57,396.35		17	A	55,730.69	84,801.39
(A09)	BW	1,450.80	2,207.55		(A17)	BW	2,143.49	3,261.59
	H	18.1350	27.5944			H	26.7936	40.7699
10	A	39,606.94	60,266.96		18	A	58,517.26	89,040.85
(A10)	BW	1,523.34	2,317.96		(A18)	BW	2,250.66	3,424.65
	H	19.0418	28.9745			H	28.1333	42.8081

EXHIBIT J

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AFSCME PAY PLAN 2014

Effective January 12, 2014

2.50% GWI

Grade		Minimum	Maximum		Grade		Minimum	Maximum
3	A	28,851.68	43,901.10		11	A	42,626.90	64,862.10
(A03)	BW	1,109.68	1,688.50		(A11)	BW	1,639.50	2,494.70
	H	13.8710	21.1063			H	20.4937	31.1837
4	A	30,294.16	46,096.34		12	A	44,758.06	68,104.61
(A04)	BW	1,165.16	1,772.94		(A12)	BW	1,721.46	2,619.41
	H	14.5645	22.1617			H	21.5183	32.7426
5	A	31,808.61	48,401.18		13	A	46,996.35	71,510.19
(A05)	BW	1,223.41	1,861.58		(A13)	BW	1,807.55	2,750.39
	H	15.2926	23.2698			H	22.5944	34.3799
6	A	33,398.98	50,821.06		14	A	49,345.71	75,085.30
(A06)	BW	1,284.58	1,954.66		(A14)	BW	1,897.91	2,887.90
	H	16.0572	24.4332			H	23.7239	36.0987
7	A	35,069.42	53,361.78		15	A	51,813.42	78,839.90
(A07)	BW	1,348.82	2,052.38		(A15)	BW	1,992.82	3,032.30
	H	16.8603	25.6547			H	24.9103	37.9038
8	A	36,822.86	56,030.21		16	A	54,404.48	82,781.92
(A08)	BW	1,416.26	2,155.01		(A16)	BW	2,092.48	3,183.92
	H	17.7033	26.9376			H	26.1560	39.7990
9	A	38,663.87	58,831.34		17	A	57,123.87	86,921.33
(A09)	BW	1,487.07	2,262.74		(A17)	BW	2,197.07	3,343.13
	H	18.5884	28.2843			H	27.4634	41.7891
10	A	40,597.02	61,773.71		18	A	59,980.13	91,266.86
(A10)	BW	1,561.42	2,375.91		(A18)	BW	2,306.93	3,510.26
	H	19.5178	29.6989			H	28.8366	43.8783

EXHIBIT J

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AFSCME PAY PLAN 2015

Effective January 11, 2015

2.25% GWI

Grade		Minimum	Maximum		Grade		Minimum	Maximum
3	A	29,500.85	44,888.90		11	A	43,585.98	66,321.42
(A03)	BW	1,134.65	1,726.50		(A11)	BW	1,676.38	2,550.82
	H	14.1831	21.5812			H	20.9548	31.8853
4	A	30,975.78	47,133.42		12	A	45,765.20	69,636.94
(A04)	BW	1,191.38	1,812.82		(A12)	BW	1,760.20	2,678.34
	H	14.8922	22.6603			H	22.0025	33.4793
5	A	32,524.34	49,490.27		13	A	48,053.82	73,119.07
(A05)	BW	1,250.94	1,903.47		(A13)	BW	1,848.22	2,812.27
	H	15.6367	23.7934			H	23.1028	35.1534
6	A	34,150.48	51,964.43		14	A	50,456.02	76,774.67
(A06)	BW	1,313.48	1,998.63		(A14)	BW	1,940.62	2,952.87
	H	16.4185	24.9829			H	24.2577	36.9109
7	A	35,858.58	54,562.35		15	A	52,979.26	80,613.73
(A07)	BW	1,379.18	2,098.55		(A15)	BW	2,037.66	3,100.53
	H	17.2397	26.2319			H	25.4708	38.7566
8	A	37,651.33	57,290.90		16	A	55,628.56	84,644.56
(A08)	BW	1,448.13	2,203.50		(A16)	BW	2,139.56	3,255.56
	H	18.1016	27.5437			H	26.7445	40.6945
9	A	39,533.73	60,155.06		17	A	58,409.10	88,877.15
(A09)	BW	1,520.53	2,313.66		(A17)	BW	2,246.50	3,418.35
	H	19.0066	28.9207			H	28.0813	42.7294
10	A	41,510.56	63,163.57		18	A	61,329.63	93,320.45
(A10)	BW	1,596.56	2,429.37		(A18)	BW	2,358.83	3,589.25
	H	19.9570	30.3671			H	29.4854	44.8656

