

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

Tuesday, January 17, 2012

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### **Informational**

Ambulance Billing by Professional Billing Services of Illinois (Susan Moen, Tim Moen, Lynn Fritz)

### **Questions on the Agenda**

### **Agenda Items**

1. **Request for Review of Ambulance Fees.** (Kathy Carr, Finance Director)
2. **Proposed 2012 General Obligation Corporate Purpose Bonds** (Kathy Carr, Finance Director)
3. **Request for acceptance of a Deed of Dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, and 11-68** (Chris Mathias, Property Management Coordinator)
4. **Collateral Assignment of TIF Development Agreement between Phillips Lofts, LLC and BankOrion and Consent and Assignment of said Assignment by the City.** (Maureen Riggs, City Attorney)
5. **Approval of a Local Agency Agreement for Federal Participation for MFT Section 08-00239-00-RP, RiverTech Boulevard** (Scott Hinton, City Engineer)
6. **Approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for MFT Section 12-00252-00-RP, 16<sup>th</sup> Street, 12<sup>th</sup> – 18<sup>th</sup> Avenues** (Scott Hinton, City Engineer)
7. **Approval of a Contract with Langman Construction, Inc. for MFT Section 12-00252-00-RP, 16<sup>th</sup> Street Reconstruction, 12<sup>th</sup> – 18<sup>th</sup> Avenues** (Scott Hinton, City Engineer)
8. **Other**

### **Discussion**

- River Drive Street Lights (Scott Hinton, City Engineer)
- 2012 Water Department Capital Improvement Plan (Scott Hinton, City Engineer)

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# Explanation

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## 1. Request for Review of Ambulance Fees. (Kathy Carr, Finance Director)

**Explanation:** The Committee-of-the-Whole reviewed the City's business licenses and user fees on October 11, 2011. At that time, staff recommended increasing the ambulance fees to help defray the cost of providing the service, as follows:

Base rate for basic life support fee from \$660.00 to \$725.00

Base rate for advance life support-1 from \$660.00 to \$725.00

Base rate for advance life support-2 from \$770.00 to \$850.00

Transport fee from \$11.00 per mile to \$12.00 per mile

Medical assessment & treatment without transport from \$110.00 plus supplies to \$120.00 plus supplies

The following fee will remain the same: Supplies charge is actual cost plus 10% restocking fee. Additional documentation attached.

**Staff Recommendation:** Approve fee increase  
**Fiscal Impact:** \$90,000 to the General Fund  
**Public Notice/Recording:** Publication of Ordinance  
**Goals Impacted:** Financially Strong City; Desirable Place to Live;

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## 2. Proposed 2012 General Obligation Corporate Purpose Bonds (Kathy Carr, Finance Director)

**Explanation:** Due to favorable interest rates in the current market and upcoming call dates on various bonds, it has been determined to be in the best interest of the City of Moline to borrow funds to refinance various bond issues and issue bonds to repay the temporary financing (line of credit) due to the extension of TIF #2. Additional documentation attached.

**Staff Recommendation:** Authorize staff to do all things necessary to accomplish the bond issues.  
**Fiscal Impact:** At current market interest rates, estimated gross savings are \$1,771,700.  
**Public Notice/Record:** Yes, County Clerk  
**Goal Impacted:** Financially Strong City

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## 3. Request for acceptance of a Deed of Dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, and 11-68 (Chris Mathias, Property Management Coordinator)

**Explanation:** The City of Moline requests acceptance of a deed of dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, 11-68. The Village of Milan has already installed sanitary sewer mains across the property. This easement is required to allow the municipalities to maintain the sanitary sewer in the future, as well as any other future utilities that are placed in the easement. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Planning & Development will record.  
**Goal Impacted:** Improved City Infrastructure & Facilities

**4. Collateral Assignment of TIF Development Agreement between Phillips Lofts, LLC and BankOrion and Consent and Assignment of said Assignment by the City.** (Maureen Riggs, City Attorney)

**Explanation:** In June 2011, the City executed a development agreement with Phillips Lofts, LLC (“Developer”), to facilitate redevelopment of property located at 1312 and 1320-1322 5<sup>th</sup> Avenue, Moline, into commercial space and 18 residential apartments. The City granted TIF assistance to Developer in the form of an incremental property tax rebate. Developer’s bank, BankOrion, has agreed to make two loans to the Developer in the aggregate principal amount of \$1,600,000 (the estimated eligible redevelopment project costs to be incurred by Developer), the proceeds of which shall be used by Developer for the acquisition, development and construction of the Project. As further security for the loans to Developer, Developer seeks to assign all payment rights under the development agreement to BankOrion until such time as all obligations of the Developer to the Bank with respect to the loans have been satisfied. The City agrees to execute a Consent and Acknowledgment to Collateral Assignment acknowledging the right of BankOrion to receive payments pursuant to the authority allowing assignment under the development agreement, and acknowledging that nothing contained therein shall affect the rights and obligations of the City under the development agreement. Additional documentation attached.

**Staff Recommendation:** Approve  
**Fiscal Impact:** NA  
**Public Notice/Recording:** NA  
**Goals Impacted:** Financially Strong City & Strong Local Economy

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**5. Approval of a Local Agency Agreement for Federal Participation for MFT Section 08-00239-00-RP, RiverTech Boulevard** (Scott Hinton, City Engineer)

**Explanation:** The City of Moline has received a \$1,176,000.00 Federal earmark to construct RiverTech Boulevard behind the new Western Illinois University. The earmark is allocated to the City as Federal transportation funds through the Illinois Department of Transportation (IDOT). Approving this Agreement provides acknowledgement to IDOT that the City has sufficient funds set aside to cover all participating construction costs above the maximum federal contribution and all non-participating construction costs. Additional documentation attached.

**Staff Recommendation:** Staff recommends approval of the Agreement.  
**Fiscal Impact:** MFT funds are budgeted and available for this project.  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Strong Local Economy

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**6. Approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for MFT Section 12-00252-00-RP, 16<sup>th</sup> Street, 12<sup>th</sup> – 18<sup>th</sup> Avenues** (Scott Hinton, City Engineer)

**Explanation:** A Resolution for Improvement is necessary to use budgeted MFT funds for the 16<sup>th</sup> Street reconstruction project. Additional documentation is attached.

**Staff Recommendation:** Staff recommends approval of the Resolution.  
**Fiscal Impact:** Sufficient MFT, Water, and WPC funds are budgeted and/or available  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy & Quality Neighborhoods

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**7. Approval of a Contract with Langman Construction, Inc. for MFT Section 12-00252-00-RP, 16<sup>th</sup> Street Reconstruction, 12<sup>th</sup> – 18<sup>th</sup> Avenues (Scott Hinton, City Engineer)**

**Explanation:** Bids were opened and publicly read on December 13, 2011 for MFT Section 252 with the following results:

\$548,377.61	Langman Construction
\$581,816.20	Walter D Laud
\$614,408.10	Valley Construction
\$643,135.75	Brandt Construction

Additional documentation attached.

**Staff Recommendation:** Staff recommends approval of a contact with the lowest responsible and responsive bidder, Langman Construction, Inc.

**Fiscal Impact:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
MFT	525,000.00	545,877.50	220-9823-436.08-10
Water	4,000.00	1,500.11	310-1716-434.04-25
WPC	1,000.00	1,000.00	320-1835-433.08-30
Storm	4,000.00		330-1971-433.08-35

534,000.00                      548,377.61

**Public Notice/Recording:**

N/A

**Goals Impacted:**

Strong Local Economy & Improved City Infrastructure

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**CITY OF MOLINE  
2012 LICENSING POLICY AND FEE REVIEW**

<b>Fee Description:</b> Ambulance Fees	<b>Department Reviewing:</b> Fire
<b>Fee Structure:</b> Section 11-2116  Base rate for basic life support \$ 660.00 (BLS = 911) Base rate for advance life support-1 \$ 660.00 (ALS-1 = 911 calls, not life threatening) Base rate for advance life support -2 \$ 770.00 (ALS-2 = 911 calls life threatening; EKG, cardiac arrest, intubations)  Transport fee is \$ 11.00 per mile  Medical assessment & treatment without transport \$110.00 plus supplies. Supplies charge is actual costs plus 10% restocking fee.	
<b>Justification to Continue/Eliminate Fee:</b>  The purpose of this fee is to recover costs related to the emergency medical service/ambulance.	
<b>Cost to Regulate/Enforce Issue:</b>  Hourly wages of paramedics to provide emergency response services to the public. Other costs consist of supplies/equipment used during the emergency response and billing/collection services.	
<b>Does the current fee structure capture the cost? If no, please recommend new fee structure:</b>  <b>No, the following fees are recommended to replace existing fees:</b> Base rate for advance life support -2 \$ 850.00 (ALS-2 = 911 calls life threatening; EKG, cardiac arrest, intubations) Base rate for basic life support – \$725.00 (BLS)=911 Base rate for advanced life support – 1 \$725.00 Medical assessment & treatment without transport \$120.00 plus supplies. Transport fee is \$12.00 per mile  <b>The following fees will remain the same:</b> Supplies charge is actual costs plus 10% restocking fee.	

**City of Moline**  
**Proposed 2012 Bond Issues**

	<b>Bond Issue</b>	<b>Original PAR Amount</b>	<b>Project</b>	<b>Amount to be issued</b>	<b>Funding Source</b>	<b>Saving</b>	<b>%</b>
<b>Refundings:</b>	2002A	\$20,000,000	Streets/Public Work Bldg	\$3,270,000	CIP	\$167,529	5.083
	2002B	\$3,400,000	1996 TIF Projects	\$1,375,000	TIF #1	\$26,889	2.138
	2002C	\$5,000,000	2002 TIF Projects	\$2,785,000	TIF #1	\$229,796	7.436
	2003	\$9,225,000	Water Plant/Stormwater/Pool	\$6,160,000	Water/Storm/CIP	\$595,881	8.265
	2003A	\$1,800,000	TIF Bass Street Landing	\$1,800,000	TIF #1	\$216,428	10.907
	2003B	\$7,875,000	TIF Bass Street Landing	\$6,875,000	TIF #1	\$535,177	6.888
<b>Refinancing:</b>	2003C	\$2,415,000	One Moline Place	\$1,615,000	TIF #2	n/a	n/a
<b>New Issue:</b>	2012	n/a	Moline Place Phase II	\$2,430,860	TIF #6	n/a	n/a

EXHIBIT "A"

TAX PARCELS NO. 11-64, 11-64-C, 11-68

DEED OF DEDICATION

The Grantor, CITY OF MOLINE, hereby grants, conveys, warrants and dedicates to the Grantee, THE CITY OF MOLINE, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

LEGAL DESCRIPTION AND PLAT ATTACHED

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: PERMANENT UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Donald P. Welvaert, Mayor

By: \_\_\_\_\_  
Donald P. Welvaert, Mayor

\_\_\_\_\_  
City Clerk

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

Approved as to form:

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

Return to Grantee's Address:  
City of Moline  
619 – 16<sup>th</sup> Street  
Moline, IL 61265

EXHIBIT "A"

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF ROCK ISLAND        )

I, \_\_\_\_\_, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **DONALD P. WELVAERT**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in person and acknowledged that he/she signed, and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor, Grantee or Representative

## COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT, effective as of this \_\_\_\_ day of January, 2011, is made by PHILLIPS LOFTS, LLC, an Illinois limited liability company (hereafter referred to as the “Developer”), to BANKORION, an Illinois banking corporation (hereafter referred to as the “Bank”) and hereby consented to and acknowledged by THE CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation (the “City”).

WHEREAS, on June 14, 2011, the Developer and the City entered into a Development Agreement (hereinafter referred to as the “Redevelopment Agreement”), relating to the redevelopment of the real estate commonly known as 1312-1320 5<sup>th</sup> Avenue, Moline, Illinois, and legally described on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), with benefits available under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”); and

WHEREAS, the Developer desires to rehabilitate the existing building on the Real Estate into approximately 2400 square feet of commercial space and 18 two-bedroom apartment units, including improvements to the parking facilities on the Real Estate, all in accordance with the plans and specifications reviewed and approved by the City (the “Project”); and

WHEREAS, the Redevelopment Agreement provides, among other matters, that the City shall reimburse the Developer up to fifteen percent (15.00%) of the eligible redevelopment project costs incurred by the Developer in connection with the construction of the Project pursuant to the terms of the Redevelopment Agreement and the TIF Act; and

WHEREAS, the estimated eligible redevelopment project costs to be incurred by the Developer for the Project are \$1,600,000.00; and

WHEREAS, Bank has agreed to make two loans to the Developer in the aggregate principal amount of \$1,600,000.00 (hereafter collectively referred to as the “Loan”), the proceeds of which shall be used by the Developer for the acquisition, development and construction of the Project; and

WHEREAS, as security and a source of repayment for the Loan, the Developer has agreed to assign all rights to payments under the Redevelopment Agreement to the Bank until such time as all obligations of the Developer to the Bank with respect to the Loan have been satisfied.

