

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, August 6, 2013

Presentation

- The Neighborhood Partnership Committee’s “Neighbor of the Month” award to Christopher & Karen Bowling, 4270 27th Street, and James & Carol Hastings, 1824 33rd Street.
- Staffing Study – Police Department (Kim Hankins, Public Safety Director & Tim Freesmeyer, Etico Solutions)
- Overview of Moline Major Revenues (Kathy Carr, Finance Director)

Questions on the Agenda

Agenda Items

- 1. Approval of a Licensing Agreement requested by East Moline Congregation of Jehovah’s Witnesses.** (Chris Mathias, Property Management Coordinator)
- 2. Approval of a Licensing Agreement requested by Homewood Evangelical Free Church.** (Chris Mathias, Property Management Coordinator)
- 3. Temporary Construction Easement to Illinois Department of Transportation (IDOT)** (Chris Mathias, Property Management Coordinator)
- 4. Final Plat – Wendt Manor Addition** (Shawn Christ, Land Development Manager)
- 5. Water Treatment Optimization Study.** (Greg Swanson, Utilities General Manager)
- 6. North Slope Improvements Project – Phase II Environmental Site Assessment.** (Greg Swanson, Utilities General Manager)
- 7. Site License Agreement Amendment – 17th Avenue Elevated Water Tank.** (Greg Swanson, Utilities General Manager)
- 8. Reallocation of program year 2013 CDBG funding.** (Jeff Anderson, City Planner)
- 9. 2013 Lead Hazard Control Grant.** (Jeff Anderson, City Planner)
- 10. Request for an 8 week extension to the term sheet for the purchase of the Hawk Hollow Redevelopment Project Area.** (Lew Steinbrecher, City Administrator).
- 11. Other**

Explanation

1. Approval of a Licensing Agreement requested by East Moline Congregation of Jehovah's Witnesses. (Chris Mathias, Property Management Coordinator)

Explanation: The East Moline Congregation of Jehovah's Witnesses is seeking approval of a Licensing Agreement to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway. The retaining wall is two to three feet high and runs along the inside of the recently installed public sidewalk. City Engineering Staff have approved the placement of the retaining wall. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$30.00 annual fee
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities; A Great Place to Live

2. Approval of a Licensing Agreement requested by Homewood Evangelical Free Church. (Chris Mathias, Property Management Coordinator)

Explanation: The Homewood Evangelical Free Church is seeking approval of a Licensing Agreement to allow a sign to be placed on right-of-way at 3303 60th Street, Moline. The 60th Street right of way is very wide at this location and areas that seem like private yards are actually 60th Street right of way. The sign is proposed to be 36 square feet in size and 12 feet tall. The eastern edge of the sign will be 22 feet beyond the property line and on 60th Street right of way. The City's Plan Commission has approved a sign variance to allow the sign to be placed at this location. However, a licensing agreement is also required in conjunction with the sign variance. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$30.00 annual fee
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live

3. Request to Grant a Temporary Construction Easement on City-owned Property at 3620 38th Avenue to Illinois Department of Transportation (IDOT) (Chris Mathias, Property Management Coordinator)

Explanation: The City of Moline purchased 3620 38th Avenue (former CCI property) for IDOT in 2005. IDOT no longer needs to purchase this parcel from the City, but would like to place a temporary construction easement over a portion of the property for a period of three years. IDOT will compensate the City in the amount of \$14,326.00, which is the value set forth in IDOT's appraisal. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$14,326.00 to the City of Moline
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Improved City Infrastructure & Facilities

4. Final Plat – Wendt Manor Addition (Shawn Christ, Land Development Manager)

Explanation: Michael and Pamela Wendt request approval of a minor subdivision plat to split a residential lot located at 3400 14th Street. This will create one new lot for construction of a new one-family dwelling. The transaction will also acquire a portion of the wooded property to the east. A private drainage easement will be platted on Lot 2 per a request from Engineering. Additional documentation attached.

Staff Recommendation:	Approval
Fiscal Impact:	Property taxes from new home construction
Public Notice/Recording:	Record by owner
Goals Impacted:	A Great Place to Live

5. Water Treatment Optimization Study. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to execute a Sponsored Research Agreement with the University of Illinois to conduct a one year water treatment optimization study. The ultimate goal of the study is to identify potential changes and enhancements that will optimize treatment efficiency and finished water quality.

The first phase of the study will involve the sampling and testing of water at eight points of the existing water treatment train, beginning with raw water and ending with finished water, over an extended time period to encompass varying treatment conditions. These samples will be analyzed for a wide variety of parameters, with the more routine analyses being performed by Moline staff and the more specialized testing, including characterization of NOM (nature organic matters), being performed by the University of Illinois Department of Civil and Environmental Engineering (CEE) research team.

The second phase of the study will involve bench scale studies performed by the CEE research team based upon phase 1 findings. These bench scale studies will assess the potential benefits and detriments associated with altering the current sequence of chemical additions, dosing practices and other potential treatment refinements. The effectiveness of the current recarbonation practices and the impact potential treatment changes may have on disinfection by-product (DBP) formation and taste and odor control will also be evaluated.

The final phase of the study will involve development of specific recommendations for plant-scale treatment modifications and related assessment testing. The studies and recommendations will serve as the basis for future IEPA permitting changes and plant operational control refinements. Subsequent implementation of optimization study recommendations may serve to:

- Improve UV disinfection efficiency when UV reactors are placed in operation
- Improve taste and odor control
- Increase finished water alkalinity and reduce severity of discolored water concerns
- Reduce calcium carbonate deposition on filter media
- Reduce chemical dosing costs
- Enhance public health protection

In summary, staff recommends the water treatment optimization study as a prudent and cost effective means to further enhance the quality and efficiency of Moline’s water supply. Additional documentation attached.

Staff Recommendation:	Staff recommends executing a Sponsored Research Agreement with University of Illinois in the amount of \$88,952.00.
Fiscal Impact:	Sufficient funds are available in Water Fund Reserves
Public Notice/Recording:	N/A
Goals Impacted:	Improved City Infrastructure & Facilities; A Great Place to Live

6. North Slope Improvements Project – Phase II Environmental Site Assessment. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to accept a professional services proposal from True North Consultants, Inc., (True North) to perform the Phase II Environmental Site Assessment (ESA) that is required for the North Slope Wastewater Treatment Plant Improvements project. The previously completed Phase I ESA identified two recognized environmental conditions on the site. The Phase II ESA is required to further assess these environmental conditions via regulatory file review and soil characterization sampling. A summary report will document the findings of the completed Phase II ESA

and allow development of a Clean Construction or Demolition Debris (CCDD) management plan for debris and excavated materials generated during construction activities. The completed Phase II ESA will also assess certain potential contamination concerns that may be associated with extended dewatering operations during the project.

Strand Associates, Inc., (Strand) previously recommended that True North perform the Phase I ESA, and City staff found their work to be thorough, competent, and efficient. Strand has recommended that True North perform the Phase II ESA, given the quality of their Phase I work and familiarity with the site conditions. City staff concurs with Strand's recommendation and requests authorization to accept True North's proposal, which includes a base amount of \$28,008.00 and specific unit prices for added scope work, should such work be required. Additional documentation attached.

Staff Recommendation: Staff recommends accepting a Phase II Environmental Site Assessment proposal from True North Consultants, Inc., which includes a base amount of \$28,008.00 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

7. Site License Agreement Amendment – 17th Avenue Elevated Water Tank. (Greg Swanson, Utilities General Manager)

Explanation: City staff recommends approval of the proposed Second Amendment to the existing Site License Agreement with AT&T, which allows for the installation of certain cellular antenna equipment at the City's 17th Avenue elevated tank site. AT&T has provided documentation from a registered professional engineer indicating that the required structural assessment has been completed. City staff has found the proposed equipment arrangement, associated documentation and Site License Agreement Amendment to be acceptable. The new AT&T equipment will provide enhanced cell phone service to members of our community and the Site License fees will compensate the City for the use of its elevated water tank site. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: The Second Amendment to Site License Agreement will yield an additional \$3,600.00 annually for the Water Fund.

Public Notice/Recording: N/A

Goals Impacted: A Great Place to Live

8. Reallocation of program year 2013 CDBG funding. (Jeff Anderson, City Planner)

Explanation: The City of Moline received an additional \$39,286.00 in 2013 CDBG funding beyond what was originally included in the City's FY 2013 budget. These funds need to be allocated to eligible CDBG activities. Additionally, the City had unspent CDBG funds from program year 2012 that also need to be reallocated to eligible activities. The Citizens Advisory Council on Urban Policy (CACUP) held its annual CDBG allocation meeting on Monday, July 29, 2013 and made recommendations for the allocation and reallocation of the above-mentioned funds. An attachment to the Agenda includes a full listing of program year 2013 CDBG activities and identifies the new allocations and reallocations proposed for consideration.

Staff Recommendation: Concur with CACUP - Approval

Fiscal Impact: Receipt of additional grant funds beyond initial estimate.

Public Notice/Recording: Publication of Environmental Review Record findings

Goals Impacted: Strong Local Economy, A Great Place to Live

9. Authorization to execute documents related to the acceptance, administration, and implementation of the 2013 Lead Hazard Control Grant and ratification of the Mayor's signing and executing an Assistance Award form. (Jeff Anderson, City Planner)

Explanation: The City of Moline and its partners in the Illinois Quad Cities Healthy Homes Coalition were recently awarded \$2.5 million for lead abatement and related rehabilitation work in residential structures. In order to accept and move forward with this project, the City is required to execute documents that pertain to the acceptance, implementation, administration, and expensing of the grant funds. Approval of the item authorizing the signing and execution of these items as well as ratify the Mayor’s signing of a HUD Assistance Award form. Additional documentation attached. This item also appears on the formal City Council Agenda for August 6, 2013, under “Items Not on Consent.”

Staff Recommendation: Approval

Fiscal Impact: Receipt of \$2,500,000.00 in new grant funds.

Public Notice/Recording: Publication of Environmental Review Record findings prior to Authorization to Release Funds.

Goal Impacted: Strong Local Economy, A Great Place to Live

10. Request from Irgens Development Partners, LLC for an seven (7) week extension to the term sheet between them and the City of Moline for the purchase of the Hawk Hollow Redevelopment Project Area. (Lew Steinbrecher, City Administrator).

Explanation: Irgens Development Partners entered into a term sheet with the City of Moline to purchase 16.2 acres of land owned by the City known as a Hawk Hollow Redevelopment Project Area (formerly known as the Old Nurses Dormitory site), to construct a senior housing development consisting of independent living units, assisted living quarters, and a nursing home facility. The development would be higher end quality residential units for affluent seniors. Irgens has worked diligently for the past 18 months to secure a quality operator for this development and is now very close to entering into an agreement with such a provider. Another market study has recently been completed by the developer and the operator demonstrating a strong need for market-rate senior housing units on the Illinois side of the Quad Cities for a mix of units offering a continuum of care alternatives. Irgens has requested that the City of Moline grant a seven (7) week extension to the existing term sheet, giving it until September 30, 2013, to execute a purchase agreement for this property. This time is needed to secure approval from its respective Board of Directors. It is highly unlikely the City would be able to cultivate the interest of another land developer in such a short period of time, and given the perceived proximity of securing an operator for this pending development, and knowing what this project will do in advancing the objective of constructing new market-rate senior residential dwellings, the Administration would favorably recommend granting this request for seven a (7) week extension. There are no other perspective buyers willing to purchase this property before September 30, 2013, and thus, no loss to the City in granting this extension.

