



# MOLINE CITY COUNCIL AGENDA

Tuesday, March 4, 2014

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

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## 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		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of February 25, 2014

## SECOND READING ORDINANCES

### 1. Council Bill/General Ordinance 3004-2014

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 31<sup>st</sup> Street, on the east side, between 12<sup>th</sup> Avenue and 11<sup>th</sup> Avenue C.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

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

### 2. Council Bill/Special Ordinance 4006-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement with McCarthy Improvement Company to store construction materials from March 4, 2014 through December 31, 2015 on a portion of City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, Illinois (RICO Parcel 07-223-13).

**EXPLANATION:** McCarthy Improvement Company (MCI) will be constructing the overpass at John Deere Road and 38<sup>th</sup> Street starting this spring. MCI would like to enter into a Lease Agreement for the purpose of storing fill materials and construction equipment on City-owned property at 3620 38<sup>th</sup> Avenue, Moline. This is the former CCI building. MCI has agreed to pay \$1000/month to the City during the term of the lease. Staff recommends approval.

**FISCAL IMPACT:** City will receive \$1000/month income through the lease term.

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

**RESOLUTIONS**

**3. Council Bill/Resolution 1034-2014**

A Resolution amending Resolution No. 1187-2013, the budget for Fiscal Year 2014, for the police department by temporarily increasing the authorized strength for sworn personnel from 80.5 to 81.5.

**EXPLANATION:** Staff is asking to temporarily increase the authorized strength in the police department by one additional police officer position for a 5-day period. An officer submitted a letter of intent to retire on April 4, 2014, and the replacement officer must be hired on March 31, 2014 in order to prepare for attendance in the next 12-week academy session beginning April 7, 2014.

**FISCAL IMPACT:** Not budgeted. Any costs incurred will be absorbed in the existing police budget.

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

**4. Council Bill/Resolution 1035-2014**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Lead Based Paint Hazard Control Construction Services between the City of Moline and the City of Rock Island; and, for the Planning and Development Staff to do all things necessary to implement and administer said agreement; provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and had been approved as to form by the City Attorney.

**EXPLANATION:** Due to an extended absence, the City of Moline is without a Lead Inspector/Risk Assessor. It is anticipated that this vacancy will continue for an additional 3-4 months. The Human Resources Division has attempted to fill the position temporarily and has not had any qualified candidates with the required licenses from the State of Illinois. Therefore, approval is requested to enter into a 4 month agreement with the City of Rock Island to share its Construction Officer who is qualified and available to assist the City of Moline. There are adequate funds in the CDBG/Community Development Department to cover the cost, and the staff member would be able to begin immediately.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Public Notice Required

**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
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

Council Bill/General Ordinance No.: 3004-2014  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 31<sup>st</sup> Street, on the east side, between 12<sup>th</sup> Avenue and 11<sup>th</sup> Avenue C.

\_\_\_\_\_

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

**Section 1** – Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 31<sup>st</sup> Street, on the east side, between 12<sup>th</sup> Avenue and 11<sup>th</sup> Avenue C.

**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

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement with McCarthy Improvement Company to store construction materials from March 4, 2014 through December 31, 2015 on a portion of City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, Illinois (RICO Parcel 07-223-13).

WHEREAS, McCarthy Improvement Company (hereinafter “Lessee”), desires to enter into a Lease Agreement with the City of Moline for the purpose of storing construction materials on a portion of City-owned property located at 3620 38<sup>th</sup> Avenue, Moline (hereinafter “Property”), being more particularly described in Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, the City of Moline recognizes that the Illinois Department of Transportation (“IDOT”) has planned to construct an overpass near 38<sup>th</sup> Street and John Deere Road as part of the John Deere Road improvement project; and

WHEREAS, IDOT has awarded the overpass construction project to Lessee; and

WHEREAS, the City of Moline has determined that the project can be more easily and efficiently completed by leasing the Property to Lessee; and

WHEREAS, Lessee’s lease payment to the City shall be \$1000 per month for the term of the lease.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, AS FOLLOWS:

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Lease Agreement with McCarthy Improvement Company to store construction materials from March 4, 2014 through December 31, 2015 on a portion of City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, Illinois (RICO Parcel 07-223-13); provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A,” and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

## EXHIBIT "A"

### LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into this 4<sup>th</sup> day of March, 2014, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), and McCarthy Improvement Company, (hereinafter "Lessee") (hereinafter collectively "Parties") to lease portions of the City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, IL (hereinafter "Property").

