



# MOLINE CITY COUNCIL AGENDA

Tuesday, March 20, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## CONSENT AGENDA

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

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of March 13, 2012 and February Financial Report.

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

## SECOND READING ORDINANCES

### 1. Council Bill/Special Ordinance 4009-2012

A Special Ordinance authorizing a jurisdictional transfer with the Illinois Department of Transportation to accept jurisdiction of 70<sup>th</sup> Street south of John Deere Road and the frontage road east of 70<sup>th</sup> Street.

**EXPLANATION:** Council previously approved jurisdictional transfer agreement of 70<sup>th</sup> Street and the frontage road on September 27, 2011, Council/Bill Resolution No. 1165-2011. The Illinois Department of Transportation (IDOT) requires that such jurisdictional transfer be authorized through city ordinance.

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

## RESOLUTIONS

### 2. Council Bill/Resolution 1153-2012

A Resolution supporting the historic district nomination for the Belgian Bluff Historic District in concert with the Moline Main Street Program.

**EXPLANATION:** The Belgian Bluff Historic District is located between 7<sup>th</sup> and 19<sup>th</sup> Avenues from 1<sup>st</sup> Street to 7<sup>th</sup> Street, and between 16<sup>th</sup> to 19<sup>th</sup> Avenues from 7<sup>th</sup> Street to 15<sup>th</sup> Street. This integrated commercial and residential district represents an ethnic enclave established by the large influx of Belgian immigrants that settled in Moline during the late nineteenth and early twentieth century. The buildings retain most of the original design features and together comprise a cohesive group of structures representative of the American working class in the Midwest between 1860 and 1970. The National Main Street Program is a community-driven, comprehensive methodology used to revitalize older, traditional business districts throughout the United States. The underlying premise of the Main Street approach is to encourage economic development with the context of historic preservation in ways appropriate to today's marketplace. Main Street advocates a return to community self-reliance, local empowerment, and the rebuilding of traditional commercial districts based on their unique assets.

**FISCAL IMPACT:** N/A

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

**3. Council Bill/Resolution 1154-2012**

A Resolution authorizing the Mayor and City Clerk to execute an application for funding under the Illinois Community Development Block Grant (CDBG) IKE-Disaster Recovery Program in an amount up to \$300,000.00; and authorizing staff to do all things necessary to complete and submit said application.

**EXPLANATION:** The requested funding will support the comprehensive update of the 2001 Moline Centre Master Plan, 2001 Floreciente Plan and the 1994 Edgewater Plan. This planning initiative will concentrate on creating the connections from the economic hub of downtown to the surrounding neighborhoods, tying the residents to jobs, shops, restaurants, trails, and activities along the riverfront. The process will be centered on an extensive community outreach component to ensure the plan meets the needs of both the residents and the business community and creates a strong vision of a vibrant riverfront downtown where people want to live, work and play. The City of Moline proposes to recreate the successful planning process used for the 2001 update by partnering with Renew Moline.

**FISCAL IMPACT:** N/A

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTIONS**

**4. Council Bill/Resolution 1155-2012**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with Sedona Staffing for temporary and seasonal staffing services beginning April 1, 2012 through February 28, 2015.

**EXPLANATION:** A request for proposals was published, and Sedona Staffing provided the proposal that was most advantageous to the City and in the City’s best interest. The agreed upon and mutually beneficial agreement fulfills all temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested. The contract will be effective April 1, 2012 and will run for three years.

**FISCAL IMPACT:** N/A

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

**FIRST READING ORDINANCES**

**5. Council Bill/Special Ordinance 4012-2012**

A Special Ordinance authorizing the Mayor and City Clerk to execute a Licensing Agreement with the United States Postal Service (USPS) to install cluster mailboxes in public right-of-way.

**EXPLANATION:** The USPS wishes to install cluster mailboxes in public right-of-way in certain neighborhoods to provide more efficient delivery of US mail. The applicant would like licensing agreement approval for mailboxes at 2200 7<sup>th</sup> Avenue, 2129 43<sup>rd</sup> Street and 631 45<sup>th</sup> Street. Please see the attachments for a map showing the proposed locations. Staff is recommending approval and that the proposed ordinance authorize the City Administrator to approve future cluster mailboxes without further City Council approval.

