



MOLINE CITY COUNCIL AGENDA

Tuesday, February 12, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of February 5, 2013.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3001-2013

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "40 MPH SPEED LIMIT," by removing Thirty-fourth Avenue, Forty-first Street to Sixtieth Street.

EXPLANATION: Traffic Committee reviewed and recommends signage to reflect ordinance.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4006-2013

A Special Ordinance repealing Special Ordinance No. 4004-2012 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. 4004-2012 which declared the prevailing wages for 2012.

FISCAL IMPACT: N/A

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

RESOLUTIONS

3. Council Bill/Resolution 1017-2013

A Resolution authorizing the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department, setting forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of

federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating agencies.

EXPLANATION: The federal government requires that the police department annually enter into a formal agreement and provide certification of receipts and expenditures of federal forfeiture funds and property.

FISCAL IMPACT: Allows receipt of federal forfeiture funds and property.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1018-2013

A Resolution authorizing the Mayor and City Clerk to execute a Consent and Agreement between the City of Moline and Horst-Zimmerman, Inc.

EXPLANATION: In August 2011, the City executed a development agreement with Horst-Zimmerman, Inc. (Developer) to facilitate redevelopment of property located east of 70th Street, South of John Deere Road, Moline, for the construction of an automobile dealership, wherein the City granted economic incentives to Developer in the form of certain sales tax rebate assistance. Developer's lender, Quad City Bank and Trust Company (Lender), has agreed to make a loan to Developer in the amount of \$1,425,000, the proceeds of which shall be used by Developer to pay a portion of the costs of constructing the project. As further security for the loan to Developer, Developer seeks to assign all payment rights under the development agreement to the Lender until such time as all obligations of Developer to the Lender with respect to the loans have been satisfied; Developer and Lender have executed a Collateral Assignment, Pledge and Security Agreement dated February 29, 2012. The City agrees to execute a Consent and Agreement, acknowledging the right of the Lender to receive payments pursuant to the development agreement's assignment authority and acknowledging that nothing contained in the Consent and Agreement shall affect the City's rights and obligations under the development agreement.

FISCAL IMPACT: NA

PUBLIC NOTICE/RECORDING: NA

5. Council Bill/Resolution 1019-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Davenport Electric Contracting Company for Project #1166, Traffic Signals, 70th Street and 44th Avenue, in the amount of \$185,463.78.

EXPLANATION: Bids were solicited with Davenport Electric Contracting Company submitting the lowest responsible and responsive bid

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	125,000.00	185,463.78	510-9965-438.07-06
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$125,000.00	\$185,463.78	

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1020-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1170, 2013 Pavement Marking Program, in the amount of \$149,901.25.

EXPLANATION: Bids were solicited with Peterson Parking Lot Striping, Inc. submitting the lowest responsible and responsive bid

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	150,000.00	149,901.25	510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$150,000.00	\$149,901.25	

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1021-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Denler, Inc. for Project #1171, 2013 Joint Sealing Program, in the amount of \$59,010.00.

EXPLANATION: Bids were solicited with Denler, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	75,000.00	59,010.00	510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$75,000.00	\$59,010.00	

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1022-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project #1177, 2013 Water Main Replacement Project, in the amount of \$657,772.22.

EXPLANATION: Bids were solicited with Langman Construction, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	410,000.00	361,454.20	510-9965-438.08-10
Water	260,000.00	158,658.01	310-1716-434.08-45
WPC	135,000.00	95,240.01	320-1840-433.08-30
Storm	140,000.00	42,420.00	330-1971-433.08-35
	\$945,000.00	\$657,772.22	

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1023-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1179, Inlet/Catch Basin Replacement Program, in the amount of \$102,970.30

EXPLANATION: Bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP			510-9957-435.08-10
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm	100,000.00	102,970.30	330-1971-433.08-35
	\$100,000.00	\$102,970.30	

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1024-2013

A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline, City of East Moline, City of Rock Island, City of Silvis, Village of Coal Valley and the Village of Cambridge, Illinois for Project #1183, 2013 Joint Sewer Lining Program.

EXPLANATION: Project #1183 is a joint project between the Cities of Moline, East Moline, Rock Island and Silvis and the Villages of Coal Valley and Cambridge. This Agreement defines responsibilities for the respective municipalities and limits the City of Moline’s liability to only the work performed for the City of Moline.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Resolution 1025-2013

A Resolution authorizing the Mayor and City Clerk to approve a bid from McCarthy Improvement Company for Motor Fuel Tax Section No. 12-00253-00-RS, Avenue of the Cities, 41st – 43rd Streets in the amount of \$714,943.65.

EXPLANATION: The Illinois Department of Transportation received and opened bids for Motor Fuel Tax Section No. 12-00253-00-RS, on January 18, 2013 with the following results:

\$714,943.65	McCarthy Improvement Company
\$724,566.65	Valley Construction
\$863,865.00	Brandt Construction

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
MFT	140,000.00	154,943.65	220-9834-436.08-10
Federal	560,000.00	560,000.00	220-9834-436.08-10
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$700,000.00	\$714,943.65	

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

Council Bill/Special Ordinance: 4006-2013

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4004-2012 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. 4004-2012 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 2013, 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 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.440	24.380	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	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		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000	0.300
BRICK MASON		BLD		26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
CARPENTER		HWY		27.640	29.390	1.5	1.5	2.0	9.080	11.34	0.000	0.450
CEMENT MASON		BLD		25.100	27.100	1.5	1.5	2.0	6.400	8.840	0.000	0.500
CEMENT MASON		HWY		24.730	25.730	1.5	1.5	2.0	6.400	9.180	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
ELECTRIC PWR EQMT OP		ALL		28.550	0.000	1.5	1.5	2.0	5.000	8.570	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		23.860	0.000	1.5	1.5	2.0	5.000	7.170	0.000	0.180
ELECTRIC PWR LINEMAN		ALL		36.010	39.610	1.5	1.5	2.0	5.000	10.80	0.000	0.270
ELECTRICIAN		BLD		31.520	33.520	1.5	1.5	2.0	7.320	10.82	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.750	25.500	1.5	1.5	2.0	7.120	5.260	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		26.360	27.860	1.5	1.5	2.0	6.940	6.520	0.000	0.350
HT/FROST INSULATOR		BLD		29.190	30.390	1.5	1.5	2.0	5.420	12.05	0.000	0.900
IRON WORKER		ALL		28.000	30.240	1.5	1.5	2.0	9.390	10.68	0.000	0.620
LABORER		BLD	1	21.940	22.820	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		BLD	2	23.440	24.380	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		BLD	3	24.090	25.050	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		HWY	1	25.150	26.150	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		HWY	2	25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		HWY	3	26.280	27.280	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
MARBLE MASON		BLD		22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
MILLWRIGHT	N	BLD		34.400	37.840	1.5	1.5	2.0	8.770	13.85	0.000	0.500
MILLWRIGHT	S	BLD		27.250	28.950	1.5	1.5	2.0	6.700	12.32	0.000	0.500
OPERATING ENGINEER		BLD	1	29.900	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	2	28.300	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	3	27.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	4	30.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	5	30.650	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	6	31.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		BLD	7	30.900	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	1	29.900	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	2	28.300	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	3	27.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	4	30.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	5	30.650	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	6	31.150	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	7	30.400	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	8	30.900	31.900	1.5	1.5	2.0	15.40	6.600	1.500	0.850
PAINTER		ALL		27.320	28.320	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		28.570	29.570	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		27.820	28.820	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PILEDRIVER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
PILEDRIVER		HWY		27.640	29.390	1.5	1.5	2.0	9.080	11.34	0.000	0.450
PIPEFITTER		ALL		36.550	40.210	1.5	1.5	2.0	5.650	12.15	0.000	1.000

PLASTERER	BLD	27.800	29.800	1.5	1.5	2.0	6.600	6.500	0.000	0.600
PLUMBER	ALL	36.550	40.210	1.5	1.5	2.0	5.650	12.15	0.000	1.000
ROOFER	BLD	25.130	26.380	1.5	1.5	2.0	8.610	5.620	0.000	0.260
SHEETMETAL WORKER	BLD	30.070	32.070	1.5	1.5	2.0	7.140	10.54	0.000	0.540
SPRINKLER FITTER	BLD	36.390	39.140	1.5	1.5	2.0	8.420	8.350	0.000	0.450
STONE MASON	BLD	26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TILE LAYER	BLD	26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TRUCK DRIVER	ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TUCKPOINTER	BLD	26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) 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, vactor 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.

Council Bill/General Ordinance No.: 3001-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "40 MPH SPEED LIMIT," by removing Thirty-fourth Avenue, Forty-first Street to Sixtieth Street.

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

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "40 MPH SPEED LIMIT," by removing Thirty-fourth Avenue, Forty-first Street to Sixtieth Street.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and 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/Resolution No. 1017-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department to accept the terms for participation in the Equitable Sharing Program and certify all receipts and expenditures of federal forfeiture funds during the last fiscal year.

WHEREAS, the police department is occasionally awarded funds and/or property through federal forfeiture proceedings; and

WHEREAS, the Department of Justice mandates any law enforcement agency participating in the federal forfeiture equitable sharing program to enter into a formal Equitable Sharing Agreement and Certification on an annual basis; and

WHEREAS, the period of the agreement is January 1, 2013 through December 31, 2013.

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

That the Mayor and Police Chief are hereby authorized to execute the Equitable Sharing Agreement and Certification between the Federal Government and the City of Moline Police Department, accepting the terms for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds during the last fiscal year, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$2,005.39	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$2,005.39	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>										

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>										

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Access control fobs for police vehicles to access police department garage	\$1,464.00	
Six interior light bars for unmarked police vehicles	\$541.39	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
Name: Kim Hankins
Title: Chief of Police
Date: _____
E-mail: khankins@moline.il.us

Governing Body Head

Signature: _____
Name: Donald Welvaert
Title: Mayor
Date: _____
E-mail: dwelvaert@moline.il.us

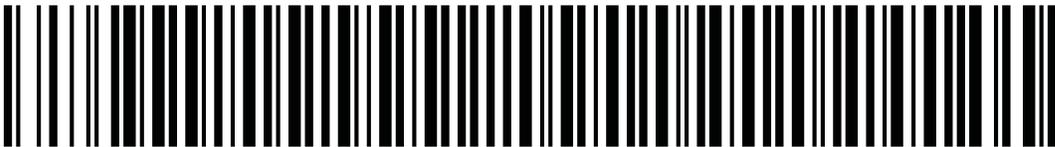
Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY		
Entered by _____		
Entered on _____	Date Printed: February 01, 2013 09:09	
<input type="radio"/> FY End: 12/31/2012	Agency: Moline Police Department	Phone: 309-524-2230
<input checked="" type="radio"/> NCIC: IL0810600	State: IL	E-mail: jwalker@moline.il.us
<input type="radio"/> Finance Contact: Jody Walker		

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Consent and Agreement between the City of Moline and Horst-Zimmerman, Inc.

WHEREAS, in August 2011, the City executed a development and economic incentive agreement (“development agreement”) with Horst-Zimmerman, Inc. (“Developer”) to facilitate redevelopment of property located east of 70th Street, South of John Deere Road, Moline, for the construction of an automobile dealership; and

WHEREAS, the City granted economic incentives to Developer in the form of certain sales tax rebate assistance; and

WHEREAS, Developer’s lender, Quad City Bank and Trust Company (“Lender”), has agreed to make a loan to Developer in the amount of \$1,425,000, the proceeds of which shall be used by Developer to pay a portion of the costs of constructing the project; and

WHEREAS, as further security for the loan to Developer, Developer seeks to assign payment rights under the development agreement to the Lender until such time as all obligations of Developer to the Lender with respect to the loan have been satisfied; Developer and Lender have executed a Collateral Assignment, Pledge and Security Agreement dated February 29, 2012; and

WHEREAS, the City agrees to execute the Consent and Agreement, acknowledging the right of the Lender to a receive payments pursuant to the development agreement’s assignment authority and acknowledging that nothing contained in the Consent and Agreement shall affect the City’s rights and obligations under the development agreement.

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 a Consent and Agreement between the City of Moline and Horst-Zimmerman, Inc.; provided, however, that said Consent and Agreement is substantially similar in form to that attached hereto as Exhibit “A” and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT is dated as of January 31, 2013, from the CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation (the "City") to HORST-ZIMMERMAN, INC., an Iowa corporation (the "Developer").

RECITALS

A. The City has entered into a Development and Economic Incentive Agreement dated August 2, 2011 (the "Development Agreement"), pursuant to which, among other things, the Developer is obligated to undertake a project consisting of the development of an automobile dealership (the "Project") and the City has agreed to make certain tax incentive payments to reimburse the Developer for a portion of the costs of the Project.

B. The Developer (hereinafter referred to as "Borrower"), has requested that Quad City Bank and Trust Company, an Iowa banking corporation (the "Lender") loan funds to the Borrower in the amount of ONE MILLION FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$1,425,000.00) (the "Loan") to enable it to pay a portion of the costs of constructing the Project, and the Lender has agreed to make the Loan.

C. The City is willing to consent to such assignment, endorsement, transfer, pledge, security interest and delivery.

NOW, THEREFORE, in consideration of Lender's agreement to make the Loan to the Borrower and of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make the Loan to the Borrower, the City does hereby consent and agree as follows:

1. Consent. The City does hereby unconditionally and irrevocably consent to the assignment, transfer, pledge and granting of a security interest in the Incentive Payments (as that term is defined in the Development Agreement) to the Lender pursuant to a Collateral Assignment, Pledge and Security Agreement between Lender and Borrower dated February 29, 2012.

2. Payments. The City agrees to make all payments under the Development Agreement pursuant to the terms of the Development Agreement, as and when due under the Development Agreement, directly to the Lender at the following address:

Eileen D. Roethler
Quad City Bank and Trust Company
4500 N. Brady Street
Davenport, IA 52806

3. Notices. The City hereby agrees to provide the Lender with a copy of each (a) notice of a material breach (b) notice of termination given by it to the Developer under and pursuant to the Development Agreement or (c) any other notice given by it to the Developer, under or pursuant to the Development Agreement, in the same manner as such notice is given to the

Developer, at the following address, or at such other address as the Lender may hereafter provide to the City at least (10) days prior to the effective date of said change of address:

Eileen D. Roethler
Quad City Bank and Trust Company
4500 N. Brady Street
Davenport, IA 52806

with a copy to:

Joseph C. Judge
Lane & Waterman LLP
220 N. Main Street, Suite 600
Davenport, IA 52801

4. Extent of Modification. Except as expressly set forth herein, this Consent and Agreement shall not be deemed to amend or modify the Development Agreement.

5. Representations and Warranties. The City does hereby represent and warrant to the Lender that, as of the date first above written:

(a) All representations made by the City in the Development Agreement are true and correct.

(b) The Development Agreement is in full force and effect, has not been terminated, modified or amended, and, to the knowledge of the City, no material breach of the Development Agreement exists and the Developer has not requested that the City consent to any previous assignment of the Developer's rights to receive payments under the Development Agreement.

IN WITNESS WHEREOF, the City and Borrower have caused this Consent and Agreement to be executed as of the date first above written.

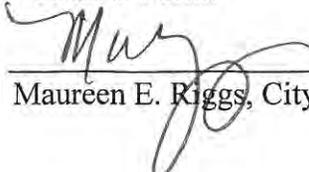
CITY OF MOLINE, ILLINOIS

By: _____
Donald Welvaert, Mayor

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Approved as to Form:

By:  _____
Maureen E. Riggs, City Attorney

HORST-ZIMMERMAN, INC.

By: Mark Zimmerman
Mark Zimmerman, President

Council Bill/Resolution No.: 1019-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Davenport Electric Contracting Company for Project #1166, Traffic Signals, 70th Street and 44th Avenue, in the amount of \$185,463.78.

WHEREAS, bids were publicly read on January 15, 2013; and

WHEREAS, bids were solicited with Davenport Electric Contracting Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 a contract with Davenport Electric Contracting Company for Project #1166, Traffic Signals, 70th Street and 44th Avenue, in the amount of \$185,463.78; provided, however, that said contract 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

February 12, 2013
Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2013, between **DAVENPORT ELECTRIC CONTRACT CO.** of **529 PERSHING AVENUE, DAVENPORT, IA 52803**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED SIXTY THREE AND 78/100 (\$185,463.78) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **NO. 1166, TRAFFIC SIGNALS, 70TH STREET & 44TH** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED EIGHTY FIVE**

THOUSAND FOUR HUNDRED SIXTY THREE AND 78/100 (\$185,463.78) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

- Performance Bond Attached
- Certificate of Insurance Attached

Council Bill/Resolution No.: 1020-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1170, 2013 Pavement Marking Program, in the amount of \$149,901.25.

WHEREAS, bids were publicly read on January 22, 2013; and

WHEREAS, bids were solicited with Peterson Parking Lot Striping, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 a contract with Peterson Parking Lot Striping, Inc. for Project #1170, 2013 Pavement Marking Program, in the amount of \$149,901.25; provided, however, that said contract 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

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2013, between **PETERSON PARKING LOT STRIPING, INC.** of **P.O. BOX 339, CARBON CLIFF, IL 61239**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED ONE AND 25/100 (\$149,901.25) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **NO. 1170, 2013 PAVEMENT MARKING PROGRAM**. as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED ONE AND 25/100 (\$149,901.25) DOLLARS** conditioned upon the

faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1021-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Denler, Inc. for Project #1171, 2013 Joint Sealing Program, in the amount of \$59,010.00.

WHEREAS, bids were publicly read on January 22, 2013; and

WHEREAS, bids were solicited with Denler, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 a contract with Denler, Inc. for Project #1171, 2013 Joint Sealing Program, in the amount of \$59,010.00; provided, however, that said contract 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

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2013, between **DENLER, INC.** of **19148 SOUTH 104TH AVENUE, MOKENA, IL 60448**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FIFTY NINE THOUSAND TEN AND NO/100 (\$59,010.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **NO. 1171, 2013 CRACK SEALING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FIFTY NINE THOUSAND TEN AND NO/100 (\$59,010.00) DOLLARS** conditioned upon the faithful performance and execution of the

work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1022-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project #1177, 2013 Water Main Replacement Project, in the amount of \$657,772.22.

WHEREAS, bids were publicly read on January 22, 2013; and

WHEREAS, bids were solicited with Langman Construction, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 a contract with Langman Construction, Inc. for Project #1177, 2013 Water Main Replacement Project, in the amount of \$657,772.22; provided, however, that said contract 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

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2013, between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SIX HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY TWO AND 22/100 (657,772.22) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **NO. 1177, 2013 WATER MAIN REPLACEMENT PROJECT** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SIX HUNDRED FIFTY SEVEN**

THOUSAND SEVEN HUNDRED SEVENTY TWO AND 22/100 (657,772.22) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1023-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1179, Inlet/Catch Basin Replacement Program, in the amount of \$102,970.30.

WHEREAS, bids were publicly read on January 15, 2013; and

WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 a contract with Walter D. Laud, Inc. for Project #1179, Inlet/Catch Basin Replacement Program, in the amount of \$102,970.30; provided, however, that said contract 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

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2013, between **WALTER D. LAUD, INC** of **P.O. BOX 88, EAST MOLINE, IL 61244**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED TWO THOUSAND NINE HUNDRED SEVENTY AND 30/100 (\$102,970.30) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **NO. 1179, 2013 INLET/CATCH BASIN REPLACEMENT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED TWO THOUSAND**

NINE HUNDRED SEVENTY AND 30/100 (\$102,970.30) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1024-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline, City of East Moline, City of Rock Island, City of Silvis, Village of Coal Valley and the Village of Cambridge, Illinois for Project #1183, 2013 Joint Sewer Lining Program.

WHEREAS, Project #1183, 2013 Joint Sewer Lining Program is a joint project between the City of Moline, City of East Moline, City of Rock Island, City of Silvis, Village of Coal Valley and the Village of Cambridge, Illinois; and

WHEREAS, an intergovernmental agreement is necessary to protect the best interests and ensure that potential liabilities are minimized.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline, City of East Moline, City of Rock Island, City of Silvis, Village of Coal Valley and the Village of Cambridge, Illinois related to Project #1183, 2013 Joint Sewer Lining Program; provided, however, that said contract 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

February 12, 2013

Date

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

INTERGOVERNMENTAL AGREEMENT

FOR 2013 SEWER LINING PROGRAM BETWEEN AND AMONG

CITY OF MOLINE, CITY OF EAST MOLINE, VILLAGE OF COAL VALLEY, CITY OF SILVIS, VILLAGE OF CAMBRIDGE, AND CITY OF ROCK ISLAND, ILLINOIS

WHEREAS, the CITY OF MOLINE, ILLINOIS (hereinafter "Moline"), the CITY OF EAST MOLINE, ILLINOIS (hereinafter "East Moline"), the VILLAGE OF COAL VALLEY, ILLINOIS (hereinafter "Coal Valley"), the CITY OF SILVIS, ILLINOIS (hereinafter "Silvis"), the VILLAGE OF CAMBRIDGE, ILLINOIS (hereinafter "Cambridge"), and the CITY OF ROCK ISLAND, ILLINOIS (hereinafter "Rock Island"), are municipal corporations organized pursuant to Art. VII, Sect. 6, of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, existing sewers in Moline, East Moline, Coal Valley, Silvis, Cambridge, and Rock Island are in need of repair; and

WHEREAS, it has been determined that the most economical method of repair of said sewers is by cured-in-place pipe lining; and

WHEREAS, it is often most cost effective to perform said sewer lining work as one project due to the volume of work; and

WHEREAS, the parties agree to undertake this project jointly and to share in the project based on the amount of work done in the respective municipalities.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Moline, by and through its Mayor; East Moline, by and through its Mayor; Coal Valley, by and through its Village President; Silvis, by and through its Mayor; Cambridge, by and through its Village President; and Rock Island, by and through its City Manager; hereby agree as follows:

1. The project at issue involves lining sewers identified by and in Moline, East Moline, Coal Valley, Silvis, Cambridge and Rock Island. Identified sewers shall be listed separately and unit prices obtained for each location. The project shall be awarded to the lowest responsible and responsive bidder for the entire project. Inspection during construction and measurement of final quantities shall be the responsibility of the respective municipality.
2. The parties mutually agree to share the costs of the project based on the unit prices and final quantities for work done in the respective municipalities. Moline shall request and award bids for the project. Each municipality shall prepare and execute a contract with the bidder that is awarded the project, including but not limited to insurance and performance bond requirements, for the work to be completed in its respective municipality. Each municipality shall remit payment for the work done in its respective municipality directly to the bidder that is awarded the project.

3. The parties agree that this agreement shall relate solely each to the other, and shall not be in benefit of any third party, nor shall it be construed as a practice or procedure available to any other person or entity excepting the parties herein; provided, however, that each party retains the ability and right to enter into any other agreements with any other party or parties concerning the same or other subject matter from that herein contained.
4. Each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from the negligent or willful and wanton acts of such indemnifying party's officers, employees, and agents.
5. Further, each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all injuries, claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising out of work being performed in such indemnifying party's respective jurisdiction.
6. This agreement shall remain in full force and effect until the project contemplated in this agreement is completed.
7. This instrument contains the entire agreement between Moline, East Moline, Coal Valley, Silvis, Cambridge and Rock Island with respect to the transaction contemplated in this agreement. The parties agree there are no other terms or conditions of this agreement, either oral or written, other than those stated herein.

TO EVIDENCE THIS AGREEMENT, the parties have executed this agreement on the dates set opposite their respective signatures below.

CITY OF MOLINE, ILLINOIS

By _____
Donald P. Welvaert, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to Form:

By _____
Maureen Riggs, City Attorney

Date: _____, 2013

CITY OF EAST MOLINE, ILLINOIS

By _____
John Thodos, Mayor

Attest: _____
Arletta Holmes, City Clerk

Approved as to Form:

By _____
William Phares, City Attorney

Date: _____, 2013

VILLAGE OF COAL VALLEY, ILLINOIS

By _____
Stanley Engstrom, Village President

Attest: _____
Sue Adams, Village Clerk

Approved as to Form:

By _____
William Phares, Village Attorney

Date: _____, 2013

VILLAGE OF CAMBRIDGE, ILLINOIS

By _____
James W. Crouch, Village President

Attest: _____
Paula Pool, Village Clerk

Approved as to Form:

By _____
Bruce Carmen, Village Attorney

Date: _____, 2013

CITY OF SILVIS, ILLINOIS

By _____
William M. Fox, Mayor

Attest: _____
Jim Nelson, City Clerk

Approved as to Form:

By _____
Dean Sutton, City Attorney

Date: _____, 2013

CITY OF ROCK ISLAND, ILLINOIS

By _____
Thomas Thomas, City Manager

Attest: _____
Aleisha Patchin, City Clerk

Approved as to Form:

By _____
Theodore G. Kutsunis, City Attorney

Date: _____, 2013

Council Bill/Resolution No.: 1025-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a bid for Motor Fuel Tax Section No. 12-00253-00-RS, Avenue of the Cities, 41st – 43rd Streets from McCarthy Improvement Company, the lowest responsive bid in the amount of \$714,943.65.

WHEREAS, the funding for Motor Fuel Tax Section No. 12-00253-00-RS, includes Federal Transportation Funds allocated through the Illinois Department of Transportation (IDOT) and, as such, are received through an IDOT bid letting; and

WHEREAS, IDOT issues and administers all contract documents; and

WHEREAS, the City of Moline is responsible for all inspection/documentation and any required local match to the federal funds and other non-qualifying project expenses; and

WHEREAS, IDOT will proceed with issuing the contract documents to McCarthy Improvement Company, the lowest responsive and responsible bid in the amount of \$714,943.65, after receiving the local agency concurrence.

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

That the City Council finds it in the best interest of the City of Moline, Illinois to authorize approval of a bid for Motor Fuel Tax Section No. 12-00253-00-RS, Avenue of the Cities, 41st – 43rd Streets from McCarthy Improvement Company, the lowest responsive and responsible bid in the amount of \$714,943.65.

CITY OF MOLINE, ILLINOIS

Mayor

Date

February 12, 2013

Passed: February 12, 2013

Approved: February 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Y

093 CONTRACT: 85567 DISTRICT: 02 COUNTY(IES): ROCK ISLAND
KEY RT: FAU 5773 MARKED RT: AVENUE OF THE CITIES
SECTION: 12-00253-00-RS
PROJECT: M-5074/091/000

Resurfacing project consisting of HMA surface removal, polymerized leveling binder (machine method), polymerized HMA surface course, Class B patches, combination curb and gutter removal and replacement, PCC sidewalk, PCC driveway pavement, thermoplastic pavement markings, wireless detection system installation, utility, adjustments and all other incidental items to complete the work on FAU Route 5773 (Avenue of the Cities) from 41st Street in the City of Moline.

0593 Brandt Construction Co.
700 4th Street West
Milan, IL 61264-2725

863,865.00

3810 McCarthy Improvement Company
5401 Victoria Ave., Suite 700
Davenport, IA 52807-2991

714,943.65

*

6210 Valley Construction Co.
3610 78th Avenue, West
Rock Island, IL 61201
P.O. Box 2020
Rock Island, IL 61204-2020

724,566.65