Staff Recommendation: Approve request and grant extension to September 30, 2013.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy; Moline – Great Place to Live



James & Carol Hastings, 1824 33rd Street



Christopher & Karen Bowling, 4270 27th Street

Exhibit "A"

LICENSEE: East Moline Congregation of Jehovah's Witnesses – 7002 John Deere Parkway, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is East Moline Congregation of Jehovah's Witnesses, 7002 John Deere Parkway, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The southern 2 feet of John Deere Parkway right of way adjacent to 7002 John Deere Parkway, as depicted in greater detail on the attached Exhibit "B".

USE: LICENSEE shall be allowed only to: Install a retaining wall on premises as depicted on Exhibit "B".

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install a retaining wall on premises as depicted on Exhibit "B".

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 August 13, 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"



Exhibit "A"

LICENSEE: Homewood Evangelical Free Church – 3303 60th Street, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is Homewood Evangelical Free Church, 3303 60th Street, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: A 6' x 1' area located 22' east of the eastern property line of 3303 60th Street on 60th Street right of way, as depicted in greater detail on the attached Exhibit "B".

USE: LICENSEE shall be allowed only to: Install a sign on premises as depicted on Exhibit "B".

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install a sign on premises as depicted on Exhibit "B".

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 August 13, 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

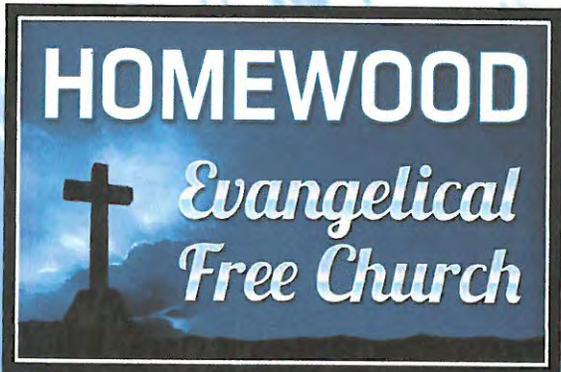
Attest: _____
City Clerk

Approved as to Form:

City Attorney



6'
5' 6" LED



4'
4'
2' 4"
11' 8" 12"

5'

(- 22' -)
24

2'

DAYSTAR EXP COLOR 20mm 32x80
ID CABINET: 4' x 6'
LED CABINET: 2' 4" x 5' 6"

Stewart
AMERICA'S PREMIER SIGN COMPANY

PH. 1-800-237-3928 FAX 1-800-485-4280
SK. # 755052-9 CUST. # 1036841
1/2"=1' 4.18.13 F/TCROWE -PROPOSAL-

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDITION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS; DIMENSIONS OF FINAL PRODUCT MAY VARY.

APPROVED AS SHOWN.

X _____ DATE _____ 1. _____
APPROVED WITH LISTED CHANGES 2. _____
X _____ DATE _____ 3. _____

Homewood
EVANGELICAL FREE CHURCH

WORSHIP 8:30 & 11:00AM SUNDAY SCHOOL 9:45AM

CHURCH YARD SALE
AUG 16 FRI & 17 SAT
8 AM - 3 PM



3303



Owner The City of Moline
Address 619 16th St.
Moline, Illinois 61265
Route FAP 595
County Rock Island
Job No. R-92-014-10
Parcel No. 063/E4
P.I.N. No.
Section (142-1,142)R
Project No.
Station 10+18
Station 14+14
LAL-12359/677R

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

CITY OF MOLINE, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Scott Raes, its Mayor, for and in consideration of Fourteen Thousand Three Hundred Twenty-six Dollars (\$14,326.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of grading and shaping and other highway purposes, on, over, and through the following described real estate:

A part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois; described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 10; thence North 2 degrees 24 minutes 22 seconds East, 693.09 feet (Bearings and grid distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983(97)) on the west line of said Southwest Quarter, to the Point of Beginning.

From the Point of Beginning thence continuing North 2 degrees 24 minutes 22 seconds East, 35.92 feet on said west line, to the southerly right of way line of a public road designated Coal Town Road; thence South 77 degrees 08 minutes 25 seconds East, 192.37 feet on said southerly right of way line; thence South 74 degrees 58 minutes 24 seconds East, 128.65 feet on said southerly right of way line, to the westerly right of way line of 38th Street relocated; thence South 2 degrees 50 minutes 09 seconds West, 434.22 feet, to the northerly right of way line of a public

Parcel 063/E4,2

highway designated FAP Route 595 (John Deere Road); thence southwesterly on said northerly right of way line, 39.47 feet on a curve to the left, having a radius of 9,649.34 feet, a central angle of 0 degrees 14 minutes 04 seconds and the long chord of said curve bears South 88 degrees 22 minutes 46 seconds West, a chord distance of 39.47 feet; thence North 4 degrees 23 minutes 35 seconds East, 379.27 feet; thence North 13 degrees 47 minutes 11 seconds West, 44.72 feet; thence North 77 degrees 13 minutes 17 seconds West, 195.00 feet; thence South 12 degrees 48 minutes 55 seconds West, 69.42 feet; thence North 77 degrees 12 minutes 08 seconds West, 49.94 feet; thence North 0 degrees 00 minutes 00 seconds West, 61.53 feet; thence North 71 degrees 38 minutes 57 seconds West, 17.37 feet, to the Point of Beginning, containing 0.617 acre, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

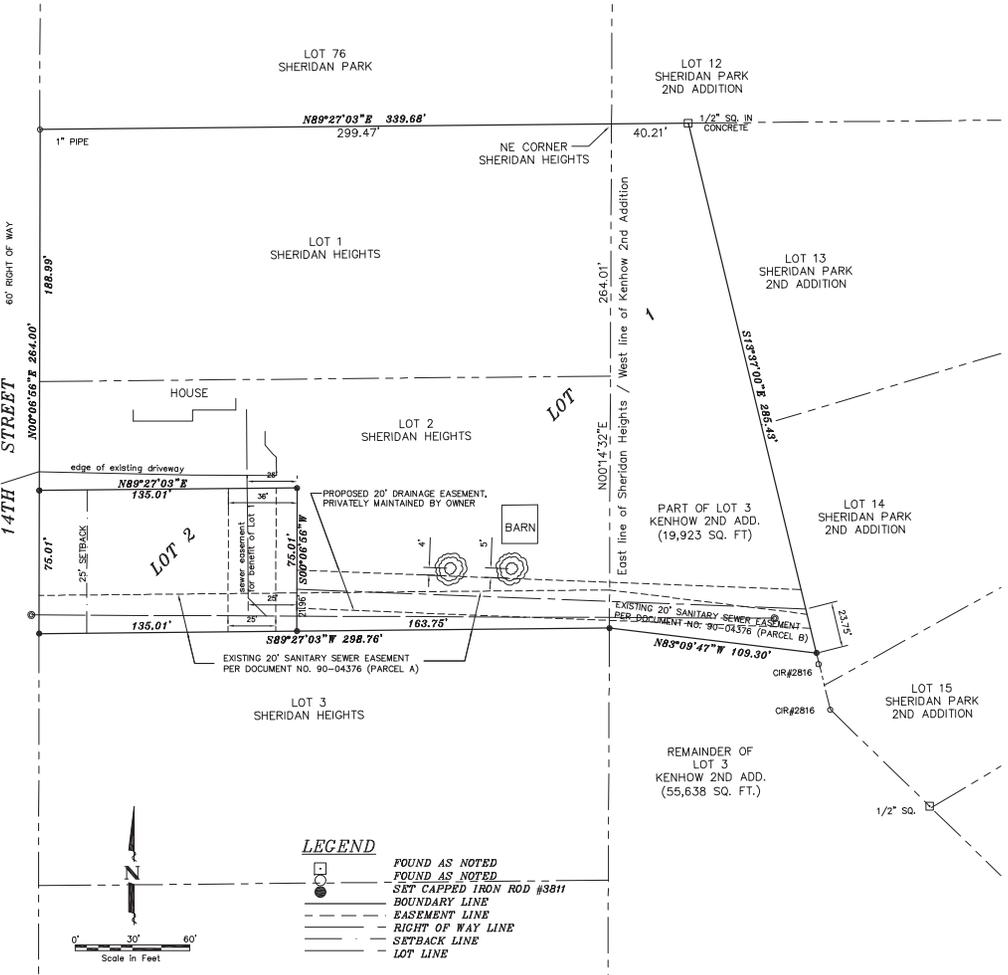
Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

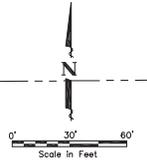
**FINAL
PLAT OF SUBDIVISION
OF
WENDT MANOR ADDITION
TO THE CITY OF MOLINE**

A REPLAT OF LOTS 1 & 2 OF SHERIDAN HEIGHTS ADDITION, PER THE PLAT THEREOF AND FILED AS
DOC. NO. 47169 ON OCTOBER 20, 1891 & PART OF LOT 3 OF KENHOW 2ND ADDITION, PER THE PLAT THEREOF
AND FILED AS DOC. NO. 837826 ON SEPTEMBER 28, 1978; CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

TOTAL AREA: 2.27 AC.



- LEGEND**
- FOUND AS NOTED
 - FOUND AS NOTED
 - SET CAPPED IRON ROD #3811
 - BOUNDARY LINE
 - EASEMENT LINE
 - RIGHT OF WAY LINE
 - SETBACK LINE
 - LOT LINES



Owner's Certificate

State of Illinois)
County of Rock Island) ss
City of Moline)

Know all men by these presents, that I, Pamela J. Wendt, owner and proprietor of the land shown on the accompanying plat and described in the accompanying certificate of the surveyor do hereby certify that I have caused said survey to be made and acknowledged the said plat as correct, and do hereby adopt and accept the same and cause it to be known as WENDT MANOR ADDITION.

Easements are hereby dedicated for the use of the City of Moline as indicated on the plat and marked "Drainage Easement" to install, lay, construct, renew, operate and maintain drainage ways, drainage structures, sewer pipes and other appliances for the purpose of serving the subdivision and other property together with the right to enter upon lots at all times to install, lay, construct, renew and operate and maintain sewer pipes and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public drainage and utility purposes. The Owner of Lot 1 is responsible for the maintenance of said easement and shall not cause or create any condition to adversely affect positive drainage in its current pattern of surface runoff to the east.

Sidewalks shall be constructed at the time of the structure is completed or at the direction of the board of local improvements recommended to the City Council of the City of Moline.

Building setback lines are hereby established as shown on this plat, between said lines and the property lines of the street there shall be erected or maintained no building structure.

This entire subdivision is within the Moline School District # 40.

In witness whereof, I hereunto affix my hand and seal this ____ day of _____, A.D. 2013.

NOTARY PUBLIC'S CERTIFICATE

State of Illinois) ss
County of _____)

I, _____, a Notary Public in and for the County aforesaid, do hereby certify that Pamela J. Wendt is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that she appeared before me this day in person and acknowledged that she signed and sealed the same as her free and voluntary act for the uses and purposes therein set forth, including the release waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2013.

Notary Public

Certificate of City Clerk

I, _____, City Clerk in and for said City of Moline, do hereby certify that all due assessments have been paid upon said real estate described on the accompanying plat.

In witness whereof, I hereunto affix my hand and official seal this ____ day of _____, A.D. 2013.

City Clerk

City Engineer's Certificate

We the undersigned Director of Public Works and Director of Planning and Development, do hereby certify the accompanying plat has been examined and found to be in compliance with the requirements of the Subdivisions Ordinance and recommend approval of this plat by the City of Moline.

Director of Public Works _____ Director of Planning and Development _____

Drainage Statement

To the best of my knowledge and belief the drainage of surface waters both within and around this subdivision will not be changed by the construction of same or any part thereof.

Illinois Professional Engineer
Registration Number _____

Owner or Attorney _____

RETURN TO:
McClure Engineering
4700 Kennedy Drive
East Moline, IL 61244

LOT AREAS
LOT 1 88,740 SQ. FT. (2.04 AC.)
LOT 2 10,127 SQ. FT. (0.23 AC.)

State of Illinois)
Rock Island County) ss County Clerk's Certificate

I, County Clerk of the county aforesaid, do hereby certify that I have examined the tax records of the property shown on the attached plat of WENDT MANOR ADDITION in the County of Rock Island, and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of said attached plat.

Given under my hand and seal this ____ day of _____, 2013.

County Clerk Rock Island County

SURVEYOR'S STATEMENT AND LEGAL DESCRIPTION

I, Luke D. Miller, Illinois Professional Land Surveyor Number 35-3811 with McClure Engineering Associates, Inc., do hereby state that at the request of and the exclusive benefit of Michael R. Wendt and Pamela J. Wendt, I have prepared this Plat of Subdivision. The description of the premises surveyed is as follows to-wit:

Lots 1 & 2 of Sheridan Heights Addition (Document Number 47169)

And

Part of Lot 3 of Kenhow 2nd Addition, (Document Number 837826), beginning at the northwest corner of said Lot, thence, North 89 degrees 27 minutes 03 seconds East, to the northeast corner of said Lot and the westerly line of Sheridan Heights 2nd Addition (Document Number 462351), a distance of 60.21 feet, thence, along said westerly line, South 13 degrees 37 minutes 00 seconds East, to the southerly line of a sanitary sewer easement granted to the City of Moline (Document Number 99-04376), a distance of 238.43 feet, thence, along said southerly line, North 83 degrees 09 minutes 47 seconds West, to the east line of Sheridan Heights Addition (Document Number 47169) and the west line of said Lot 3, a distance of 109.30 feet, thence, along the west line of said Lot, North 00 degrees 14 minutes 32 seconds East, a distance of 266.1 feet, to the point of beginning, containing 19,923 square feet more or less.

For the purposes of this description the East line of Sheridan Heights Addition has a bearing of North 00 degrees 14 minutes 32 seconds East.

The total area of the above described properties contains 2.27 acres, more or less.

The field survey was completed in the month of JUNE 2013.

I hereby certify that this professional service conforms to the current Illinois minimum standards for a boundary survey and it was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a Professional Land Surveyor under the laws of the State of Illinois.

Luke D. Miller Date
IPLS NO. 35-3811
My License expires November 30, 2014



Pamela J. Wendt
3400 14th Street, Moline, IL 61265

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 1'

DRAWN BY: LW

CHECKED BY: JWA/JDM

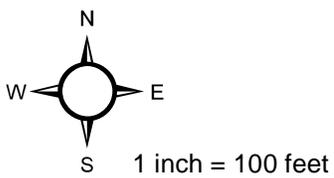
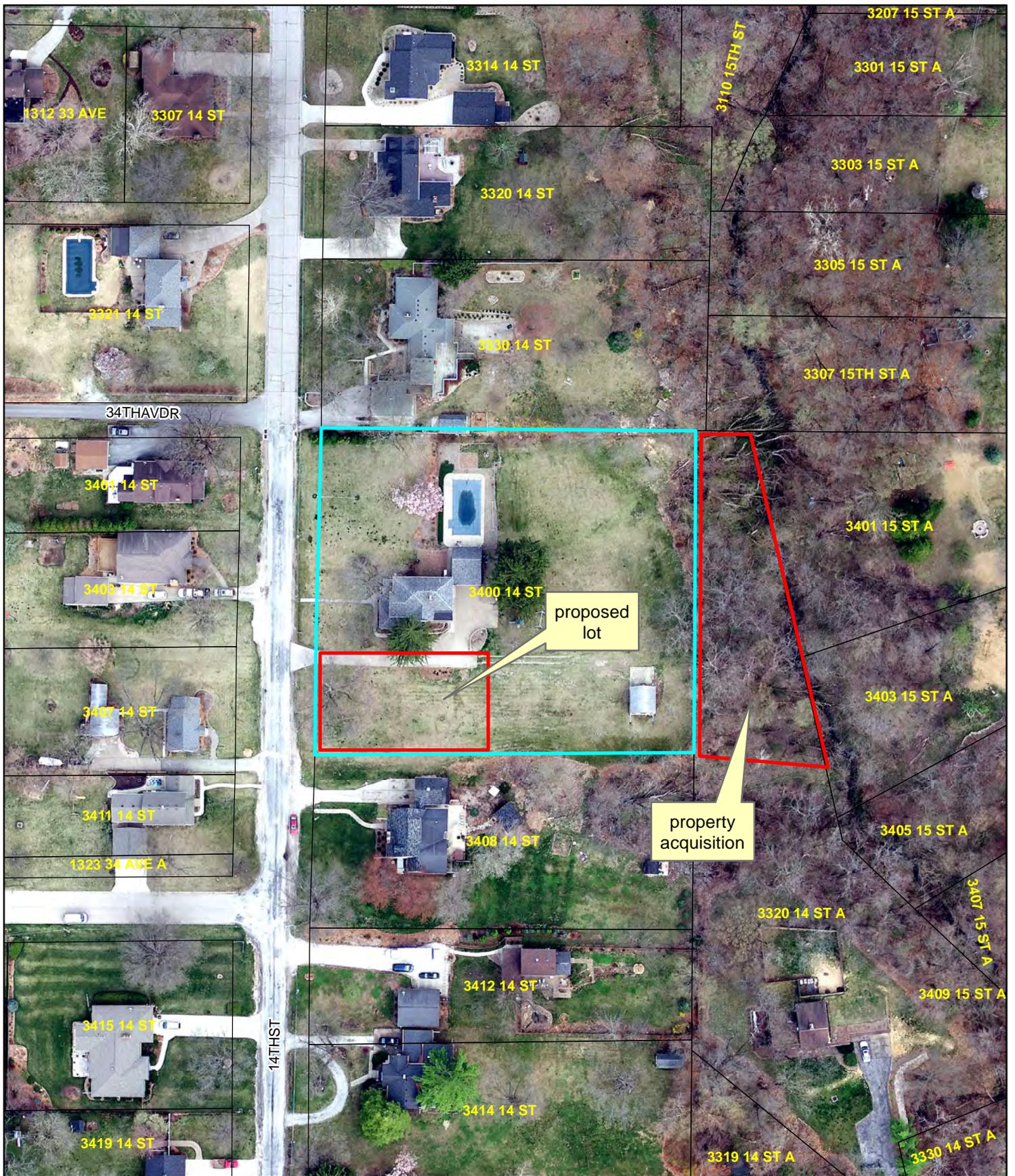
DATE: 07/30/13

FINAL PLAT OF SUBDIVISION

WENDT MANOR ADDITION **MOLINE, ILLINOIS**

FILE NAME: T:\M0113098\DWG\13098_WENDT REPLAT SVY.dwg JOB NUMBER: 01-13-108

SHEET NO.
1
OF 1





ILLINOIS

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and CITY OF MOLINE, organized and existing under the laws of the State of Illinois with its principal offices at 30 18th Street, Moline, IL 61265 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Water Treatment Optimization Study and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. REPORTS. UNIVERSITY will furnish to SPONSOR progress reports by phone conference every three months of the Research and by a final report at the end of the Research.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Wen-Tso Liu. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. PERFORMANCE PERIOD. UNIVERSITY will perform the Research during the period 08/16/13 through 08/15/14 ("Performance Period"). The Parties may extend the Performance Period by written amendment.

1.5. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. RESEARCH COSTS

2.1. BUDGET. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than

Agreement # _____

the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$66,714 and \$22,238 upon receipt of final report for total compensation of \$88,952.

2.3. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following two payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Grants & Contracts
P.O. Box 4610
Springfield, IL 62708-4610
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	East Old State Capitol Plaza P.O. Box 19266 Springfield, IL 62794-9266 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

3.0. EFFECTIVE DATE AND TERMINATION

3.1. EFFECTIVE DATE. This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: 08/16/2013 ("Effective Date").

3.2. EXPIRATION. This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

3.3. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.4. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.5. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.6. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures,

or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR's request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. For any patent application on a UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a royalty-bearing commercial license in a designated field of use and territory, which SPONSOR may

elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention and its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(3). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness rejection of a patent application.

6.7 COPYRIGHTS

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR's internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

7.0. TANGIBLE RESEARCH PROPERTY. "Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or

written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois
Director, Office of Sponsored Programs & Research Administration
1901 South First Street
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530

SPONSOR: City of Moline Attn: Gregory Swanson
30 18th Street, Moline, IL. 61265
gswanson@moline.il.us
Telephone: 309-524-2300
Fax: 309-524-2314

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

SPONSOR

Walter K. Knorr, Comptroller

Signature

Date _____

Name and Title of Authorized Signatory

Date _____

UNDERSTOOD AND AGREED:

Principal Investigator

Approved for form by University Counsel: LMP/20100625

Proposing Agency: The Board of Trustees of the University of Illinois
c/o Office of Sponsored Programs and Research
Administration
1901 South First Street Suite A
Champaign, Illinois 61820

Title of Project: Water Treatment Optimization Study

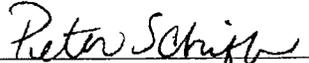
Principal Investigator: Wen-Tso Liu
205 North Mathews Avenue
Urbana, Illinois 61801
(217) 265-8039
wtliu@illinois.edu

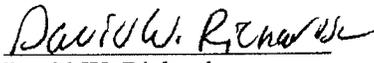
Co-Principal Investigator: Thanh H. Nguyen
205 North Mathews Avenue
Urbana, Illinois 61801
(217) 244-5965
thn@illinois.edu

Administrative Officer: David W. Richardson
AVCR/Director, OSPRA
1901 South First Street Suite A
Champaign, IL 61820
(217) 333-2187(voice)
(217) 239-6830 (fax)

Funds Requested: \$88,952

Period of Performance August 16, 2013 – August 15, 2014


Peter E. Schiffer
Chair, Campus Research Board


David W. Richardson
AVCR/Director, OSPRA

Water Treatment Optimization Study Summary

June 2013

Introduction:

Water Division staff proposes entering into an agreement with the University of Illinois' Department of Civil and Environmental Engineering (CEE) to conduct a one-year water treatment optimization study. The ultimate goal of the study is to identify potential changes and enhancements that will optimize treatment efficiency and finished water quality. This summary outlines key elements of the proposed study.