* * * *

EXHIBIT N

Page 1 of 2

HEALTH INSURANCE PLAN

The City shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the City's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

~~Effective January 1, 2008, increase vision benefit from \$130.00 per member per year to \$175.00 per member per year.~~

PREMIUM EFFECTIVE JANUARY 1, 2012

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/12
Single - Active	\$424.26	\$106.06	\$530.32
Family - Active	\$1,107.34	\$276.83	\$1,384.17
R <65 >50	\$424.26	\$106.06	\$530.32
R >65	\$0.00	\$276.82	\$276.82
R <50	\$0.00	\$530.32	\$530.32
R <65 >50 & D <65	\$424.26	\$959.91	\$1,384.17
R <50 & D <65	\$0.00	\$1,384.17	\$1,384.17
R <65 >50 & D >65	\$424.26	\$382.90	\$807.16
R >65 & D <65	\$0.00	\$1,130.65	\$1,130.65
R & D >65	\$0.00	\$553.67	\$553.67

EXHIBIT N

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HEALTH INSURANCE PLAN

PREMIUM EFFECTIVE JANUARY 1, 2013

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/13
Single - Active	\$428.50	\$107.12	\$535.62
Family - Active	\$1,118.41	\$279.60	\$1,398.01
R <65 >50	\$428.50	\$107.12	\$535.62
R >65	\$0.00	\$279.59	\$279.59
R <50	\$0.00	\$535.62	\$535.62
R <65 >50 & D <65	\$428.50	\$969.51	\$1,398.01
R <50 & D <65	\$0.00	\$1,398.01	\$1,398.01
R <65 >50 & D >65	\$428.50	\$386.73	\$815.23
R >65 & D <65	\$0.00	\$1,141.96	\$1,141.96
R & D >65	\$0.00	\$559.21	\$559.21

PREMIUM EFFECTIVE JANUARY 1, 2014

Effective January 1, ~~2014~~ ~~2010~~, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. **The increase for the New Rate Total effective January 1, 2014 is capped at 15% over the prior year.** At no time will the New Rate Total health insurance premiums paid by AFSCME employees and retirees be higher than any other **union City group**.

PREMIUM EFFECTIVE JANUARY 1, 2015

Effective January 1, ~~2015~~ ~~2011~~, **at no time will the employee's share of the New Rate Total be higher than any other union within the City, provided that the employee's share is capped at 25% of the New Rate Total** ~~will be 20% and the employer's share of the New Rate Total will be 80%.~~ **The increase for the New Rate Total effective January 1, 2015 is capped at 15% over the prior year.** At no time will the New Rate Total health insurance premiums paid by AFSCME employees and retirees be higher than any other **union City group**.

LETTER OF UNDERSTANDING

Now come the CITY OF MOLINE, ILLINOIS, (City) a municipal corporation; and the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES (AFSCME), Local 1132.