**FISCAL IMPACT:** No fiscal impact to the City.

**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**

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

1155-2012		
Council Member	Aye	Nay
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Mayor Welvaert		

## City Council and Committee Meetings Schedule March 19-23, 2012

*(dates and times are subject to change with notification)*

*The next regularly scheduled City Council meeting will be March 27, 2012.*

COMMITTEE	DAY	DATE	TIME	LOCATION
Historic Preservation Commission	Monday	March 19	4:00 p.m.	City Hall Council Chambers 619 16 <sup>th</sup> Street
Moline Centre Main Street Commission	Monday	March 19	4:00 p.m.	City Hall Committee-of-the-Whole Room 619 16 <sup>th</sup> Street
Moline Housing Authority	Monday	March 19	5:30 p.m.	Moline Housing Authority Board Room 4141 11 <sup>th</sup> Avenue A
Committee-of-the-Whole with City Council immediately following	Tuesday	March 20	6:30 p.m.	City Hall Council Chambers-2 <sup>nd</sup> Floor 619 16 <sup>th</sup> Street
Park Board	Thursday	March 22	3:30 p.m.	Public Works Building Conference Room 3635 4 <sup>th</sup> Avenue

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*Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting, should notify the City Administrator's Office, 524-2003, at least 24 hours prior to the scheduled meeting.*

Council Bill/Special Ordinance No.: 4009-2012  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING a jurisdictional transfer with the Illinois Department of Transportation to accept jurisdiction of 70<sup>th</sup> Street south of John Deere Road and the frontage road east of 70<sup>th</sup> Street.

WHEREAS, City Council previously approved the jurisdictional transfer of 70<sup>th</sup> Street south of John Deere Road and the frontage road east of 70<sup>th</sup> Street on September 27, 2011, pursuant to Council Bill/Resolution No. 1165-2011; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires that such jurisdictional transfers be authorized by municipal ordinance; and

WHEREAS, in return for accepting the jurisdictional transfer, IDOT offers to make a \$166,000 payment to the City of Moline to fund future maintenance of the streets and fund the necessary repairs to the existing storm sewer under the frontage road.

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

**Section 1** – That the City Council hereby authorizes the jurisdictional transfer agreement approved on September 27, 2011, that includes the location description and location map, as attached hereto and incorporated herein as Exhibit “A.”

**Section 2** – That the following section of 70<sup>th</sup> Street shall be added to the subject jurisdictional transfer, as follows:

70<sup>th</sup> Street from IL5 southerly to frontage road then easterly to the dead end.

**Section 3** – That the City Council hereby accepts from IDOT a lump sum payment in the amount of \$166,000 that shall be deposited into the City’s Motor Fuel Tax Fund, which shall be expended in accordance with Motor Fuel Tax standards, policies and procedures.

**Section 4** – That the City will accept jurisdiction of the designated section of 70<sup>th</sup> Street and the frontage road twenty-one (21) days after execution of the Jurisdictional Transfer Agreement.

**Section 5** – That upon jurisdictional transfer of the subject roadway segments and receipt of payment, maintenance of the roadway henceforth shall be the responsibility of the City of Moline.

**Section 6** – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

**Section 7** – That this ordinance shall be in full force and effect from and after passage; approval; and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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

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

A RESOLUTION

SUPPORTING the historic district nomination for the Belgian Bluff Historic District in concert with the Moline Main Street Program.

\_\_\_\_\_

WHEREAS, the Belgian Bluff Historic District is located between 7th and 19th Avenues from 1st Street to 7th Street, and between 16th to 19th Avenues from 7th Street to 15th Street; and

WHEREAS, this integrated commercial and residential district represents an ethnic enclave established by the large influx of Belgian immigrants that settled in Moline during the late nineteenth and early twentieth century; and

WHEREAS, the buildings retain most of the original design features, and together comprise a cohesive group of structures representative of the American working class in the Midwest between 1860 and 1970; and

WHEREAS, the National Main Street Program is a community-driven, comprehensive methodology used to revitalize older, traditional business districts throughout the United States; and

WHEREAS, the underlying premise of the Main Street approach is to encourage economic development with the context of historic preservation in ways appropriate to today's marketplace; and

WHEREAS, Main Street advocates a return to community self-reliance, local empowerment, and the rebuilding of traditional commercial districts based on their unique assets.

