

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, July 9, 2013

Informational

2012 Moline Fire Department Annual Report (Kim Hankins, Public Safety Director)

Questions on the Agenda

Agenda Items

1. **Request to declare a 2006 Ford E250 Cargo Van as surplus property.** (JD Schulte, Fleet Services Manager)
2. **Sewer System Cost of Service and Rate Study.** (Greg Swanson, Utilities General Manager)
3. **North Slope Improvements Project – Geotechnical Services.** (Greg Swanson, Utilities General Manager)
4. **Expansion of the Enterprise Zone for the proposed Holiday Inn Express.** (Ray Forsythe, Planning & Development Director)
5. **Amending Intergovernmental Agreement for Enterprise Zone.** (Ray Forsythe, Planning & Development Director)
6. **Annexation of 2.656 Acres Located at 2450 69th Avenue.** (Shawn Christ, Land Development Manager)
7. **Rezoning request from AG-2 (General Agriculture District) to B-4 (Highway/Intensive Business District).** (Shawn Christ, Land Development Manager)
8. **Annexation of 3.134 Acres Located in the 2200-2300 Block of 69th Avenue.** (Shawn Christ, Land Development Manager)
9. **Rezoning request from AG-2 (General Agriculture District) To B-4 (Highway/Intensive Business District).** (Shawn Christ, Land Development Manager)
10. **Request for a Variance to the Sidewalk Installation Requirements for Property Located in the 2200-2300 Block of 69th Avenue.** (Shawn Christ, Land Development Manager)
11. **Zoning Hearing Officer – Agreement for Professional Services.** (Shawn Christ, Land Development Manager)
12. **Purchase of 80 replacement PCs from Eastern Data, Inc.** (Nate Scott, Information Technology Manager)
13. **Contract for professional planning services for updates to the Moline Centre Plan, Floreiente Neighborhood Plan, and the Edgewater Neighborhood Plan.** (Jeff Anderson, City Planner)
14. **Acceptance of the Lowest Responsive and Responsible Bid From Valley Construction Company for MFT 12-00254-00-RS, 12th Avenue, 19th to 34th Streets.** (Scott Hinton, City Engineer)
15. **Approval of a Licensing Agreement requested by Holy Cross Lutheran Church.** (Chris Mathias, Property Management Coordinator)
16. **Other**

Explanation

1. Request to declare a 2006 Ford E250 Cargo Van (Equipment #363) herein as surplus property and Authorizing the Finance Director to Dispose of Said Surplus Property. (JD Schulte, Fleet Services Manager)

Explanation: The Police Department has returned a 2006 Ford E250 Cargo van with 72,000 miles to the Fleet Division that is no longer needed in their operation. The Fleet Services Division has no other use for said vehicle, therefore, it is being recommended for disposal. Authorization needs to be given to dispose of this surplus item through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

Staff Recommendation: Approval
Fiscal Impact: Revenue from the sale
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live, Quality Neighborhoods, Financially Strong City

2. Sewer System Cost of Service and Rate Study. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to accept a professional services proposal from The Municipal Financial Services Group (MFSG) to complete a Sewer System Cost of Service and Rate Study. This Study is needed to update the Water Pollution Control (WPC) Division's financial plan to support debt service that will be associated with construction of the North Slope Wastewater Treatment Plant Improvements Project, which is currently in design.

The City anticipates that construction of the North Slope Wastewater Treatment Plant Improvements Project will be funded through a low-interest loan from the IEPA's WPC Loan Program. This Loan Program requires that loan recipients prepare and submit a detailed User Charge System, an Operation, Maintenance and Replacement (OM&R) budget, and certified copies of associated sewer use and rate ordinances, all which serve to demonstrate the recipient's financial capability to support the loan debt service and properly maintain the system during the repayment period. The proposed Study will allow the City to fulfill this portion of the Loan Program requirements.

Overall, the MFSG will review the financial needs of Moline's sanitary sewer system and develop an equitable rate and fee structure that will properly fund operations, maintenance, system replacements and other expenditures, including the IEPA Loan debt service. MFSG previously completed a Sewer Rate Study for the City in 2009 and a Water Rate Study in 2011. City staff found MFSG's performance to be exemplary and its team to be knowledgeable, responsive, and forward thinking. The outcome of these previous studies established the foundation of the current financial plans for Moline's sewer and water utilities. City staff highly recommends acceptance of MFSG's current study proposal. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Sufficient funds are available in WPC Capital Replacement Reserves.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Upgrade City Infrastructure and Facilities

3. North Slope Improvements Project – Geotechnical Services. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to accept a professional services proposal from Terracon Consultants, Inc., to conduct a detailed geotechnical investigation at the North Slope Wastewater Treatment Plant. The geotechnical investigation is required to develop better understanding of the subsurface conditions, which will provide insight required to establish prudent engineering design and appropriate construction contract provisions for the North Slope Wastewater Treatment Plant Improvements Project. In accordance with the provisions of the Project's engineering design services contract, Strand Associates, Inc., issued a Request for Proposals (RFP), on behalf of the City, seeking proposals for the required geotechnical services. Three written proposals were received, as follows:

<u>Firm</u>	<u>Base Amount</u>	<u>Contingency*</u>	<u>Estimated Total</u>
Terracon Consultants, Inc.	\$33,975.00	\$ 6,750.00	\$ 40,725.00
ECS Midwest, LLC	\$55,725.00	\$11,275.00	\$ 67,000.00
Wang Engineering	\$98,496.42	\$12,477.10	\$110,973.52

*The contingency costs are based upon 5 additional rock cores. The actual number of additional cores required, if any, will be determined in the field based upon subsurface conditions encountered.

Each of these proposals was reviewed in detail for responsiveness to the scope of work, related experience and qualifications. Staff and the Project consultant, Strand Associates, Inc., have determined that the proposal submitted by Terracon Consultants, Inc., best meets the City's needs for the Project.

Staff Recommendation:	Staff recommends accepting a geotechnical services proposal from Terracon Consultants, Inc., which includes a base amount of \$33,975.00, a preliminary contingency allocation of \$6,750.00 and specific unit prices for added scope work, should such work be required.
Fiscal Impact:	Sufficient funds are available in WPC Capital Replacement Reserves
Public Notice/Recording:	N/A
Goals Impacted:	Upgrade City Infrastructure and Facilities

- 4. An Ordinance amending General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, Illinois, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Silvis, Illinois, Rock Island County, Illinois and the Village of Milan, Illinois, by revising Section 3, Exhibits "A" and "B" to include new territory within the Illinois Quad Cities Enterprise Zone for the proposed Holiday Inn Express.** (Ray Forsythe, Planning & Development Director)

Explanation: This item expands the Illinois Quad City Enterprise Zone boundaries by adding approximately 3.027 acres (.005 sq. miles) of additional territory. The project will facilitate the Holiday Inn Express. The Holiday Inn Express will consist of a four (4) story, 54,000 sq ft hotel with 110 parking spaces, located at the Quad City International Airport. There will a sizable positive impact on local construction workers and, upon completion, it is expected that 45 full time equivalent jobs will be created. The public hearing for the zone's expansion was conducted on Tuesday, June 18, 2013.

Staff Recommendation:	Approval
Fiscal Impact:	Increased property, sales and use taxes
Public Notice/Recording:	State of Illinois records upon final approval of Enterprise Zone.
Goals Impacted:	Financially Strong City; Strong Local Economy; A Great Place to Live

- 5. A Resolution amending an Intergovernmental Agreement between the Cities of Moline, East Moline, Silvis, Milan and Rock Island County, Illinois which established an Enterprise Zone now called the "Illinois Quad Cities Enterprise Zone" by changing the boundaries to add territory to the Illinois Quad Cities Enterprise Zone; and authorizing the Mayor and City Clerk to execute the amended Intergovernmental Agreement.** (Ray Forsythe, Planning & Development Director)

Explanation: The City has received a request from Frontier Hospitality Group of Illinois LLC to amend the boundaries of the Illinois Quad Cities Enterprise Zone to include 2300 69th Avenue, the proposed site of the Holiday Inn Express. The proposed project is a 4 story, 54,000 sq ft Holiday Inn Express hotel with 110 parking spaces, located at the Quad City International Airport next to the Hampton Inn. The hotel will serve travelers flying in and out of the Quad City International Airport, local business people, tourists, and residents. In addition, there will a sizable positive impact on local construction workers and, upon completion, it is expected that 45 full time equivalent jobs will be created. The public hearing for the zone's expansion was conducted on Tuesday, June 18, 2013 at 6:45 pm during the City of Moline's City Council Meeting.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: State of Illinois records upon final approval of Enterprise Zone.
Goals Impacted: Financially Strong City; Strong Local Economy; A Great Place to Live

6. Request from the Metropolitan Airport Authority to Annex a Tract of Land Totaling 2.656 Acres Located at 2450 69th Avenue. (Shawn Christ, Land Development Manager)

Explanation: Annexation is sought for the Hampton Inn property near the Quad City Airport and is conditioned on rezoning that will be considered separately. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Addition of 2.7 acres to municipal boundaries.
Public Notice/Recording: Record by Planning Department at County Recorder Office
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

7. Request from the Metropolitan Airport Authority to Rezone 2.656 Acres Located at 2450 69th Avenue from AG-2 (General Agriculture District) to B-4 (Highway/Intensive Business District). (Shawn Christ, Land Development Manager)

Explanation: If annexation is approved, this property will be zoned AG-2 (General Agriculture District) by default. The property contains a Hampton Inn hotel and must be rezoned to an appropriate zoning district. At its June 12 meeting, the Plan Commission held a public hearing to rezone this property from AG-2 to B-4 (Highway/Intensive Business District). There were no objections to the request. The Commission found the rezoning is consistent with the City's adopted land use plans and voted to recommend unanimous approval. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

8. Request from the Metropolitan Airport Authority to Annex a Tract of Land Totaling 3.134 Acres Located in the 2200-2300 Block of 69th Avenue. (Shawn Christ, Land Development Manager)

Explanation: Annexation is sought for a vacant tract near the Quad City Airport which is proposed for development of a Holiday Inn Express hotel and is conditioned on rezoning that will be considered separately. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Addition of 3.1 acres to municipal boundaries.
Public Notice/Recording: Record by Planning Department at County Recorder Office
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

9. Request from the Metropolitan Airport Authority to Rezone 3.134 Acres Located in the 2200-2300 Block of 69th Avenue from AG-2 (General Agriculture District) To B-4 (Highway/Intensive Business District). (Shawn Christ, Land Development Manager)

Explanation: If annexation is approved, this property will be zoned AG-2 (General Agriculture District) by default. The property is proposed for development of a Holiday Inn Express hotel and the owner seeks rezoning to an appropriate zoning district. At its June 12 meeting, the Plan Commission held a public hearing to rezone this property from AG-2 to B-4 (Highway/Intensive Business District). There were no objections to the request. The Commission found the rezoning is consistent with the City's adopted land use plans and voted to recommend unanimous approval. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

10. Request from Frontier Hotel Group for a Variance to the Sidewalk Installation Requirements for Property Located in the 2200-2300 Block of 69th Avenue. (Shawn Christ, Land Development Manager)

Explanation: Frontier Hotel Group has proposed to develop a Holiday Inn Express on a vacant tract owned by and located near the Quad City International Airport. The owners have applied for a variance to waive the sidewalk requirement for their frontage on 69th Avenue. Their application and site plan are attached. Staff's map exhibit and photographs are also attached.

The adjoining Hampton Inn was constructed under County jurisdiction and does not have a public sidewalk. There is a road shoulder, no curb, and a shallow ditch along the Hampton Inn frontage. Along the subject property, however, there is a curb and no ditch along the entire frontage. The property does slope to the northwest but does not appear steep enough to cause construction challenges. There is sufficient right-of-way on the subject property, but it is questionable west of the site where additional right-of-way may be needed for future improvements.

There are several businesses and restaurants in the vicinity but no sidewalks as these areas were either constructed under County jurisdiction or prior to City sidewalk requirements. McDonald's did obtain a sidewalk variance with its site redevelopment last year due to its small lot size and proximity to the 27th Street Bridge.

Staff visited the site and feels the application meets some but not all of the Council's criteria for sidewalk variances. Staff finds no hardship or unusual topography peculiar to this site, and find no safety risk. The applicant is correct that there are no other sidewalks in the vicinity and those sidewalks will not be built until adjoining sites are redeveloped or installed by the City or State.

Staff Recommendation: Denial
Fiscal Impact: None
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

11. Zoning Hearing Officer – Agreement for Professional Services. (Shawn Christ, Land Development Manager)

Explanation: The City entered into an agreement for professional services in 2006 with attorney Thomas A. Skorepa to serve as the City's Zoning Hearing Officer and preside over zoning hearings and proceedings. The agreement was extended in July 2010 for a three-year period and is due to expire. The City and Skorepa wish to extend the agreement for an additional three-year period under the same terms and conditions of the current agreement. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: NA
Goals Impacted: A Great Place to Live; Financially Strong City

12. Purchase of 80 replacement PCs from Eastern Data, Inc. (Nate Scott, Information Technology Manager)

Explanation: Staff requests Council approval for the purchase of 80 PC workstations. One hundred (100) PCs were purchased last year and this purchase will allow IT staff to replace all remaining workstations that still have the Windows XP operating system, which has an end-of-life date of April, 2014. An RFP was published and ended on June 17, 2013. Thirteen (13) responses were received, with Eastern Data, Inc. being the lowest responsive and responsible bidder with a total cost of \$38,731.20 for 80 Lenovo ThinkCentre M72e Towers. Staff budgeted \$48,000 for this purchase.