WHEREAS, Owner recognizes that the Illinois Department of Transportation (IDOT) has planned construct an overpass near 38<sup>th</sup> Street and John Deere Road as part of the John Deere Road improvement project; and

WHEREAS, IDOT has awarded the overpass construction project to Lessee; and

WHEREAS, Owner has determined that the project can be more easily and efficiently completed by leasing the Property to Lessee; and

WHEREAS, Owner wishes to contract with Lessee to allow the storage of construction materials and fill materials from the overpass construction project on a portion of the Property subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS
  - a) Premises: Portions of the Property being more particularly described in **Exhibits "1,"** and **"1-A"** attached hereto and incorporated herein.
  - b) Service(s)/Operation(s): The storage of Owner approved construction materials and fill by Lessee.
  - c) Lessee Property: All property provided by Lessee for the Operation including but not limited to the construction materials, fill, and vehicles.
2. USE
  - a) Owner shall lease the Premises to Lessee solely for the storage of construction materials or fill related to the overpass construction project. Under no circumstances shall the Premises be used for any other use. Storage or sale of items not required for completion of the overpass construction project shall not be allowed.
  - b) Lessee shall be allowed to store approved materials on the Premises 24 hours a day, 7 days a week, during the term of the lease.
3. LESSEE'S RESPONSIBILITIES.

## EXHIBIT "A"

- a) The Parties agree that Lessee is an independent contractor. Lessee shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Lessee and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining an efficient and safe operation.
- b) Lessee shall at all times devote reasonable time, attention and energies to the management of the storage operation. Lessee acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Lessee shall be responsible for all Lessee Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Lessee shall keep any equipment utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Lessee shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules.
- g) Lessee shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Lessee's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Lessee shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Lessee shall not bring any cause of action alleging Owner is the employer of Lessee or any of Lessee's employees, officers or agents, and Lessee shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Lessee.
- h) Lessee shall also be responsible for compliance with the City of Moline's Stormwater requirements, as outlined in Chapter 34 of the Moline Code of Ordinances. The Lessee is required to practice erosion and sediment control where necessary. The gravel drive shall be maintained so that there is no tracking of mud and sediment on to the public street.

## EXHIBIT "A"

- i) No hazardous or environmentally-sensitive materials shall be brought on to the Property at any time nor stored temporarily or permanently on the premises.
  - j) At the end of the lease the Lessee will return the Property to its original condition, removing all debris, fill, and construction materials. The Lessee may be permitted to fill the site if the amount and type of fill are approved by the Owner.
4. RENT. Lessee shall pay lease payments to Owner as follows:
- a) \$1000.00 per month due on or before the fifth day of each month during the lease term.
  - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
  - c) Payments shall be made to the City of Moline Finance Department 1630 8<sup>th</sup> Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on March 4, 2014 (hereinafter "Commencement Date") and shall continue through December 31, 2015. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.
  - b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Lessee must peacefully surrender the Premises to Owner; Owner must peacefully surrender Lessee's equipment to Lessee. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.
6. HOLD HARMLESS/INDEMNIFY.

## EXHIBIT "A"

- a) In consideration for permission to use the Premises and Owner's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Lessee shall have no duty to defend, hold harmless or indemnify.
  - b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.
7. LESSEE'S INSURANCE COVERAGE. Lessee shall, throughout the term of this Agreement and at Lessee's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:
- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.
  - b) Name Owner as an additional insured party.
  - c) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
  - d) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Owner shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
  - e) Each such policy of insurance shall contain a waiver of subrogation provision.
- To the extent required by law, Lessee shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Lessee from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.
8. NOTICES. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or



**EXHIBIT "A"**

b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:

City of Moline  
Attn: Chris Mathias  
Property Management Coordinator  
619 16<sup>th</sup> Street  
Moline, IL 61265

Lessee:

McCarthy Improvement Company  
5401 Victoria Avenue  
Davenport, IA 52807

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. OBSERVANCE OF LAWS AND ORDINANCES. Lessee must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Lessee's conduct or use of the premises.
10. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises hereby leased in as good as condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.
11. ASSIGNMENT AND SUBLEASING. Lessee shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Lessee from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Lessee under this Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

**EXHIBIT "A"**

15. TAXES. Lessee shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.

16. MISCELLANEOUS.

a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.

b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.

c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

**IN WITNESS WHEREOF**, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS  
(OWNER)**

**MCCARTHY IMPROVEMENT COMPANY  
(LESSEE)**

By: \_\_\_\_\_  
Scott Raes, Mayor

BY: \_\_\_\_\_  
, \_\_\_\_\_  
Print Title

ATTEST:

\_\_\_\_\_  
Tracy Koranda, City Clerk

DATE: \_\_\_\_\_

Approved as to Form:

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

**EXHIBIT "1"**  
**DESCRIPTION**

A portion of City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, IL described as follows: The point of beginning being located 75 feet south of the NE property corner of RICO Parcel SM-223-13; thence commencing South 330 feet more or less following the eastern property line; thence West 270 feet more or less; thence North 330 feet more or less; thence East 270 feet to the more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

**SEE ATTACHED DIAGRAM**  
**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

# Exhibit "1-A"



38th Ave

38th Ave

John Deere Rd

John Deere



Excavated Material Storage Area



Material Storage Area



Addition of Asphalt Millings

## **EXHIBIT "2"**

### **RULES AND REGULATIONS**

1. Use of Name: Lessee shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. Obstruction: Lessee, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. Noises and Odors: Lessee shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. Solicitation: Lessee shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Lessee's use of the Premises specified herein.
5. Lessee Shall Not Interfere With Reserved Rights: Lessee shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

## EXHIBIT "3"

### INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 2) Certificate Holder should read:  
City of Moline  
619 16<sup>th</sup> Street  
Moline, Illinois 61265
- 3) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***

Council Bill/Resolution No. 1034-2014

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

A RESOLUTION

AMENDING Resolution No. 1187-2013, the budget for Fiscal Year 2014 for the police department, by temporarily increasing the authorized strength for sworn personnel from 80.5 to 81.5.

\_\_\_\_\_  
WHEREAS, the police department budget authorizes 80.5 sworn positions; and

WHEREAS, an officer has submitted a letter of intent to retire on April 4, 2014; and

WHEREAS, authorizing the hire of an additional officer on March 31, 2014 will allow enrollment in the next 12-week basic police academy session beginning April 7, 2014; and

WHEREAS, the position will be eliminated through attrition, and any additional costs incurred will be absorbed in the existing police budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS AS FOLLOWS:

That Resolution No. 1187-2013, which adopted a budget for Fiscal Year 2014, is hereby amended by temporarily increasing the authorized strength for sworn personnel to 80.5 to 81.5.

BE IT FURTHER RESOLVED that authority is given the Mayor, City Administrator, and Police Chief/Public Safety Director to make these changes.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor Pro Tem

March 4, 2014

\_\_\_\_\_  
Date

Passed: March 4, 2014

Approved: March 11, 2014

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

City Clerk

Approved as to Form:

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

Council Bill/Resolution No. 1035-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Lead Based Paint Hazard Control Construction Services between the City of Moline and the City of Rock Island.

\_\_\_\_\_

WHEREAS, the City of Moline is currently without a Lead Inspector/Risk Assessor to conduct its lead inspections/assessments and prepare work write-ups (“Lead Services”); and

WHEREAS, the Cities of Moline and Rock Island provide similar Lead Services, Moline through its Community Development Division and Rock Island through its Inspection Division; and

WHEREAS, Moline wishes to enter into an agreement with Rock Island wherein Rock Island will provide Lead Services to Moline at a rate of \$40.00 per hour; the term of the agreement is 120 days; and

WHEREAS, Moline and Rock Island understand the importance of maintaining the Lead Services within the communities and believe it will be in the best interests of Moline and Rock Island to implement the joint lead based paint hazard control construction services pursuant to the terms of the agreement.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Lead Based Paint Hazard Control Construction Services between the City of Moline and the City of Rock Island; provided, however, that said Agreement is in substantially similar 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

March 4, 2014

\_\_\_\_\_  
Date

Passed: March 4, 2014

Approved: March 11, 2014

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

City Clerk

Approved as to Form:

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



**CITY OF MOLINE  
AGREEMENT FOR LEAD BASED PAINT HAZARD  
CONTROL CONSTRUCTION SERVICES**

This Agreement made into this \_\_\_ day of \_\_\_\_\_ 2014, shall be by and between the City of Rock Island (Rock Island) and the City of Moline, (Moline):

WHEREAS, the City of Moline is without a Lead Inspector/Risk Assessor to conduct and its lead inspections/assessments and prepare work write-ups (“Lead Services”); and

WHEREAS, the City of Moline is desirous of entering into an agreement with the City of Rock Island for provision of such Lead Services in the City of Moline; and

WHEREAS, the City of Moline through its Community Development Division and the City of Rock Island through its Inspection Division, currently provide similar Lead Services; and

WHEREAS, it is mutually important to maintain the successful implementation of the City of Moline and City of Rock Island’s joint Lead-Based Paint Hazard Control Program and other City of Moline related rehabilitation and housing programs.

NOW, THEREFORE, the parties jointly agree and covenant as follows:

1. Term of Agreement - The term of this agreement will be for a period of one hundred twenty (120) days beginning with the date first above written
  
2. Appointment - City of Moline hereby appoints Drake Daley, Construction Officer, an Illinois licensed Lead Inspector/Risk Assessor (“Daley”) to assist its Community Development Division with lead inspections/risk assessments and other construction services as deemed needed. Daley will act in the capacity as Lead Inspector/Risk Assessor/Construction Officer and with such authority as is granted by certain codes adopted by Moline in the Moline Code of Ordinances, the laws of the State of Illinois and the laws of the Federal Government, which regulate lead abatement construction activities and address other adopted codes.
  
3. Compensation – Moline will compensate the City of Rock Island an hourly rate of \$40.00 for each hour that professional lead services are performed for the City of Moline. This hourly rate shall cover both the cost of the professional services and the mileage on a City of Rock Island vehicle used by Daley to perform the professional lead services for the City of Moline. The minimum monthly billing amount will not exceed eighty (80) hours per month for professional lead and construction services for the Moline Community Development Division. If Daley exceeds the maximum hours specified herein, additional payments over the minimum shall be documented showing the date and hours worked over the minimum. Daley must track all of his time per project on a timesheet provided by the City of Moline.
  
4. Equipment, Office Hours and Duties – Daley will have access to the City of Moline’s XRF gun and to a desk top computer and printer during normal business hours. Daley will not be

required to have specific office hours at the City of Moline. Performance of Daley's duties, as described herein, shall coincide with normal business hours of the Planning Department, 7:30a.m. to 5:00 p.m. Monday through Friday, holidays excluded. Daley will generally be available by telephone communication and for emergencies that may arise throughout the business day. Duties to be performed will generally include, but not limited to, performing lead inspections, completing risk assessments, conducting lead clearances, shipping lead wipe samples, providing work write-ups, attending pre construction meetings, providing direction and meeting with contractors, the public, Moline staff and residents; solving problems and disputes over work scopes and code interpretations and provide recommendations to the Community Development Program Manager regarding the provisions of lead abatement.

5. Hold Harmless- Moline agrees to hold Rock Island harmless and defend for any and all liabilities that may arise from any action performed by Daley in the discharge of the duties specified herein while in Moline.

6. Staff- It is hereby expressly acknowledged that Daley remains an employee of Rock Island and as such is subject to all rules, terms and conditions of employment as pertain to said employees of Rock Island. Further, as a reflection of such acknowledgment, Rock Island shall maintain workers' compensation insurance (or alternatively self insure) for Daley and indemnify Moline for any liabilities related to workers' compensation for Daley under the workers compensation statute found generally at 820 ILCS 305/1, et seq.

7. Miscellaneous- This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together, constitute, and be one in the same instrument.

This Agreement is made and entered into in Rock Island County, Illinois to be performed in the the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

**IN WITNESS WHEREOF**, this Agreement has been executed on the day and year first written above.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_