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

That the Mayor and City Council of the City of Moline supports the historic district nomination for the Belgian Bluff Historic District in concert with the Moline Main Street Program.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
March 20, 2012  
Date

Passed: March 20, 2012

Approved: March 27, 2012

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

APPROVED AS TO FORM:

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

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an application for funding under the Illinois Community Development Block Grant (CDBG) IKE-Disaster Recovery Program in an amount up to \$300,000.00 and authorizing staff to do all things necessary to complete and submit said application.

\_\_\_\_\_

WHEREAS, the requested funding will support the comprehensive update of the 2001 Moline Centre Master Plan, 2001 Floreciente Plan and the 1994 Edgewater Plan; and

WHEREAS, this planning initiative concentrates on creating the connections from the economic hub of downtown to the surrounding neighborhoods, tying the residents to jobs, shops, restaurants, trails and activities along the Mississippi riverfront; and

WHEREAS, the process will be centered on an extensive community outreach component to ensure the plan meets the needs of both the residents and the business community and creates a strong vision of a vibrant riverfront downtown where people want to live, work and play; and

WHEREAS, the requested funding will help the community efficiently and effectively mitigate flooding and other local hazards. This planning initiative will provide a comprehensive assessment of infrastructure needs, economic development opportunities and implementation strategies to create a broad vision for redevelopment as well as a flood mitigation strategy to protect these community investments; and

WHEREAS, the City of Moline proposes to recreate the successful planning process used for the 2001 Moline Centre Plan update by partnering with Renew Moline.

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

That the Mayor and City Clerk are hereby authorized to execute an application for funding under the Illinois Community Development Block Grant (CDBG) IKE-Disaster Recovery Program in an amount up to \$300,000.00, and authorizing staff to do all things necessary to complete and submit said application.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
March 20, 2012

\_\_\_\_\_  
Date

Passed: March 20, 2012

Approved: March 27, 2012

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

APPROVED AS TO FORM:

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

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into an agreement with Sedona Staffing for temporary and seasonal staffing services beginning April 1, 2012 through February 28, 2015.

WHEREAS, City staff published a request for proposals for the provision of temporary and seasonal staffing services; and

WHEREAS, Sedona Staffing of Moline, Illinois, was the provider whose proposal was the most advantageous to the City and in the City's best interest.

WHEREAS, the agreed upon and mutually beneficial agreement fulfills all temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement with Sedona Staffing for temporary and seasonal staffing services beginning April 1, 2012 through February 28, 2015; provided, however, that said agreement is substantially similar in form and content to that referenced in Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
March 20, 2012  
Date

Passed: March 20, 2012

Approved: March 20, 2012

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

Approved as to form:

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



## Temporary Services Agreement

This Temporary Services Agreement (the "Agreement"), effective the 1<sup>st</sup> day of April, 2012, is entered into by and between City of Moline, an Illinois municipal corporation, with its principal place of business at 619 16<sup>th</sup> Street, Moline, IL 61265 ("City"), and Sedona Staffing, a temporary employment service, with its national headquarters at 612 Valley View Drive, Moline, Illinois 61265 ("Contractor").

### 1. SERVICES

- 1.1 Contractor agrees to provide temporary employee services by furnishing to City temporary service and seasonal workers ("Assigned Employees") with skills meeting the requirements specified by City. City agrees to pay for said services in accordance with this Agreement.
- 1.2 If an Assigned Employee fails to meet City's requirements for the services to be provided, and City notifies Contractor of its dissatisfaction during the first eight (8) hours of the assignment, Contractor shall immediately remove the employee from the assignment, and City shall not be required to make any payment to Contractor for the hours worked by such employee, up to a maximum of eight (8) hours. City reserves the right to ask for the removal of an employee at any time for any reason; in doing so, the City attests that it complies with all State and Federal Equal Opportunity and Human Rights Acts and will continue to do so for the purposes of this Agreement.