Optimization Goals:

- Enhance TOC removal from current average of 46% to 60% or greater
- Enhance UVT control to increase low CFE UVT from 70% to 75% or greater
- Enhance taste and odor control
- Enhance disinfection byproduct formation control
- Enhance removal of currently unregulated contaminants (pharmaceuticals, personal care products, etc.)
- Enhance clarification and softening process to maximize finished water alkalinity
- Enhance clarification and softening process to minimize calcium carbonate deposition on filter media

Approach:

The first component of the optimization study will involve sampling and testing of water at eight points of the treatment train, beginning with raw water and ending with finished water, over a significant period of time to encompass varying treatment conditions. These samples will be analyzed for a wide variety of parameters, with the more routine analyses being performed by Moline staff and the more specialized testing, including characterization of NOM (nature organic matters), being performed by CEE.

The second component of the study will involve CEE bench scale studies of potential treatment train modifications based upon phase 1 findings. These bench scale studies will assess the potential benefits and detriments associated with altering the current sequence of chemical additions and dosing practices.

The third component of the study will evaluate the effectiveness of recarbonation. The outcome can prevent the deposition of calcium carbonate on filter media.

The fourth component of the study will evaluate the formation of DBPs under potential treatment train modification.

The last component of the study will involve development of recommendations for plant-scale treatment modifications and related assessment testing. The studies and recommendations will serve as the basis for IEPA permitting and plant operational control.

Study Team:

Moline's portion of the study team will consist of: the Utilities GM, who will provide project oversight and facilitate communications; the Water Laboratory Chemist, who will oversee sampling, shipping and in-house analyses, and the Water Plant Manager who will provide operational and equipment performance insight. This group will be supported by the Laboratory Technician, O&M Specialist and other Water Division personnel, as required.

CEE's portion of the study team will consist of: Professor Wen-Tso Liu, who will provide project oversight and facilitate communications; Associate Professor Helen Nguyen, who will provide oversight of CEE analyses, treatment alternatives development and bench scale studies; and a postdoctoral scientist, who will

perform CEE analyses and bench scale studies. The CEE study team will provide research level expertise and high-end organics testing that is not available through commercial laboratories. The estimated cost of the CEE study team is \$88,952 which includes salaries, lab consumables, multiple site visits and other study related costs. Proposed starting date is August 16, 2013.

Optimization Study Budget

Budget			
Item	Description	Time	Cost
<i>A. Senior Personnel</i>			
<i>B. Other Personnel</i>			
	Post Doctoral Research Associate	12.0 months	48,984
	Total Salary and Wages		48,984
<i>C. Fringe</i>			
	Academic 44.67%, RA 5.99%, Hourly 7.79%		21,881
	Total Personnel		70,865
<i>D. Equipment</i>			
<i>E. Travel</i>			
	Domestic (8 trips to Moline, \$500/trip)		4,000
	Foreign		-
<i>G. Other Direct Costs</i>			
	Materials and Supplies		6,000
	Publications		-
	Services		-
	Sub Contract -		-
	Tuition -- N/A		-
	Total Other Direct Costs		6,000
	<i>Total Direct Costs</i>		80,865
<i>I. Indirect Costs</i>			
	Facilities and Admin. 10% of UIUC TDC		8,087
	Total Project Cost		\$ 88,952

July 29, 2013

Mr. Gregory Swanson
City of Moline, Department of Public Works
30 18th Street
Moline, Illinois, 61265

**Re: Phase II ESA and CCDD Assessment Scope of Work
North Slope WWTP
3rd Avenue (007 1st Avenue), Moline, Illinois
Proposal #T13-I40**

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform limited soil assessment and management consulting activities to characterize excavation soils generated during redevelopment activities at the North Slope WWTP property located at 3rd Avenue (007 1st Avenue) in the City of Moline, Rock Island County, Illinois (the *property*). The *property* is an irregularly-shaped parcel of institutionally utilized land encompassing approximately 5 acres. It is the understanding of True North that the *property* owner is proposing renovation and construction activities, including improvements to existing structures, the addition of clarifiers, installation of utilities, and construction of new buildings. The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

BACKGROUND

True North completed a Phase I Environmental Site Assessment (Phase I ESA) for the *property* in June 2013. The assessment revealed two *recognized environmental conditions*:

- A diesel UST was removed from the *property* in 1996. Based on records obtained from the Illinois State Fire Marshal and information provided by the *property* owner, a UST was previously located to the west of the control building. The 2,000-gallon UST contained diesel fuel, and was removed in 1996. It can be inferred from records that the UST was installed during construction of the facility in 1966. No evidence suggested that a closure assessment was conducted during removal.
- A historic quarry operated on the east-adjointing property in the early 1900s. The current topography suggests the 25-foot deep quarry was filled. Fill materials are unknown. A review of historic fire insurance maps identified that a quarry operated as early as 1906. Notations on the map indicate that the quarry was 25 feet deep. The western boundary of the quarry is not shown, and the proximity to the eastern *property* boundary could not be inferred. Two dwellings are shown in the far southeast corner of

the *property* in 1906, and the rock-crushing building is depicted in the far northeast corner of the *property*. An area with no structures is located between the dwellings and rock-crushing operation; however, there are no notations of a quarry on the *property* on the map. The current elevation of this area is approximately equal to the *property*, indicating that the quarry was filled. Based on a review of historic photographs, which do not show a quarry in 1938, and fire insurance maps from 1912, the quarry was likely filled between 1906 and 1912. The fill material is unknown. Hazardous substances, petroleum products, or other disposed materials, if present in the fill material, have the potential to impact the *property*.

In addition to the *recognized environmental conditions* described above, a boring log summary provided by the City of Moline for the *property* identified fill on the *property*. The borings are presumably from the western area of the *property* and associated with pre-construction investigation for the existing wastewater treatment plant. The logs indicate areas on the *property* with between 1 to 12 feet of fill material. Some of the fill material (to 5.5 feet below ground surface in one area) notes black cinders present in the fill. Additional boring logs provided following completion of the Phase I ESA identify up to 43 feet of fill in the vicinity of the blower and thickener building.

A geotechnical report completed for the public works building in 1989 was provided to True North prior to the revision of this proposal. The report, completed by Terracon, identifies fill between 12.5 to 33 feet below grade in the vicinity of the public works building. Terracon's cover letter identifies that the investigation revealed a limestone ledge believed to be along the edge of a former quarry on the *property*.

During the geotechnical investigation conducted in July 2013, additional areas of fill were discovered on the eastern portion of the property, and the geotechnical contractor observed indications of hydrocarbon impacted soil. The City of Moline provided draft soil borings for three of the locations, as well as information regarding additional locations of observed impacts. In addition, the geotechnical contractor collected soil and groundwater samples to gain a qualitative understanding of potential contaminants of concern, as follows:

- Location 3: Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 5: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH.
- Location 6: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH. Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 10: Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 32: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH. Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.

Analytical results and boring logs for the above-referenced samples are pending and are anticipated to be received for review by True North prior to commencement of field activities.



Due to the use of the property and the presence of the identified *recognized environmental conditions*, additional investigation of soils to be excavated during renovation activities will be required if these soils are to be placed in a quarry, mine, or other excavation as defined in 35 Illinois Administrative Code 1100: *Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations*. Due to the definitions in 35 IAC 1100, CCDD facilities may not accept the fill material containing cinders or other “fill” material as identified in the reviewed boring logs.

Based on these findings, True North is providing the following scope of work to perform limited soil assessment and reporting activities to delineate the soils for on-site management, or off-site management at a permitted CCDD facility, permitted Subtitle D Landfill, or other private property. This proposal is based on discussions with the City of Moline and experience with similar projects.

The City of Moline has indicated that during installation of drilled or deep foundations, dewatering will occur if water is encountered. In the event that extended dewatering occurs at the *property*, the City of Moline requested a review of regulatory files associated with the former manufactured gas plant (Midamerican Energy/Iowa-Illinois Gas & Electric Co.), to assess whether extended dewatering has the potential to draw contaminated groundwater towards the *property*.

SCOPE OF SERVICES

Task 1: Regulatory File Review

True North will review available regulatory files associated with the former manufactured gas plant, Midamerican Energy/Iowa-Illinois Gas & Electric Co., identified to the east of the *property*. The purpose of the review is to review documentation of remaining groundwater contamination at the site, and assess the potential for migration of contaminated groundwater toward the *property* in the event that dewatering operations occur for an extended period of time. True North will submit a FOIA request to the Illinois Environmental Protection Agency and provide a written summary of the findings in the final written report.

Task 2: Soil Characterization Sampling

All Site activities will be performed by True North personnel in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, *Tiered Approach to Corrective Action Objectives (TACO)*, United States Environmental Protection Agency (USEPA) SW-846, *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*, ASTM E1903-97 standard, *Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, Occupational Health & Safety



Administration (OSHA) 1910 and 1926 Standards and 35 IAC 1100, *Clean Construction or Demolition Debris Fill Operations* (CCDD).

True North will subcontract an environmental drilling contractor to perform environmental drilling service. The drilling contractor will be responsible for public utility locates prior to drilling activities. All private utilities must be located by the property owner prior to drilling activities.

Eleven soil borings will be initially be advanced at the *property*. Based on field observations and screening conducted during the initial borings, True North will select approximately four additional locations for borings. The following is a description of proposed soil borings locations, depths and proposed analytical parameters.

Boring	Location	Proposed Depth (feet bgs)	Analytical Parameters
B1	Headworks Building	40	VOCs, SVOCs, RCRA metals, PCBs, pH
B2	Final Clarifier 1	26	VOCs, SVOCs, RCRA metals, PCBs, pH
B3	Final Clarifier 2	26	VOCs, SVOCs, RCRA metals, PCBs, pH
B4	Forward Flow Chlorine Contact Tank	20	VOCs, SVOCs, RCRA metals, PCBs, pH
B5	RAS and WAS Pumping Building	16	VOCs, SVOCs, RCRA metals, PCBs, pH
B6	Primary Effluent and RAS Splitter Box	14	VOCs, PNAs, RCRA metals, pH
B7	Excess Flow Splitter Box	12	VOCs, PNAs, RCRA metals, pH
B8	Sludge Control Building	22	VOCs, PNAs, RCRA metals, pH
B9	South of Forward Flow Splitter Box	12	VOCs, PNAs, RCRA metals, pH
B10	Former UST	12	VOCs, PNAs, RCRA metals, pH
B11	Former UST	12	VOCs, PNAs, RCRA metals, pH
B12-B15	TBD	TBD	TBD

Proposed borings B1 through B11 are depicted on the attached boring location plan. Soil borings will be advanced to the depths proposed above, or refusal, whichever is encountered first. The proposed boring depths are based on currently available information provided by the City of Moline for approximate proposed footing/slab bearing or disturbance elevations. The final foundation design has not yet been completed. If the final foundation depths are greater than the depths of the proposed soil borings, the necessity of revising the proposed boring depths and collection of additional samples should be reviewed.

Locations for soil borings B12 through B-15 are not depicted on the attached boring location plan to allow for flexibility in the work plan. The boring locations will be chosen based on additional information received from forthcoming geotechnical boring logs, field observations, field screening, and any other additional information received by True North prior to the field work. Proposed locations for additional soil borings will be discussed with the City of Moline prior to installation when practical.



True North will field screen soil samples from each sample interval using a photoionization detector (PID). True North will collect one sample from each soil boring for submittal to the laboratory for analysis. A second sample from each soil boring will be collected for analysis if warranted. Sample selection will be based on field screening results, the presence of migratory pathways, the presence of fill material, or other observations of impacts made during field work.

Costs to collect up to two samples from each boring location and analysis at a laboratory are included in the cost proposal. Additional samples may be collected based on field observations and screening if warranted. True North will discuss field observations and conditions with the City of Moline prior to submitting additional samples to the laboratory for analysis.

At least one soil sample from each boring will be analyzed to determine if the soils are impacted above the Maximum Allowable Concentrations (MACs) listed in the CCDD regulations. Samples collected from the western portion of the site will be analyzed for volatile organic compounds (VOCs), poly-nuclear aromatic hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) metals and pH. Soil samples in the vicinity of the former quarry will be analyzed for VOCs, semivolatile organic compounds (SVOCs), RCRA metals, polychlorinated biphenyls, and pH. Depending on the CCDD facility selected, additional sample analysis may be required.

It is True North's understanding that drilling difficulties were encountered during the geotechnical investigation, and there is concern that direct push drilling methods could be challenging in areas of the site. True North has included contingency pricing for the driller to utilize hollow stem augers at the site at locations that cannot be drilled with direct push methods.

The following table summarizes the characterization analytical parameters:

Compound or Group of Compounds	USEPA Analytical	Method Identification
		Matrix
Volatile Organic Compounds (VOCs)	5035/8260	Soil
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals	6020	Soil
pH	9045C	Soil
Semi-Volatile Organic Compounds	8270	Soil
Polychlorinated biphenyls (PCBs)	8082	Soil

Additionally, True North will collect one (1) additional soil sample for waste characterization laboratory analysis. The characterization sample will be representative of previously impacted soils at the Site. True North will determine the waste characterization laboratory analysis requirements once results are received from initial sampling activities.



The potential to encounter groundwater exists at the *property*, primarily in the soil borings to be advanced deeper than 15 feet bgs. Up to two groundwater samples (grab) will be collected and submitted to the laboratory from temporary wells, for the purposes of obtaining a qualitative measure of contaminants in groundwater at the *property*. The groundwater sample will be analyzed for VOCs, PNAs and RCRA metals.

Task 3: Project Reporting

True North shall compile the regulatory file review findings and all field screening data and laboratory results in summary report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. True North will execute an LPC #663 for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. For soils that cannot be certified as uncontaminated and require off-site management as a non-hazardous, non-special waste, True North will assist the City of Moline with securing disposal approval at a Subtitle D landfill if necessary.

PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the following estimated costs:

Service	Estimated Quantity	Units	Rate	Total
<i>Task 1: Regulatory File Review</i>				
Review of IEPA's files for Midamerican Energy/Iowa-Illinois Gas & Electric Co.	1	Lump Sum	\$950	\$950
<i>Task 2: Soil Characterization Sampling and Profiling</i>				
Sampling Labor	36	Hourly	\$90	\$3,240
Sampling Equipment, Field Supplies, Vehicle	3	Day	\$300	\$900
Per Diem	2	Day	\$150	\$300
Environmental Drilling Contractor – Geoprobe Mobilization	1	Lump Sum	\$500	\$500
Environmental Drilling Contractor – Geoprobe Drilling	252	Foot	\$9	\$2,268
Environmental Drilling Contractor – HSA Rig Mobilization	1	Lump Sum	\$1,000	\$1,000
Environmental Drilling Contractor – HSA Drilling	40	Foot	\$16	\$640
Environmental Drilling Contractor - Temp Well Construction	40	Foot	\$6	\$240
Environmental Drilling Contractor - Standby Rate	0	Hourly	\$140	\$0
Environmental Drilling Contractor – Per Diem	2	Day	\$150	\$300



Soil Characterization Analytical – VOC, PNAs, RCRA Metals and pH ¹	12	Sample	\$325	\$3,900
Soil Characterization Analytical – VOC, RCRA Metals, PCBs, SVOCs ¹	18	Sample	\$480	\$8,640
Groundwater Characterization Analytical – VOC, PNAs, RCRA Metals ¹	2	Sample	\$315	\$630
Soil Characterization Analytical – TCLP RCRA Metals ¹ (only if necessary for CCDD determination)	TBD	Sample	\$150	TBD
Non-Hazardous Non-Special Waste Analytical ²	TBD	Sample	\$1,600	TBD
<i>Task 3: Project Reporting</i>				
Phase II ESA Report	1	Report	\$2,700	\$2,700
LPC #663	1	Report	\$1,000	\$1,000
Waste Profile Preparation & Consulting	8	Hourly	\$100	\$800
Estimated Total				\$28,008

¹ Rush TAT surcharges are 100% for 48 hours and 75% for 72 hours

² Actual waste characterization analytical costs will be based on results of sampling.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

At the time of preparation of this proposal, limited additional information regarding the depth of fill materials in the eastern portion of the site was available. Although True North has prepared a flexible work plan, additional soil boring locations, sampling and analysis may be required to fully characterize the site. Unit pricing is provided above should additional investigation be warranted.

SCHEDULE

True North can schedule sampling activities within two (2) weeks of authorization to proceed. Laboratory analytical results will be available within seven (7) business days of sampling activities unless expedited per the surcharges identified above. True North will provide the LPC #663 certification, if applicable, within seven (7) business days of receiving laboratory analytical. A written report summarizing the results of the Phase II ESA and CCDD assessment will be provided within seven (7) business days of receipt of laboratory results and the FOIA documents from IEPA.



LIMITATIONS AND QUALIFICATIONS

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal.

True North cannot guarantee that all screened and sampled soils removed from the *property* shall meet the requirements per the CCDD operation for final placement. The Owner shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

True North shall not be responsible for the health and safety of City of Moline employees, subcontractors, or agents thereof while performing on-site activities.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for project planning and soil management and consulting services. If you have any questions, please contact me at 224-387-6063.

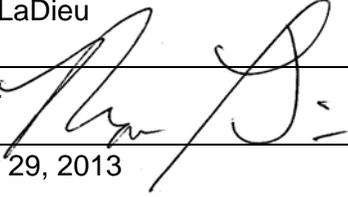
Regards,

TRUE NORTH CONSULTANTS, INC.

Ryan LaDieu, P.E.
President



True North Proposal # T13-140 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Ryan LaDieu
Signature:	Signature: 
Date:	Date: July 29, 2013



- APPROXIMATE LOCATION OF FORMER UST
 - + PROPOSED SOIL BORING (APPROXIMATE)
 - APPROXIMATE SITE BOUNDARY
- SITE PLAN PROVIDED BY CITY OF MOLINE

TRUENORTH
CONSULTANTS

1240 IROQUOIS AVE, SUITE 206
NAPERVILLE, ILLINOIS 60563

SITE LOCATION NORTH SLOPE WWTP
3RD AVENUE (007 1ST AVENUE)
MOLINE, ILLINOIS 61265

CLIENT CITY OF MOLINE
30 18TH STREET
MOLINE, IL 61265

NOT TO SCALE

FIGURE
I

PROJECT NUMBER
TII3314

DATE
07/09/2013

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of

any invoice, Client will so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: IAL04141
Cell Site Name: Moline WT
Fixed Asset Number: 10082446

SECOND AMENDMENT TO SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO SITE LICENSE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13-F West Tower, Atlanta, GA 30324 (“**Licensee**”).

WHEREAS, Licensor and TeleCorp Realty, LLC entered into a Site License Agreement dated March 20, 2001 which was first amended on May 16, 2003, whereby Licensor leased to Licensee (or its predecessor-in-interest) certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265 (“**Agreement**”);

WHEREAS, effective December 31, 2006, TeleCorp Realty, LLC merged into TeleCorp Communications, LLC;

WHEREAS, effective December 31, 2011 TeleCorp Communications, LLC merged with and into New Cingular Wireless PCS, LLC;

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments;

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated statutes, regulations or ordinances, relating to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Equipment.** Exhibit D (continued) Communication Equipment is deleted in its entirety and replaced with the Exhibit D(revised)(continued) Communication Equipment attached hereto and incorporated herein by reference and Licensor’s execution of this Second Amendment will signify Licensor’s approval of these revisions.

2. **Additional License Fees.** The current License Fees shall be increased by Three-Hundred and No/100 Dollars (\$300.00) effective the first day of the month following construction of the new equipment. Licensee shall provide Licensor with written notice of the date said construction will commence and the date construction is completed.

3. **Notices.** Section 23 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee: TeleCorp Realty, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #:IAL04141
Cell Site Name: Moline WT,
FA No:10082446
575 Morosgo Drive NE,
13-F West Tower
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department: AT&T Legal Department
Attn: Legal Department,
Re: Cell Site #:IAL04141,
Cell Site Name: Moline WT
FA No: 10082446
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor: City of Moline
619 16th Street
Moline, Illinois 61265
Attention: City Attorney, Maureen Riggs
With copies to: Utilities General Manager
30 – 18th Street
Moline, Illinois 61265

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional license fees and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated statutes, regulations or ordinances, relating to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Site License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

LICENSOR

City of Moline,
an Illinois Municipal Corporation

By: _____

Name: Scott Raes

Title: Mayor

Date: _____

ATTEST:

Tracy A. Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

LICENSEE

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By:
Name: _____
Title: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the ____ day of _____, 201_ before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

Notary Public: _____
My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND)

On this ____ day _____, A.D. 2013 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor and Tracy Koranda, City Clerk to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
My Commission Expires: _____

Exhibit D (Revised)
(Continued)
COMMUNICATIONS EQUIPMENT

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below:

2. Concrete slab housing communications equipment and appurtenances associated therewith as more fully described below:

<u>Antennas</u>	<u>Number</u>	<u>Type</u>
<u>Kathrein 742213</u>	<u>Six (6)</u>	<u>Panel</u>
<u>Kathrein 800-10766</u>	<u>Two(2)</u>	<u>Panel</u>
<u>Powerwave P65-15-XLH-RR</u>	<u>One (1)</u>	<u>Panel</u>

Nine (9) panel antennas measuring approximately 98" height x 12"width x 6" deep or less mounted on the water tank.

Twelve (12) cables measuring 1 5/8" thick.

1 DC Power Bundle 3/4" thick.

1 Fiber Bundle 1/2" thick.

Equipment cabinets on a support frame contained within the leased premises.

One (1) Microwave dish measuring approximately 3' in diameter.

Two (2) cables and two (2) radios.

Three (3) Alcatel Lucent Remote Radio Heads

Six (6) TMA's

One (1) Surge Suppression System

ATTACHMENT 1

MEMORANDUM OF SITE LICENSE

Prepared by:

NAME

FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

NAME

FIRM

FIRM ADDRESS

CITY, STATE ZIP

Re: Cell Site # IAL04141; Cell Site Name: Moline WT (IL)
Fixed Asset Number: 10082446
State: Illinois
County: Rock Island

MEMORANDUM
OF
SITE LICENSE

This Memorandum of Site License is entered into on this ____ day of _____, 2013, by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13-F West Tower, Atlanta, GA 30324 (“**Licensee**”).

1. Licensor and Licensee (or its predecessor-in-interest) entered into a Site License Agreement dated March 20, 2001 which was first amended on May 16, 2003, whereby Licensor leased to Licensee certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265 (“**Agreement**”).
2. The portion of the land being leased to Licensee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
3. This Memorandum of Site License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Site License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Site License and the provisions of the Site License, the provisions of the Site License shall control. The Site License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Site License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site License as of the day and year first above written.

LICENSOR:
City of Moline,
an Illinois Municipal Corporation

LICENSEE:
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Scott Raes _____
Title: Mayor _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1 to Memorandum of Site License

Premises

The Property known as: 17th AVENUE WATER TOWER—1531 17th AVENUE, MOLINE, IL.

That part of Assessor's Lot 6 of Section 5 as shown in the plat of Sections 4, 5, 6, etc. as recorded in Plat Book 1, Pages 38-40 in the Recorder's Office in the Court House at Rock Island, Illinois, more particularly described as follows, to-wit: Commencing at the NW corner of 17 Avenue and 16 Street in the City of Moline, said point being 30 feet W of the SE corner of said Assessor's Lot 6; thence S 88° 12' 10" W, 138 feet along the N line of 17 Avenue to the point of beginning; thence N 00° 00' 00" E 41.62 feet, parallel to the W line of 16 Street, to an iron stake; thence N 3° 11' 20" W 101.40 feet, to an iron stake; thence N 0° 22' 20" E 15 feet to an iron stake; thence S 87° 50' 20" W 103.97 feet, to an iron stake; thence S 5° 40' 11" E, 157.66 feet to the N line of 17 Avenue; thence N 88° 12' 10" E 93.86 feet to the point of beginning of this description.

The location of the Premises is more particularly described as follows:

- (a.) Ground space measuring 10' x 20' in size and antenna mounting space on the tower in the approximate location as described *above*.
- (b.) Together with such rights of way and easements on, over, under, across and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation and operation of Licensee's telecommunications equipment located upon the Property including but not limited to access from the nearest source of telephone and electric utilities.
- (c.) The location of the Premises is subject to the relocation provisions of Paragraph 1 of this License.

SCHEDULE OF TERMS & CONDITIONS

waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED April 5, 2011

Program Year 2013 CDBG Allocation and Reallocation Summary

PROGRAM	DESCRIPTION	ORIGINAL AMOUNT	AMENDED AMOUNT
Alley Cat Boxing Club	Funds will assist in travel, boxing matches, boxing shows, purchase of equipment, registration fees and insurance; as well as scholarships for education expenses for specific fighters who meet the CDBG criteria.	\$4,500	\$16,000
Casa Guanajuato	Funding will be used for renovations and ADA upgrades for the Early Childhood Learning Center and Community room located at 1401 16 th Street	\$5,000	\$13,286
City of Moline – Façade	Leverage of public funding to attract private sector reinvestment in order to rehabilitate and renovate commercial buildings within identified low to moderate census block groups.	\$7,500	No Change
Cloverleaf Community Committee	Funds will be used to facilitate field trips, activities, and programs that will reduce juvenile delinquency and stimulate positive behavior in the community, particularly in youth. All projects will benefit the Cloverleaf community, a low to moderate income neighborhood.	\$2,500	\$0.00
Code Compliance	The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions. \$31,739.62 of funding will come from the City's entitlement funds while the remaining \$1,760.38 will be used from the carryover from 2012.	\$33,500	No Change
Community Housing Services Program (AMENDED)	This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents. \$138,690.77 of funding will come from the City's entitlement funds while the remaining \$161,309.23 will be funded from carryover from 2012.	\$255,000	\$300,000
Community Housing Services Program – Emergency	This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents	\$45,000	No Change
Community Housing Services Program - Roof Program (NEW ACTIVITY)	This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds roof repair and replacement for low-income residents.	\$0.00	\$120,000
Community Housing Services Program – Service Delivery (AMENDED)	Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress,	\$140,000	\$120,000

	payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs. \$64,846.94 of funding will come from the City's entitlement funds while the remaining \$55,153.06 will be funded from carryover from 2012.		
Florecente C.O.P.	Funds will be used to prevent crime through an emphasis on police and child development. Funds will finance neighborhood specific classes for police officers related to gang awareness and school violence. Other funds will assist with registration and other fees related to organized sports for children of families who could not afford it otherwise. Other projects include field trips and family events that serve to unite the community and provide positive reinforcement for area youth. All projects benefit low to moderate income families in the Florecente neighborhood.	\$11,000	No Change
Main Street (AMENDED)	The focus of the Main Street Program is to revitalize historic districts through events, promotions, marketing, retail/commercial growth and historic revitalization. These funds will support the delivery/technical assistance of the Main Street program to business owners and the marketing of the program in order to create and maintain a vibrant downtown as well as jobs at these small businesses.	\$0.00	\$7,099.03
Neighborhood Abatement (AMENDED)	These funds will provide the tools to work with neighbors and property owners toward responsible upkeep or last resort demolition. They will also assist with environmental and nuisance activities that include property compliance abatement to structural demolition. These funds will be coming from carryover from 2012.	\$0.00	\$ 12,561.80
One Moline Place (NEW ACTIVITY)	Funds will be used to complete the infrastructure in undeveloped area of Moline. Infrastructure will be used to encourage the development of new housing. \$132,024.12 of funding will be used from the City's entitlement funds while the remaining \$53,060.43 will come from carryover from 2012.	\$0.00	Unknown
Administration – General (AMENDED)	The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements. \$91,991.04 of funding will be used from the City's entitlement funds while the remaining \$48,599.96 will come from carryover from 2012.	\$132,734	\$140,591
Project NOW Senior Center	Funding will be used for transportation, vehicle operation, fuel and maintenance for the Senior Center fleet that is used to transport senior and disabled citizens to appointments and daily living activities.	\$8,000	\$20,000
Salvation Army	Funds will be used to facilitate the organization's Emergency Assistance Program, which provides referrals, a food pantry, and rent/utility assistance to those who show financial need. This work is done on a client by client basis, specifically to assist individuals with low to moderate income.	\$7,500	\$15,000

Sidewalks (NEW ACTIVITY)	Funds will be used in conjunction with the City of Moline's existing Sidewalk Program in our Engineering Department. Citizens meeting eligibility requirements (i.e, Low/Mod income, eligible census tract) will receive funds to replace sidewalks in front of their property that no long meet code requirements. \$15,000 of funding will come from the City's entitlement funds while the remaining \$15,000 will come from carryover from 2012.	\$0.00	\$30,000
Springbrook C.O.P.	Funds will be used to educate officers on dealing with neighborhood specific issues such as domestic violence, abuse, and mental health issues. Residents will also benefit from classes related to effective parenting and safety. Other funded programs include activities, services, equipment, and supplies associated with projects that will stimulate personal growth and positive behavior in the community, particularly in youth. All projects will benefit the Springbrook community, a low to moderate income neighborhood.	\$8,435	No Change
WVIK	Funding will be used to purchase replacement receivers and supplies for the APRIS program. APRIS is a broadcast system that provides local and regional news to visually and mobility impaired persons.	\$3,000	No Change

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
Terms and Conditions for FY 2013 Grants and Cooperative Agreements

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GRANT/COOPERATIVE AGREEMENT

PROVISIONS GENERAL

The Grant/Cooperative Agreement (also referred to as award document) consists of the form HUD-1044, including any special conditions, and these Grant/Cooperative Agreement Provisions. The Grantee must comply with the requirements and conditions established in the Grant/Cooperative Agreement.

A. Overview of Award Implementation

This instrument reflects the acceptance of the budget, key personnel and basic conditions of the Applicant's approved general proposal, or any subsequent revision, submitted in response to the Notice of Funding Availability (NOFA) for the Department of Housing and Urban Development, Healthy Homes and Lead Hazard Control Grant Programs for the NOFA indicated on the form HUD-1044 cover page.

As a condition of accepting the grant award, the Grantee and sub-recipients, as applicable, agree to the following:

The Grantee must complete and submit a revised management and work plan, Deliverables/Outcomes and Budget (summarized on the Benchmark Standards) **within 60 calendar days** of the effective date of the award (form HUD 1044 – Block 5). These revisions shall update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan and budget. Revisions should be developed according to the instructions provided by the assigned Government Technical Representative (GTR). If identified issues are not addressed satisfactorily, the Grantee's grant may be terminated on the basis of failure to successfully conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which the Grantee applied. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as lead hazard control or other healthy homes interventions, will not be allowed to draw down funds prior to the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and its receipt of an approved Request for Release of Funds and Certification, as prescribed within this agreement. See OHHLHC Policy Guidance 2008-03 for further details.

B. Definitions¹

“Allocable Costs” are costs that are allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. All activities which benefit from the Grantee's indirect cost, including unallowable activities and services donated to the Grantee by third parties, will receive an appropriate allocation of indirect costs. Any cost allocable to a particular Federal award or cost

¹ In accordance with OMB Circulars (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, and A-122 - Cost Principles for Nonprofit Organizations), the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, and applicable Notices of Funding Availability).

objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

“Direct Costs” are those that can be identified specifically with a particular final cost objective. Typical direct costs chargeable to Federal awards are: Compensation of employees for the time devoted and identified specifically to the performance of those awards; Cost of materials acquired, consumed, or expended specifically for the purpose of those awards; Equipment and other approved capital expenditures; and travel expenses incurred specifically to carry out the award. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

“Grant” (or “award”) means the award document consisting of the HUD-1044, including any special conditions; these grant provisions refer to either a grant or a cooperative agreement instrument.

“Grantee” as used herein refers to a recipient of either a grant or a cooperative agreement.

“Grant Officer” means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.

“Guidelines” refers to the definitions, standards and information contained in the latest edition of the “Guidelines for the Evaluation and Control of Lead-Based Paint in Housing.” The Guidelines are incorporated by reference.

“Government Technical Representative” (GTR) means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

“Head of the Awarding Activity” (HAA) means a HUD official, at the Assistant Secretary-level or equivalent, with authority for policy, award, and administration of discretionary grants within one or more HUD organizational elements. For this grant, the HAA is the Director of the Office of Healthy Homes Lead Hazard Control.

“Indirect Costs” means those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term applies to costs of this type originating in the Grantee’s organizational unit, as well as those incurred by other organizational units or other entities in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a Grantee’s organizational unit or in other agencies

providing services to a Grantee's organizational unit. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

"NOFA" means the Notice of Funding Availability that announced the availability of funding for this award.

"OHHLHC" means the HUD Office of Healthy Homes and Lead Hazard Control.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program; also referred to as a "Grantee."

"Subrecipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program; also referred to as "subgrantee" if the agreement between the recipient and the subawardee is a grant, or a "contractor" or "subcontractor," as applicable, if the agreement between the recipient and the subrecipient is a contract. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

"Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program.

"Work Plan" refers to the Grantee's plan for addressing a specific need under this Grant/Cooperative Agreement.

C. Changes to Reporting - Transparency Act reporting.

1. Recipient Reporting to Meet the Requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006 (FFATA), as amended.
 - a) Prime Awardee Reporting. Prime recipients of HUD financial assistance are required to report sub-awards made either as pass-through awards, subrecipient awards, or vendor awards in the federal government-wide website www.fsr.gov or its successor system. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the prime award and subawards, including awards made as pass-through awards or awards to vendors, where both the initial award is \$25,000 or greater or the cumulative award will be \$25,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy guidance. The

prime awardee will have until the end of the month plus one additional month after a subaward or pass-through award is obligated to fulfill the reporting requirement. The FFATA requires the creation of a public governmentwide website in which the following subaward data will be displayed:

- i. Name of entity receiving award;
- ii. Amount of award;
- iii. Funding agency;
- iv. North American Industry Classification System (NAICS) code for contracts, or Catalog of Federal Domestic Assistance (CFDA) program for financial assistance awards;
- v. Program source;
- vi. Award title descriptive of the purpose of the funding action;
- vii. Location of the entity (including Congressional district);
- viii. Place of Performance (including Congressional district);
- ix. Unique identifier of the entity and its parent; and
- x. Total compensation and names of top five executives.

For the purposes of reporting into the FFATA Sub-award Reporting System (FSRS) reporting site, the unique identifier is the DUN and Bradstreet Universal Numbering System (DUNS) number the entity has obtained from Dun and Bradstreet, and for Prime awardees the DUNS number registered in the Central Contractor Registration as required by HUD regulation 24 CFR 5.1004.

The Grantee shall submit the Federal Financial Report (FFR) (Standard Form 425) for each project or program annually. A final FFR shall be required at the completion of the award agreement and shall use the end date of the project or grant period as the reporting end date.

HUD requires recipients to submit the FFR no later than 90 calendar days after the end of each specified reporting period for annual reports. Final reports shall be submitted no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by HUD upon request of the recipient.

- b) Prime Awardee Executive Compensation Reporting. Prime awardees must also report in the governmentwide website the total compensation and names of the top five executives in the prime awardee organization if:
 - i. More than 80% of the annual gross revenues are from the Federal Government, and those revenues are greater than \$25 million annually; and
 - ii. Compensation information is not readily available through reporting to the Securities and Exchange Commission (SEC).
- c) Sub-award Executive Compensation Reporting. Prime awardees must also report in the governmentwide website the total compensation and names of the top five executives in the subawardees, pass-through or vendor organization if:
 - i. More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and

- ii. Compensation information is not readily available through reporting to the Securities Exchange Commission (SEC.)
 - d) The FFATA Reporting Exemptions. The FFATA exempts any sub-awards less than \$25,000 made to individuals and any sub-awards less than \$25,000 made to an entity whose annual expenditures are less than \$300,000. Subawards with a cumulative total of \$25,000 or greater are subject to subaward reporting beginning the date the subaward total award amount reaches \$25,000. Any other exemptions to the requirements must be approved by the Office of Management and Budget.
 - e) Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417), (Section 872). Section 872 requires the establishment of a government-wide data system, the Federal Awardee Performance and Integrity Information System (FAPIIS), which contains information related to the integrity and performance of entities awarded federal financial assistance and making use of the information by federal officials in making awards.
2. Further, each recipient of federal funds with a cumulative value greater than \$10 million and their direct (i.e., first-tier) subrecipients must report to FAPIIS, with the data collection requirements including information about certain civil judgments, criminal convictions, and outcomes of administrative proceedings that reached final disposition within the most recent 5-year period and were connected with the award or performance of a federal or state award. Recipients and first-tier subrecipients must report information at least semiannually to maintain the currency of the information. Section 872 also requires that an entity be allowed to submit comments to the data system about any information that system contains about the entity. Use of the FAPIIS system requires a DUNS number and current valid registration in the System for Award Management (SAM). SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Entities may register at no cost directly from: <https://www.sam.gov/portal/public/SAM/>.
 3. Grantee See the following websites below:
 - FFATA Information System
 - <http://www.ffata.org/ffata>
 - FFATA Sub-award Reporting System
<https://www.fsrs.gov>
 - Federal Subaward Reporting System (Contractor User Guide 1.0)
https://www.fsrs.gov/documents/fsrs_contractor_user_guide_1.0.pdf
 - Grants.gov (Training Webinars)
<http://www.grants.gov/fsrs/index.jsp>

- [Grants.gov \(Training Webinars\)](http://www.grants.gov)
- <http://www.grants.gov/fsrs/index.jsp>

PROGRAM REQUIREMENTS (Articles)

1. Administrative Costs

Administrative costs may not exceed 10 percent of the federal grant award. For more information, please review OHHLHC Policy Guidance 2013-04 – “Administrative Costs for OHHLHC Grant Programs.” During negotiations, the Grantee’s Authorized Official and Fiscal Officer must certify administrative costs and complete the Part 3 Financial Reporting Form (Administrative Cost Summary).

2. Administrative Requirements

For Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- OMB Circular A-21, Cost Principles for Educational Institutions (as applicable)(Relocated to 2 CFR Part 220);
- OMB Circular A-122, Cost Principles for Non-Profit Organizations (as applicable)(Relocated to 2 CFR Part 230);
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of High Education, Hospitals and other Non-Profit Organizations (Relocated to 2 CFR Part 215); and
- These Grant/Cooperative Agreement Provisions.

For State/Local Government Grantees, awards will be governed by:

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (Relocated to 2 CFR Part 225); and
- These Grant/Cooperative Agreement Provisions.

For commercial/For-Profit Grantees, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (HUD as the Federal awarding agency applies part 84 to for-profits) <http://www.access.gpo.gov/nara/cfr/cfrtable-search.html#page1>;
- OMB Circular A-133 (HUD's audit requirements for commercial/for-profit recipients are covered by A-133); and
- These Grant/Cooperative Agreement Provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the Grant Officer.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Allowable Costs

This is a cost reimbursement award. Except as described in **Article 3, "Advance Payment by Treasury Check or Electronic Funds Transfer,"** the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown in Block15 on the form HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are

determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by applicable OMB Circulars identified in **Article 2, “Administrative Requirements”**.

5. Amendments

The Grant/Cooperative Agreement may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer. See OHHLHC Policy Guidance 2013-03.

6. Amount of Cost Share

The estimated cost for the performance of this grant is the “Total Instrument Amount.” See Blocks 14 of the form HUD-1044, Assistance Award/Amendment. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. HUD shall not reimburse the Grantee in excess of the “Total HUD Amount” in Block 14 of the HUD-1044. HUD reserves the right to withhold three-percent (3%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation) prepared in accordance with the OHHLHC Policy Guidance 2012-05 and/or GTR instructions for the specific OHHLHC program and any amendments.

The proposed match contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear without reimbursement by HUD the “Recipient Amount” of the total costs. The Grantee is not obligated to contribute more than the “Recipient Amount.” However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the “Total Instrument Amount.” The Grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on the SF-425. The Grantee shall also include the eligible match on the Part 3 - Financial Reporting Form (Match Commitment Summary).

For verification of the eligible match source(s) and verification of match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:

- Name of match source
- Amount of match
- Type of match (cash or in-kind)
- Description and purpose of eligible program activities performed as a result of receipt of the match
- Documentation to substantiate the match from the matching organization/entity

The match from the matching organization may include:

- Cash Contributions, verified by:
 1. General ledger entries;
 2. Expenditure reports;
 3. Invoices;
 4. Signed contracts/agreement;
 5. Timesheets;
 6. Activity Report, etc.

- In-Kind (Including third part contributions), verified by:
 1. Identification of donated equipment, supplies, volunteer services, etc.
 2. Fair Market Determination
 3. Invoices
 4. Timesheets and/or Activity Reports

The Grantee must satisfy all statutory matching requirements in the NOFA. If the Grantee's actual matching contribution is less than “Recipient Amount” under Block 14 of the form HUD-1044, **the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's match, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-federal funds the amount of eligible match not met.** The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee has a request to reduce match, the Grantee shall provide a revised SF-424, a revised form HUD 424 CBW, and a revised budget narrative. In addition, a justification is required.

7. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

Part 3 – Financial Reporting Form and Standard Form 425 Financial Status Report, detailing match or in-kind contributions, shall be submitted on a quarterly basis to the GTR via the reporting system specified in **Article 38, Project Management System**. OHHLHC must receive a signed original document. A Final Report (along with a final Standard Form 425) is due no later than 90 days after the end of the period of performance. See **Article 6, Amount of Cost Share**, regarding the holdback of 3% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal, leverage and in-kind statutory percent match amounts). Failure to submit a Final Report within 90-days from the end of the grant period of performance may result in the grant being administratively closed and all outstanding funds recaptured by HUD or the Treasury. For guidance on how to complete the Grantee’s Final Report, see OHHLHC [Policy Guidance 2012-05](#).

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are incorporated into this award document. They include, but are not limited to:

- a) Standard Form 424 (SF-424), Application for Federal Assistance
- b) Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c) Applicant/Recipient Disclosure Update Report (HUD-2880)
- d) Certification Regarding Parties Excluded From Procurements (HUD Form 5071)
- e) Certification of Consistency with the Consolidated Plan (HUD-2991)

9. Changes to Award Agreement

In accordance with 24 CFR 84.25 or 85.30, as applicable, Grantees/recipients and subgrantees/subrecipients must obtain the prior approval of the awarding agency (see Policy Guidance 2013-03, Grant Amendment Procedures for OHHLHC Grantees for instructions) whenever any programmatic changes are anticipated to include the following:

- a) Any revision of the scope or objectives of the project (e.g., change in target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks of numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained, etc.) regardless of whether there is an associated budget revision requiring prior approval);
- b) Need to extend the period of performance/availability of funds;
- c) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget. Changes in key personnel as specified in an application or a grant award. In research projects, a change in the project director or principal investigator always requires approval;
- d) Contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party (e.g. vendors) to perform activities that are central to the purposes of the award.

10. Closeout (See OHHLHC Policy Guidance 2012-05)

The Grantee shall provide the closeout documentation to the GTR within 90 days after the end of the performance period, consisting of the following elements:

- a) Final Narrative Report
- b) Final breakdown and justification of budget categories including direct costs, administrative costs, and indirect cost rate, if applicable;
- c) Final Financial Status Report (SF-425);
- d) Final invoice for incurred expenses; and
- e) Final reporting into the on-line quarterly reporting system (only if additional housing units were completed and cleared during the close out period).

The Grantee shall submit a final Section 3 Report (HUD 60002) to its local HUD Field Office at <http://www5.hud.gov:63001/apps/po/e/srs/Public/form.cfm>

HUD will notify the Grantee in writing when the Grant/Cooperative Agreement is closed. The Grantee has three areas of continuing responsibility after closeout of award:

1. Records and materials must be kept in a safe place and be accessible to HUD, auditors and other government officials for a period of at least 3 years from the end of the award's period of performance. This requirement also extends to all sub-grants/sub-awards and subcontracts the Grantee has executed for over \$10,000.
2. Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the award document. Disposal of property must be in accordance with applicable OMB Circulars and regulations. See **Article 37, Program income**, regarding use of those funds.
3. Notification to the GTR and Grant Officer if at any time during the three-year period after the period of performance, the Grantee organization is discontinued or changes location. The GTR and Grant Officer shall be notified immediately of the new address or the address of the party retaining all records.

11. Conduct of Work

During the effective period of this grant, the Government Technical Representative shall be responsible for monitoring the technical effort of the Grantee.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Management and Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at risk to, and any costs related thereto shall be borne by, the Grantee.