Staff Recommendation: Approval
Fiscal Impact: \$38,731.20 from the Information Technology Equipment fund.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure and Facilities

13. Authorization to execute a contract for professional planning services with The Lakota Group for updates to the Moline Centre Plan, Floreciente Neighborhood Plan, and the Edgewater Neighborhood Plan. (Jeff Anderson, City Planner)

Explanation: The Illinois Department of Commerce and Economic Opportunity (DCEO) awarded the City of Moline \$100,000.00 for the purpose of updating the Moline Centre Plan, the Floreciente Neighborhood Plan, and the Edgewater Neighborhood Plan. This grant award was made as part of a competitive grant application process under the Illinois “Ike” Disaster Recovery Program and funded through federal Disaster Recovery Community Development Block Grant (CDBG) funds through the federal Department of Housing and Urban Development. Since funding eligibility under this program is predicated upon flooding and storm damage related to Hurricane Ike, the City’s three neighborhood district plans that cover the Mississippi River shoreline were identified as the most appropriate areas to meet the program’s intent to the extent a flood prevention and mitigation element is a required program component. Renew Moline has partnered with the City on this project. The City of Moline and Renew Moline published a Request for Proposals for professional planning services to assist with the development of the above-mentioned plans. Upon review and evaluation of the proposals submitted to the City, three (3) firms were selected for an interview. Of these three firms, the Lakota Group was identified as the preferred consulting firm to assist with the project. A draft agreement and project scope is included with the agenda attachments.

Staff Recommendation: Approval
Fiscal Impact: Grant funds awarded in the amount of \$100,000.00 per an executed grant agreement with the Illinois DCEO will cover the project cost
Public Notice/Recording: N/A
Goals Impacted: Quality Neighborhoods and Vibrant Downtown, Strong Local Economy

14. Acceptance of the Lowest Responsive and Responsible Bid From Valley Construction Company for MFT 12-00254-00-RS, 12th Avenue, 19th to 34th Streets. (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation received and opened bids for MFT 254 on June 14, 2013 with the following results:

\$994,749.99	Valley Construction
\$999,015.01	Brandt Construction
\$1,024,353.00	McCarthy Improvement Company

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
MFT	210,000.00	198,950.00	220-9834-436.08-10
Federal	840,000.00	795,799.99	220-9834-436.08-10
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$1,050,000.00	\$994,749.99	

Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

15. Approval of a Licensing Agreement requested by Holy Cross Lutheran Church. (Chris Mathias, Property Management Coordinator)

Explanation: Holy Cross Lutheran Church is seeking approval of a Licensing Agreement to allow 14 boulders to be placed on 20th Avenue and 21st Avenue right-of-way at 4107 21st Avenue, Moline. The boulders will be placed at the entrances and exits of the parking lot, approximately 5 feet onto the right-of-way. Additional documentation attached.

Staff Recommendation:	Staff recommends approval of the request.
Fiscal Impact:	\$30 annual fee to the City
Public Notice/Recording:	N/A
Goals Impacted:	A Great Place to Live

City of Moline



Proposal to Complete a Sewer Cost of Service and Rate Study



June 2013

Prepared by



Municipal & Financial Services Group



June 18, 2013

Gregory Swanson
Utilities General Manager
City of Moline
30 18th Street
Moline, IL 61625

Reference: Sewer System Cost of Service and Rate Study

Dear Mr. Swanson,

The Municipal & Financial Services Group (MFSG) is pleased to submit the following proposal to complete a comprehensive sewer cost of service and rate study for the City of Moline. The proposal is based on our recent conversations and our understanding of the scope of work necessary to provide a comprehensive financial plan for the sewer system. We are excited about the continued opportunity to work with you and the City of Moline and are honored to be considered for this engagement. The remainder of this document provides our proposed scope of work, project schedule, our project team and our not-to-exceed fee estimate for the work. Please review the document and provide any comments or concerns you may have at this time.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Hyder". The signature is fluid and cursive.

David Hyder
Vice President

TABLE OF CONTENTS

A. SCOPE OF WORK.....	1
1. Understanding of the Situation	1
2. General Approach to Municipal Utility Rates	1
<i>Exhibit 1 – Schematic Diagram of Cost of Service and Rate Study</i>	<i>3</i>
3. Project Workplan	3
4. Project Schedule and Deliverables.....	8
<i>Exhibit 2 – Project Schedule and Deliverables</i>	<i>9</i>
B. PROJECT TEAM	10
1. Municipal & Financial Services Group.....	10
2. Approach to Project Management	10
3. Qualifications of Key Project Personnel.....	11
<i>Exhibit 3 – Project Organization</i>	<i>13</i>
C. ADDITIONAL INFORMATION	14
1. General.....	14
2. Not-To-Exceed Fee Estimate.....	14

A. SCOPE OF WORK

1. Understanding of the Situation

The City of Moline Sewer Division operates and maintains the City's sewer system which serves over 17,000 customer accounts. The sewer system includes 200 miles of sewer lines, fifteen sewage lift stations and two wastewater treatment plants. Like most utilities around the Country, the City faces an increasingly complex operating environment while providing sewer service. While the cost of providing sewer service continues to increase, the City, like most utilities around the Country, is experiencing a gradual reduction in the amount of water sold to its customer base, which results in reduced sewer revenues. These reduced revenues are occurring during a period of increasing regulatory requirements and replacement of aging infrastructure.

Over the last several years the City has made significant investments in the sewer system, specifically the sewer collection system. A study recently completed for the City, has identified the need for significant capital investment in the City's North Slope sewer facilities, including the North Slope wastewater treatment plant. The investments are necessary to ensure that the City meets current and future demands on the sewer system and complies with all regulatory requirements. The City plans to finance the investments in the North Slope treatment facilities with a low-interest loan from the IEPA's Water Pollution Control Loan Program. To qualify for this Loan Program, the City must submit a detailed User Charge System, an Operation, Maintenance and Replacement Budget and certified copies of associated sewer use and rate ordinances. To assist with meeting these requirements and to ensure the financial health and stability of the sewer system, the City would like to engage an independent consultant to complete a comprehensive rate study for the sewer system. The study will evaluate the equity of all rates, fees and charge. While the investments in the North Slope facilities have been specifically identified, the study will include a comprehensive long-term forecast (10 to 20 years) of necessary investments in the system including investments in the City's other wastewater facilities such as the South Slope Treatment Plant.

2. General Approach to Municipal Utility Rates

When undertaking a cost of service or rate study, it is important that participants in the study have a shared perspective of the objectives and characteristics that must be reflected in the study. Our approach to reviewing and evaluating municipal utility rates is governed by the view that the ideal rate structure must satisfy six criteria: equity, efficiency, revenue adequacy, durability, administrative practicality and legal constraints.

- **Equity** requires that rates and charges result in no undue discrimination among customers or customer classes. Although equity is normally related to the cost of service, it should be realized that customer acceptance will center on preconceived notions of equity and fairness.

- **Efficiency** refers to the ability of the rate schedule to encourage wise use of the resources devoted to the services that the utility provides. Whether or not this proves appropriate, efficiency considerations require that:
 - Rates should reflect the incremental cost of providing the next unit of service.
 - Rates should be similar for customers or customer classes served under similar conditions with similar sewerage generation patterns and strength of sewerage.
 - Customers should be able to understand the rate schedules so that they can make rational decisions regarding their purchase of additional service.
- **Revenue Adequacy** is the most fundamental of all considerations, as it recognizes that rates are basically cost driven. In evaluating any rate structure, it is necessary that the rates produce revenues sufficient to operate the system and that rates produce sufficient revenues if there are changes in demand for service.
- **Durability** means that the objective of the rate methodology is to keep rates low over time, not to merely keep them low for the short-term by omitting or deferring needed expenses such as maintenance and funding of necessary cash reserves.
- **Administrative Simplicity** recognizes that limits must be placed on the number of customer classes, complexity of the rate schedule and frequency of billing.
- **Legality** is a very basic consideration, because rate structures must incorporate applicable local, state and federal statutes. Where questionable areas exist, they should either be buttressed by documentation or modified.

The application of the above criteria should recognize that a rate schedule is a form of public policy statement, setting forth those values that the utility considers important. Rate structures must be tailored to community perceptions, realities and values.

A high-level schematic of our approach to setting rates is shown in the following exhibit.

Exhibit 1 – Schematic Diagram of Cost of Service and Rate Study

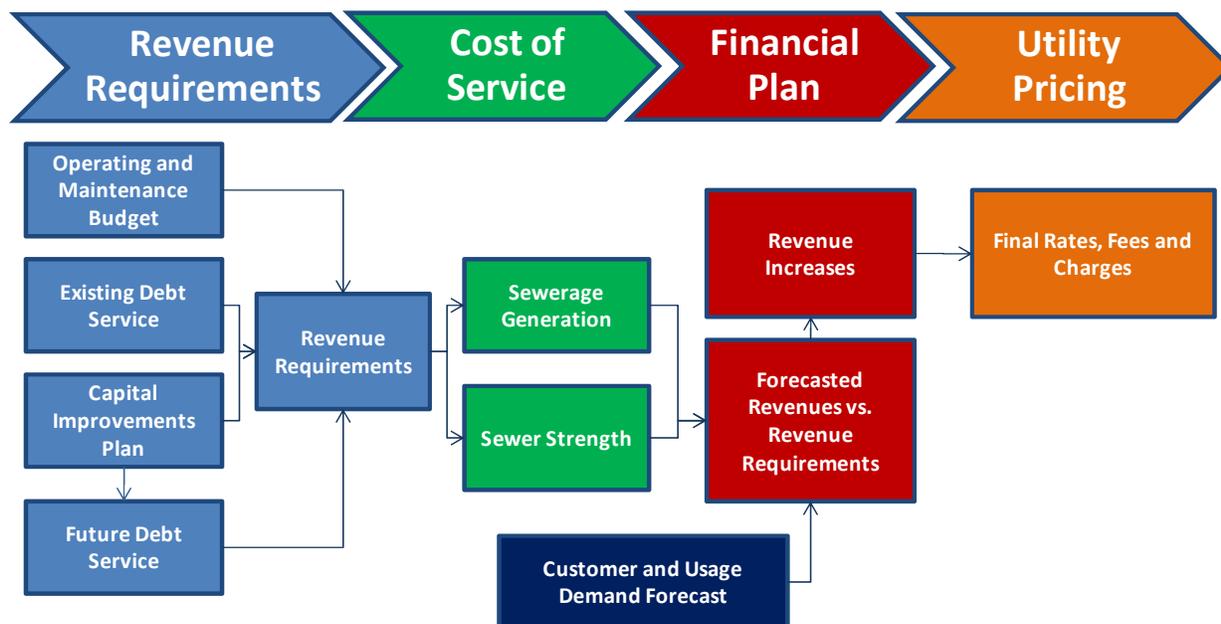


Exhibit 1 presents the overall approach for the completion of the sewer rate study which is facilitated with a comprehensive financial model. As part of the previous sewer rate study completed in 2009, MFSG developed a financial model for the Sewer Fund. We proposed to enhance and update this model to assist in the completion of the sewer rate study. This will allow for an efficient and streamlined study.

3. Project Workplan

The following section of our proposal presents our proposed workplan for the study.

Task 1 – Review Existing Data

MFSG will request from the City the latest financial, operational and customer information for the Sewer Fund. The data will be used to update the comprehensive financial model. Review of detailed customer information will allow for review the current rate structure along with potential modifications.

Task 2 - Revenue Requirements

One of the key tasks for the study is the identification of the cost of providing sewer service. Our approach includes a detailed review of each of the costs incurred by the City (both identified and unidentified) to ensure a true cost of service is developed. The cost analysis can be broken down into four main categories of costs including; operating and maintenance costs, capital improvements, existing debt service and any contributions to reserves. The following section of our proposal describes our approach to reviewing and identifying each of these costs.

2.A - Review O&M Costs

Using the City's current operating budget as a starting point, we will review the adequacy of budgeted maintenance costs, whether contained in the operating budget or reflected in any reserves for repair, renewal and rehabilitation. The objective of this review is to determine the adequacy of O&M funding levels to keep the City's sewer infrastructure in optimum operating condition, thus facilitating sustainability (i.e., lowest lifecycle cost at a given service level for the ownership and operation of the infrastructure).

2.B - Review Capital Improvements Program

We will review existing capital improvements projects identified by the City for sewer system and the recently completed North Slope Wastewater Facilities Plan. To the extent projects have not been fully identified, our project team will assist the City in developing estimates for capital projects over a ten-year period. The following activities will assist in the development of estimates for capital projects:

- Evaluation of historical and current spending levels;
- Identification of current assets and estimated useful lives;
- Identification of historical problem areas and possible criticality factors which influence useful life of assets;
- Projected system demands (over a 20 – year projection period).

To the extent that funding sources can be or have been identified for specific projects or categories of projects, this will be documented (e.g., major projects may be funded via debt, but recurring annual replacement/rehabilitation of distribution system, while capital in nature, might be funded via user fees; some projects may be financed via grants, etc.). The main output of this task will be a modeling of the year-by-year capital improvement plan, including an identified funding source, which will demonstrate both the historical and current spending levels and an enhanced "ideal" spending level. This output is often a key element used to demonstrate to policy level individuals the real costs facing the City.

2.C - Evaluate Potential Financing Sources

The types, mix and levels of various funding sources to pay for the capital and operating costs of the sewer system will be examined, and the impacts of various approaches quantified. While it is presumed that all operating and maintenance costs will be funded via user fees, the funding of capital costs can come from a number of sources. Annualized capital costs (whether in the form of debt service or cash purchases of capital assets such as rolling stock) can be funded from operating revenues (i.e., user fees), bond proceeds, grants or capital cost recovery charges from new customers.

Capital costs can be paid for from operating revenues (“pay as you go” funding, the most conservative financial approach), from grants or developer contributions, or from long-term debt (revenue bonds). Typically, a municipality might use a mix of these financing sources. Agreement on the types of financing sources and the relative amounts of revenue to be derived from each funding source is necessary to minimize subsequent iterations of rate alternatives. The output of this task will include a detailed identification of suggested timing, amounts and financing mechanisms for capital improvements.

2.D - Analyze Current and Projected Debt Service

Debt service on bonds, leases or other forms of long-term debt previously issued for sewer projects will be documented. Those projects or categories of projects contained in the CIP and which are anticipated to be debt-funded will be identified, and projections of debt service will be developed. It is assumed that the City will continue to issue debt to fund capital projects. Based on discussions with the City staff we will model the typical debt structure (e.g., payment term, level principal payments vs. level debt service) and estimated or actual interest rate if known.

2.E - Reserves

The City has historically and continues to maintain cash reserves within the Sewer Fund. We will evaluate the current reserve levels and the ability to utilize, maintain and/or increase these reserves as necessary over the projection period. The output of this task will be a forecast of the annual reserve balance and the inflows and outflows within the reserves.

2.F - Develop Revenue Requirements from Rates

Subsequent to the determination of each of the cost components of the revenue requirements, the combined total revenue requirements to be recovered from rates will be developed and projected for a ten-year period. The output of this task will be a reasonably detailed year-by-year projection of the amounts of cash revenue (i.e., the same basis as used the City’s budgeting process) required to be raised from user rates. Careful attention will be paid to avoid duplication of the costs of reserves and allowances; that is, to the extent reserves for coverage ratios are required, a review of covenants will be made to determine if voluntary reserves such as an operating reserve meet the legal requirements for coverage ratios.

2.G - Evaluate Current and Projected Demands

To forecast future revenues it will be necessary to project anticipated water demands within the City’s service area. Based on historical and projected usage, sewer facilities plans and discussions with the City Staff, sewerage generation will be developed for a 20-year period.

2.H - Develop Revenues from Miscellaneous Fees and Charges

We will review the kinds and levels of special fees and charges imposed by the City to determine if there are:

- Additional services for which the City could/should charge fees;
- Existing fees which serve no real purpose, or produce little revenue and which could be eliminated; or
- Adjustments needed for the amounts of existing fees, such as high strength surcharges.

As part of this task, we will review the usage levels/demands generated by miscellaneous fees and charges imposed by the City for sewer service.

2.I - Compare Revenue Requirement from Rates with Projected Revenues

Using the projected sewerage generation developed in Task 3.G, above, we will compare projected revenues for the next ten-years at current rates with the revenue requirement from rates for the next ten-years developed in Task 3.F for each of the customer classes. The difference between projected revenues and projected revenue requirements from rates will illustrate the cash flow deficit (or surplus) on a year-by-year basis if the City's currently adopted and implemented rates are not adjusted going forward for each of the customer classes. The revenue projections using current rates will demonstrate the amount of revenue generated from the fixed portion of the bill and from the variable portion.

Task 3 - Develop Cost of Service

The primary output of Task 3 will be a detailed ten-year projection of the cost of providing sewer service within the City and a demonstration of the ability of the current rates and fees to provide revenues that cover the cost of providing these services. The next step in our workplan is to allocate these revenue requirements to the various customers as described below.

The methodology utilized by our project team to develop cost of service for the development of sewer rates is consistent with and based on the principles provided by the Water Environment Federation's Manual of Practice 27 - Financing and Charges for Wastewater Systems. Costs will be allocated based on customer demand and strength of sewerage generation. The output of this will be a year by year cost of service analysis.

Task 4 – Rate Design

Once the revenue requirements have been appropriately allocated, the project team will begin development of the rate design for sewer rates. The following section of our workplan describes our approach to designing the rates.

Task 4.A - Identify and Evaluate Rate Alternatives

The City's current sewer rates include a fixed charge based on meter size and a consumption charge. MFSG will review the current methodology used to set rates and fees and provide guidance on suggested changes to the methodology and rate design. It must be kept in mind that the issue of rate design is a "zero sum" game; that is, the amount of money to be raised from rates is the same, regardless of the rate design. There are many rate designs that comply with industry practice and will withstand legal challenge. The sole difference between rate designs is the relative allocation of costs among customers or usage levels. The policy determinations and preferences of the City staff and City Council are the most important factor in determining the preferred rate design. Ultimately the City may not need to change the current rate structure but rather change the allocation of costs among the components of the rate structure (increasing or decreasing the fixed portion of the sewer bill). Based on discussions with the City staff a number of rate alternatives will be developed in the financial model. The bill impacts for each customer class based on the rate alternatives will be documented in the form of sample bills. The impact on various customers' bills will provide a clear picture of how each alternative affects various types of sewer customers.

Task 4.B – Develop Recommended Rates / Rate Workshop

Once the rate alternatives have been modeled and bill impacts demonstrated, the project team will conduct a rate workshop with the City's staff to demonstrate each of the alternatives. The goal of the workshop will be to reach agreement on a recommended rate structure. A tabular matrix will be developed to compare proposed rates (and their impact on customer bills) with three or more adjacent and comparable utilities.

Task 5 – Document Model

When a preferred rate design has been identified, we will refine and document in detail the spreadsheet models which updated developed during the course of the study, to facilitate periodic review and revision of user rates by either or both the City's staff and external consultants.

Prior to developing a "final" cost of service, we as a standard practice perform a variety of sensitivity analyses to identify key variables (inflation rates, growth rates, interest rates [borrowing and investments], loss or addition of wholesale customers, etc.) to assess the impact of swings in key variables.

Task 6 – Reporting

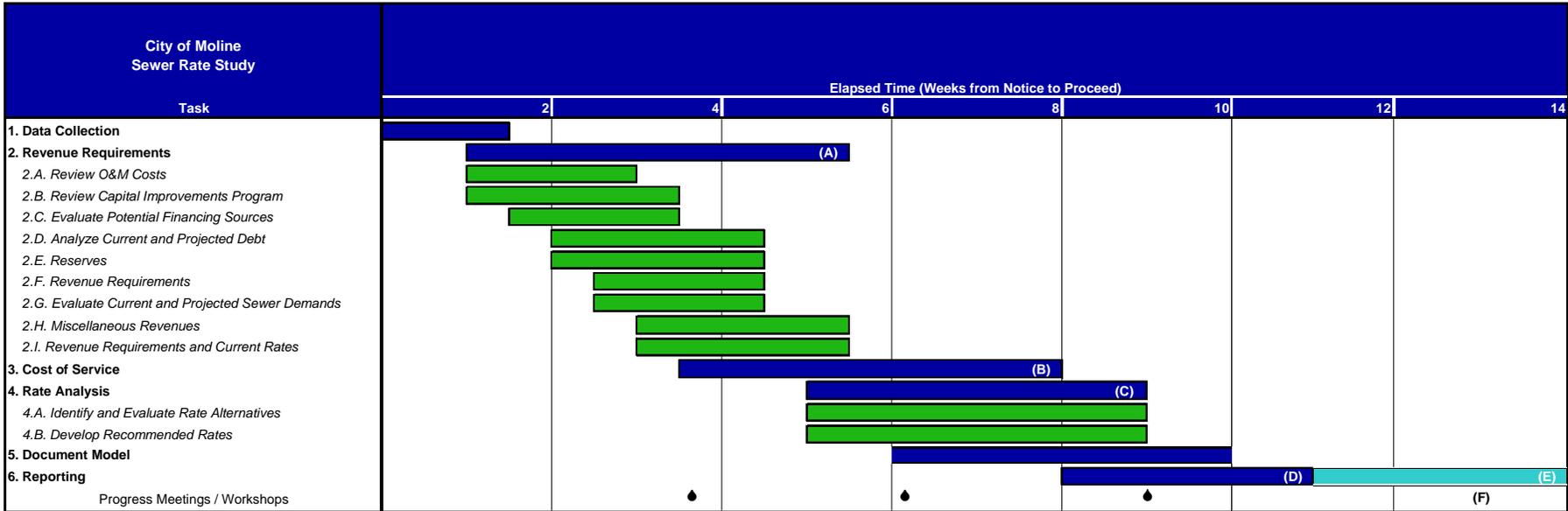
We will document all work performed in the sewer rate study in a concise narrative report, supported by a financial spreadsheet model that sets forth all calculations. All data sources relied on in the study will be identified and documented, and all assumptions clearly set forth. The report will be delivered to the City in draft form within eleven weeks of notice to proceed, and a revised report will be delivered to the City (based on the comments by the City) two weeks after receipt of comments on the draft report. The final report will include data and graphics to facilitate comparison of the City’s operational and financial indicators with those of comparable and/or nearby communities, and will include data on rates, annual bills, ratios of employees to customers, fund balance ratios, age of accounts receivable and other benchmarks.

We will present the results of the study to the City Council, City Manager and other City staff at time to be specified by the City. This formal meeting will be in addition to three workshops with the City’s “Sewer Rate Study Working Group” made up of City Staff and Council Members. MFSG has effectively used this approach with the City in prior water and sewer rate studies with the City.

4. Project Schedule and Deliverables

Exhibit 2 presents our proposed project schedule and deliverables for the completion of the sewer rate study. Assuming a notice to proceed is provided in July, we propose to have the sewer rate study complete by the end of September.

Exhibit 2 – Project Schedule and Deliverables



Deliverables:	
(A) Revenue Requirements	(E) Final Report
(B) Cost of Service Results	(F) Formal Presentations
(C) Rate Analysis	
(D) Draft Report	

B. PROJECT TEAM

This chapter of our proposal discusses our approach to project management and the specific project team that we will use to perform the sewer rate study for the City.

1. Municipal & Financial Services Group

The Municipal and Financial Services Group (MFSG) is a specialized management consulting practice that was established in 1976 and was for many years part of the management consulting department of national or regional CPA firms or engineering firms. MFSG focuses on the financial and management needs of public sector infrastructure (especially in environmentally related areas such as water, wastewater, stormwater and solid waste utilities) and in the efficient delivery of public sector services. The practice was organized in 2002 as a women-owned business (WBE), operating as a separate firm, incorporated in Maryland as a limited liability corporation (LLC). MFSG is certified as an MBE/WBE by the States of Maryland and Delaware, as an Historically Underutilized Business (“HUB”) in North Carolina and is recognized as an MBE by the Commonwealth of Kentucky. Core senior personnel have been with the firm for at least 20 years. Other key personnel in the group have worked on client projects for the practice for at least ten years. MFSG is headquartered in Annapolis, Maryland.

2. Approach to Project Management

Each engagement undertaken by the Municipal & Financial Services Group (MFSG) is under the immediate control of an Officer of the Firm. As a result, management is at all times advised of each project's status and requirements and is capable of immediately committing resources requisite to satisfy current engagement needs. The Project Officer is also the principal contact for the client, and has primary responsibility for keeping the client informed at all times of project status. The Officer is supported by a Project Manager responsible for day-to-day project direction, coordination and control.

MFSG has developed its organization, operating practices and staff to provide maximum responsiveness to the needs of its clients through the effective application of multi-disciplinary technical resources. The Project Manager draws upon the specialized talents within the Firm to achieve an optimum balance of skills and experience. Project organization is structured to maximize the attainment of client objectives on time and within budget. This enables us to perform a wide range of analysis, design, development, and implementation and training activities with maximum effectiveness.

Management practices must begin at the top and flow to all organizational elements of the Firm. MFSG’s managerial functions are administered under formalized procedures and policies to support the on-site Project Manager in effectively carrying out his role. These policies and practices are modified and expanded as required to suit particular operating circumstances and conditions of the client. In addition to providing management guidelines and firm policies,

practices and standards include internal control procedures, technical principles and methodologies, financial controls and quality control.

3. Qualifications of Key Project Personnel

We believe that the successful completion of the financial analysis for the City requires strong functional skills in municipal finance, accounting, utility engineering and economics, combined with a thorough knowledge of and experience in environmental programs, municipal utility operations and rate-setting. We have assembled and will commit to the specific performance of a very senior project team, all of whom have worked together on multiple projects over several years:

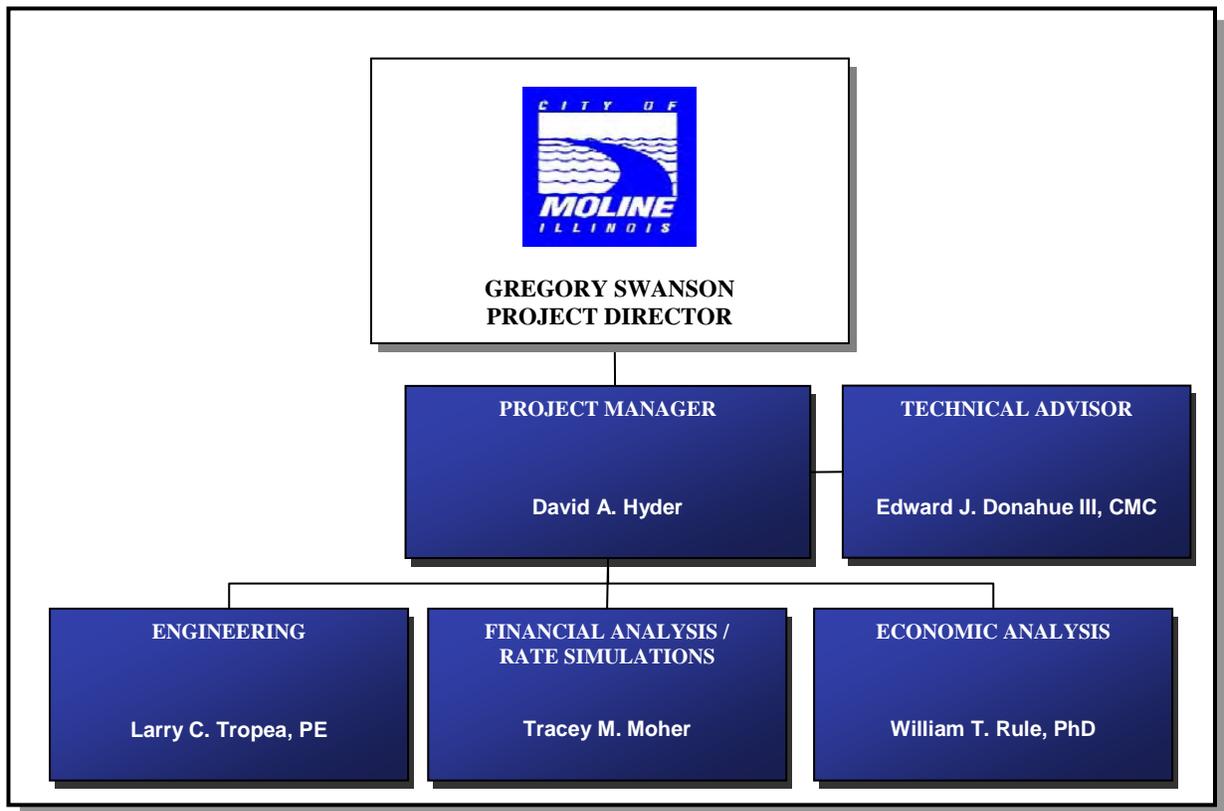
- **David A. Hyder (Project Manager)**, Vice President of the Municipal & Financial Services Group, has fourteen years experience in water, wastewater, stormwater and solid waste systems. He is a dean's list engineering graduate of Michigan State University with an MBA in finance from the Carey School of Business at Johns Hopkins University. He has served as project manager for numerous cost of service and rate studies for cities, counties and special purpose authorities and commissions in Maryland, Illinois, New York, Pennsylvania, Virginia, Florida, North Carolina, Kansas, Missouri, New York, New Hampshire and Connecticut. He served as the project manager for the prior sewer rate study and water rate study for the City of Moline. He is an active member of AWWA's Rates and Charges Committee where he recently served as a contributing author for the revision of the M1 Manual – Principals of Rates, Fee and Charges. Engineering experience includes development of water and sewer master plans for the Wicomico County / City of Salisbury, Maryland, Anne Arundel County, Maryland and Winchester/Frederick County, Virginia, and demand and consumption studies for DC Water and Sewer Authority and the Washington Suburban Sanitary Commission. Mr. Hyder will serve as the project manager for the study. He will provide project oversight, review and guidance.
- **Edward J. Donahue III, CMC (Technical Advisor/Project Officer)** established the Municipal & Financial Services Group more than 30 years ago and has served as its director ever since. His relevant experience includes cost of service, rate and feasibility work for more than 75 clients, including work for cities, counties and special purpose authorities and commissions in Alaska, Connecticut, Delaware, the District of Columbia, Illinois, Kentucky, Maine, Maryland, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Virginia and others. Recent client work includes rate work for the City of Wilmington, New Hanover County and the Lower Cape Fear Water & Sewer Authority in North Carolina; a governance study for the District of Columbia Water & Sewer Authority; organizational and operational advice for the Anchorage Water & Wastewater Utility; a financial feasibility study for the Town of Leesburg, Virginia; cost of service and rate studies for Glenview and Orland Park, Illinois; and water rate work for the Town of Manchester, Connecticut. He has served as chairman of AWWA's Finance, Accounting and Management Controls Committee and currently chairs that

organization's GASB 34 Task Force; he is currently serving on a special committee to revise and update *Water Utility Accounting*, a textbook sponsored jointly by AWWA and GFOA. He has been accredited and served as an expert witness in accounting, contract, construction and rate matters. Mr. Donahue will provide additional project oversight and review. He will provide technical support and his wealth of experience will be used to discuss all key policy issues.

- **Tracey Moher (Financial Model/Rate Simulations)** is a Senior Associate of the Municipal & Financial Services Group, applying engineering, environmental and financial skills to a broad range of infrastructure projects for clients. Her recent work has focused on cost of service studies for the Cities of Moline, Wheaton, Illinois, the City of Olathe, Kansas, the Cities of Mexico and Grandview, Missouri, Towns of Elkton and Union Bridge in Maryland, the Town of Georgetown and Sussex County in Delaware, the City of Falls Church in Virginia and the City of Annapolis in Maryland. She is a member of AWWA and a member of the AWWA Chesapeake Section Public Education Committee. She will assist with the completion of the financial analysis and model update.
- **Lawrence C. Tropea, Jr., P.E., DEE (Engineering / Operations)** has more than 35 years of professional experience in engineering and environmental programs. He has served as executive director of regional water, wastewater and solid waste authorities and director of utilities for municipal governments, where he oversaw the capital planning, design and construction of major facilities. He has served as Deputy Secretary (Water Management) of the Department of Environment Protection for the Commonwealth of Pennsylvania and as a vice president of Environmental Health and Safety for a Fortune 100 corporation. He has substantial engineering experience in all aspects of project planning and engineering management, and is an expert on the structure and effectiveness of engineering organizations.
- **William T. Rule II, Ph.D. (Economic Analysis)** has served as Chief Economist for MFSG since 1983. His work encompasses complex financial simulations to support cost of service and rate models, financial feasibility studies, economic impact and economic development studies, bond covenant compliance analyses, arbitrage rebate studies, cash flow and verification analyses, and financial analyses. Among the large municipal utilities for which he has worked are Boston, Denver, Los Angeles, Orlando, New Orleans, New York City and San Francisco. Accredited as an expert witness, he was a member of the Economics Department at Virginia Tech prior to becoming a management consultant. Mr. Rule will provide support (if necessary) on economic issues related to setting water rates.

Our project organization is depicted as Exhibit 3 on the following page.

Exhibit 3 – Project Organization



C. ADDITIONAL INFORMATION

1. General

This proposal was prepared in the Annapolis, Maryland office of MFSG, a Maryland limited liability corporation, under the direction of David A. Hyder, Vice President within the firm. Mr. Hyder is designated as the principal point of contact for matters related to this procurement. He is empowered to represent, negotiate for, and bind and commit the firm:

Municipal & Financial Services Group, LLC
 911-A Commerce Road
 Annapolis, Maryland 21401
 410.266.9101 voice
 443.538.1175 cell
 410.266.5545 facsimile
 david.hyder@mfsgllc.com
 Taxpayer ID #52-2215040

MFSG is a women-owned business certified as such by the State of Maryland (MBE Certification DOT-MBE-03-191), by the State of Delaware (Certificate #DE04100493) and is recognized as a WBE by the State of Kentucky. The firm is also certified as a Small Business by the State of Maryland (ID #1522215040).

2. Not-To-Exceed Fee Estimate

The following not-to-exceed fee estimate is developed for the scope of work presented above.

City of Moline Sewer Rate Study	Level of Effort (Hours)						Cost Estimate		
	Donahue	Hyder	Tropea	Moher	MFSG Staff	Total	Professional Fees	Expenses	Total Cost Estimate
Task									
1. Data Collection	-	4	-	12	4	20	\$ 3,500		\$ 3,500
2. Revenue Requirements	-	12	6	28	16	62	\$ 10,950		\$ 10,950
3. Cost of Service	-	4	-	8	8	20	\$ 3,300		\$ 3,300
4. Rate Analysis	4	10	-	24	12	50	\$ 8,950		\$ 8,950
5. Document Model	-	4	-	12	8	24	\$ 4,000		\$ 4,000
6. Reporting	-	14	-	16	12	42	\$ 7,450		\$ 7,450
Total	4	48	6	100	60	218	\$ 38,150	\$ 3,434	\$ 41,584
<i>Hourly Rates</i>	\$ 250	\$ 225	\$ 225	\$ 175	\$ 125				



June 21, 2013

City of Moline
30 18th Street
Moline, Illinois 61265

Attention: Mr. Greg Swanson
Utilities General Manager

Re: Proposal for Geotechnical Engineering Services
Proposed Wastewater Treatment Plant Modifications
North Slope Wastewater Treatment Plant
Moline, Illinois
Terracon Proposal No. P07130148R1

Dear Mr. Swanson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit our revised proposal to provide geotechnical engineering services for the proposed project. This proposal presents our understanding of the project information provided by Strand Associates, Inc. (Strand), the revised requested scope of services, our anticipated work schedule and lump sum fee.

1.0 PROJECT LOCATION AND INFORMATION

The following presents our understanding of the project information provided by Strand. If we have misunderstood any aspect of the proposed project, please notify us so we can review and modify, if necessary, our proposed scope of services.

Site Location

ITEM	DESCRIPTION
Location	7 1 st Avenue/North Slope Wastewater Treatment Plant, Moline, Illinois
Existing improvements	existing wastewater treatment plant (WWTP) with numerous improvements and structures, some of which will be removed for construction of the modifications
Current ground cover	based on our site visit, primarily portland cement concrete pavements with some grass areas
Existing grade	not provided, but based on our site visit, the existing grade appears to be relatively flat

Terracon Consultants, Inc., 870 40th Avenue, Bettendorf, Iowa 52722
P [563] 355-0702 F [563] 355-4789

Project Information

ITEM	DESCRIPTION
Proposed construction	The proposed modifications will include the following structures as outlined in the Request for Proposal prepared by Strand: headworks building, forward flow splitter box, primary effluent and RAS splitter box, mixed liquor splitter box, two (2) final clarifiers, forward flow chlorine contact tanks, excess flow splitter structure, RAS/WAS pumping building, sludge storage tanks, sludge control building addition, control building, underground piping and access roads. With the exception of the control building and access roads, the remaining improvements are expected to extend up to 25 feet below final grade. The below grade portions of the improvements are expected to be reinforced concrete while above grade construction will likely be masonry block and/or precast concrete.
Maximum loads	not provided
Grading	grade changes of less than a few feet are expected

2.0 SCOPE OF SERVICES

2.1 Geotechnical Services

Field Exploration Program – The scope of services requested by Strand included 33 borings to depths ranging from 6 to 54 feet below current grade. The borings are to extend to auger refusal in rock or to the maximum depth requested by Strand. The two (2) borings requested for the RAS/WAS Building will extend 5 feet below auger refusal depth by coring the rock with a NQ2 size core barrel. The revised scope also includes coring the rock at Borings 21, 22, 23, 24, 25 and 27 to depths ranging from approximately 1 foot to 22 feet below auger refusal. As requested, a contingency fee is provided to core 5 additional borings a total of 125 feet into the rock. Our lump sum fee for the base scope of services includes 910 linear feet of drilling in soil, 8 rock core setups and 77 feet of rock core.

Soil samples will be obtained using a split-barrel sampler. Four (4) samples will be obtained within the top 10 feet of each boring and on approximately 5-foot depth intervals thereafter. Water levels observed during and after drilling will be noted on our boring logs. The boreholes will be left open while our drill crew is on site and those levels will also be provided on our logs. Once the samples have been collected and classified in the field, they will be delivered to our laboratory.

As requested, Terracon will field screen portions of the soil samples using a PID. This device provides a direct reading in parts per million isobutylene equivalents. Upon removal of the

sampler from the borehole, Terracon will place a portion of the soil sample in a Ziploc® bag. After a stabilization period, Terracon will screen the headspace above the soil using the PID equipped with an approximate 10 electron-volt ultraviolet lamp source. We will calibrate the unit in accordance with manufacturer's recommendations. The results will be provided on the boring logs for interpretation by others. Since samples will not be obtained, our contingency fee for the rock coring does not include field screening with a PID.

Laboratory Services – Laboratory testing of the samples will include natural water contents and visual-engineering classifications. As appropriate, pocket penetrometer tests will be performed on cohesive samples. Unconfined compression strength tests will be performed on up to four (4) rock core samples. Up to four (4) Atterberg limits tests are included in our fee. Due to the depth of the proposed structures and shallow rock, the requested consolidation tests were not considered necessary and are not included in our lump sum fee. Upon request, further testing can be performed for an additional fee.

Engineering Analysis and Report – After completion of the field and laboratory testing programs, the data and conditions will be summarized on boring logs and in a report prepared under the supervision of an engineer licensed in the State of Illinois. This report will contain a description of the project, a summary of the drilling, sampling and testing procedures, computer generated boring logs, a boring location plan and the following:

- An overview of the subsurface conditions
- Earthwork recommendations including fill materials and fill placement and compaction
- Site preparation including areas with existing improvements
- Discussion regarding rock excavation
- Discussion regarding excavating adjacent to existing structures/underground piping
- Recommendations for the design of shallow and deep foundations including allowable bearing pressures, side friction values, lateral resistance and anticipated settlements (as appropriate)
- Intermediate and deep foundation alternatives (as appropriate)
- Evaluation of the subsurface conditions in the area of apparent settlement of the 1972 addition to the Main Control Building
- Floor slab and pavement subgrade preparation recommendations
- Lateral earth pressures for below grade reinforced concrete structures
- Estimates of minimum pavement thicknesses based on traffic volumes to be provided by others
- Short-term water levels and their possible influence on construction
- Seismic Site Class in accordance with IBC

Unless otherwise requested, three (3) paper copies and an electronic copy (PDF) of the report will be provided.

Schedule - If site and weather conditions permit, we anticipate beginning the field exploration program within about 10 days of receiving written notice to proceed. Provided we are awarded the services by July 16, 2013, our report will be submitted on or before August 24, 2013. We can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs and on or before August 14, 2013.

Conditions - Our fee is based on the boring locations being accessible to a truck-mounted drill rig. Distances for laying out the borings will be obtained by the drill crew using a cloth measuring tape from the existing structures and estimating right angles. Approximate elevations are generally obtained by the drill crew using an engineer's level and will be referenced to an existing building. If a specific benchmark is desired, we need its location and elevation before we commence the fieldwork. If more precise survey data is needed, we recommend that the City of Moline (Moline) retain a firm that provides these services.

It is our understanding the field work will be subject to Illinois Prevailing Wages. Our lump sum fee is based on the June 2013 rates.

Items to be provided by Moline include the right of entry to conduct the exploration, and an awareness and/or location of any subsurface utilities existing in the area. Terracon will contact the Illinois "J.U.L.I.E." utility locating service, but Terracon will not be responsible for underground utilities incorrectly marked, or not marked by others. Private utilities located in the project area are the responsibility of Moline. If there are any other restrictions or special requirements regarding this site or exploration, these also should be made known to us prior to commencing fieldwork.

The following items (as available) should be provided to us:

- foundation loading
- design details of each structure including embedment depths below grade
- site grading plan
- any other relevant information

The borings will be backfilled after drilling/delayed water level readings with auger cuttings mixed with bentonite using normal care, but some settlement of the boreholes may occur. Unless otherwise instructed, excess auger cuttings will be discarded on-site. Our scope of services does not include any liability related to the presence of the boreholes and/or responsibility for future maintenance, migration of contaminants or backfilling of the boreholes. If this is a concern, the borings can be backfilled with bentonite for an additional fee.

Reasonable care will be taken to reduce damage to the site, but it is difficult to estimate the cost to restore the site to its original condition prior to performing the work. For this reason, this cost is not included.

If obstructions are encountered, the boring will be offset and redrilled, or we will attempt to core through the obstruction. We will contact Moline prior to coring through any obstruction so the location of private utilities can be verified. The cost for the additional auger or core footage will be in addition to our lump sum fee.

Our fee is based on performing the field exploration without the need for personal protective equipment. As part of our services, portions of the samples obtained will be field screened using a photoionization detector (PID). As our normal standard of care, the exploration at any boring location will be terminated and our findings discussed with you if evidence of contamination is encountered. Should personal protective equipment or special borehole sealing procedures become necessary, our fee will be discussed with you prior to commencing further drilling. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

3.0 COMPENSATION

For the requested scope of services outlined in this proposal, we are submitting the following lump sum fees:

- Base Geotechnical Services..... \$33,975
- Contingency (5 rock core setups and 125 of rock core) \$6,750

Should subsurface conditions be encountered which would require revisions in the subsurface exploration program and/or result in higher costs, we will contact you prior to initiating this work. If contact cannot be made, reasonable changes in the drilling program, such as deepening a boring, will be made by Terracon while the drill crew is on site. In this case, Moline agrees to reimburse Terracon for these additional services. Unit rates for some basic services will be as follows; unit rates for services not included in the list below will be provided at the time those services are required:

Description	Rate
Soil drilling (0 to 20 feet)	\$22/foot
Soil drilling (20 to 40 feet)	\$25/foot
Soil drilling (40 to 60 feet)	\$30/foot
Rock bit drilling	\$42/foot

Rock core setup	\$100/each
Rock core (NQ2 size)	\$50/foot
Environmental Technician	\$75/hour
Support vehicle	\$95/day

Our geotechnical fee includes 3 hours of engineering time to review final plans and specifications for the project. The cost of work performed after submittal of our report such as addendum reports due to project changes or information that was not provided/available at the time our report was prepared is not included in our fee.

D. CLOSURE

This proposal may be accepted by returning one (1) executed copy of the attached Agreement for Services. Acceptance of this proposal indicates your willingness to pay our invoice upon receipt, in accordance with the attached Terms and Conditions.

Thank you for considering Terracon for your geotechnical and environmental engineering services. We at Terracon look forward to putting our expertise to work for you on this project. We are available to discuss the details of this proposal with you.

Sincerely,

Terracon Consultants, Inc.



W. Ken Beck, P.E.
Senior Principal

WKB:N:Proposal Documents\2013\P07130148\Moline NS WWTP P07130148R1

Enclosures

cc: Strand Associates, Inc. – Mr. Troy W. Stinson, P.E.

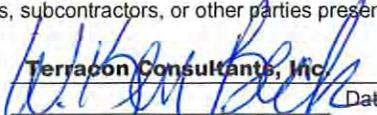
AGREEMENT FOR SERVICES

This **AGREEMENT** is between City Of Moline Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Moline North Slope Wastewater Treatment Plant Modifications project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/21/2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

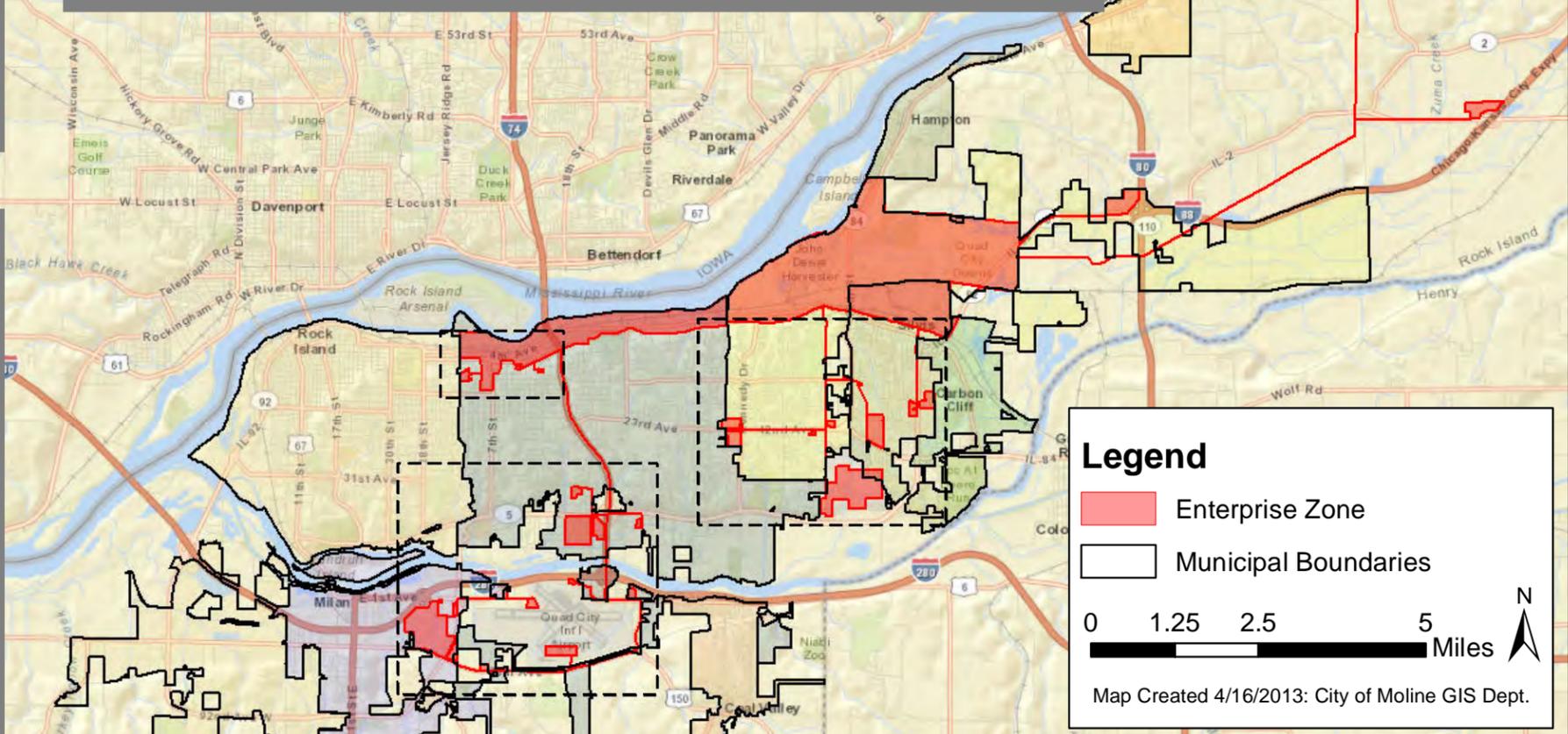
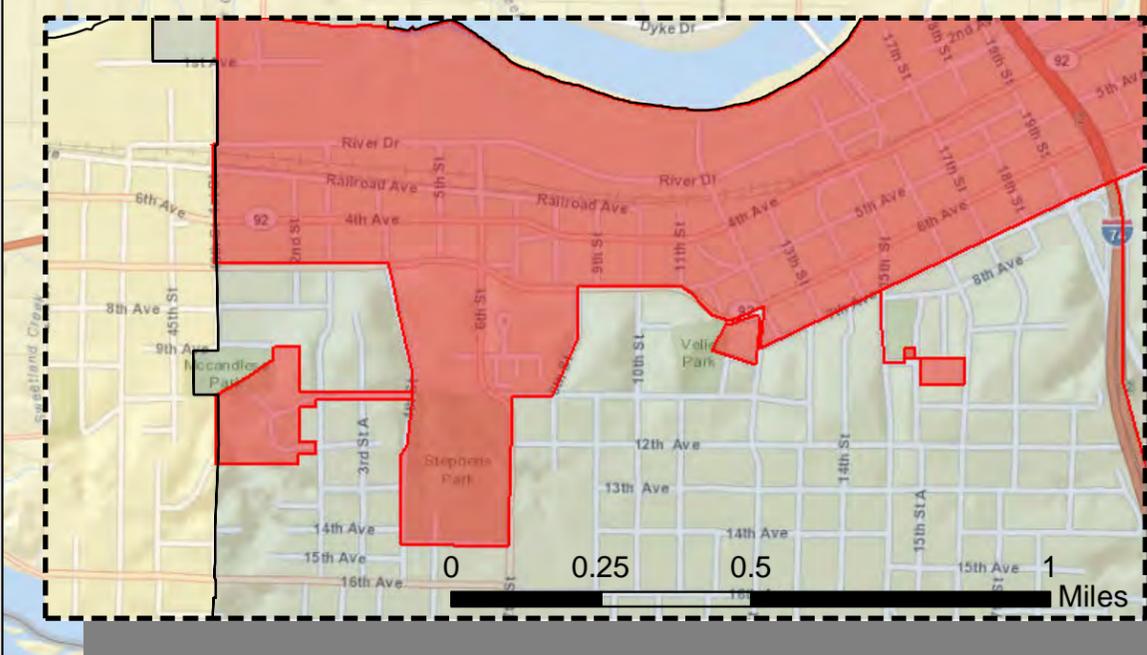
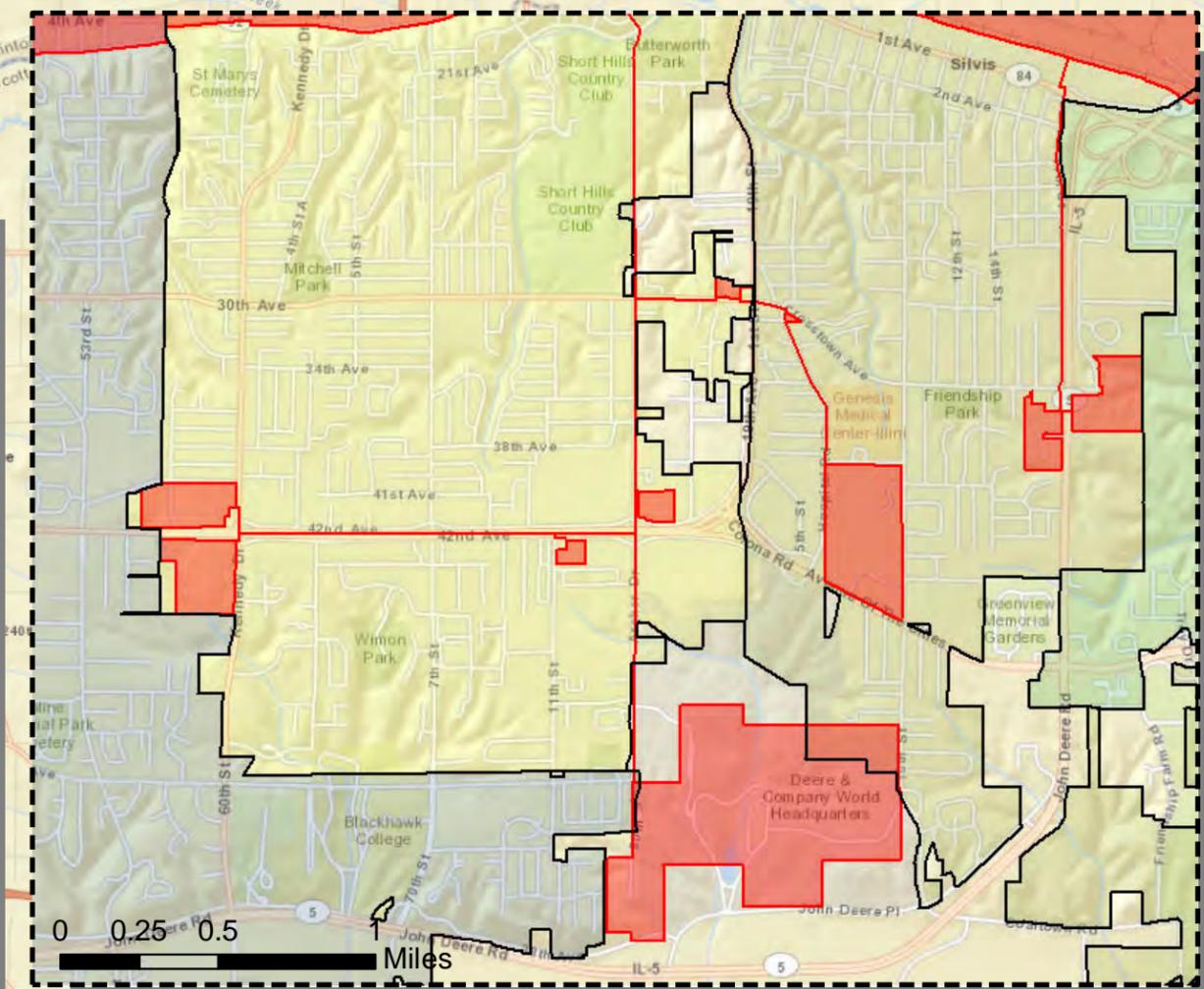
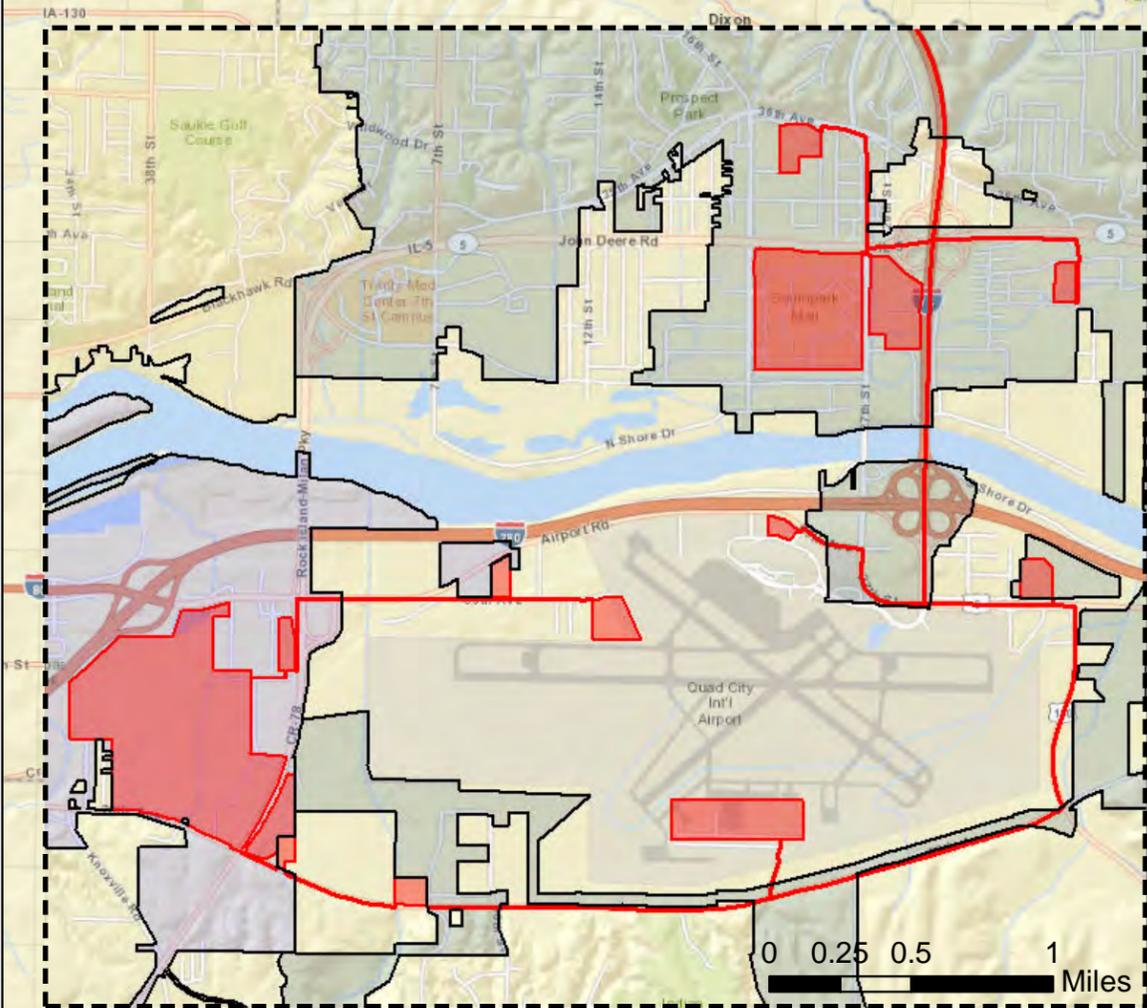
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
By:  Date: 6/21/2013
Name/Title: W. Ken Beck / Senior Principal
Address: 870 40th Ave.
Bettendorf, IA 52722
Phone: (563) 355-0702 Fax: (563) 355-4789
Email: wkbeck@terracon.com

Client: City Of Moline Illinois
By: _____ Date: _____
Name/Title: Greg Swanson /
30 18th Street
Address: Moline, IL 61265
Phone: (309) 524-2301 Fax: (309) 524-2314
Email: gswanson@moline.il.us

Reference Number: P07130148R1

Quad Cities Enterprise Zone



Legend

- Enterprise Zone
- Municipal Boundaries

0 1.25 2.5 5 Miles

Map Created 4/16/2013: City of Moline GIS Dept.

STAFF REPORT
Department of Planning and Development
PC 13-06
June 12, 2013

GENERAL INFORMATION

Owner/Applicant: Metropolitan Airport Authority of Rock Island County (owner & applicant)

Requested Action: Rezone two tracts from AG-2 General Agricultural District to B-4 (Highway/Intensive Business District) upon annexation

Location: 2200 and 2450 69th Avenue (Airport Road)

Size of Tracts: 64.669 acres

Existing Land Use: Agriculture/vacant

Existing Zoning: County B-3 (defaults to City AG-2 when annexed)

Surrounding Land Use: Airport, agriculture/vacant, industrial park

BACKGROUND

The Airport Authority has petitioned to annex two tracts located near the QC International Airport on 69th Avenue. One tract is vacant and contains 3 acres; this site will be developed as a Holiday Inn Express. The second tract is 2.7 acres in size and contains a Hampton Inn.

The tracts will be zoned AG-2 General Agricultural District by default when they are annexed into the City. The Airport Authority has petitioned to rezone both sites to B-4 to accommodate the hotels.

ANALYSIS & REVIEW CRITERIA (SEC. 35-2203)

With the pending annexation, the City must select an appropriate zoning district for the property. The zoning code states the AG-2 District is not intended to serve as a preservation district, rather, it is intended to serve as a holding zone for larger, newly annexed properties prior to rezoning and approval of appropriate development plans. There is a continuing trend for growth and development to extend south of the Rock River, with commercial/industrial development in the vicinity of the airport and major roadways. Residential development is focused further south, above and beyond the bluffs.

The proposed rezoning is compatible with the surrounding area and matches B-4 zoning in the vicinity of the site. The purpose and intent of the B-4 District is to provide for development of intensive, general commercial uses adjacent to expressways or along other major arterial

thoroughfares. The B-4 District is characterized by a variety of intensive commercial uses housed in large buildings in either a single use or several uses in a strip center setting. The District is dominated by uses with indoor operations but also provides for outdoor display, storage, or sale of merchandise. By following applicable development standards, there should be no adverse impact on the capacity of the street network, and no parking problems, environmental impacts, or other nuisances. Adequate public facilities and services are available to the sites. There is an adequate supply of land available in the surrounding area to accommodate the zoning and community needs. There is a need to provide space for intensive business development. The community will benefit from this rezoning, in accordance with its adopted plans and strategies, by encouraging orderly business growth adjacent to the airport.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

This area is located within the South Rock Planning District as described in Chapter 10 of the Comprehensive Plan. Plan text in Chapter 10 states that:

- Due to near buildout and constraints from bordering communities, “the only real growth opportunities lie south of the Rock River”. These areas will “need to be annexed”, within the “recommended strategies for orderly expansion”.
- “Ultimately, all areas north of Indian Bluff Road and south of the Rock River will be business development. This will include the full variety of uses from commercial, retail, hospitality, service, office, warehouse, office-warehouse, and industrial.”
- “This area is the future economic driver of Moline and the city needs to move forward with annexation so that it can help guide new development rather than end up trying to correct development problems that could have been prevented.”

The Future Land Use Plan for the South Rock Planning District calls for Commercial use on the subject property. The Commercial land use category “includes a broad variety of retail and service uses whether located in centers or in standalone buildings. The list of uses includes but is not limited to retail, financial, box stores and restaurants.” It is staff’s opinion that the request to rezone the property to B-4 (Highway/Intensive Business District) is consistent with the Plan’s recommendation.

The proposed rezoning is generally consistent with the following Goals as indicated in Chapter 7 of the Comprehensive Plan:

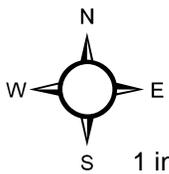
- Goal #3: Business Development and Retention
- Goal #5: Provision of public services and utilities to meet current and future needs
- Goal #6: Creating quality places
- Goal #7: Growth south of the Rock River

STAFF RECOMMENDATION

Recommend approval of the request to rezone the subject properties from AG-2 to B-4, contingent upon annexation.

ATTACHMENTS

Proposed Annexation Plat, Location & Zoning Map w/ aerial photograph, Application materials



1 inch = 400 feet

ANNEXATION PLAT

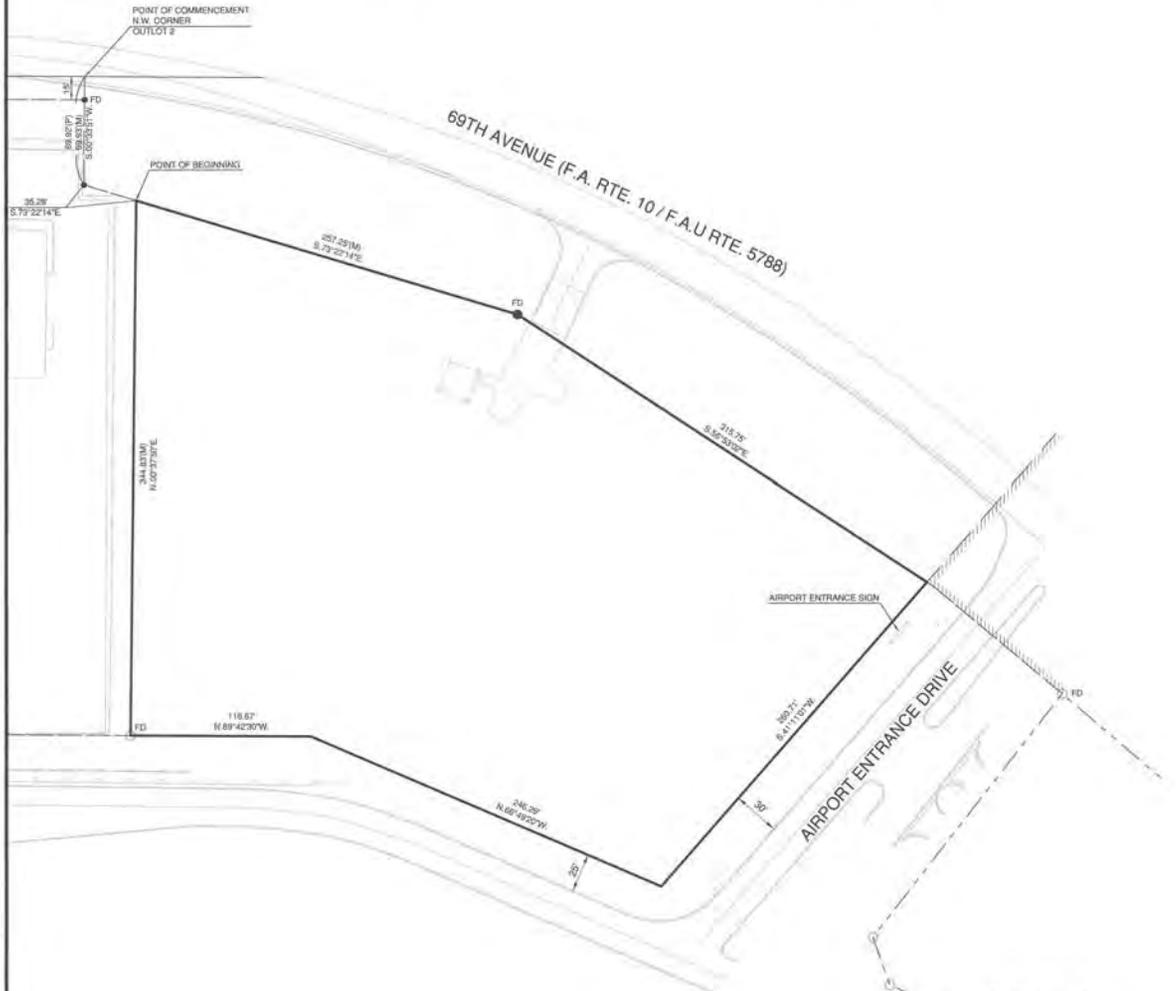
PART OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 16 AND PART OF THE N.E. 1/4 OF THE N.W. 1/4 SECTION 21 ALL IN T. 17 N., R. 1 W., 4TH PRINCIPAL MERIDIAN IN ROCK ISLAND COUNTY, ILLINOIS.
3.134 Ac.±



SITE LOCATION MAP
1"=4000'

CMT
CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
License No. 184-00613

CONSULTANTS



LEGEND

- ANNEXATION LIMITS BY THIS DOCUMENT
- - - EXISTING LOT LINE
- - - EXISTING ROW
- - - SECTION LINE
- /// EXISTING CORPORATE LIMITS
- EXISTING IRON PIN
- EXISTING IRON PIPE
- (N) MEASURED DISTANCE
- (P) PLAT DISTANCE

PROPOSED HOTEL SITE
QUAD CITY INTERNATIONAL
AIRPORT
MOLINE, ILLINOIS

OWNER

MOLINE AIRPORT
MOLINE, ILLINOIS

LEGAL DESCRIPTION

PART OF OUTLOTS 2 AND 3 OF VALLEY VIEW PLACE, AN ADJUNCTION SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21 ALL IN TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN IN ROCK ISLAND COUNTY, ILLINOIS. SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID OUTLOT 2, THENCE SOUTH 00 DEGREE 33 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT 2 A DISTANCE OF 69.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 69TH AVENUE (F.A. ROUTE 10/F.A.U. ROUTE 5788); THENCE SOUTH 73 DEGREES 22 MINUTES 14 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 35.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73 DEGREES 22 MINUTES 14 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 257.25 FEET; THENCE SOUTH 54 DEGREES 53 MINUTES 02 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 315.75 FEET; THENCE SOUTH 41 DEGREES 11 MINUTES 01 SECONDS WEST A DISTANCE OF 260.71 FEET; THENCE NORTH 66 DEGREES 49 MINUTES 20 SECONDS WEST A DISTANCE OF 346.29 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 116.67 FEET; THENCE NORTH 00 DEGREE 37 MINUTES 50 SECONDS EAST A DISTANCE OF 344.83 FEET TO THE POINT OF BEGINNING, CONTAINING 3.134 ACRES MORE OR LESS.

BASIS OF BEARINGS ARE TO THE WEST LINE OF SAID OUTLOT 2 SOUTH 00 DEGREE 33 MINUTES 51 SECONDS WEST TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83).

ALSO:
INCLUDING THE ENTRANCE DRIVE OF THE "AIRPORT ENTRANCE DRIVE" LYING ADJACENT TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT.

David S. Earles
ILLINOIS PROFESSIONAL LAND SURVEYOR
3104 NUMBER APRIL 25, 2013 DATE



FILE: N:\MOLINE\401\10705\Survey\A\Annex\Title\Site_1.dwg
Date: Thursday, April 25, 2013 4:42:58 PM

MARK	DATE	DESCRIPTION
PROJECT NO:	12014-07-00	
CAD (DWG) FILE:	ANNEX HOTEL SITE 1.DWG	
DESIGNED BY:	DSE	
DRAWN BY:	YN	
CHECKED BY:	DSE	
APPROVED BY:	DSE	
CDP/PROCT:	CRAWFORD, MURPHY & TILLY, INC. 2012	

SHEET TITLE
ANNEXATION PLAT

SHEET 0 OF 1

STAFF REPORT
Department of Planning and Development
PC 13-06
June 12, 2013

GENERAL INFORMATION

Owner/Applicant: Metropolitan Airport Authority of Rock Island County (owner & applicant)

Requested Action: Rezone two tracts from AG-2 General Agricultural District to B-4 (Highway/Intensive Business District) upon annexation

Location: 2200 and 2450 69th Avenue (Airport Road)

Size of Tracts: 64.669 acres

Existing Land Use: Agriculture/vacant

Existing Zoning: County B-3 (defaults to City AG-2 when annexed)

Surrounding Land Use: Airport, agriculture/vacant, industrial park

BACKGROUND

The Airport Authority has petitioned to annex two tracts located near the QC International Airport on 69th Avenue. One tract is vacant and contains 3 acres; this site will be developed as a Holiday Inn Express. The second tract is 2.7 acres in size and contains a Hampton Inn.

The tracts will be zoned AG-2 General Agricultural District by default when they are annexed into the City. The Airport Authority has petitioned to rezone both sites to B-4 to accommodate the hotels.

ANALYSIS & REVIEW CRITERIA (SEC. 35-2203)

With the pending annexation, the City must select an appropriate zoning district for the property. The zoning code states the AG-2 District is not intended to serve as a preservation district, rather, it is intended to serve as a holding zone for larger, newly annexed properties prior to rezoning and approval of appropriate development plans. There is a continuing trend for growth and development to extend south of the Rock River, with commercial/industrial development in the vicinity of the airport and major roadways. Residential development is focused further south, above and beyond the bluffs.

The proposed rezoning is compatible with the surrounding area and matches B-4 zoning in the vicinity of the site. The purpose and intent of the B-4 District is to provide for development of intensive, general commercial uses adjacent to expressways or along other major arterial

thoroughfares. The B-4 District is characterized by a variety of intensive commercial uses housed in large buildings in either a single use or several uses in a strip center setting. The District is dominated by uses with indoor operations but also provides for outdoor display, storage, or sale of merchandise. By following applicable development standards, there should be no adverse impact on the capacity of the street network, and no parking problems, environmental impacts, or other nuisances. Adequate public facilities and services are available to the sites. There is an adequate supply of land available in the surrounding area to accommodate the zoning and community needs. There is a need to provide space for intensive business development. The community will benefit from this rezoning, in accordance with its adopted plans and strategies, by encouraging orderly business growth adjacent to the airport.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

This area is located within the South Rock Planning District as described in Chapter 10 of the Comprehensive Plan. Plan text in Chapter 10 states that:

- Due to near buildout and constraints from bordering communities, “the only real growth opportunities lie south of the Rock River”. These areas will “need to be annexed”, within the “recommended strategies for orderly expansion”.
- “Ultimately, all areas north of Indian Bluff Road and south of the Rock River will be business development. This will include the full variety of uses from commercial, retail, hospitality, service, office, warehouse, office-warehouse, and industrial.”
- “This area is the future economic driver of Moline and the city needs to move forward with annexation so that it can help guide new development rather than end up trying to correct development problems that could have been prevented.”

The Future Land Use Plan for the South Rock Planning District calls for Commercial use on the subject property. The Commercial land use category “includes a broad variety of retail and service uses whether located in centers or in standalone buildings. The list of uses includes but is not limited to retail, financial, box stores and restaurants.” It is staff’s opinion that the request to rezone the property to B-4 (Highway/Intensive Business District) is consistent with the Plan’s recommendation.

The proposed rezoning is generally consistent with the following Goals as indicated in Chapter 7 of the Comprehensive Plan:

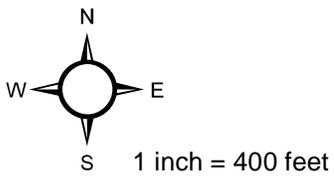
- Goal #3: Business Development and Retention
- Goal #5: Provision of public services and utilities to meet current and future needs
- Goal #6: Creating quality places
- Goal #7: Growth south of the Rock River

STAFF RECOMMENDATION

Recommend approval of the request to rezone the subject properties from AG-2 to B-4, contingent upon annexation.

ATTACHMENTS

Proposed Annexation Plat, Location & Zoning Map w/ aerial photograph, Application materials



AGREEMENT BETWEEN THE CITY OF MOLINE AND ATTORNEY FOR
SERVICES AS THE ZONING HEARING OFFICER

This AGREEMENT, entered into this _____ day _____, 2013 by and between the City of Moline, Illinois, hereinafter referred to as "the CITY," and Thomas A. Skorepa, hereinafter referred to as "the ATTORNEY."

WHEREAS, the CITY entered into an agreement for services with the ATTORNEY on July 27, 2010; and

WHEREAS, the CITY desires to retain the ATTORNEY to continue to provide services as the Zoning Hearing Officer for the City.

IT IS THEREFORE STIPULATED, COVENTED, AND AGREED by and between the parties hereto in consideration of the mutual covenants contained herein as follows:

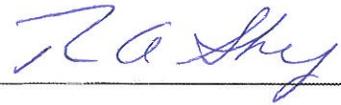
1. The CITY does hereby appoint the ATTORNEY as the Zoning Hearing Officer to preside at all zoning appeal hearings and to fulfill the duties as directed by Article II, Divisions 1 and 2 of the Moline Zoning and Land Development Code.
2. That, in the performance of his duties, the ATTORNEY will hear testimony and other evidence offered during the zoning appeal hearings relevant to the validity of the proposed variations of the Zoning and Land Development Code. At the conclusion of the presentation of evidence, he will issue and sign a written finding and decision on each item presented at the zoning appeal hearing.
3. The ATTORNEY will have the assistance of the staff of the City of Moline, as may be assigned to the Zoning Hearing Officer to assist him in administration of the zoning appeal hearings.
4. It is agreed that all hearings shall be held in the Moline City Council Chambers on the top floor of Moline City Hall, 619 16th Street, Moline, Illinois. If at any time this location will be unavailable, an alternate location may be arranged for by the City of Moline staff. The time and date of hearings shall be the third Thursday of every month at 4:00 p.m., unless otherwise specified by the CITY and agreed upon by the ATTORNEY.
5. All necessary forms, stationery, supplies, and equipment will be provided by the CITY.
6. The CITY will pay the ATTORNEY an hourly rate equal to that paid for MUNICIPAL as currently in effect and approved by the City Council. This rate shall be billable in quarter hour increments for time spent in zoning appeal hearings and also time spent reviewing or considering zoning appeal applications outside of said hearings.

7. This agreement shall remain in effect for a period of three (3) years and may be terminated in advance by either party by giving sixty (60) days notice in writing of said termination.

CITY OF MOLINE, ILLINOIS

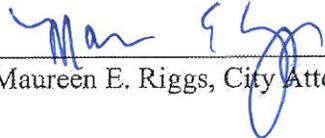
THOMAS A. SKOREPA

By: _____
Scott Raes, Mayor

By:  _____

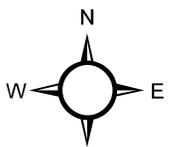
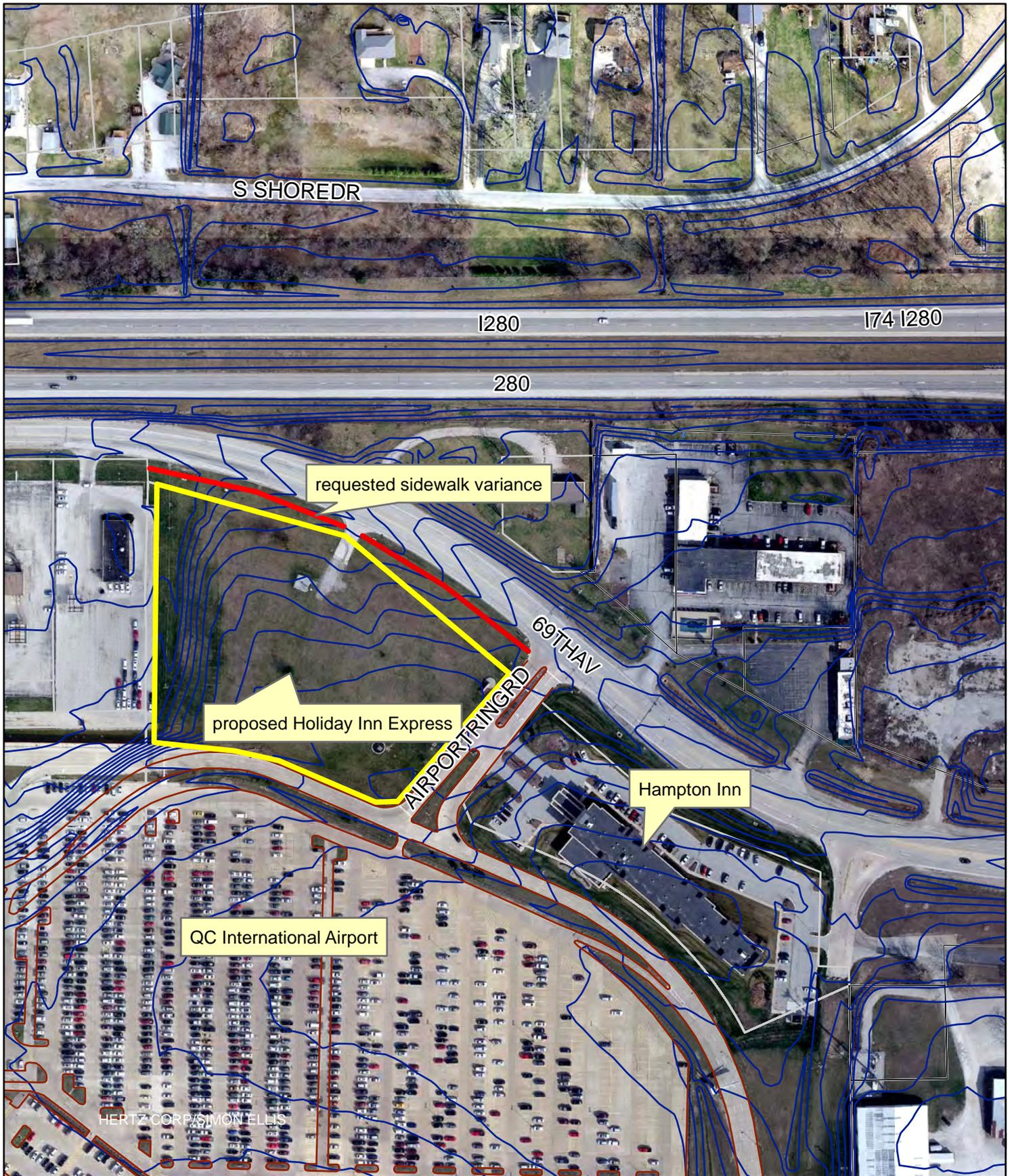
Attest: _____
Tracy A. Koranda, City Clerk

Approved as to Form:



Maureen E. Riggs, City Attorney





1 inch = 200 feet

BID OPENING FOR: 60-80 Lenovo PC Purchase					
DATE:	6/19/2013				
TIME:	10:00 AM				
LOCATION:	1640 6th Ave, IT Office				
ATTENDING:	NATE SCOTT - IT				
VENDOR NAME	Base PC Total Cost	3-year warranty included	all specs met	all RFP required docs/formatting present?	notes
Eastern Data, Inc. 4386 Park Drive Norcross, GA 30093 770.279.8888 ext 120	\$484.14	yes, standard manufacturer's (includes limited onsite)	yes	yes	Net 30 Valid until 8/17/2013
Computers on the Move 6910 N. Crestwood Dr. Glendale, WI 53209 414.228.8400	\$486.73	yes, limited onsite	yes	yes	
SDF Professional Computers 813 South Evans Street Greenville, NC 27834 1.800.756.4727	\$495.00	yes, standard limited	yes	yes	goes up to \$555 after 06/24
Computer Revolutions 3654 Ave of the Cities Moline, IL 309.797.9114	\$496.75	yes, extended onsite?	yes	yes	
Ace Office Supplies 631 Triumph Ct., #5 Orlando, FL 32805	\$499.50	yes	yes	yes	
SHI International 290 Davidson Ave Somerset, NJ 08873 1.888.764.8888	\$504.00	yes, onsite, keyboard, mouse included	yes	yes	

OM Office Supply 5007 Carlisle Pike, Suite 101 Mechanicsburg, PA 17050	\$515.00	yes, manufacturer's	yes	yes	
Ace Computers 1425 E. Algonquin Rd. Arlington Heights, IL 60005	\$515.00	yes	yes	yes	
Business Services P.O. Box 8102 Longboat Key, FL 24228	\$524.00	yes, limited	yes	yes	
Howard Technology Solutions 36 Howard Drive Ellisville, MS 39437	\$533.00	not specified	yes	yes	
Southern Computer Warehouse 1395 S. Marietta Pkwy Marietta, GA 30067	\$535.06	yes	yes	yes	
Antares Computer Systems 8114 S. Maryland Chicago, IL 60619	\$579.00	yes	yes	yes	
Insight Public Sector 6820 S. Harl Avenue Tempe, AZ 85283	\$659.98	not specified	yes	yes	

PROFESSIONAL SERVICES/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into by and between the _____ (hereinafter referred to as the "Grantee") and _____ (hereinafter referred to as the "Consultant") WITNESS THAT:

WHEREAS, the Grantee and the Consultant desire to enter into a contract to formalize their relationship; and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974 as amended, and the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Pub. L. 110-329), the Illinois Department of Commerce and Economic Opportunity (DCEO) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Disaster Recovery Community Development Block Grant (CDBG) program funds to nonprofit organizations selected to undertake and carry out certain programs and projects under the Illinois "Ike" Disaster Recovery Program (hereinafter referred to as IDRP) in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the Grantee, as part of its IDRP grant agreement with DCEO, under grant number # _____, has been awarded IDRP funds for the purposes set forth herein; and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Grantee's approved IDRP project; and

WHEREAS, it would be beneficial to the Grantee to utilize the Consultant as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the IDRP project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant shall complete in a satisfactory and proper manner as determined by the Grantee the work activities described in Scope of Work (**ATTACHMENT #1** to this contract).

The Grantee will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in **Section D** below.

B. TIME OF PERFORMANCE

The services of the Consultant shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement.

C. ACCESS TO INFORMATION

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the Grantee. No charge will be made to the Consultant for such information, and the Grantee will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this contract.

D. CONSIDERATION

The Grantee shall reimburse the Consultant in accordance with **ATTACHMENT #2 (Compensation and Method of Payment)** of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the Grantee exceed the sum of \$_____. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

It is understood that this contract is funded in whole with IDRPs funds through the Illinois Community Development Block Grant (CDBG) Program as administered by DCEO and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

E. RECORDS

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's IDRPs Program and any such procedures as the Grantee or DCEO may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of four (4) years after final audit of the Grantee's IDRPs project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Grantee shall request a longer period of record retention;

The Grantee, DCEO, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Consultant involving transactions related to this local program and contracts.

F. RELATIONSHIP

The relationship of the Consultant to the Grantee shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Grantee and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Grantee and the Consultant.

G. SUSPENSION, TERMINATION, AND CLOSE-OUT

If the Consultant fails to comply with the terms and conditions of this contract, the Grantee may pursue such remedies as are legally available, including, but not limited to, the suspension of this contract in the manner specified herein:

1. Suspension -- If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the Grantee may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant of its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Grantee and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:
 - a. Reasonable, proper, and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
 - b. If upon investigation, the Consultant is able to substantiate complete compliance with terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - c. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or otherwise terminated, the Grantee shall pay the Consultant for work performed to the satisfaction of the Grantee, in accordance with the percentage of the work completed.
2. Termination for Cause -- If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this contract was of such scope and nature that the Grantee deems continuation of the contract to be substantially detrimental to the interest of the Grantee;
 - b. The Consultant has failed to take satisfactory action as directed by the Grantee or its authorized representative with the time period specified by time;

- c. The Consultant has failed within the time specified by the Grantee or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,
 - d. The Grantee may terminate this contract in whole or in part, and thereupon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.
3. Termination for Other Grounds -- This contract may also be terminated in whole or in part:
- a. By the Grantee, with the consent of the Consultant or by the Consultant with the consent of the Grantee, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - b. If the funds allocated by the Grantee via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
 - c. In the event the Grantee fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the Grantee agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Grantee shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and
 - d. The Grantee may terminate this contract at any time giving at least ten (10) days notice in writing to the Consultant. If the contract is terminated for the convenience of the Grantee as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.

H. CHANGES, AMENDMENTS, MODIFICATIONS

The Grantee may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Grantee and the Consultant shall be incorporated in written amendments to this contract with the consent of DCEO. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

I. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the Grantee.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Grantee. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

J. ASSIGNABILITY

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Grantee thereto: provided, however, that claims for money by the Consultant from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee by the Consultant.

K. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

L. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

M. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

N. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Grantee and all such rights shall belong to the Grantee, and the Grantee shall be sole and exclusive entity who may exercise such rights.

O. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government and the Consultant shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

P. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Q. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Consultant will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Grantee may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

R. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 et seq.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

S. SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

T. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-to-moderate income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice.
4. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in termination of this contract for default or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

U. SECTION 503 OF THE REHABILITATION ACT OF 1973

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

1. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
2. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
5. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

V. SECTION 503 OF THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

W. AGE DISCRIMINATION ACT OF 1975

No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

X. LOBBYING RESTRICTIONS

Consultant acknowledges that receipt of funds under this Agreement may require compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all applicable federal rules and regulations; and will require that this assurance of compliance is part of any sub-agreements executed hereunder. By executing this Agreement, Consultant hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Consultant shall require that the language of this certification be included in the award documents for all subcontracts at all tiers.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.

Z. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

AA. INTEREST OF OTHER PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

BB. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest

which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

CC. AUDITS AND INSPECTIONS

The Grantee, DCEO and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and service provided and undertaken as part of the IDR project and this contract, by whatever legal and reasonable means are deemed expedient by the Grantee, DCEO and HUD.

DD. HOLD HARMLESS

The Consultant agrees to indemnify and hold harmless the Grantee, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Grantee, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

EE. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the State of Illinois for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Illinois and consented to by the State of Illinois in writing and the policies shall so provide.
4. Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
5. Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific

regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

6. Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
8. Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Grantee: _____

If to Consultant: _____

GG. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

HH. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the bid solicitation and the contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

This agreement contains all terms and conditions agreed to by the Grantee and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT #1, Scope of Work, consisting of ____ pages.

ATTACHMENT #2, Compensation and Method of Payment, consisting of ____ pages.

IN WITNESS THEREOF, the Grantee and the Consultant have executed this contract agreement as of the date and year last written below.

GRANTEE

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Legal Form:

ATTORNEY

ATTACHMENT #1

Scope of Work

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and establish hereby a periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

Statement of Services: **(These are statements of services to be provided by the Consultant and the Grantee.)**

The following are the services to be provided by the Planning Team for the preparation of a Comprehensive Plan for the City of Moline, Illinois

Community Engagement Process. The Planning Team will undertake an effective community engagement strategy that focuses on connecting with local stakeholders and involving them in all facets of the Comprehensive Plan development process. It is our Team's goal through the engagement process to understand existing conditions and to tap in to the community's knowledge of the Downtown district and surrounding neighborhoods.

Existing Plans and Document Review. The Planning Team will thoroughly review existing plans and studies, including past Downtown and neighborhood plans, and consider new strategies and recommendations that address current issues and needs.

Flood Mitigation. The Planning Team will research and recommend new planning, land use policies and regulatory tools that serve to manage community growth in ways that minimizes or eliminates long-term flood disaster risk. Land use regulations could focus both on structural and non-structural corrective measures that prevent development from occurring in flood prone areas.

Infrastructure and Stormwater Management. The Planning Team will conduct a thorough assessment of the City's sanitary, public utilities, and stormwater management systems and consider implementation actions for system rehabilitation and integration in broader strategies and recommendations for flood prevention and mitigation.

Downtown Revitalization and Management. The Planning Team will Integrate the Main Street revitalization approach in Downtown revitalization and management recommendations, especially in regards to business and real estate development, design improvements, marketing and promotion, and organizational development and partnership-building.

Market Assessment. The Planning Team will pin market realities to potential development scenarios for both residential and commercial markets in the Downtown and neighborhood districts.

Transportation. The Team will explore and consider an effective range of transportation options and concepts, such as "complete streets" and potential bike trails and other "modal" opportunities and options that promote healthier living, reduced gas emissions, and cleaner air.

Natural Areas, Open Space and Sustainable Design. The Planning Team will identify Moline’s “green infrastructure” of waterfront and natural systems, as well as consider sustainable design and infrastructure initiatives that reduce stormwater run-off and promotes cleaner air and water.

Neighborhoods and Housing. The Planning Team will assess and analyze the condition of the existing housing stock in the Floreciente and Edgewater neighborhoods in order to determine appropriate planning strategies that accommodate local needs while improving the quality and diversity of the housing stock. Planning strategies will focus on achieving a mix of rehabilitated homes and new infill housing with enhanced connection to the waterfront and Downtown Moline. The analysis will also look at land use impacts related to future bridge and roadway relocations that may impact Downtown neighborhoods.

Waterfront. The Planning Team will assess waterfront planning and implementation efforts and provide additional recommendations and strategies to build on past projects and initiatives.

Implementation Strategy. The Team will develop and outline implementation strategies that are both comprehensive and creative, and that not only consider the roles of government entities in the implementation process, but also Renew Moline, Moline City Centre, and various other organizations and agencies, including nonprofit groups, business associations, and local citizen groups.

Capital Improvements Programming. The Team will devise an implementation strategy for financing priority capital improvements outlays in order of magnitude, especially for those projects recommended within the comprehensive plan aimed at reducing future flood disasters.

Implementation Benchmarks. The Team will create a set of benchmarks to measure the success of achieving community sustainability goals and implementation of the Comprehensive Plan.

Project Management. The Lakota Group, acting as the prime contractor, will undertake an effective and efficient planning process that completes the Comprehensive Plan update elements in a timely and efficient manner.

Objectives: (These are methods of accomplishing stated goals which are specific, measurable, and linked to an estimated time of completion.)

The Planning Team will undertake a three-phase process to developing the City of Moline’s Comprehensive Plan. Each Phase will include a specific timeline and set of deliverables.

Phase 1: Analysis and Public Engagement

The focus of Phase 1 is to establish a dynamic community planning process that involves a wide range of community stakeholders and to create an information base and analysis maps to facilitate discussion and understanding of existing conditions. The information and maps produced during this phase will determine and clearly define what has been achieved since the adoption of the prior plans, as well as understand constraints to past implementation activities and opportunities for new planning actions.

The first-phase of the process will include City review and Plan Steering Committee meetings, focus groups, and key stakeholder interviews. The analyses and meetings will be summarized in a State of the City Report, which will include a review of existing conditions and issues related to transportation, flood mitigation, infrastructure and sanitary sewer systems, market conditions, land use, and the Downtown and neighborhood districts. The culmination of these efforts will prepare stakeholders to move into the Visioning Phase of the planning process. The Team will also assist the community in the formation of the Plan Steering Committee prior to the start of the planning process.

Key Deliverables: City Training and Orientation Session, Stakeholder Interviews and Summaries, Project Website, Community Shout-Out Session, State of the City Report.

Timeline to Complete Phase 1: Four (4) months

Phase 2: Visioning and Plan Framework

During this phase, the Planning Team, together with City leaders, property/business owners, and residents, will generate a range of ideas and concepts for improving the Downtown and the Floreciente and Edgewater neighborhoods through a visioning session and workshop. From this idea exchange, a series of planning options will evolve that address a variety of issues. For the workshop, the Team will generate multiple concepts for sub-areas or key sites to help community leaders and residents visualize the physical scale, character and revitalization context, as well as potential flood mitigation recommendations.

The Phase 1 findings and Phase 2 plans will be presented at a Town Meeting to refine planning goals and policies, and generate additional strategies and solutions for enhancing Downtown and the Floreciente and Edgewater neighborhoods. The summary of findings and development concepts/sketches will be added and incorporated to the project website for additional review and comment by the community. Draft Plans for the Downtown and Floreciente and Edgewater neighborhoods that outlines planning goals, strategies and recommendations will be prepared at the end of this phase.

Key Deliverables: Town Meeting, Town Meeting Summary, Draft Plans, Steering Committee Meeting.

Timeline to Complete Phase 2: Four (4) months

Phase Three: Final Plan

In Phase 3 the Planning Team will further refine the Draft Plans and Implementation Strategies by seeking additional community and stakeholder input. Based on this input, the Team will complete Second Plan Drafts. The second draft will serve as the basis for a second Town Hall Meeting to solicit additional feedback and input. Final Drafts will then be prepared and presented to the City Council for review and adoption.

Key Deliverables: Second Draft Plan, Town Hall Meeting, Final Plan and Implementation Strategy, Capital Improvements Plan.

Timeline to Complete Phase 3: Three and one-half (3 ½) months

Review and Evaluation:

(This is a schedule for evaluation meetings performance reviews to assess the progress of the Consultant.)

The Planning Team will abide by the following evaluation protocol and schedule:

Evaluation Meeting #1:	Conclusion of Phase 1
Evaluation Meeting #2:	Two months after start of Phase 2
Evaluation Meeting #3:	Conclusion of Phase 2: delivery of Draft Plans
Evaluation Meeting #4:	One month after start of Phase 3: delivery of Second Draft Plans
Evaluation Meeting #5:	Conclusion of Phase 3: delivery of Final Plans and Capital Improvements Plan

ATTACHMENT #2

Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the DCEO under the provisions of the grant awarded to the Grantee. Payment will be made only on approval of the Grantee.

Requests for payments shall be sent to: _____

The total amount of reimbursable costs to be paid Consultant under this contract for program administration shall not exceed **Ninety-Nine Thousand, Five Hundred Sixty-One Dollars (\$99,561)**. Consultant may not incur any costs in excess of this amount (except at its own risk) without the approval of the Grantee. Consultant will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The Consultant shall submit invoices to the Grantee for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in **ATTACHMENT #1 – Scope of Work** for payment according to the appropriate method listed below:

Invoicing/Payment

Lakota will submit monthly invoices to the City, which will itemize all hours towards each project task and deliverables for Phase 1 and 2. Lakota will submit only one invoice for Phase 3 work (approximately 20 percent of total project budget) and until specified deliverables have been completed according to the work scope. Each invoice shall be subject to an audit and approval by the City. Invoices past due by 30 days or more will be subject to interest charges and the rate of 1 and ½ percent/month.

Lakota and its subconsultants will be compensated with a Not-to-Exceed Total Project Cost of \$99,561.00, which includes all project expenses of \$4,741.00. The Not-To-Exceed Budget does not include any additional meetings, project reviews, presentations, studies, plans or designs other than those outlines in this Agreement. If requested, additional services will be billed on an hourly basis at the following rates:

Lakota Billing Rates (2013)

Principal	\$240
Associate Principal	\$220
Vice President	\$190
Senior Associate	\$170
Project Manager	\$140
Planner/Urban Designer	\$110
Research/Operations Staff	\$90

CLUE Group Billing Rates (2013)

Principal I	\$250
Principal II	\$195

TY Lin International (2013)

Civil Engineer	\$150
Engineer	\$100

The Planning Guild (2013)

Principal	\$150
-----------	-------

For tasks lacking a definable work product and/ or the contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*, mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

T

For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.

For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

Exhibit "A"

LICENSEE: Holy Cross Lutheran Church. – 4107 21st Avenue, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is Holy Cross Lutheran Church, 4107 21st Avenue, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The southern 5 feet of 20th Avenue right of way and the northern 5 feet of 21st Avenue right-of-way, adjacent to 4107 21st Avenue, as depicted in greater detail on the attached Exhibit "B".

USE: LICENSEE shall be allowed only to: Install boulders on right-of-way adjacent to entrances and exits of the parking lot.

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install boulders on right-of-way adjacent to entrances and exits of the parking lot.

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

TERM: The first term of this Licensing Agreement is from July 16, 2013 to December 31, 2013. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE ' S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

FEE: The annual usage charge is \$30.00.

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

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

By: _____
Licensee

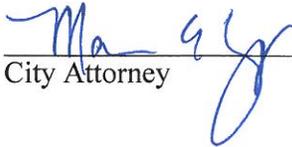
Date: _____

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:



City Attorney

Exhibit "B"