### 2. CITY'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

- 2.1 City shall provide a safe work place and will instruct, assist and supervise Assigned Employees in performing the agreed upon duties and the work performed.
- 2.2 City shall provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to any dangerous or hazardous substances. City shall ensure that Assigned Employees use any protective equipment necessary to perform the assignment safely. City will provide a suitable work environment for all Assigned Employees which shall comply with all applicable statutes and ordinances relating to the worksite including, but not limited to OSHA and the ADA.
- 2.3 City shall review all time records submitted by Assigned Employees for accuracy in a manner that is consistent with the payroll and billing procedures of Contractor. City will approve or decline the time records based on the accuracy of such records. City will retain copies of such records in accordance with all applicable state and federal laws.

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

#### CONTRACTOR'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

- 3.1 Assigned Employees are employees of Contractor and shall not be considered or treated as employees of City by the parties, except to such extent as may be required by applicable state and federal law. Contractor shall avoid actions that would make Assigned Employees common law employees of City or otherwise make City and Contractor co-employees of any Assigned Employee.
- 3.2 Contractor will perform an Employee Orientation prior to the commencement of the assignment for each Assigned Employee working on any work site for City. The orientation will ensure that all Assigned Employees are aware of and abide by, all applicable City Rules and Policies. City will provide examples of all Rules and Policies that are to be included in the Employee Orientation. It is the sole responsibility of Contractor to prepare for and conduct this orientation.
- 3.3 Contractor will pay Assigned Employees weekly for hours worked for City as submitted on timecards approved by City's authorized representative, in accordance with all applicable state and federal laws. The signature of City's authorized representative shall constitute verification that the time recorded is accurate.
- 3.4 Contractor shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees and submit required tax withholdings. Contractor agrees to indemnify and hold harmless City against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which City shall be finally adjudged liable as an employer with respect to any compensation that Contractor agreed to pay Assigned Employee for the performance of services pursuant to this Agreement.
- 3.5 Contractor will recruit, interview, select and hire Assigned Employees who, in Contractor's judgment, are qualified to perform the services required by City. Contractor understands that many of the positions needed by City require driving City vehicles and operating motorized equipment. Assigned Employees may only drive their own personal vehicle during business hours and for the use of conducting City business with express written permission by the City. However, under no circumstance is it acceptable for any Assigned Employee to drive their

own personal vehicle during business hours and for the use of conducting City business without proper insurance. Additionally, Contractor understands that many of these positions also require cash handling and some positions will serve alcohol. Assigned Employees working under any of those conditions will be required to go through the extra appropriate pre-employment testing and/or training required under this Agreement.

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

### FEE FOR SERVICES

- 4.1 City shall pay Contractor a fee at an hourly bill rate for each hour worked by Assigned Employees as set forth in the time sheet approved by City's representative. Overtime hours worked will be paid in accordance with the multiple dictated by applicable federal and state law. Overtime hours worked by Assigned Employees will be billed to City based on the same straight-time mark-up rate. City shall pay, where required by law to do so, any federal, state, or local sales, use, excise, value added or other like tax on the services provided under this Agreement.
- 4.2 The mark-up rates for the services provided under this Agreement are listed on Exhibit A, attached hereto and incorporated herein. The rates may be adjusted by Contractor at any time based on increases in minimum wage, statutory taxes and premiums, statutorily mandated benefits, and annual liability and fidelity insurance costs, upon thirty (30) days prior written notice to Client.
- 4.3 Contractor shall submit invoices on a weekly basis to the designated supervisor within City. City shall pay all invoices as soon as administratively possible upon receipt, without offset or deduction. City shall promptly notify Contractor of any disputed or questioned item on an invoice, and the parties shall work together in good faith to resolve the issue; in the event it is determined that City is entitled to a credit, Contractor shall credit City in the next invoice for the appropriate amount. In the event that City fails to pay Contractor invoice when due, City shall pay all collection and/or litigation costs incurred by Contractor. City reserves the right to withhold payment of any outstanding invoices if a previously disputed invoice is not corrected within a reasonable timeframe. Additionally, City reserves the right to withhold payment of any outstanding invoices if any Assigned Employee receives a payroll check with non sufficient funds from Contractor until problems are resolved or if Contractor fails to pay Assigned Employee in a timely manner or if payments are returned to Assigned Employee with non sufficient funds.

## TERM AND TERMINATION

- 5.1 The initial term of this Agreement shall commence on April 1, 2012 and shall continue through February 28, 2015. Thereafter, this Agreement shall be automatically extended from year to year for up to five (5) full years unless and until either party terminates it as of an anniversary date by giving the other party written notice of such termination at least thirty (30) days prior to such anniversary date. Notwithstanding the foregoing, either party has the right, exercisable in its sole discretion at any time, to terminate this Agreement for its convenience, by giving the other party at least ninety (90) days written notice of such termination.
- 5.2 Each party has the right to terminate this Agreement immediately upon written notice to the other party, at any time, in the event of any material breach by the other party of its obligations under this Agreement; provided, however, that the allegedly breaching party shall be granted ten (10) days right to cure said breach.

## 6. RELATIONSHIP OF PARTIES

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

## 7. INSURANCE

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

- a) Commercial General Liability - \$1,000,000
- b) Workers' Compensation - Statutory Limits
- c) Employer's Liability - \$1,000,000
- d) Crime Policy with "Client Loss Extension" - \$1,000,000
- e) Depositors Forgery - \$100,000
- f) Umbrella Liability - \$5,000,000

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

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

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

## 8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 Notwithstanding Paragraph 7 above, Contractor shall indemnify, defend, and hold harmless City, its affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Contractor, (ii) damage to, or destruction of, any property, whether owned by City or otherwise, or (iii) the failure of Contractor to comply with the provisions of this Agreement, but only to the extent such Claims are caused by or the result of the negligent, reckless, willful, wonton or intentional acts or omissions of Contractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.
- 8.2 When claiming its right to indemnification, City shall promptly notify Contractor of the assertion of any claim covered by this Agreement so as Contractor shall have a reasonable time within which to notify its insurers of such claim and tender defense of the claim. Failure to so notify Contractor shall not relieve that party of its obligations hereunder except to the extent such failure actually and materially caused prejudice.
- 8.3 Neither party shall authorize any Assigned Employee to operate any motor vehicle, motorized equipment, automotive or truck equipment without signing a driver's release form supplied by Contractor and without having the proper pre-employment testing conducted and determining that Assigned Employee's actually possesses valid driver's license.

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

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

9. PAYMENTS FOR OTHER USE OF EMPLOYEES AND TERMINATION PROCESS

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

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

10. NOTICES

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

If to Contractor, to: Sedona Staffing, Attn: Cheryl Theofilis, 612 Valley View Drive, Moline, IL 61265

With a copy to: Sedona Staffing, Attn: Joe Lavin, 600 35<sup>th</sup> Avenue, Moline, IL 61265

If to City, to: City of Moline, Attn: Human Resources Manager, 619 16<sup>th</sup>  
Street, Moline, IL 61265  
With a copy to: City of Moline, Attn: City Attorney, 619 16<sup>th</sup> Street, Moline,  
IL 61265

## 11. MISCELLANEOUS

- 11.1 **Assignment.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may without the consent of the other party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guarantees the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates. As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such party.
- 11.2 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. Any litigation concerning this Agreement must be brought in a court of competent jurisdiction in Rock Island County, Illinois.
- 11.3 **Compliance with Laws.** In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.
- 11.4 **Complete Understanding; Modification.** This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Donald Welvaert

Printed Name: Rick John, Jr.

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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





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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with the United States Postal Service (USPS) to install cluster mailboxes in public right-of-way.

\_\_\_\_\_

WHEREAS, the USPS has found that the installation of cluster mailboxes in certain neighborhoods is required to provide for adequate US mail delivery; and

WHEREAS, the USPS wishes to install cluster mailboxes in public right-of-way at 2200 7<sup>th</sup> Avenue, 2129 43<sup>rd</sup> Street, and 631 45<sup>th</sup> Street; and

WHEREAS, the placement of the cluster mailboxes within the public right-of-way should not pose any hazards to motorists or pedestrians; and

WHEREAS, this Ordinance shall authorize the City Administrator to grant additional public right-of-way licensing to the Post Office 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 the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with the USPS to install cluster mailboxes in right-of-way at 2200 7<sup>th</sup> Avenue, 2129 43<sup>rd</sup> Street, and 631 45<sup>th</sup> Street; provided 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 authorize the City Administrator to grant additional ROW licensing to the Post Office for placement of future cluster mailboxes without further Council action.