NOW, THEREFORE, for and in consideration of the recitals set forth above, to secure the Loan and all other amounts due or to become due under the instruments evidencing the Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby unconditionally assigns and sets over to Bank any and all of its right, title and interest under the Redevelopment Agreement, together with all amendments, addenda, supplements, modifications and extensions thereto, whether made now or hereafter, subject to the terms and conditions hereafter set forth.

1. The recitals set forth in the preambles to this Collateral Assignment are hereby incorporated into this paragraph 1 as if fully set forth herein.

2. The Developer hereby authorizes and directs that until such time as all obligations under the Loan have been satisfied, the City shall pay to the Bank any and all amounts due and owing to the Developer pursuant to the Redevelopment Agreement. In connection therewith, the Developer hereby irrevocably appoints the Bank as the Developer's power of attorney to exercise any or all of the Developer's right in, to and under the Redevelopment Agreement, including but not limited to the right to receive payments from the City, and to do any or all other acts, in the Developer's name or in the Bank's own name, that the Developer could do under such agreement with the same force and effect as if this Collateral Assignment had not been made.

3. This Collateral Assignment shall not be deemed to be an assignment of the Developer's obligations under the Redevelopment Agreement, it being the explicit understanding and agreement of the Developer, the City and the Bank that the Developer shall remain liable to the City, and any other parties interested in any matter whatsoever related to the development of the Real Estate or the Project, for the Developer's non-performance or default under said Redevelopment Agreement. In connection therewith, the Developer agrees to take all steps necessary to comply with and satisfy the terms of the Redevelopment Agreement and to indemnify and hold the Bank harmless from any judgments, claims, demands, costs and expenses, including reasonable attorney's fees, in connection with the Developer's non-performance or default of such agreement.

4. The Developer shall file, in a timely manner and pursuant to the terms of the Redevelopment Agreement, all requests for reimbursement from the City and do all things necessary to seek and receive approval for the reimbursement of redevelopment project costs incurred by the Developer in connection with the Project from the City.

5. The Developer represents and warrants to the Bank as follows:

(a) The Developer, with the consent of the City, has full power and authority to make this Collateral Assignment, notwithstanding any provisions to the contrary in the Redevelopment Agreement.

(b) The Redevelopment Agreement is in full force and effect, there are no defaults thereunder or matters which may give rise to an event of default upon the giving of notice or passage of time.

(c) There are no defenses, rights to setoff or counterclaims with respect to any matters contained in the Redevelopment Agreement and the Developer, upon the construction of the Project in accordance with the plans and specifications approved by the City, will be entitled to the reimbursement of fifteen percent (15%) of the total eligible redevelopment project costs expended in the Project.

(d) Upon the execution of this Collateral Assignment, the Bank will be entitled to receive all payments to be made to the Developer pursuant to the Redevelopment Agreement.

6. The Developer agrees to execute and deliver to Bank any other documents or instruments necessary to satisfy the intent and purposes of this Collateral Assignment and to perfect the assignment made hereby.

7. The Developer shall not further assign the Redevelopment Agreement, or cause any amendment or modification of such agreement, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion.

8. All payments to be made to the Bank pursuant to this Collateral Assignment shall be made to the following address:

BankORION  
Attention: Eric Tagtmeier  
5301 44<sup>th</sup> Avenue Drive  
Moline, IL 61265

The Developer agrees to take such action as shall be necessary to cause the City to issue all such payment directly to the Bank.

9. This Collateral Assignment shall be binding upon and inure to the benefit of the successors, assigns, legal and personal representatives, executors, administrators, heirs and other transferees of the parties hereto. Notwithstanding the foregoing, the Developer shall not assign this Collateral Assignment without the prior written consent of the Bank.

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment by their duly authorized representatives, dated and effective as the date first written above.

PHILLIPS LOFTS, LLC, an Illinois limited liability company

By \_\_\_\_\_  
Mark D. Roemer, Member

BANKORION, an Illinois banking corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

ACKNOWLEDGEMENT AND CONSENT TO COLLATERAL ASSIGNMENT  
BY THE CITY OF MOLINE, ILLINOIS

The undersigned, the duly authorized and acting Mayor of the City of Moline, Illinois, acting under authority granted by the City Council, hereby acknowledges and consents to this Collateral Assignment and agrees to abide by its terms, notwithstanding any provisions to the contrary in the Redevelopment Agreement, and hereby states that, to the best of the City's knowledge, there are no defaults pursuant to the Redevelopment Agreement nor matters which may give rise to an event of default upon the passage of time or the giving of notice. The City of Moline, Illinois further agrees that any payments due to the Developer pursuant to the Redevelopment Agreement, until further notice from Bank, be sent and made payable directly to Bank.

CITY OF MOLINE, ILLINOIS

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

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

Exhibit A

Tract I

Lot 2, excepting the East 7.5 feet thereof in Block 3 of Pitts, Gilbert and Pitts' First Addition to the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded June 30, 1857 in Plat Book 1, page 3; Also the South 10 feet of so much of Fifth Avenue (formerly Henry Street), as lies North of and adjacent to said portion of Lot 2 herein, vacated by Ordinance passed by the City Council of the said City of Moline on April 3, 1876.

AND

Tract II

All of Lot 3 and the East 28 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts' First Addition to City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded June 30, 1857 in Plat Book 1, page 3; Also the South 10 feet of so much of Fifth Avenue (formerly Henry Street) as lies North of and adjacent to said Lots 3 and 4 herein, as vacated by Ordinance passed by the City Council of the said City of Moline on April 3, 1876.



**Local Agency Agreement  
for Federal Participation**

Local Agency City of Moline	State Contract X	Day Labor	Local Contract	RR Force Account
Section 08-00239-00-RP	Fund Type SEC 129	ITEP Number NA		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-152-10	HD-5074(088)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Rivertech Boulevard Route MS 1015 Length 0.70 mile  
 Termini From River Drive to 34<sup>th</sup> Street

Current Jurisdiction City of Moline Existing Structure No NA

**Project Description**

New construction with PCC pavement, curb & gutter and storm sewer. FFY-2008 federal earmark. CE by local forces.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,126,000	( * )		( )		( BAL )	1,126,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	50,000	( * )		( )		( BAL )	50,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 1,176,000</b>		<b>\$</b>		<b>\$</b>		<b>\$ 1,176,000</b>

\*100% SEC 129 funds NTE \$1,176,000.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.  
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.  
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

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

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is \_\_\_\_\_  
conducting business as a Governmental  
Entity.

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

DUNS Number \_\_\_\_\_

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

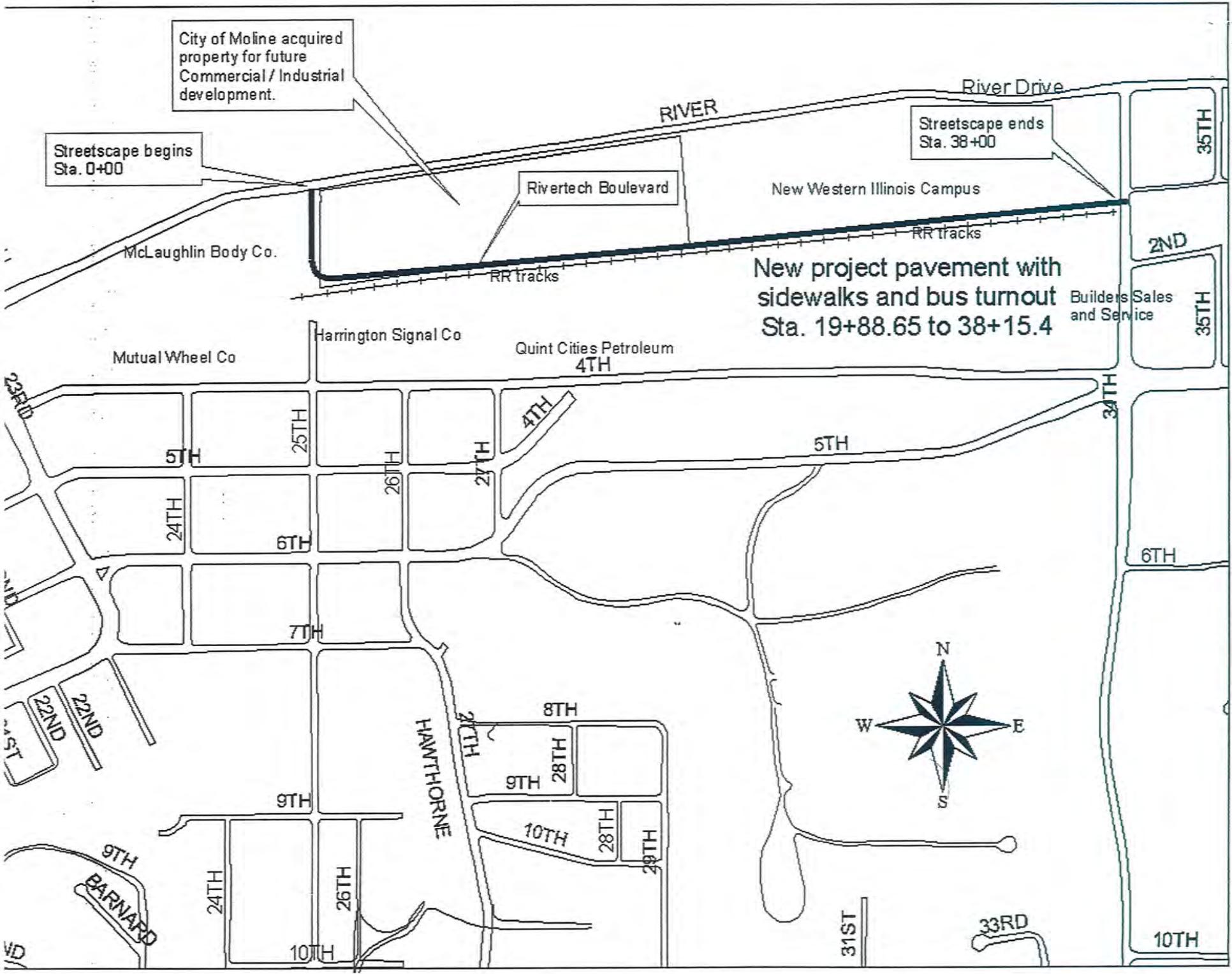
**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

City of Moline acquired property for future Commercial / Industrial development.

Streetscape begins Sta. 0+00

Streetscape ends Sta. 38+00

New project pavement with sidewalks and bus turnout Sta. 19+88.65 to 38+15.4



ADDENDUM NO. 1





# CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: December 13, 2011

11:00 a.m.

Project No.: MFT Section No. 12-00252-00-RP, 16th Street, 12th to 18th Avenue

Langman Construction, Inc.    Walter D. Laud, Inc.    Valley Construction Company    Brandt Construction Co.

ITEM NO.	ITEM	APPROX QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree removal over 15"	202	UNITS	\$15.00	\$3,030.00	\$40.00	\$8,080.00	\$32.00	\$6,464.00	\$36.55	\$7,383.10
2	Stump Removal	96	UNITS	\$10.00	\$960.00	\$3.00	\$288.00	\$10.00	\$960.00	\$12.00	\$1,152.00
3	Geotechnical Fabric	7296	S.Y.	\$0.70	\$5,107.20	\$1.20	\$8,755.20	\$1.20	\$8,755.20	\$1.20	\$8,755.20
4	Seeding Special Complete	1190	S.Y.	\$4.00	\$4,760.00	\$0.50	\$595.00	\$6.28	\$7,473.20	\$6.75	\$8,032.50
5	Incidental HMA Surface	5	TON	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$240.00	\$1,200.00	\$330.00	\$1,650.00
6	Aggregate Base Crs TY C, 6"	6389	S.Y.	\$6.75	\$43,125.75	\$8.50	\$54,306.50	\$9.20	\$58,778.80	\$9.45	\$60,376.05
7	Aggregate Base Crs TY B, 6"	907	S.Y.	\$6.75	\$6,122.25	\$9.00	\$8,163.00	\$9.20	\$8,344.40	\$9.75	\$8,843.25
8	PCC Pvmnt, 8", w/int curb	6857	S.Y.	\$45.00	\$308,565.00	\$42.50	\$291,422.50	\$41.00	\$281,137.00	\$48.50	\$332,564.50
9	PCC Driveway Pavement	211	S.Y.	\$55.00	\$11,605.00	\$62.50	\$13,187.50	\$69.00	\$14,559.00	\$55.15	\$11,636.65
10	PCC Sidewalk, 4"	3722	S.F.	\$5.00	\$18,610.00	\$8.00	\$29,776.00	\$9.50	\$35,359.00	\$6.55	\$24,379.10
11	Class B Patch	27	S.Y.	\$150.00	\$4,050.00	\$70.00	\$1,890.00	\$120.00	\$3,240.00	\$152.50	\$4,117.50
12	Pavement Removal	6837	S.Y.	\$10.00	\$68,370.00	\$11.50	\$78,625.50	\$13.00	\$88,881.00	\$9.00	\$61,533.00
13	Driveway Removal	212	S.Y.	\$10.00	\$2,120.00	\$10.00	\$2,120.00	\$13.00	\$2,756.00	\$19.00	\$4,028.00
14	Sidewalk Removal	3805	S.F.	\$1.00	\$3,805.00	\$1.00	\$3,805.00	\$1.00	\$3,805.00	\$1.35	\$5,136.75
15	St. S, TY 1, RCCP CL4, 12"	31	L.F.	\$48.00	\$1,488.00	\$55.00	\$1,705.00	\$62.00	\$1,922.00	\$52.00	\$1,612.00
16	St. S, TY2, RCCP CL2, 12"	313	L.F.	\$48.00	\$15,024.00	\$55.00	\$17,215.00	\$58.00	\$18,154.00	\$52.00	\$16,276.00
17	Trench Backfill	75	C.Y.	\$20.00	\$1,500.00	\$1.00	\$75.00	\$22.00	\$1,650.00	\$24.50	\$1,837.50
18	Catch Basin Sp No. 2	2	EA	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00	\$3,800.00	\$7,600.00	\$3,635.00	\$7,270.00
19	Inlet Dbl to be adjusted 2	2	EA	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$600.00	\$1,200.00	\$715.00	\$1,430.00
20	Storm Manhole to be adjusted	1	EA	\$300.00	\$300.00	\$400.00	\$400.00	\$340.00	\$340.00	\$490.00	\$490.00
21	Pipe Underdrain Complete	2816	L.F.	\$11.00	\$30,976.00	\$13.25	\$37,312.00	\$14.00	\$39,424.00	\$14.00	\$39,424.00
22	Pipe Underdrain, 4" in St.S. Tr	308	L.F.	\$5.00	\$1,540.00	\$5.00	\$1,540.00	\$2.00	\$616.00	\$35.50	\$10,934.00
23	San Manhole to be adjusted	3	EA	\$300.00	\$900.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$495.00	\$1,485.00
24	Cleanout to be adjusted	1	EA	\$100.00	\$100.00	\$50.00	\$50.00	\$190.00	\$190.00	\$225.00	\$225.00
25	Valve Box to be adjusted	3	EA	\$0.01	\$0.03	\$150.00	\$450.00	\$120.00	\$360.00	\$190.00	\$570.00
26	Curb Box to be adjusted	8	EA	\$0.01	\$0.08	\$75.00	\$600.00	\$120.00	\$960.00	\$190.00	\$1,520.00
27	Valve Vault to be adjusted	5	EA	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$530.00	\$2,650.00
28	Handhole to be adjusted	2	EA	\$100.00	\$200.00	\$850.00	\$1,700.00	\$200.00	\$400.00	\$460.00	\$920.00
29	Tel Manhole to be adjusted	2	EA	\$300.00	\$600.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
30	Paint Pavement marking line, 4"	700	L.F.	\$0.35	\$245.00	\$1.70	\$1,190.00	\$1.60	\$1,120.00	\$1.80	\$1,260.00
31	Paint Pavement marking line, 6"	149	L.F.	\$0.50	\$74.50	\$4.00	\$596.00	\$3.50	\$521.50	\$3.95	\$588.55
32	Paint Pavement marking line, 12"	115	L.F.	\$0.92	\$105.80	\$6.00	\$690.00	\$5.50	\$632.50	\$6.20	\$713.00
33	Paint Pavement marking line, 24"	47	L.F.	\$2.00	\$94.00	\$7.00	\$329.00	\$6.50	\$305.50	\$7.30	\$343.10
34	Traffic Control Complete	1	L. Sum	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$12,300.00	\$12,300.00	\$13,000.00	\$13,000.00
<b>TOTAL:</b>					\$548,377.61		\$581,816.20		\$614,408.10		\$643,135.75