WHEREAS, the City and AFSCME currently have in force a Labor Agreement executed in July 2012; and

WHEREAS, during the negotiations which resulted in a labor agreement executed in July 2012, effective January 1, 2012 through December 31, 2015, the City and AFSCME agreed that in return for AFSCME's acceptance of the City's proposal with respect to Section 8:153 (certified number of employees), the City would not lay off any AFSCME members from January 1, 2012 through December 31, 2015, subject to the provisions outlined below; and

WHEREAS, AFSCME has agreed that this Agreement creates no past practice of any kind and that this Agreement and its results shall not have precedential value in any other case arising under the terms of the Labor Agreement nor in any arbitration, save an arbitration to enforce the terms of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the recitals set forth above are hereby incorporated herein as mutually agreed upon facts, terms and conditions of this Agreement as if set forth at this point.
2. The City agrees to guarantee no loss of employment for any non-probationary AFSCME member for the term of the labor agreement from January 1, 2012 through December 31, 2015. The City agrees to employ all AFSCME employees who are available to work, subject to attrition through retirement, resignation or discipline for cause; provided, however, the City will continue to manage its employees and assign AFSCME members as required to address the needs of the City, per the current Labor Agreement.
3. The City agrees to withdraw the pending Request for Proposals (RFP) for janitorial services issued in November 2011.
4. The City and AFSCME agree that budgeting for AFSCME positions during the remainder of the current Labor Agreement shall be determined by the City subject to the requirements and restrictions of the current Labor Agreement, including without limitation that should budgeting be eliminated for any particular position, any displaced employee(s) shall retain all bumping rights providing therein so long as the displaced employee(s) have not been terminated for a disciplinary matter.
5. The City agrees that should bumping occur that which would result in an employee being placed in a lower pay grade, said employee will retain his or her current salary while in the lower pay grade and will remain eligible to receive any negotiated wage increases or anniversary increases that he or she would have otherwise received had the bumping not

occurred. This paragraph shall be applied prospectively and for the term of the current Labor Agreement only.

6. AFSCME agrees that this Agreement creates no past practice of any kind and that this Agreement shall not survive or extend beyond the term of the current Labor Agreement and its results shall have no precedential value to any other case arising under the terms of the current Labor Agreement nor may it be used in any arbitration, save the enforcement of the terms of this Agreement.

The parties hereto have caused their duly authorized agents to sign this Letter of Understanding this _____ day of July, 2012.

AFSCME, Local 1132

City of Moline, Illinois

By: _____
Arnold E. McCollom II, President

By: _____
Lewis J. Steinbrecher, City Administrator

By: _____
Steven R. Hansen, Vice President

By: _____
Alison M. Fleming, Human Resources Manager

By: _____
Tony McCubbin,
AFSCME Staff Representative

By: _____
Maureen E. Riggs, City Attorney

Approved as to form:

By: _____
Amy L. Keys, Deputy City Attorney

Council Bill/Special Ordinance No. 4022-2012
Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Council Bill/Special Ordinance 4012-2012 in its entirety.

WHEREAS, Council Bill/Special Ordinance 4012-2012 (Council Bill), adopted March 27, 2012, authorized the Mayor and City Clerk to execute a Licensing Agreement with the United States Postal Service (USPS) for the installation of cluster mailboxes in City right-of-way at the following locations: 2200 7th Avenue, 2129 43rd Street, and 631 45th Street; and

WHEREAS, the Council Bill also authorized the City Administrator to grant additional right-of-way licensing to USPS for future cluster mailboxes within the City without further Council action; and

WHEREAS, the Licensing Agreement has not been fully executed by the parties; and

WHEREAS, repeal of the Council Bill will rescind the Mayor and City Clerk's authorization to execute the Licensing Agreement with USPS and rescind the City Administrator's authority to grant additional public right-of-way licensing for placement of future cluster mailboxes without further Council action.

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

Section 1 – That Council Bill/Special Ordinance 4012-2012 is hereby repealed in its entirety.

Section 2 – That this ordinance shall be in full force and effect from and after its passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney