



# MOLINE CITY COUNCIL AGENDA

## Tuesday, January 17, 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.

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

#### APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of January 10, 2012.

#### SECOND READING ORDINANCES

##### 1. Council Bill/General Ordinance 3003-2012

An Ordinance amending Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Table 35-3401.1, “Permitted Land Uses,” and Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES.”

**EXPLANATION:** This amendment to the Zoning Code will create standards for the development and placement of solar and wind energy systems.

**FISCAL IMPACT:** N/A

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

##### 2. Council Bill/Special Ordinance 4001-2012

A Special Ordinance authorizing the Mayor and City Clerk to award certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

**EXPLANATION:** Treatment chemical bids are solicited annually through the Bi-State Joint Purchasing Council. Staff recommends awarding the contracts to the lowest responsive bidders that meet specifications for each treatment chemical. In the case of anionic polymer, cationic polymer, cationic filter aid, powder activated carbon and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency.

**FISCAL IMPACT:** Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

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

## **RESOLUTIONS**

### **3. Council Bill/Resolution 1118-2012**

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2012 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and amplified sound during 2012 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street landing Plaza; 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays and Parking Lot U; and; amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

**EXPLANATION:** This resolution seeks to streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee.

**FISCAL IMPACT:** N/A

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

### **4. Council Bill/Resolution 1119-2012**

A Resolution approving a Letter of Understanding with the Illinois Department of Transportation related to I-74 Ramp Improvements.

**EXPLANATION:** The Illinois Department of Transportation (IDOT) will make improvements to the northbound I-74 to westbound John Deere Road (JDR) ramp during the 2012 construction season. The improvements will require the closure of the ramp for approximately four weeks. During this closure, IDOT proposes to detour northbound I-74 traffic to the Avenue of the Cities (AOC) exit, west across the AOC bridge, then south on I-74 to the westbound JDR ramp. Since the AOC bridge is under the City of Moline's jurisdiction, IDOT needs the City's concurrence to proceed with the proposed detour route. The Letter of Understanding proposes the detour route and states that IDOT will make any repairs necessary due to the detour traffic.

**FISCAL IMPACT:** N/A

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

### **5. Council Bill/Resolution 1120-2012**

A Resolution authorizing approval of Agreements PPM-11101 and TA-11099 in the combined amount of \$185,850.00 with Total Maintenance Inc., Bettendorf, Iowa for preventative maintenance and service coverage for the Police Station HVAC mechanicals for the period of January 1, 2012 through October 31, 2014.

**EXPLANATION:** The Police Station is currently without facility-wide preventative maintenance and service coverage. This work had been done previously under a \$90,000.00 agreement with Tri-City Electric that expired on December 31, 2011. The work is currently being done on a time and materials basis by a variety of contractors. Total Maintenance Inc. will provide for HVAC Total Coverage Maintenance, providing both preventative maintenance and replacement of covered components and wear parts and Premium Programmed Maintenance, providing other required preventative maintenance inspections for a period concurrent with existing TMI contracts, beginning January 1, 2012 and ending October 31, 2014.

**FISCAL IMPACT:** Currently \$90,000.00 is budgeted for preventative maintenance service contracts in the 2012 budget. This agreement will save the City \$24,408.00 each year on the base service contracts alone and will result in additional savings from the premier service included under the Total Coverage Maintenance program. Savings over the two-year and ten-month contract will exceed \$61,722.24.

Contract TA-11099	\$43,608.00	2012 Cost	\$65,592.00
Contract PPM-11101	<u>21,984.00</u>	2013 Cost	65,592.00
Total Annual Cost:	\$65,592.00	2014 Cost	<u>54,662.00</u> (10 months)
		Total Cost	\$185,850.00

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

**6. Council Bill/Resolution 1121-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company to install fiber optic cable in right-of-way from 1810 5<sup>th</sup> Avenue to 19<sup>th</sup> Street, then one block south to 6<sup>th</sup> Avenue, then three blocks west to 16<sup>th</sup> Street, then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall), then south to 7<sup>th</sup> Avenue, and then one and a half blocks east to 1720 6<sup>th</sup> Avenue.

**EXPLANATION:** CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company to install fiber optic cable in right-of-way wishes to install fiber-optic facilities in right-of-way. The applicant proposes to connect the AT&T Central Office at 1720 6<sup>th</sup> Avenue to two existing fiber-optic cable access points. The installation will originate from the aerial access point at 1810 5<sup>th</sup> Avenue, travel through existing underground ducts to 19<sup>th</sup> Street, a block south to 6<sup>th</sup> Avenue, three blocks west to 16<sup>th</sup> Street, and then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall). From City Hall, south to 7<sup>th</sup> Avenue and one and a half blocks east to the AT&T location, the applicant will install a new duct underground as there is not an existing duct to utilize. Please see the attachments for a map showing the proposed locations. The applicant has been informed that because 6<sup>th</sup> Avenue is State right-of-way they must obtain approval from the Illinois Department of Transportation in addition to the City of Moline.

**FISCAL IMPACT:** \$560 application fee and \$30 annual fee to the City

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

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

**7. Council Bill/Special Ordinance 4002-2012**

A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications.

**EXPLANATION:** State statute requires a municipality to authorize catering of food and alcohol at events that take place on municipal property. In an effort to streamline the coordination of special events, and to provide efficient customer service, staff requests this approval for 2012 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

**FISCAL IMPACT:** N/A

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

**8. Council Bill/Special Ordinance 4003-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 28, 2012.

**EXPLANATION:** Bier Stube is holding this annual outdoor event.

**FISCAL IMPACT:** N/A

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

**9. Council Bill/Special Ordinance 4004-2012**

A Special Ordinance repealing Special Ordinance No. 4004-2011 which declared the prevailing rate of wages to be paid workers on public works projects, and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

**EXPLANATION:** State statute requires the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4004-2011 which declared the prevailing wages for 2011.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** File with the Secretary of State and Department of Labor.

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

# City Council and Committee Meetings Schedule January 16-20, 2012

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

COMMITTEE	DAY	DATE	TIME	LOCATION
Moline Centre Main Street Commission	Monday	January 16	4:00 p.m.	City Hall Committee-of-the-Whole – 2 <sup>nd</sup> Floor 619-16 <sup>th</sup> Street
Committee-of-the-Whole with City Council immediately following	Tuesday	January 17	6:30 p.m.	City Hall Council Chambers-2 <sup>nd</sup> Floor 619-16 <sup>th</sup> Street
Keep Moline Beautiful Commission Rescheduled from January 12	Thursday	January 19	4:30 p.m.	Public Works Building Large Conference Room 3635-4 <sup>th</sup> Avenue

*The next regularly scheduled City Council meeting will be January 24, 2012.*

Council Bill/General Ordinance No. 3003-2012

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

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Table 35-3401.1, “Permitted Land Uses”, and Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES.”

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WHEREAS, this Council has perceived that the Zoning and Land Development Code could better reflect the City’s development-related goals and objectives by adopting new provisions for accessory utility land uses; and

WHEREAS, this Council desires to promote the safe, effective, and creative use of renewable energy technologies which will improve our livable environment by reducing pollution and local dependence on nonrenewable fossil fuels; and

WHEREAS, this Council desires to support the design and placement of freestanding and building-integrated renewable energy systems while minimizing impacts to Moline residents, businesses, and property owners; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after multiple public hearings upon due notice and input from local technical experts, and which is the result of many months of research by staff and a subcommittee of the Plan Commission.

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

**Section 1** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Section 35-3401, “REGULATION OF ALLOWED USES,” is hereby amended by adding three (3) new rows to include land use designations for Attached Solar Energy System, Freestanding Solar Energy System, and Wind Energy Systems as new subsections (1), (2), and (3) respectively, set forth under “Accessory Transportation & Utility Land Uses” of Table 35-3401.1, “Permitted Land Uses”, which shall read as follows:

“ **Table 35-3401.1**

														Type of Land Use
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
														<b>Accessory Transportation &amp; Utility Land Uses (See Sec. 35-3415)</b>
P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Solar Energy System, Attached
P	P	P	P	P	P	P	P	P	P	P	P	P	P	(2) Solar Energy System, Freestanding
S	S					S			S	S	S	P	P	(3) Wind Energy System
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
P= Permitted Use														S= Special Use
														I= Infill Residential Development (see Sec. 35-3211)

**Section 2** – Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES” is hereby amended by repealing said Section in its entirety and enacting in lieu thereof one new Section 35-3415 related to the same subject matter, which shall read as follows:

**“SEC. 35-3415. ACCESSORY TRANSPORTATION AND UTILITY LAND USES.**

Transportation and utility accessory uses are those which are incidental and subordinate to, and serving, the principal use. Generally, any principle transportation and utility use permitted by right within the applicable zoning district may, upon review and approval of the zoning administrator, be permitted as an accessory use. Transportation and utility uses that require special use approval as a principal use in the applicable zoning district shall also require special use approval prior to establishment as an accessory use. Additionally, the City of Moline wishes to allow the safe, effective, and efficient use of renewable energy systems which will reduce pollution and dependence on nonrenewable energy resources. The following provide specific standards for accessory utility uses permitted by right or by special use permit within the applicable zoning districts.

- (1) **SOLAR ENERGY SYSTEM, ATTACHED.** Description: An assembly of components which captures radiant energy from the sun to provide heat, electricity, or other usable form of converted energy to onsite buildings and structures. Attached solar energy systems typically consist of an array of solar cells, photovoltaic panels, and/or thermal collectors mounted to a building, and also include inverters, batteries, and interconnection wiring.

a. **Regulations:**

1. Shall be mounted on a principal or major accessory structure.
2. Shall be isolated or screened so as not to be visible from any adjacent street. The appearance of screens shall be coordinated with and integral to the building and site to maintain a unified appearance. If solar access mandates a system to be visible from a street, the system shall integrate into the architectural design of the building by means of height, angle, placement, and/or use of innovative materials.
3. Shall not project more than 5 feet above the attached roof surface.
4. Shall not project more than 18 inches from the attached building wall or roof edge unless demonstrated, to the satisfaction of the Zoning Administrator, that the proposed installation will integrate into the design of the building and will not project into a minimum yard setback.
5. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
6. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

b. **Uses similar from ILOCUZC:**

1. n/a.

- (2) **SOLAR ENERGY SYSTEM, FREESTANDING.** Description: An assembly of components which captures radiant energy from the sun to provide heat, electricity, or other usable form of converted energy to onsite buildings and structures. Freestanding solar energy systems typically consist of an array of solar cells, photovoltaic panels, and/or thermal collectors mounted to the ground or a pole or similar support structure, or a minor accessory structure, and also include inverters, batteries, and interconnection wiring. This description shall exclude solar panels on lawful traffic control equipment and also exclude solar panels up to 18 square feet in size on standalone devices such as signs, lighting, security equipment, or emergency telephones, provided that such devices comply with all other applicable codes and regulations.

a. **Regulations:**

1. In residential zoning districts, shall be limited to one (1) system per lot with a maximum overall height of 15 feet and a maximum array size of 240 square feet.
2. In non-residential and resource zoning districts multiple systems are allowed, however, each system shall have a maximum overall height of 15 feet.
3. Shall meet accessory structure setbacks established in Article III for the applicable zoning district. In residential districts, shall be located behind the principal structure, opposite the street, or in a rear yard.
4. Shall be secured from climbing and unauthorized access.
5. Shall meet mechanical equipment screening requirements at Sec. 35-5502, or demonstrate to the satisfaction of the Zoning Administrator that a fully-screened installation will unreasonably limit solar access and screening will be provided to the maximum extent practicable.
6. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.

7. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

b. **Uses similar from ILQCUZC:**

1. n/a.

(3) **WIND ENERGY SYSTEM.** Description: An assembly of components which converts the kinetic energy in wind into usable electrical, mechanical, or thermal energy, consisting of a single wind turbine, a tower or mounting, and associated control equipment. May be installed on a principal or accessory structure (building-mounted) or installed on a tower or support structure (freestanding).

a. **Regulations:**

1. Shall incorporate a low-profile design with a maximum operating width or rotor diameter of 12 feet for any turbine.
2. A freestanding system shall have a maximum overall system height of 80 feet measured from the lowest grade at the base of the mounting structure to the highest point of the system, except where adjacent to a residential zoning district the system shall have a maximum overall height of 60 feet. A building-mounted system shall also meet these height limits or may extend 20 feet above the highest point of the roof structure, whichever is greater.
3. Freestanding systems shall be set back from all property lines a minimum distance equal to 1.1 times the overall system height. Building-mounted systems shall be set back 1.5 times the minimum principal structure setback or 10 feet, whichever is greater.
4. Shall have a minimum clearance of 20 feet from grade to any moving component.
5. Shall be secured from climbing and unauthorized access.
6. Any freestanding system shall be mounted on a self-supporting monopole tower. Lattice or guyed towers shall not be utilized. Tower and exposed system components shall be non-reflective white, gray, or a similar neutral color as approved by the Zoning Administrator.
7. Shall display no unlawful signs.
8. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
9. Each lot shall be allowed one system with a single operating turbine, regardless of mounting or installation type. Multiple turbine systems may be allowed with approval of a Special Use Permit where an applicant demonstrates that the installations will integrate into the architectural design of the building or site and will minimize visual and nuisance impacts to adjoining properties.
10. Shall not exceed noise standards at Sec. 35-5409, measured at the property line.
11. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

12. Any wind energy system which is inoperable or abandoned for a period of 12 consecutive months must be repaired or removed within 90 days following notice from the Zoning Administrator.

b. **Uses similar from ILOCUZC:**

1. n/a.

”

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

\_\_\_\_\_

WHEREAS, bids were received for various treatment chemicals through the Bi-State Regional Commission, to be used by the Water Division and Water Pollution Control Division; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded as follows to the lowest responsive bidders meeting the specifications:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,580.00/ton.
2. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$423.00/ton.
3. Chlorine (Sodium Hypochlorite) to K. A. Steel Chemicals, Inc., 15185 Main Street, Lemont, Illinois 60439. Price \$0.69/gallon.
4. Hydrofluorosilic Acid to Key Chemical, Inc., 9503 Dovewood Place, Waxhaw, North Carolina 28173. Price \$569.00/ton.
5. Lime to Mississippi Lime Co., 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$159.50/ton.
6. Liquid Carbon Dioxide to Continental Carbonic Products, 3985 East Harrison Avenue, Decatur, Illinois 62526. Price \$66.00/ton.
7. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 3211 Clinton Parkway Court, Lawrence, Kansas 66047. Price \$190.40/ton.
8. Potassium Permanganate to Viking Chemical., PO Box 1595, Rockford, Illinois 61110. Price \$3,980.00/ton.; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
2. Cationic Polymer to Ashland Specialty Chemical, 1500 Pincroft Road, Suite 300, Greensboro, North Carolina 27407.
3. Cationic Filter Aid to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
4. Powder Activated Carbon to MWV Specialty Chemicals, 5255 Virginia Avenue, North Charleston, South Carolina 29406.
5. Sodium Polyphosphate to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.

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

Section 1. That contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and that the Mayor and City Clerk are hereby authorized and directed to execute the necessary contracts; provided said contracts are substantially similar in form and content to group Exhibit "A" attached hereto and incorporated herein by this reference thereto and have been approved as to form by the City Attorney.

Section 2. That this Special Ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

**Water Treatment Chemicals – October 27, 2011 - Bid opening**

<b>SUPPLIER</b>	<b>COST PER UNIT</b>	<b>TOTAL</b>
<b>1. Aluminum Sulfate (Alum) - Bulk tank truck</b>		
USALCO	\$470.60/dry ton	\$611,780.00
General Chemical Performance Products, LLC	\$548.00/dry ton	\$712,400.00
Thatcher Company of Montana	\$549.00/dry ton	\$713,700.00
<b>2. Anhydrous Ammonia - Bulk tank truck</b>		
Tanner Industries, Inc.	\$.79/lb	\$65,570.00
<b>3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck</b>		
Unifilt Corporation	\$432.5151/ton – Truckload = 23 tons	\$9,947.85
<b>4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags</b>		
Unifilt Corporation	\$.2405/lb	\$6,253.00
<b>5. Caustic Soda - bulk tank truck</b>		
K.A. Steel Chemicals, Inc.	\$561.42 – price based on min. 3,500 gal deliveries of Coustic D/C 50%	\$171,233.10
Rowell Chemical Corporation	\$675.00/dry ton	\$205,875.00
Vertex Chemical Corporation	\$700.00/dry ton firm for 2012 or \$600.00/dry ton – firm 1/1/12 – 3/31/12 with quarterly revisions up or down based on documented market conditions	\$213,500.00
<b>6. Activated Carbon - bulk truck in loads of 30,000 pounds</b>		
Thatcher Company of Montana	\$.586/lb – minimum order: 15 tons	\$70,320.00
Jacobi Carbon, Inc.	\$.66 USD/lb	\$79,200.00
Norit Americas, Inc.	\$.68 Pac 20BF	\$81,600.00
Calgon Carbon Corporation	\$.70/lb	\$84,000.00
MeadWestVaco – MWV Specialty Chemicals	\$.71/lb – Aqua Nuchar	\$85,200.00
Standard Purification	\$.7685/lb	\$92,220.00
<b>7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift</b>		
Thatcher Company of Montana	\$.527/lb – minimum order: 15 tons	\$31,620.00
F2 Industries, LLC	\$1,132.00/ton	\$33,960.00
Jacobi Carbon, Inc.	\$1,360.00 USD/ton	\$40,800.00
Norit Americas, Inc.	\$1,360.00 PAC 20BF	\$40,800.00
Calgon Carbon Corporation	\$1,400.00/ton	\$42,000.00
Standard Purification	\$1,433.00/ton	\$42,996.00
Harcros Chemicals, Inc.	\$2,080.00/ton	\$62,400.00

<b>8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.</b>		
Jacobi Carbon, Inc.	\$.66/lb	\$99,000.00
Calgon Carbon Corporation	\$.70/lb	\$105,000.00
MeadWestVaco – MWV Specialty Chemicals	\$.74/lb – Aqua Nuchar	\$111,000.00
Norit Americas, Inc.	\$.745 PAC 20BF	\$111,750.00
Standard Purification	\$.8295/lb	\$124,425.00
<b>9. Chlorine (Gas) 150 lb. Cylinders</b>		
Viking Chemical Company	\$.407/lb - \$61.50/cyl – No E. Moline	\$14,774.10
Brenntag Mid-South, Inc.	\$.49 – no delivery/sales to E. Moline Pool	\$14,883.00
Hawkins, Inc.	\$.44/lb	\$15,972.00
Harcros Chemicals, Inc.	\$.453/lb	\$16,443.90
Pristine Water Solutions	\$.477/lb	\$17,315.10
<b>10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads</b>		
K.A. Steel Chemicals, Inc.	\$.69/gal – Price based on min. 4,500 gal. deliveries of sodium hypochlorite 15%	\$134,550.00
Vertex Chemical Corporation	\$.749/gal	\$146,055.00
Rowell Chemical Corporation	\$.82/gal	\$159,900.00
Alexander Chemical Corporation	\$.89/gal – minimum shipment 45,000 lbs	\$173,550.00
<b>11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders</b>		
Brenntag Mid-South, Inc.	\$423.00/ton	\$80,793.00
Harcros Chemicals, Inc.	\$450.00/ton	\$85,950.00
Viking Chemical Company	\$500.00/ton	\$95,500.00
Alexander Chemical Corporation	\$690.00 – minimum shipment 6 tons	\$131,790.00
<b>12. Citric Acid - lots of 5-10, 100 lb. bags</b>		
Viking Chemical Company	\$54.50/bag – 50 lb bags	\$2,834.00
Harcros Chemicals, Inc.	\$1.15/lb	\$2,990.00
Brenntag Mid-South, Inc.	\$1.22/lb	\$3,172.00
Hawkins, Inc.	\$1.27/lb	\$3,302.00
<b>13. Copper Sulfate - lots of 20-30, 50 lb. bags</b>		
Chemrite, Inc.	\$1.69/lb	\$10,309.00
Harcros Chemicals, Inc.	\$1.95/lb	\$11,895.00
Brenntag Mid-South, Inc.	\$2.32/lb	\$14,152.00

<b>14. Hydrofluosilicic Acid - bulk tank truck</b>		
Pencco, Inc.	\$.319/lb – full truck loads (4,500 gal) only Rock Island & Moline. 23% adjusted basis	\$25,839.00
Hawkins, Inc.	\$.395/lb – East Moline	\$29,625.00
Viking Chemical Company	\$.405/lb – mini bulk only to E. Moline	\$30,375.00
Key Chemical, Inc.	\$.2845/lb – Moline & Rock Island only – pricing based on 23% basis. Quantity will be adjusted due to strength	\$44,808.75
Hawkins, Inc.	\$.357/lb – Rock Island & Moline	\$56,227.00
Viking Chemical Company	\$.405/lb – full tanks to Rock Island & Moline.	\$63,787.50
Alexander Chemical Corporation	\$.29/lb – minimum shipment 45,000 lbs	\$67,425.00
Mosaic Crop Nutrition, LLC	\$.2975/lb – Moline & Rock Island only – price based on 23% acidity adjusted basis. 40,000 lb minimum releases	\$69,168.75
Pristine Water Solutions	\$.398/lb	\$92,535.00
<b>15. Hydrofluosilicic Acid - 15 gallon buckets</b>		
Hawkins, Inc.	\$.44/lb or \$4.50/gal	\$2,497.50
Viking Chemical Company	\$5.00/gal	\$2,775.00
Brenntag Mid-South	\$5.35/gal	\$2,969.25
Harcros Chemicals, Inc.	\$5.96/gal	\$3,307.80
Pristine Water Solutions	\$8.523/gal	\$4,730.26
<b>16. Lime - bulk trucks of 50,000 pound loads</b>		
Mississippi Lime Company	\$159.50/ton	\$151,525.00
Carmeuse Lime, Inc.	\$.091005/lb	\$172,909.50
Lhoist North America/Chemical Lime Co. of MO	\$212.75/ton – additional fuel charge based on rate at shipment applies	\$202,112.50
<b>17. Liquid Carbon Dioxide – Tank Supply</b>		
Continental Carbonic Products, Inc.	\$.033/lb (\$66/ton) – subject to a twenty (20) ton minimum	\$12,375.00
Linde, LLC	\$.035/lb	\$13,125.00
<b>18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads</b>		
Kemira Water Solutions, Inc.	\$.0952/lb	\$27,132.00
General Performance Chemical Products, LLC	\$.119/lb	\$33,915.00

<b>19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums</b>		
Brenntag Mid-South, Inc.	\$.34	\$5,100.00
<b>20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums</b>		
Viking Chemical Corporation	\$1.99/lb	\$7,363.00
Marubeni Specialty Chemicals, Inc.	\$2.17/lb – 55 lb drum	\$8,029.00
Chemrite, Inc.	\$2.35/lb	\$8,695.00
Brenntag Mid-South, Inc.	\$3.17/lb	\$11,729.00
<b>21. Potassium Permanganate – 55lb drum (25Kg pails) with handles</b>		
Viking Chemical Corporation	\$1.99/lb	\$38,655.75
Thatcher Company of Montana	\$2.067/lb	\$40,151.48
Marubeni Specialty Chemicals, Inc.	\$2.12/lb	\$41,181.00
American International Chemical	\$2.15/lb	\$41,763.75
Chemrite, Inc.	\$2.28/lb	\$44,289.00
F2 Industries, LLC	\$2.28/lb	\$44,289.00
Brenntag Mid-South, Inc.	\$3.17/lb	\$61,577.25
Harcros Chemicals, Inc.	\$3.39/lb	\$65,850.75
<b>22. Aqua Mag – 55 gallon drums</b>		
Carus Corporation	\$.65/lb	\$2,445.30
Shannon Chemical Corporation	\$.757/lb	\$2,847.83
Hawkins, Inc.	\$.76/lb – LPC-Amiscure trade name	\$2,859.12
Pristine Water Solutions	\$.780/lb – Aquadene SK-7641	\$2,934.36
Brenntag Mid-South, Inc.	\$.92/lb	\$3,461.04
<b>23. Phosphoric Acid – Bulk tank truck</b>		
Prayon, Inc.	\$.525/lb	\$23,625.00
Hawkins, Inc.	\$.55/lb	\$24,750.00
Harcros Chemicals, Inc.	\$.595/lb	\$26,775.00
Shannon Chemical Corporation	\$.647/lb	\$29,115.00
Carus Corporation	\$.655/lb	\$29,475.00
Rowell Chemical Corporation	\$.68/lb	\$30,600.00
Brenntag Mid-South, Inc.	\$.69/lb	\$31,050.00
Pristine Water Solutions	\$.695/lb – Aquadene SK7612	\$31,275.00

**No Bids**

1. JCI Jones Chemical, Inc.
2. Linwood Mining
3. Nalco Company
4. Praxair
5. Solvay Fluorides

**Water Chemical Bid Opening – October 27, 2011**

11/30/11

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

A RESOLUTION

AUTHORIZING                    The Mayor and City Clerk to execute Licensing Agreements for 2012 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and

AUTHORIZING                    Amplified sound during 2012 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street Landing Plaza; and

AUTHORIZING                    Amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays on City Property known as Parking Lot U; and

AUTHORIZING                    Amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

\_\_\_\_\_

WHEREAS, it is the desire of staff to streamline the coordination process and provide efficient customer service by approving this procedure.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, Licensing Agreements for 2012 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; provided, however, said Agreements are substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and have been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2012 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street Landing Plaza.

Council Bill/Resolution No. 1118 -2012

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

Page 2 of 2

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sunday through Thursdays and 11:00 p.m. Fridays and Saturdays on City Property known as Parking Lot U.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sunday through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

January 17, 2012

Date

Passed: January 17, 2012

Approved: January 24, 2012

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

City Clerk

Approved as to Form:

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

LICENSEE:            *2012 Special Event*

LICENSING AGREEMENT

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

The LICENSEE is *2012 Special Event* hereinafter called the LICENSEE.

PREMISES:                            *Public right-of-way or council adopted street closure*

USE:                    LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the festival/parade/race event.

INTEREST                    LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2012 Special Event*.

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 proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM:                    *The term of this Licensing Agreement is from:*

*date and time of Council approved street closure or use of City Property (Bass Street, Historic Block Courtyard, or Parking Lots J, M, N, P, T, U, W and Y.)*

FEE:                    The usage charge is waived.

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. The LICENSEE shall procure, at its own expense, an Insurance Policy 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 and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$\_\_\_\_\_, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of

Ordinances.

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 property on the premises shall become the property of the CITY - at the CITY' s option.

Any 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:

CITY OF MOLINE, ILLINOIS:

\_\_\_\_\_  
*2012 Special Event Coordinator*

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

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

Address and Telephone:

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

\_\_\_\_\_

\_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_  
Law Director

Council Bill/Resolution No.: 1119-2012

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

A RESOLUTION

APPROVING a Letter of Understanding with the Illinois Department of Transportation related to I-74 Ramp Improvements.

\_\_\_\_\_

WHEREAS, the Illinois Department of Transportation (IDOT) will make improvements to the northbound I-74 to westbound John Deere Road (JDR) ramp during the 2012 construction seasons; and

WHEREAS, the improvements will require the closure of the ramp for approximately four weeks and IDOT proposes to detour northbound I-74 traffic to the Avenue of the Cities (AOC) exit, west across the AOC bridge, then south on I-74 to the westbound JDR ramp; and

WHEREAS, the AOC bridge is under the City of Moline's jurisdiction, IDOT needs the City's concurrence to proceed with the proposed detour route and the Letter of Understanding proposes said route and states that IDOT will make any repairs necessary due to the detour traffic.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve a Letter of Understanding with the Illinois Department of Transportation related to I-74 Ramp Improvements; provided, however, that said letter is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
January 17, 2012  
Date

Passed: January 17, 2012

Approved: January 24, 2012

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

Approved as to form:

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



# Illinois Department of Transportation

Division of Highways / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois / 61021-3500  
Telephone 815/284-2271

PROGRAM DEVELOPMENT  
Project Support – Letter of Understanding  
FAI Route 74 (Interstate 74)  
Section (81-2HB-1)M  
Rock Island County, Job No. C-92-054-12  
Contract No. 64H71  
Agreement No. LU-2-12-028

**RECEIVED**

DEC 14 2011

CITY CLERK'S OFFICE

December 9, 2011

Honorable Don Welvaert  
Mayor of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

Dear Mayor Welvaert:

The Illinois Department of Transportation has prepared contract plans for bridge repairs on the structures carrying Illinois Route 5 over Interstate Route 74 in Moline (structure numbers 081-0097 and 081-0098). This project is tentatively scheduled for the April 27, 2012 contract letting.