**Section 3** -- 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 4** -- That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

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

**Exhibit "A"**

**LICENSEE:** United States Postal Service – 514 17<sup>th</sup> Street, Moline, IL 61265

**LICENSING AGREEMENT**

**PARTIES:** The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is United States Postal Service, 514 17<sup>th</sup> Street, Moline, IL 61265, hereinafter called the LICENSEE.

**PREMISES:** Constructed on right-of-way at three different locations:  
**2200 7<sup>th</sup> Avenue:** Located in 22<sup>nd</sup> Street right-of-way, adjacent to the public sidewalk.  
**2129 43<sup>rd</sup> Street:** Located in 43<sup>rd</sup> Street right-of-way, adjacent to the public sidewalk.  
**631 45<sup>th</sup> Street:** Located in 45<sup>th</sup> Street right-of-way, 4 feet off of 45<sup>th</sup> Street and adjacent to this vacant lot.

**USE:** LICENSEE shall be allowed only to: Install and maintain cluster mailboxes for mail delivery in the premises.

**INTEREST ACQUIRED:** LICENSEE acquires only the right to: Install and maintain cluster mailboxes for mail delivery in the premises.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

**TERM:** The first term of this Licensing Agreement is from March 27, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE ' S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

**FEE:** The annual usage charge is \$0.00.

**CONDITIONS:** LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City ' s sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY's option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: \_\_\_\_\_  
Postmaster

Date: \_\_\_\_\_

CITY OF MOLINE, ILLINOIS:

By: \_\_\_\_\_  
Mayor

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

Approved as to Form:

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

2200 7th Avenue



631 45th Street



2129 43rd Street



# **City of Moline**

February 2012  
Financial Report



CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 02/29/12

	BUDGET	YTD ACTUAL	VARIANCE
<b>GENERAL FUND</b>			
Revenues	\$40,477,720	\$4,530,111	\$35,947,609
Expenditures	\$40,477,720	\$9,074,963	\$31,402,757
Difference	\$0	(\$4,544,852)	
<b>GENERAL TRUST FUND</b>			
Revenues	\$400,000	\$53,524	\$346,476
Expenditures	\$400,000	\$13,777	\$386,223
Difference	\$0	\$39,747	
<b>SMALL RENTAL PROPERTY</b>			
Revenues	\$168,025	\$74,978	\$93,047
Expenditures	\$168,025	\$33,482	\$134,543
Difference	\$0	\$41,496	
<b>SFOOR GRANT</b>			
Revenues	\$136,060	\$34,470	\$101,590
Expenditures	\$136,060	\$2,826	\$133,234
Difference	\$0	\$31,644	
<b>TOURISM FUND</b>			
Revenues	\$1,007,660	\$110,892	\$896,768
Expenditures	\$1,007,660	\$51,062	\$956,598
Difference	\$0	\$59,830	
<b>2009 LEAD HAZARD GRANT</b>			
Revenues	\$200,375	\$0	\$200,375
Expenditures	\$200,375	\$121,663	\$78,712
Difference	\$0	(\$121,663)	
<b>NSP2 GRANT</b>			
Revenues	\$1,264,000	\$1,522,835	(\$258,835)
Expenditures	\$1,264,000	\$153,533	\$1,110,467
Difference	\$0	\$1,369,302	
<b>LIBRARY FUND</b>			
Revenues	\$2,991,090	\$161,074	\$2,830,016
Expenditures	\$2,991,090	\$330,518	\$2,660,572
Difference	\$0	(\$169,444)	
<b>PARK FUND</b>			
Revenues	\$4,005,665	\$409,582	\$3,596,083
Expenditures	\$4,005,665	\$130,341	\$3,875,324
Difference	\$0	\$279,241	
<b>MOTOR FUEL TAX FUND</b>			
Revenues	\$3,520,270	\$207,729	\$3,312,541
Expenditures	\$3,520,270	\$0	\$3,520,270
Difference	\$0	\$207,729	

	BUDGET	YTD ACTUAL	VARIANCE
<b>COMMUNITY DEVELOPMENT</b>			
Revenues	\$773,245	\$63,047	\$710,198
Expenditures	\$773,245	\$83,116	\$690,129
Difference	\$0	(\$20,069)	
<b>REVOLVING LOAN FUND</b>			
Revenues	\$192,000	\$3,416	\$188,584
Expenditures	\$192,000	\$0	\$192,000
Difference	\$0	\$3,416	
<b>TAX INCREMENTAL FINANCING #1</b>			
Revenues	\$4,379,690	\$568,691	\$3,810,999
Expenditures	\$4,379,690	\$27,126	\$4,352,564
Difference	\$0	\$541,566	
<b>TAX INCREMENTAL FINANCING #2</b>			
Revenues	\$288,840	\$1,163	\$287,677
Expenditures	\$288,840	\$11,289	\$277,551
Difference	\$0	(\$10,126)	
<b>TAX INCREMENTAL FINANCING #3</b>			
Revenues	\$51,115	\$264	\$50,851
Expenditures	\$51,115	\$414	\$50,701
Difference	\$0	(\$150)	
<b>TAX INCREMENTAL FINANCING #4</b>			
Revenues	\$150,000	\$104,590	\$45,410
Expenditures	\$150,000	\$93,563	\$56,437
Difference	\$0	\$11,027	
<b>HOMEBUYER GRANT</b>			
Revenues	\$354,010	\$60,000	\$294,010
Expenditures	\$354,010	\$313	\$353,697
Difference	\$0	\$59,687	
<b>TIF #5 KONE CENTRE</b>			
Revenues	\$32,110	\$0	\$32,110
Expenditures	\$32,110	\$0	\$32,110
Difference	\$0	\$0	
<b>TIF #7 BUSINESS PARK</b>			
Revenues	\$17,305	\$139	\$17,166
Expenditures	\$17,305	\$0	\$17,305
Difference	\$0	\$139	
<b>TIF Route 150</b>			
Revenues	\$0	\$0	\$0
Expenditures		\$0	\$0
Difference	\$0	\$0	
<b>SPECIAL SERVICE AREA #3</b>			
Revenues		\$0	\$0
Expenditures		\$0	\$0
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
<b>SPECIAL SERVICE AREA #5</b>			
Revenues	\$119,470	\$32,485	\$86,985
Expenditures	\$119,470	\$12,057	\$107,413
Difference	\$0	\$20,428	
<b>SPECIAL SERVICE AREA #6</b>			
Revenues	\$238,615	\$13,807	\$224,808
Expenditures	\$238,615	\$6,185	\$232,430
Difference	\$0	\$7,623	
<b>WATER FUND</b>			
Revenues	\$10,407,790	\$1,276,285	\$9,131,505
Expenditures	\$10,407,790	\$1,419,897	\$8,987,893
Difference	\$0	(\$143,611)	
<b>WPC FUND</b>			
Revenues	\$7,974,170	\$1,182,107	\$6,792,063
Expenditures	\$7,974,170	\$614,474	\$7,359,696
Difference	\$0	\$567,633	
<b>STORMWATER UTILITY</b>			
Revenues	\$1,080,170	\$180,262	\$899,908
Expenditures	\$1,080,170	\$80,063	\$1,000,107
Difference	\$0	\$100,199	
<b>FIRE PENSION</b>			
Revenues	\$4,137,325	\$108,262	\$8,811
Expenditures	\$4,137,325	\$699,829	\$3,437,496
Difference	\$0	(\$591,567)	
<b>REHER ART GALLERY</b>			
Revenues	\$28,815	\$0	\$28,815
Expenditures	\$28,815	\$3,425	\$25,390
Difference	\$0	(\$3,425)	
<b>PERPETUAL CARE FUND</b>			
Revenues	\$14,100	\$4,437	\$83,516
Expenditures	\$14,100	\$0	\$14,100
Difference	\$0	\$4,437	
<b>PARK/CEMETERY GIFTS</b>			
Revenues	\$12,250	\$1,425	\$10,825
Expenditures	\$12,250	\$271	\$11,979
Difference	\$0	\$1,154	
<b>FOREIGN FIRE INS TAX</b>			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$0	\$31,700
Difference	\$0	\$0	
<b>POLICE PENSION</b>			
Revenues	\$4,182,950	\$130,908	\$4,052,042
Expenditures	\$4,182,950	\$275,949	\$3,907,001
Difference	\$0	(\$145,041)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>LIBRARY TRUST</b>			
Revenues	\$62,200	\$6,145	\$56,055
Expenditures	\$62,200	\$7,229	\$54,971
Difference	\$0	(\$1,085)	
<b>HEALTH BENEFIT FUND</b>			
Revenues	\$7,453,815	\$989,455	\$6,464,360
Expenditures	\$7,453,815	\$946,783	\$6,507,032
Difference	\$0	\$42,672	
<b>OPEB RETIREMENT FUND</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
<b>INFORMATION TECHNOLOGY</b>			
Revenues	\$1,140,660	\$170,033	\$970,627
Expenditures	\$1,140,660	\$124,383	\$1,016,278
Difference	\$0	\$45,651	
<b>LIABILITY FUND</b>			
Revenues	\$3,205,320	\$626,235	\$2,579,085
Expenditures	\$3,205,320	\$352,353	\$2,852,967
Difference	\$0	\$273,883	
<b>FLEET SERVICES</b>			
Revenues	\$4,257,570	\$654,266	\$3,603,304
Expenditures	\$4,257,570	\$284,842	\$3,972,728
Difference	\$0	\$369,424	
<b>SANITATION FUND</b>			
Revenues	\$2,284,600	\$307,925	\$1,976,675
Expenditures	\$2,284,600	\$281,940	\$2,002,660
Difference	\$0	\$25,985	
<b>DEBT. SERVICE FUND</b>			
Revenues	\$7,122,730	\$1,117,371	\$6,005,359
Expenditures	\$7,122,730	\$1,217,667	\$5,905,063
Difference	\$0	(\$100,296)	
<b>2007 ESCROW ACCOUNT</b>			
Revenues	\$0	\$70,002	(\$70,002)
Expenditures	\$0	\$70,000	(\$70,000)
Difference	\$0	\$2	
<b>CAPITAL IMPROVEMENT FUND</b>			
Revenues	\$7,512,000	\$1,141,765	\$6,370,235
Expenditures	\$7,512,000	\$1,101,421	\$6,410,579
Difference	\$0	\$40,344	
<b>* TOTALS</b>			
Revenues	\$121,678,430	\$15,919,684	\$105,758,746
Expenditures	\$121,678,430	\$17,626,750	\$104,051,680
Difference	\$0	(\$1,707,067)	