For approximately four weeks during construction the northbound Interstate Route 74 ramp to westbound Illinois Route 5 will need to be closed. The department proposes to detour traffic northbound on Interstate Route 74 to Avenue of the Cities (23<sup>rd</sup> Avenue) and direct traffic to enter Interstate Route 74 southbound to access Illinois Route 5 westbound. The department will be responsible for all signing and barricades required for the detour.

The department's records indicate that Avenue of the Cities (23<sup>rd</sup> Avenue) is under the city's jurisdiction at its intersection with Interstate Route 74. Prior to the department marking the detour, a field inspection will be held by city and department representatives to review the present condition of the portion of Avenue of the Cities (23<sup>rd</sup> Avenue) to be utilized for the detour and department construction representatives will prepare a video tape. Upon the department removing the marked detour, an inspection will again be held to determine any needed repairs or restoration. Any repairs or restoration will be at the department's expense.

All covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged. Any costs involved with the relocation of city owned

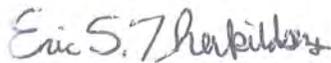
Mayor Don Welvaert  
December 9, 2011  
Page Two

utilities (water, sewer, streetlights, etc.) that are in conflict with the department's improvement project shall be relocated at the cost of the city of Moline. The Department of Transportation will assume all other costs for construction and engineering.

Your acceptance of this letter of understanding shall be considered as your approval of all terms described herein. There are two copies of this letter enclosed. One copy is to be signed by you and returned to this office. The other copy may be retained for your files.

If you should have any questions, please contact Mr. Mahmoud Etemadi of this office at (815)284-5393.

Sincerely,



Eric S. Therkildsen, P.E.  
Acting Deputy Director of Highways,  
Region Two Engineer

APPROVED:

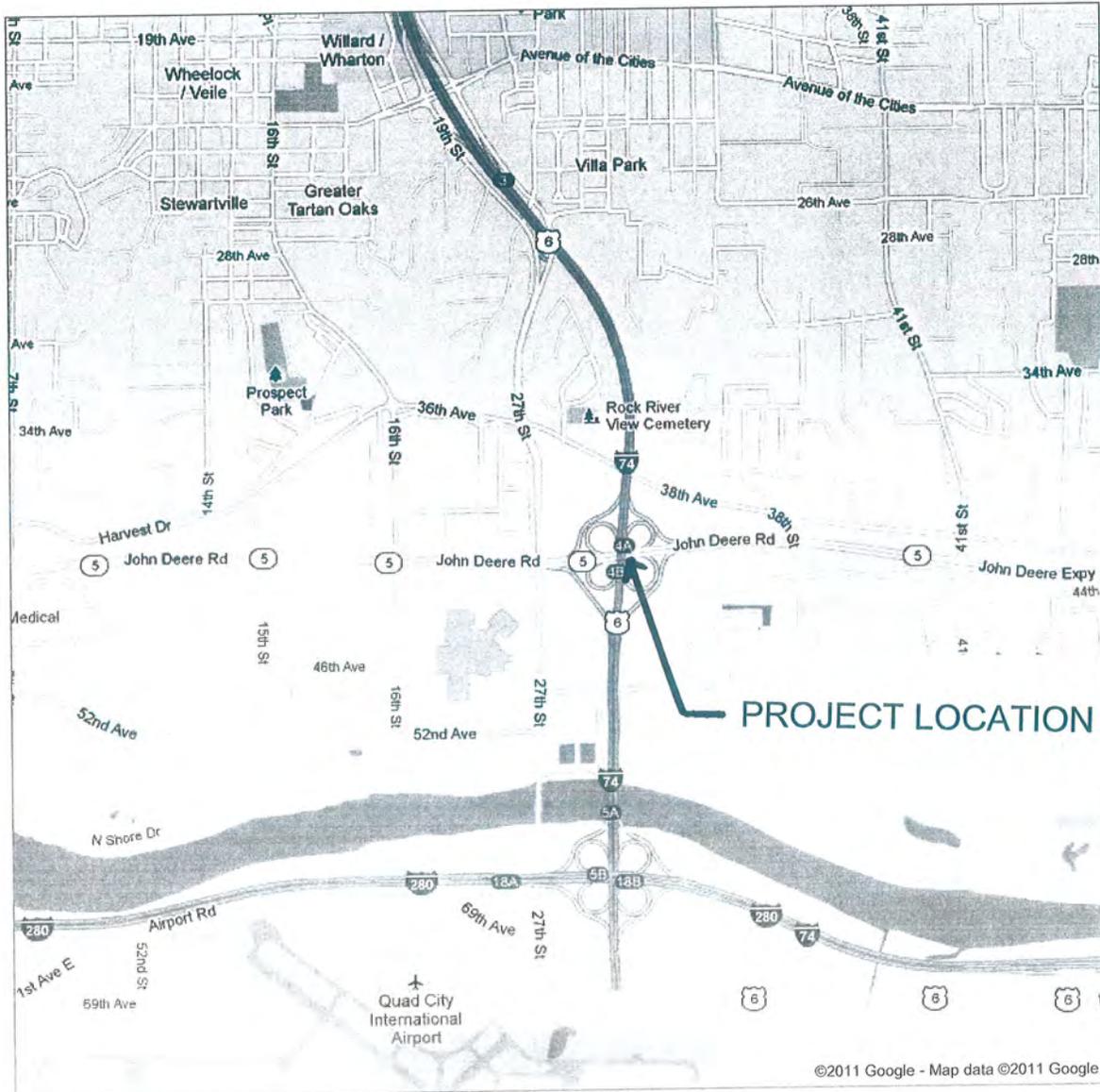
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Don Welvaert  
Mayor of Moline

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

Attachment  
c: Scott Hinton, City Engineer  
LM.let.und.moline.LU-2-12-028

# LOCATION MAP CITY OF MOLINE



FAI ROUTE 74 (INTERSTATE 74)  
SECTION (81-2HB-1)M  
ROCK ISLAND COUNTY  
JOB NO. C-92-054-12  
CONTRACT NO. 64H71

FOR INDEX OF SHEETS, SEE SHEET NO. 2  
 FOR STATE STANDARDS, SEE SHEET NO. 2

PROJECT LOCATED IN THE  
 CITY OF MOLINE

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
**PROPOSED  
 HIGHWAY PLANS**  
 FAP 74 & JOHN DEERE ROAD  
 S.N. 081-0097 & S.N. 081-0098 OVER I-74  
 BRIDGE REHABILITATION  
 SECTION (81-2HB-1)M  
 ROCK ISLAND COUNTY  
 C-92-054-12

P.L.D. SHEET	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
74	81-2HB-2JM	ROCK ISLAND	1	1
D.L.D.S. CONTRACT NO.			64H71	

D-92-045-12



STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS

SUBMITTED \_\_\_\_\_ 28 \_\_\_\_\_

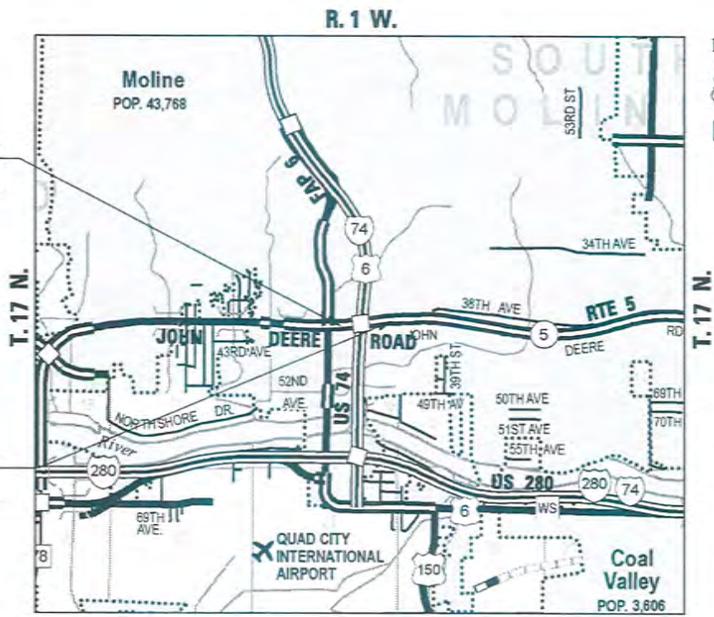
DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER  
 \_\_\_\_\_ 28 \_\_\_\_\_

ENGINEER OF DESIGN AND ENVIRONMENT  
 \_\_\_\_\_ 28 \_\_\_\_\_

DIRECTOR OF HIGHWAYS, CHIEF ENGINEER



BURINDER S. SACHDEVA, P.E.  
 EXPW-11-30-2011



BEGIN PROJECT  
 STA. 84+60

END PROJECT  
 STA. 87+60



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.  
 JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS  
 1-800-892-0123  
 OR 811

PROJECT MANAGER : MAHMOUD ETEMADI (815) 284-5393

**MOLINE TOWNSHIP**  
 NOT TO SCALE  
 GROSS LENGTH OF PROJECT = 320 LIN. FT.  
 NET LENGTH OF PROJECT = 320 LIN. FT.

CONTRACT NO. 64H71

**CR & A**  
 CHRISTIAN-ROGE & ASSOCIATES, INC.  
 ENGINEERS - PLANNERS - SURVEYORS  
 211 W. WACKER DRIVE CHICAGO, IL 60606  
 TELEPHONE: 312-372-2323

**PRINTED BY THE AUTHORITY  
 OF THE STATE OF ILLINOIS**

Council Bill/Resolution No. 1120-2012  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of Agreements PPM-11101 and TA-11099 in the combined amount of \$185,850.00 with Total Maintenance Inc., Bettendorf, Iowa for preventative maintenance and service coverage for the Police Station HVAC mechanicals for the period of January 1, 2012 through October 31, 2014.

\_\_\_\_\_  
WHEREAS, the Police Station is currently without facility-wide preventative maintenance and service coverage; and

WHEREAS, Total Maintenance Inc. will provide total coverage maintenance and premium programmed maintenance on the Police Station HVAC mechanicals.

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

That the City Council finds it in the best interest of the City of Moline to authorize approval of Agreements PPM-11101 and TA-11099 in the combined amount of \$185,850.00 with Total Maintenance Inc., Bettendorf, Iowa for preventative maintenance and service coverage for the Police Station HVAC mechanicals for the period of January 1, 2012 through October 31, 2014; provided, however, that said agreements are substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
January 17, 2012

Date

Passed: January 17, 2012

Approved: January 24, 2012

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

APPROVED AS TO FORM:

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



*Proposal for: City of Moline  
Police Department*

*PPM-11101*

*Premium Programmed Maintenance Agreement*

**By and Between:**

**"TMI"**

**Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855**

**"Client"**

**City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265  
Doug House 524-2401**

**Services will be provided at the following location:**

**Moline Police Department  
1640 – 6<sup>th</sup> Avenue  
Moline, IL 61265**

**Prepared by: Rob Schmit  
December 28, 2011**

**PREVENTIVE MAINTENANCE TO INCLUDE:** Roofing inspections, fire suppression inspections, backflow preventer inspections, alarm inspections, water cooler inspections, electrical inspections and technology(audio/visual) inspections.

**This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.**

## AGREEMENT FOR PERIODIC MAINTENANCE

### MAINTENANCE INSPECTIONS WILL INCLUDE:

- A. Roofing preventive maintenance service **twice per year**.
- B. Wet pipe fire suppression system (**annual**).
- C. **Annual** backflow inspection and preventive maintenance (repairs are not included).
- D. Electric water cooler preventive maintenance **twice per year**.
- E. Electrical preventive maintenance to include:
  - Receptacle preventive maintenance **four times per year**.
  - Switchboard and panel preventive maintenance.
  - Variable Frequency Drive preventive maintenance.
  - Lighting preventive maintenance.
  - Fire alarm preventive maintenance **annually**.
- F. Technology preventive maintenance to include:
  - Audio visual preventive maintenance.
  - Uninterruptable power system preventive maintenance.
  - Access control system preventive maintenance **twice per year**.
  - Parking control equipment preventive maintenance(**annual**).
  - Video surveillance system preventive maintenance.

### TMI SERVICES

TMI will provide periodic maintenance service **annually or as stated above** under this agreement.

### GENERAL PROVISIONS

Normal working hours under this agreement are from 8:00 a.m. to 4:30 p.m. each day, Monday through Friday inclusive except for legal holidays. scheduled work will not be performed during other hours.

If a call other than a scheduled call is made at the request of the customer, it is to be charged at the prevailing hourly service rate plus transportation charges and expenses.

The customer agrees to pay for any parts used or replacement devices required under this Agreement. This Agreement does not include labor or parts for repairs.

The client will provide reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

## **SERVICE DOCUMENTATION**

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

## **LIMITATION OF LIABILITY**

TMI is not responsible for any additional labor, material, expenses, or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including, but not limited to, the storage, handling, recovery and/or recycling of refrigerants, asbestos removal and indoor air quality.

## **ENTIRE AGREEMENT**

TMI SHALL BE REQUIRED TO PERFORM ONLY THE WORK SPECIFIED IN THIS AGREEMENT. THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

## YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of **Twenty-One Thousand Nine Hundred Eighty-Four and No/100 (\$21,984.00/Year)** payable (in advance) upon presentation of an invoice as follows:

Annually       Semi-annually       Quarterly       Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and shall continue through October 31, 2014. This agreement can be extended by mutual agreement of both parties. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI based upon prevailing labor, material and other associated costs.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the PMA.

### Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

CITY OF MOLINE \_\_\_\_\_

TOTAL MAINTENANCE, INC. \_\_\_\_\_

BY \_\_\_\_\_

Print

\_\_\_\_\_

Rob Schmit

BY \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Proposal No.: PPM-11101

**SPECIAL NOTES:**

**Emergency service calls under this agreement are not subject to the preferred hourly rate offered to the City of Moline for heating, air conditioning, plumbing and drain cleaning.**

**DETAILED BREAKDOWN:**

	<u>Subtotal</u>
Video/Technology	\$8,088
Electrical	\$9,720
Fire Alarm	\$768
Sprinkler	\$924
Roofing	\$1,248
Backflow Inspections	\$624
Water Cooler Inspections	\$612
TOTAL:	<u>\$21,984</u>



*Proposal for: City of Moline  
Police Department  
TA-11099*

*Total Coverage Maintenance Agreement*

**By and Between:**

**"TMI"**

**Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855**

**"Client"**

**City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265  
Doug House 524-2401**

**Services will be provided at the following location:**

**Moline Police Department  
1640 – 6<sup>th</sup> Avenue  
Moline, IL 61265**

**Prepared by: Rob Schmit  
December 28, 2011**

**This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.**

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## **1. EXECUTIVE SUMMARY**

Total Maintenance, Inc. (TMI) would like to thank you for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment.

In today's economy, organizations are charged with finding ways to squeeze as much value as possible out of their investments. When facing such challenges, effective strategic decision-making is crucial to meeting these higher standards. TMI is a resource that offers turnkey, integrated mechanical maintenance solutions designed to help meet these goals. TMI is dedicated to identifying, developing and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

TMI is not only one of the best, but also one of the largest locally owned service organizations in the area with the most sophisticated computerized dispatch and maintenance management system available. In addition, our purchasing power helps keep our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for more than 38 years, been able to provide our clients with the best value for their investment dollar.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced energy costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to HVAC/R.

After a careful and thorough survey and review of your mechanical systems, we present the following recommendations for your approval.

Thank you again for your time and effort put toward this matter. We look forward to working with you.

## **2. BENEFITS OF PROGRAMMED MAINTENANCE**

The Total Coverage Maintenance Agreement you are about to review is the optimum choice for Moline Police Department to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. Moline Police Department will derive many benefits from a well-designed and implemented programmed maintenance agreement such as the one we are offering here.

TMI's maintenance programs are designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility overpayment by 5-20% (Possibly more!!)
- Extend the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic and scheduled maintenance tasking services. With this Total Coverage Maintenance Agreement, Moline Police Department will receive the following benefits:

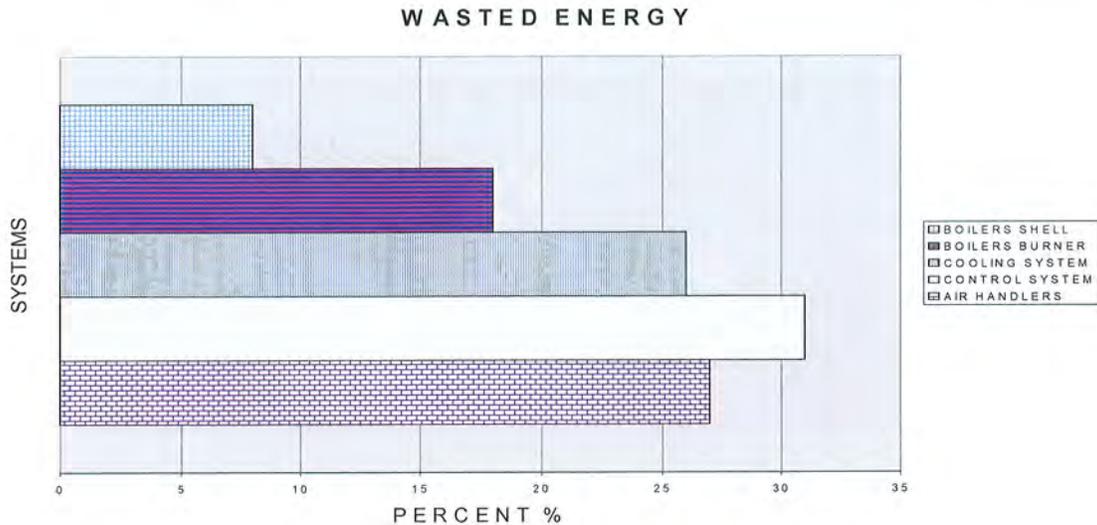
- 2.1 Elimination of Utility Overpayment**
- 2.2 Operating Cost Savings**
- 2.3 Elimination of Expensive Down Time**
- 2.4 Extended Equipment Life**
- 2.5 Improved Indoor Air Quality**
- 2.6 Increased Comfort Control**
- 2.7 Programmed Maintenance**
- 2.8 Engineering Support**
- 2.9 True 24 Hour Emergency Service**
- 2.10 Stabilized Budget**
- 2.11 Single Source Accountability**
- 2.12 Reduced Administrative Time**
- 2.13 Peace of Mind**

**Other:** \_\_\_\_\_

## 2.1 Elimination of Utility Overpayment

Programmed maintenance keeps your building's equipment in peak operating condition, thereby eliminating overpayment to your utility company. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

Without thorough and professional preventive maintenance, your system's performance will deteriorate while energy consumption and your operating costs will increase. **(SEE BELOW)**



BOILERS: Soot build up (1/8"), Burner Efficiency. COOLING SYSTEM: Scale build up (1/8"). CONTROL SYSTEMS: Thermostat malfunction (3°). AIR HANDLERS: Dirty filters and coils. Source: ASHRAE

### PMA SERVICE:

- Cleaning, adjustment, lubrication and calibration of all equipment
- Automatic temperature control service
- Operational analysis of the system
- Cleaning of equipment

### YOUR BENEFITS:

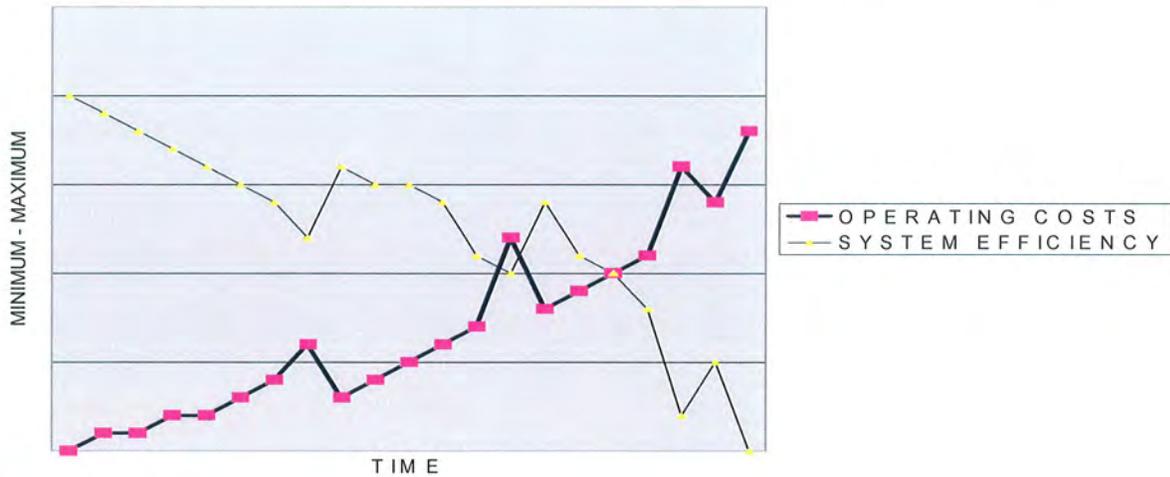
- Reduced system downtime saves you administrative time
- Maintaining equipment protects your investment in the system
- Extended equipment life reduces ownership costs
- Optimum energy consumption eliminates utility overpayment

## 2.2 Operating Cost Saving

Our program will save you money in two ways. First, TMI is part of a national HVAC materials and parts procurement network. Our clients benefit from our ever-growing economies of scale. This aggregated buying power allows us to pass along the lowest possible price and still provide the highest quality and most efficient service possible.

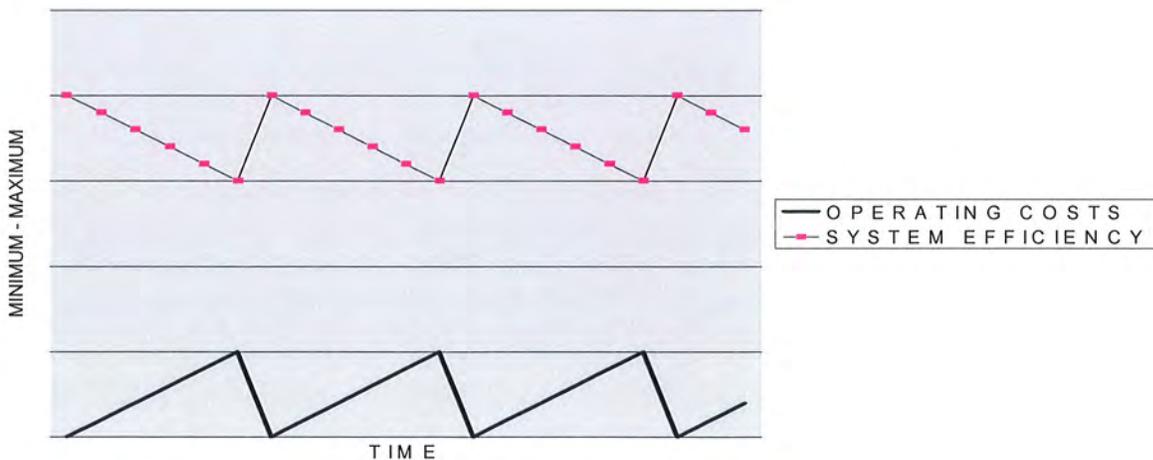
Second, as we implement the maintenance agreement, system efficiency is returned to an optimum level and operating costs and productivity losses are reduced to a minimum.

**Reactive Maintenance...** Operating costs rise and efficiency drops. Your system is heading for early replacement. Your discomfort and problems increase and reliability is non-



existent.

**Proactive Maintenance...** A proactive maintenance program maximizes your system's efficiency. Your operating costs remain level. Your system's life increases. Occupants are kept comfortable.



### **2.3 Elimination of Expensive Down Time**

Proper functioning equipment means money in your pocket. This Programmed Maintenance Agreement provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

### **2.4 Extending Equipment Life**

TMI's Programmed Maintenance Agreement keeps your equipment in optimum condition. This agreement is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

### **2.5 Improved Indoor Air Quality**

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes and comfort control. Our program will help you meet these challenges plus provide an environment that is as healthy as possible.

### **2.6 Increased Comfort Control**

Studies have shown that consistent indoor air comfort goes a long way in providing a happy work place. By including a building's environmental controls into the maintenance agreement, indoor air comfort is maximized therefore maintaining productivity levels at peak performance.

### **2.7 Programmed Maintenance**

TMI takes into account your business and technical requirements when designing a maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements. Computer generated tasking lists, radio dispatching and top notch personnel all work together to ensure the best possible service.

### **2.8 Engineering Support**

This maintenance program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating or ventilation capacity in your facility. As with this and any of our programs, we provide written performance guarantees with all of our engineered solutions.

## **2.9 True 24 Hour Emergency Service**

Our maintenance agreement has continuously proven to reduce emergency or trouble calls. However, when one does occur, you will receive our highest priority response. TMI responds to emergency service or trouble calls 24/7.

## **2.10 Stabilized Budget**

TMI's Programmed Maintenance Agreement provides a single investment that covers all preventative maintenance as well as parts and labor pertaining to any worn, failed, or doubtful components. Our agreement clients have the flexibility of paying monthly, quarterly, or annually.

## **2.11 Single Source Accountability**

TMI offers "one stop shopping" for all of your building's HVAC needs. Our expert staff works with all types of equipment from boilers to rooftop units. Our technicians are familiar with the full range of manufacturer's products including computerized building automation systems. Under the umbrella of our Total Coverage Maintenance Agreement, you would have one source for all of your heating and air conditioning solutions. Single source accountability eliminates issues as to who is responsible for which parts of the HVAC system.

## **2.12 Reduced Administrative Time**

By rolling preventive maintenance, emergency calls, parts and comfort control issues into the Programmed Maintenance Agreement with a single investment amount, other individuals within the building, including tenants, can be empowered to arrange for service calls.

## **2.13 Peace of Mind**

An intangible benefit maintenance agreement clients realize is peace of mind. Heating and air conditioning is something that is rarely thought of when it is working properly. Many of the features of the Programmed Maintenance Agreement are designed to work toward minimizing emergency calls and maximizing indoor air comfort.

### **3. FEATURES OF THE PROGRAMMED MAINTENANCE AGREEMENT**

#### **3.1 Planned Maintenance**

TMI will provide mechanical maintenance service **Twelve(12) times** per year under the PMA. Under the Programmed Maintenance Agreement, TMI will maintain the mechanical system(s) consisting of the components described in Schedule A. We will use trained personnel directly employed or supervised by us. The maintenance tasking procedures, which our technicians precisely follow, are determined by the manufacturer's recommendations, equipment application, equipment run time and our extensive experience.

#### **3.2 Predictive Maintenance**

TMI will replace worn, failed, or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component may be repaired or replaced in advance to prevent a system failure.

#### **3.3 Emergency and Trouble Call Coverage**

Every activity performed under the maintenance agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize downtime and inconvenience. **The cost of emergency service labor and materials will be covered regardless of the time of day.**

#### **3.4 Service Documentation**

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

#### **3.5 General Provisions**

All planned maintenance service under the PMA will be performed during normal working hours. The client will provide reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

In the event the client's system is altered, modified, changed or moved the PMA may be immediately terminated at TMI's option.

### 3.6 Limitation Of Liability

- A. TMI will not be liable for the repair or the replacement of any part of the mechanical system(s) with damages resulting from fire, flood, corrosive substances in the air, war, act of God or any other reason beyond TMI's reasonable control. Further, TMI will not be liable for any delay in furnishing or failure to furnish service due to strike, lockout, dispute with workers, or inability to obtain materials.
- B. If a mechanical part or component is determined to be no longer available due to obsolescence, TMI will make every effort to obtain a similar part or component that will provide a satisfactory solution. TMI will not be responsible should the satisfactory solution require replacement or rebuilding of peripheral parts, components, or an entire piece of equipment.
- C. TMI shall not be responsible for any utility service connected to or essential to the operation of the equipment, nor for failure thereof. TMI will not be liable for damages sustained to the equipment due to failure thereof. TMI specifically shall not be responsible for damages sustained through power failure, low voltage conditions, lightning, single phasing, damages caused by animals or other electrical abnormalities.
- D. TMI does not guarantee the operability of the client's systems and in no event shall TMI be liable for speculative, indirect or consequential damages.
- E. TMI shall not be required to make safety tests or to install new attachments, additional controls or equipment as recommended or directed by any insurance company or laboratory or to make replacements mentioned herein with parts or devices of a different design for any reason.
- F. TMI is not responsible for any additional labor, material, expenses or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including but not limited to, the storage, handling, recovery and/or recycling of refrigerants, upgrading to new refrigerants, asbestos removal and indoor air quality. Further, TMI shall not be responsible for repair or replacement of obsolete parts or components due to the obsolescence of R22 or any other refrigerant.
- G. The equipment covered under the scope of the PMA is presupposed to be in maintainable condition. If, during the initial inspection and/or the initial seasonable start-up, equipment is found to be non-maintainable, TMI shall provide a written quote to the client within thirty (30) days. If the client elects to not place the equipment in maintainable condition, that equipment will be deleted from the PMA and the price adjusted accordingly.

- H. It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by the PMA (see SCHEDULE A). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tubes (for boilers, evaporators, condensers, and chillers), heat exchangers of all kinds, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, is not included under the Planned Maintenance Agreement. Peripheral systems such as but not limited to variable frequency drives are not covered under this agreement.
  
- I. TMI will not make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond our control except ordinary wear and tear.
  
- J. If an emergency service call is made at the client's request and inspection does not reveal any defect for which TMI is liable under the PMA, we reserve the right to charge the client our regular charges prevailing for such service.

### **3.7 The Entire Agreement**

TMI shall be required to perform only the work specified in the Programmed Maintenance Agreement. THE PMA Shall Constitute The Entire Agreement Between The Parties.

4.

**SCHEDULE A**

The following HVAC equipment was identified during our survey and will be covered as a part of the Programmed Maintenance Agreement.

**MECHANICAL ROOM**

- 1 ClimateCraft Air Handling Unit AHU #3  
Model #CAH78X90E  
Serial # 21646  
1 Supply Fan Motor 30 HP  
9 24x24x2  
3 24x12x2 +Bag Filters
  
- 3 Thermal Solutions Boilers  
Model #EVA2000BN1  
Serial # 64796517,16,18  
1ea. Natural Gas Burner Assembly 2,000,000 BTU  
1ea. Marathon Pump 1 HP ea.  
Model # 145TTDR5378AB
  
- 2 Baldor Hot Water Supply Pumps  
Cat# EMZ513T 15 HP ea.
  
- 1 McQuay Chiller CHR #1  
Modle # WGS190AW27-ER10  
Serial #STNU051100036
  
- 1 Baldor Pump  
Cat # EM2513T 15 HP
  
- 1 Baldor Pump  
Cat # EMEE11T 7.5 HP
  
- 1 Cooling Tower Filter – 1 Leeson Pump 1HP
  
- 1 Maxim Water heater 125 Gallon  
Model # 54P 125A-MX  
Serial # 1105117183  
1 Pump Motor 1/5 HP  
1 Natural Gas Burner 540,000 BTU

**GARAGE**

- 1 Bell & Gossett Cooling Tower Pump 10 HP
  
- 5 Hanging Unit Heaters  
Model # FUHH1340AA00  
Serial # 15010406  
1ea. Fan Motor ½ HP

- |   |                                  |                |
|---|----------------------------------|----------------|
| 1 | Exhaust Fan(CO)                  | EF#1           |
| 1 | Motor                            | 1.5 HP         |
| 4 | Storm Water Ejection Pumps       |                |
| 2 | Sewage Ejector Pumps             |                |
| 1 | BAC- Baltimore Air Cooling Tower |                |
|   | Model # 15200                    |                |
|   | Serial #U052935701               |                |
| 1 | Fan Motor                        | 1 Belt=3R-B136 |

2<sup>ND</sup> FLOOR MECHANICAL ROOM

- |    |                          |            |
|----|--------------------------|------------|
| 1  | McQuay Air Handling Unit | AHU# 2     |
|    | Model # CAH040GDAC       | Belt= V71  |
|    | Serial #FB0U051200700    |            |
| 1  | Return Air Fan           | 10HP       |
| 1  | Baldor Supply Fan Motor  | 20HP       |
| 4  | 24x24x2                  |            |
| 16 | 20x24x2                  |            |
| 4  | 12x24x2                  |            |
| 1  | McQuay Air Handling Unit | AHU# 1     |
|    | Model # CAH017GDAC       | Belt= BX46 |
|    | Serial #FB0U051200701    |            |
| 1  | Return Air Fan           |            |
| 1  | Baldor Supply Fan Motor  | 10HP       |
| 3  | 24x24x2                  |            |
| 6  | 20x24x2                  |            |
| 3  | 12x24x2                  |            |
| 1  | McQuay Unit Heater       |            |

ROOFTOP

- |    |                          |        |
|----|--------------------------|--------|
| 1  | McQuay Air Handling Unit | RTC #1 |
|    | Model # 0AH017DAC        |        |
|    | Serial # FB0U051201300   |        |
| 1  | Supply Fan Motor         |        |
| 1  | Return Fan Motor         |        |
| 1  | McQuay Air Handling Unit | RTC #2 |
|    | Model # 0AH017GDAC       |        |
|    | Serial # FB0U051201301   |        |
| 1  | Supply Fan Motor         |        |
| 1  | Return Fan Motor         |        |
| 60 | VAV Boxes                |        |
| 4  | Work Stations            |        |

All backflow preventers

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDING COMPLEX.

**5. SCHEDULE B**

**FILTER SCHEDULE**

Furnish and install replacement media for the following air filters.

All units listed on schedule A

And make **FOUR (4)** media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

**6. SCHEDULE C**

**BOILER/CHILLER WATER TREATMENT**

Provide water treatment service on the following boiler including the services listed below:

- |    | MAKE                                      | MODEL | FIXTURE |
|----|---|-------|---------|
| 1. | <u>CHILLER AS LISTED ON SCHEDULE A</u>    |       |         |
| 2. | <u>BOILERS(3) AS LISTED ON SCHEDULE A</u> |       |         |

- a. To make an analysis of the boiler water to determine the proper kind and amount of additives needed.
- b. To furnish needed additives in the amounts required.
- c. To provide the necessary labor to inspect the boiler water as required.
- d. To furnish the necessary labor to add the correct compounds.
- e. To make periodic water analysis and submit a report of our findings to the client.

7.

**YOUR PROGRAM INVESTMENT**

Client agrees to pay TMI the annual sum of **Forty-Three Thousand Six Hundred Eight and No/100 (\$43,608.00/Year)** payable (in advance) upon presentation of an invoice as follows:

Annually       Semi-annually       Quarterly       Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and shall continue through October 31, 2014. This agreement can be extended by mutual agreement of both parties. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI to account for annual increases in prevailing labor, material and other associated costs.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the this agreement.

**Proposal Expiration**

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

CITY OF MOLINE

TOTAL MAINTENANCE, INC.

BY \_\_\_\_\_  
Print

\_\_\_\_\_  
Rob Schmit

BY \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Proposal No. TA-11099

**SPECIAL NOTES:**

**THIS AGREEMENT INCLUDES:**

**ALL LISTED COOLING EQUIPMENT  
ALL LISTED HEATING EQUIPMENT  
ALL LISTED AIR HANDLING UNITS  
ALL LISTED EXHAUST FANS AND POWER VENTILATORS  
ALL CHEMICAL TREATMENT FOR BOILERS AND CHILLER  
ALL DOMESTIC WATER HEATERS**

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company to install fiber optic cable in right-of-way from 1810 5<sup>th</sup> Avenue to 19<sup>th</sup> Street, then one block south to 6<sup>th</sup> Avenue, then three blocks west to 16<sup>th</sup> Street, then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall), then south to 7<sup>th</sup> Avenue, and then one and a half blocks east to 1720 6<sup>th</sup> Avenue.

WHEREAS, CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company wishes to install fiber optic cable in right-of-way from 1810 5<sup>th</sup> Avenue to 19<sup>th</sup> Street, then one block south to 6<sup>th</sup> Avenue, then three blocks west to 16<sup>th</sup> Street, then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall), then south to 7<sup>th</sup> Avenue, and then one and a half blocks east to 1720 6<sup>th</sup> Avenue; and

WHEREAS, the placement of the fiber optic cable within the public right-of-way should not pose any hazards to motorists or pedestrians.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company to install fiber optic cable in right-of-way from 1810 5<sup>th</sup> Avenue to 19<sup>th</sup> Street, then one block south to 6<sup>th</sup> Avenue, then three blocks west to 16<sup>th</sup> Street, then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall), then south to 7<sup>th</sup> Avenue, and then one and a half blocks east to 1720 6<sup>th</sup> Avenue; 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.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
January 17, 2012

Date

Passed: January 17, 2012

Approved: January 24, 2012

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

Approved as to Form:

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

## Exhibit "A"

**LICENSEE:** CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company  
– 1111 Dorsett Road, Maryland Heights, IL 63043

### LICENSING AGREEMENT

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

The LICENSEE is CenturyTel Fiber Company II, LLC d/b/a LightCore, A CenturyLink Company, 1111 Dorsett Road, Maryland Heights, IL 63043, hereinafter called the LICENSEE.

**PREMISES:** Underground in right-of-way from 1810 5<sup>th</sup> Avenue to 19<sup>th</sup> Street, then one block south to 6<sup>th</sup> Avenue, then three blocks west to 16<sup>th</sup> Street, then one half block to the alley north of 619 16<sup>th</sup> Street (City Hall), then south to 7<sup>th</sup> Avenue, and then one and a half blocks east to 1720 6<sup>th</sup> Avenue as depicted on the attached Exhibit "1" to this agreement.

**USE:** LICENSEE shall be allowed only to: Install fiber optic cable underground in the premises.

**INTEREST  
ACQUIRED:**

LICENSEE acquires only the right to: Install fiber optic cable underground 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 proprietary ownership, possessory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

**TERM:** The first term of this Licensing Agreement is from January 17<sup>th</sup>, 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 \$30.00.

**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: \_\_\_\_\_

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

CITY OF MOLINE,

ILLINOIS:

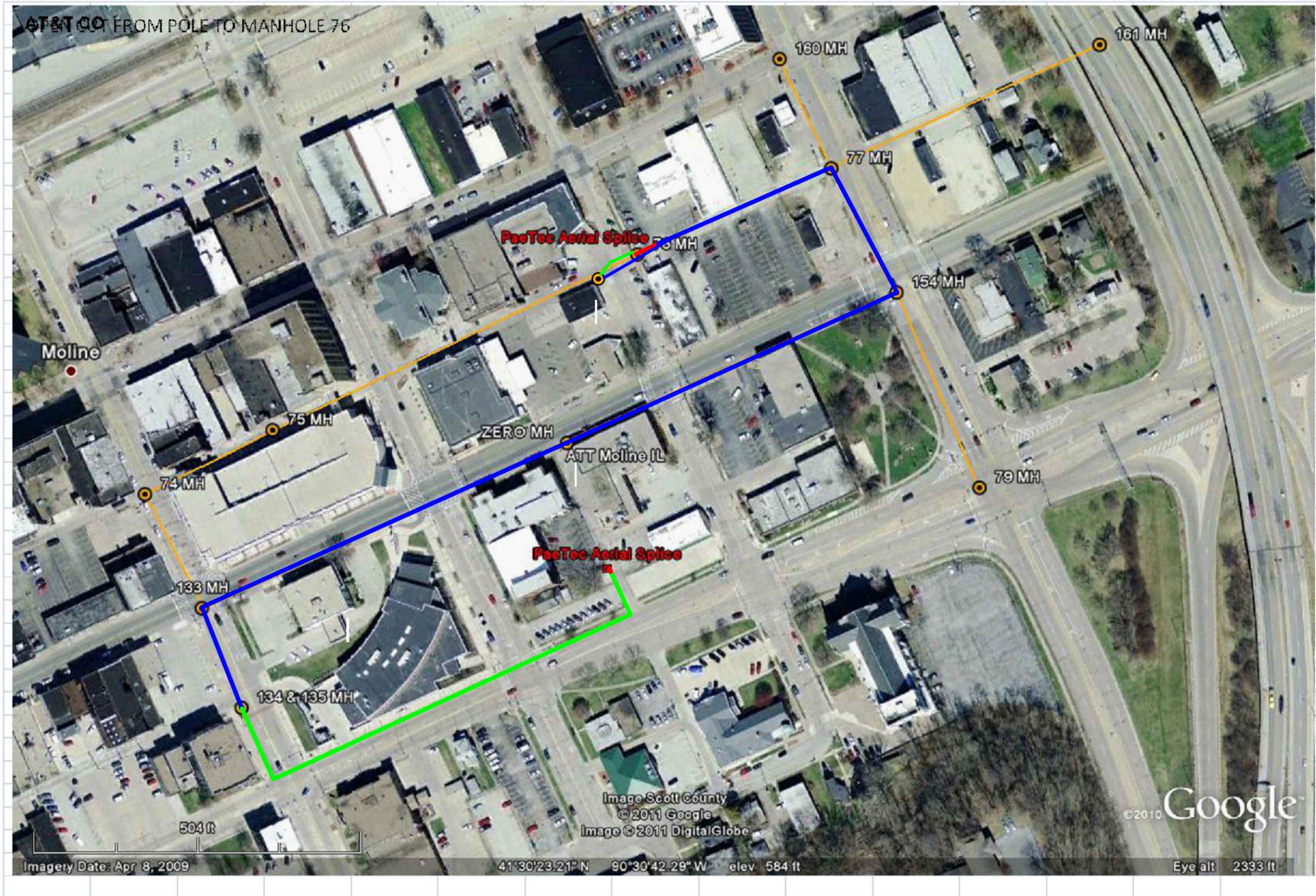
By: \_\_\_\_\_  
Mayor

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

Approved as to Form:

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

# Exhibit "1"



## LEGEND

- RED - OPEN CUT (FROM POLE TO MANHOLE 76)
- BLUE - PLACEMENT IN EXISTING DUCT SYSTEM
- GREEN - PROPOSED BORE PLACEMENT

Sponsor \_\_\_\_\_

A SPECIAL ORDINANCE

GRANTING the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications.

WHEREAS, it is the desire of staff to streamline the coordination and provide efficient customer service, for 2012 Special Event applications; and

WHEREAS, Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances, Sec. 4-3317, "OPTION III CATERER'S RETAIL," provides for catering, and state statute requires the corporate authorities to grant permission by Ordinance to permit sale and consumption of alcohol on municipal property; and

WHEREAS, the City of Moline has abided by and complied with all applicable local Ordinances; and

WHEREAS, the City of Moline has complied with state statute requirements and is named as an additional insured so as to save harmless the municipality from all financial loss, damage or harm.

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

**Section 1:** That the Moline City Council hereby grants authority for the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications.

**Section 2:** That this Ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other Ordinance or Resolutions with which it may conflict and shall not be considered to repeal, alter or void such Ordinances or Resolutions in conflict herewith.

**Section 3:** That this Ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner provided.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

Council Bill/Resolution No.: 4003-2012

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

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 28, 2012.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, January 28, 2012, from 12 noon to 10:00 p.m.

Alley in the 400 block between 14<sup>th</sup> and 15<sup>th</sup> Streets,  
the closure to be from the easternmost side of 15<sup>th</sup> Street to  
the west end of Bier Stube Biergarten.

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

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/Special Ordinance: 4004-2012

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

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4004-2011 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING  
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

\_\_\_\_\_

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1. That Special Ordinance No. 4004-2011 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of January 2012, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3. That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4. That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5. That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7. That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8. That the City Clerk shall cause this ordinance to be published in The Dispatch, a newspaper of general circulation, and this ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

## Rock Island County Prevailing Wage for January 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.010	23.510	1.5	1.5	2.0	5.750	5.550	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
CARPENTER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
CEMENT MASON		BLD		24.820	26.820	1.5	1.5	2.0	5.850	8.420	0.000	0.500
CEMENT MASON		HWY		24.670	25.670	1.5	1.5	2.0	5.850	8.590	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
ELECTRIC PWR EQMT OP		ALL		27.850	0.000	1.5	1.5	2.0	5.000	8.360	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		23.280	0.000	1.5	1.5	2.0	5.000	6.990	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		35.130	38.640	1.5	1.5	2.0	5.000	10.53	0.000	0.260
ELECTRICIAN		BLD		31.520	33.520	1.5	1.5	2.0	7.220	10.52	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.500	25.250	1.5	1.5	2.0	6.670	5.060	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.140	44.030	2.0	2.0	2.0	11.03	11.96	2.350	0.000
GLAZIER		BLD		25.780	27.280	1.5	1.5	2.0	6.670	6.120	0.000	0.350
HT/FROST INSULATOR		BLD		28.860	30.060	1.5	1.5	2.0	5.250	12.05	0.000	0.800
IRON WORKER		ALL		27.500	29.700	1.5	1.5	2.0	8.890	10.18	0.000	0.620
LABORER		BLD 1		21.580	22.440	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 2		23.080	24.000	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 3		23.730	24.680	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 1		24.590	25.590	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 2		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 3		25.720	26.720	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MARBLE MASON		BLD		22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MILLWRIGHT	N	BLD		34.400	37.840	1.5	1.5	2.0	7.100	11.94	0.000	0.500
MILLWRIGHT	S	BLD		27.250	28.950	1.5	1.5	2.0	6.400	9.640	0.000	0.500
OPERATING ENGINEER		BLD 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 7		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 7		29.900	30.900	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 8		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
PAINTER		ALL		26.370	27.370	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		27.620	28.620	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		26.870	27.870	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PILEDRIVER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
PILEDRIVER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
PIPEFITTER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000
PLASTERER		BLD		27.800	29.800	1.5	1.5	2.0	6.500	5.950	0.000	0.500
PLUMBER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000

ROOFER	BLD	24.630	25.880	1.5	1.5	2.0	8.110	5.370	0.000	0.250
SHEETMETAL WORKER	BLD	29.930	31.920	1.5	1.5	2.0	7.140	10.24	0.000	0.540
SPRINKLER FITTER	BLD	36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TILE LAYER	BLD	26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TRUCK DRIVER	ALL 1	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 1	24.370	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 2	24.710	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 3	24.900	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 4	25.100	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 5	25.760	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TUCK POINTER	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

#### OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows

and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

#### OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract.

The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.