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of February 29, 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	<b>\$14,684,000</b>	\$14,684,000	<b>\$0</b>	\$14,323,438	2.52%	\$14,684,000	0.00%
State Sales Tax	\$1,567,699	<b>\$9,520,000</b>	\$9,620,000	<b>(\$100,000)</b>	\$9,155,388	5.07%	\$9,620,000	-1.04%
Water User Fees	\$1,164,047	<b>\$7,203,650</b>	\$7,203,650	<b>\$0</b>	\$6,536,186	10.21%	\$7,203,650	0.00%
Home Rule Sales Tax	\$1,338,202	<b>\$8,120,000</b>	\$8,220,000	<b>(\$100,000)</b>	\$8,159,401	0.74%	\$8,220,000	-1.22%
Sewer User Fees	\$1,025,987	<b>\$6,882,400</b>	\$6,882,400	<b>\$0</b>	\$5,953,357	15.61%	\$6,882,400	0.00%
Income Tax	\$678,336	<b>\$3,280,800</b>	\$3,280,800	<b>\$0</b>	\$3,423,885	-4.18%	\$3,280,800	0.00%
Telecommunication Tax	\$314,346	<b>\$1,825,000</b>	\$1,800,000	<b>\$25,000</b>	\$1,799,668	0.02%	\$1,800,000	1.39%
Corporate Replacement Tax	\$320,684	<b>\$2,209,265</b>	\$2,129,265	<b>\$80,000</b>	\$2,151,879	-1.05%	\$2,129,265	3.76%
Utility Taxes	\$450,729	<b>\$3,000,000</b>	\$3,350,000	<b>(\$350,000)</b>	\$1,872,666	0.00%	\$3,350,000	-10.45%
Prepared Food/Liquor Tax	\$313,542	<b>\$1,850,000</b>	\$1,850,000	<b>\$0</b>	\$1,919,513	-3.62%	\$1,850,000	0.00%
<b>Total</b>	<b>\$7,173,572</b>	<b>\$58,575,115</b>	<b>\$59,020,115</b>	<b>(\$445,000)</b>	<b>\$55,295,381</b>	6.74%	<b>\$59,020,115</b>	-0.75%

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