The Grantee shall not engage in any unethical activities during the grant/cooperative agreement performance period. If HUD makes a determination that the Grantee has engaged in unethical activities, the Grantee will be subject to High Risk designation until such time as the activities have ceased and assurance acceptable to HUD is given that no further activities will occur; in addition, HUD may take enforcement action under 24 CFR 84.14, 84.60 - 84.62, or 24 CFR 85.12 and/or 85.43, as applicable.

12. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501 - 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, the approval time may considerably lengthen the time required for completion of the proposed project. The Grantee shall give careful consideration to requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a. The Grantee is conducting the collection of information at the specific request of HUD; or
- b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

The Grantee shall cooperate fully with any research or evaluation sponsored by HUD or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators or HUD. This also may include the compiling of certain relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at <http://www.hhs.gov/ocr/privacy/>.

13. Contact Information Updates

The Grantee shall inform the GTR of any changes in contact information, including the organization’s name, address, telephone, e-mail, and key personnel.

14. Copyright

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement/grant; and (b) any rights of copyright to which an Grantee or sub-Grantee or a contractor purchases ownership with award funds.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD’s website must meet HUD’s Web Publication Standards and Procedures at <http://www.hud.gov/library/bookshelf11/>.

15. Direct Costs

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 - Cost Principles for Nonprofit Organizations) (see **Article 2, Program Requirements**, above, for the codification of these circulars in title 2 of the CFR) that can be accessed at <http://www.whitehouse.gov/omb/circulars/index.html>.

16. Disputes

During the performance of the grant/cooperative agreement, disputes may arise between the Grantee and the GTR, or between Grantee and the Grant Officer.

If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Officer in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Officer.

If a dispute with the Grant Officer arises, or if the Grantee has appealed a determination by the GTR to the Grant Officer, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision within thirty (30) calendar days to the Director, Office of Healthy Homes and Lead Hazard Control, or his or her designated representative.

17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not-to-exceed “Total HUD Amount” in Block 14 of the form HUD-1044.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). (LOCCS uses a computer software program that ensures that requested payments do not exceed the amount authorized to the Grantee. Each day, LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.)

Before receiving funds from HUD, the Grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event that the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days prior to the date such change is to become effective.

In order to have access to LOCCS and the VRS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response Access Authorization Form.

The Grantee shall submit to the GTR the *original* documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting Form in accordance with OHHLHC LOCCS Policy Guidance PGI 2013-02.

All Grantees must submit a notarized form HUD-27054 for new Grants. In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the VRS. Payment requires the authorized Grantee to telephone the VRS and provide the Security ID number and requested information. Detailed instructions for establishing and using the LOCCS-VRS were provided in the Grantee's transmittal letter and are available on OHHLHC's website. The grantee is required to maintain expense related documentation for a period of no less than 3 years from the end of the grant period of performance.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances should be sent to the new Miscellaneous Lockbox as follows:

NationsBank – Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State or local government, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses. (24 CFR 85.21)

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses. (24 CFR 84.22)

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/>) as it pertains to interest.

18. Equipment

The following equipment in excess of \$5,000 is allowable, in accordance with the OHHLHC NOFA for the applicable grant program, to be acquired for the performance of this grant/cooperative agreement:

- **XRF Instruments;** X-ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OHHLHC Grant programs will remain the property of the Grantee under the conditions cited in 24 CFR 84.34 or 85.32, as applicable.

19. Flow Down Provisions

If the Grantee sub-awards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the sub-award agreement these Terms and Conditions and any other provisions as may be necessary to ensure that the sub-grantees or sub-recipients comply with the requirement of the cooperative agreement/grant.

20. Grantee Lead Certification Program Requirement

The Grantee agrees that any funds under this grant used for lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State or Tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices, such as the EPA (or EPA-authorized State or Tribal) repair, renovation and painting certified renovator course), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

21. HUD's Right to Audit and Disallow and Recover Funds

The Government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

22. HUD's Substantial Involvement

If this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- a. Review and possibly suggest amendments to the study design, including:
 - 1) Study Objectives
 - 2) Field Sampling Plan
 - 3) Sample Handling and Preparation
 - 4) Sample and Data Analysis
 - 5) Quality Assurance
- b. Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- c. Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

23. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning on the date in Box #5 of the form HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer with concurrence of the GTR.

24. Indirect Costs

If the Grantee has received a provisional indirect cost rate from its cognizant agency, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this award document, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective.

The Grantee shall enter the provisional or approved indirect cost rate(s) (along with the base(s) and estimated cost(s) in Category 10, Indirect Costs, of any form HUD-424CBW submitted as a result of negotiation of this grant/cooperative agreement.

If a provisional rate is in effect at any point in the period of performance, adjustments will be made from the provisional rate to the approved indirect rate. However, such adjustments shall not increase the total amount of the award as stated in Block 15 of the form HUD-1044 (i.e., if necessary, other costs shall be decreased).

25. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned Field Representatives.

26. Key Personnel

Personnel specified as key personnel in the original grant application, Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. **The Program Manager shall commit at least 75% of his/her time to this grant/cooperative agreement award.** Prior to diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the Grant Officer.

27. Liability Insurance

Securing liability insurance for housing-related hazard evaluation and control activities is an eligible cost. If the scope of the insurance is restricted to work under this grant; the cost is a direct cost. If the scope of the insurance is not restricted to work under this grant, the insurance cost is either an indirect cost or an administrative cost, depending on the relationship of the insurance applicable for this grant to the applicant's overall insurance policy portfolio. See the

detailed explanations of indirect and administrative costs provided in the applicable OMB Circular (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 – Cost Principles for Nonprofit Organizations) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars/index.html.

28. Limitation on Consultant Payments

Consultants may not be paid, or provided reimbursement for payment, whether retained by the federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current federal pay year in which the consultant performs services under the grant/cooperative agreement.

29. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. section 1352 provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

30. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

31. Grant Deliverables

The Grantee shall complete and submit a detailed management and work plan, benchmarks (with Benchmark Standards-Form HUD 96008), budget and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant/cooperative agreement. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative (GTR) for the grant program as applicable.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed

narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for sub-recipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan, and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See, also, **Article 38, Project Management System**).

32. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a. Statutes.
- b. Regulations other than Uniform Administrative Requirements (see below).
- c. The applicable NOFA, including the General Section and the Program Section.
- d. Grant Agreement (form HUD 1044), including Terms and Conditions.
- e. Management and Work Plan.
- f. Special Conditions.
- g. Schedule of Articles.
- h. Uniform Administrative Requirements (i.e., 2 CFR 215-230, as applicable; 2 CFR 2424 and 2429; and 24 CFR 84-85, as applicable).
- i. Grantee's Proposal (if incorporated, except for the Management and Work Plan; see above).

33. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

[GTR identified in Block 9 of the form HUD-1044]
Government Technical Representative
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 8236
Washington, DC 20410-3000

34. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds beyond the Expiration Date

The Grantee shall provide all services stipulated in this award agreement for the period of months specified on the form HUD 1044, "Assistance Award/Amendment" Continuation Sheet from the effective date stipulated in Block #5 of the form HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be

liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within 90-days after the end of the period of performance.

The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.

An extension of the award period can be authorized only by the Grant Officer in writing. Neither verbal assurances, nor written assurances of funding from other than the Grant Officer, shall constitute authority to obligate funds for programmatic activities beyond the expiration date.

The OHHLHC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding or to extend the period of performance is at the sole discretion of the OHHLHC.

35. Pre-Award Costs

Prior to the effective date of the Grant/Cooperative Agreement, a Grantee may, at its own risk, incur pre-award costs with prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

36. Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any sub-Grantee or sub-recipient under this award.

37. Program Income

Any program income derived as a result of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award in accordance with 24 CFR sections 84.24 or 85.25 as applicable. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

38. Project Management System

a. Deliverables

The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing form HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

b. Quarterly Progress Reports

Quarterly reports will be due no later than January 30th, April 30th, July 30th and October 30th, for the preceding quarter following the initiation of the grant through project closeout, and should be submitted as soon as possible after the end of the quarter. If a due date falls on a federal weekend or holiday, or on an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. In addition, a separate document illustrating match contribution for each quarter is required. [See **Article 6, Amount of Cost Share.**] Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

The Grantee shall use the OHHLHC Grant Management System (GMS), or a replacement system selected by the OHHLHC, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

In the event that a Grantee cannot access the Internet, a “Word template” version of the GMS reporting forms is available. Completed quarterly reports in this format should be submitted to grantee.quarterly@hud.gov or other Internet address or other method as advised by the GTR.

The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its “LOCCS VRS Request Voucher for Grant Payment” processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

c. **Annual Reports**

Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted annually by January 10.

Race and Ethnic Data Reporting Form the HUD form 27061. The Race and Ethnic Data Reporting Form must be submitted annually by January 10.

d. **Final Report**

The Final Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The Report need not be lengthy, but should be of a quality and detail to provide a freestanding description to any outside reader of all of the applicant's work and achievements under the grant. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. **See Article 10, Closeout.**

39. Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee's sub-recipients.

Interim and final reports (including any required scientific manuscripts) may not be published by the recipient or any sub-recipients participating in the work for a period of sixty days (60) after acceptance of the deliverables by the GTR, to allow sufficient time for review and comment, without written approval by the Grant Office with the concurrence of the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the recipient or other participants in the work shall contain the following acknowledgment and disclaimer:

“The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.”

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any sub-recipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event later than coincidental with release.

40. Release of Funds and Environmental Certification

Neither HUD funds nor non-HUD funds may be used for conducting hazard remediation or other activity that would physically alter housing or other real property in any way (e.g. lead hazard control, healthy homes intervention, rehabilitation/renovation, etc.) prior to the Grantee’s receiving Release of Funds/Environmental Certification Clearance from HUD. Refer to 24 CFR § 58.34(a) for a list of exempt activities.

After the Grantee has submitted a Request for Release of Funds and Environmental Certification (Form HUD 7015.15) with supporting documentation, it will be reviewed by OHHLHC. Upon the Grantee’s receipt of a letter from OHHLHC containing the effective approval date of the “Request for Release of Funds and Environmental Certification,” federal and non-federal funds may be committed and/or expended on physical remediation of eligible, enrolled units. Contact the OHHLHC Environmental Clearance Officer, below, for questions; mail the original and copies to the following addresses:

Originals	Copies:
Karen M. Griego Program Environmental Clearance Officer Office of Healthy Homes and Lead Hazard Control U.S. Department of Housing and Urban Development 611 West 6th Street, Suite 805 Los Angeles, CA 90017 Phone: 215-534-2458 Fax: 815-572-0033 Karen.M.Griego@HUD.gov	(Block 8 Address of HUD-1044) Attn: GTR in Block 9 of HUD-1044

HUD will not make additional payments from the amount awarded to a Grantee for lead hazard evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices).

Any additional funds requested by the Grantee shall be requested in accordance with **Article 17, “Estimated Cost and Payment - Line Of Credit Control System (LOCCS).”**

41. Review of Deliverables

Deliverables include, but are not limited to:

- a. All interim and final reports.
- b. Survey instruments required by the Management and Work Plan, if applicable.

- c. Other physical materials and products produced directly under the Management and Work Plan of this grant, if applicable.
- d. Match, in-kind and leverage commitments, if applicable.

The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.

41. Sanctions

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to: requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; removing the Grantee from the LOCCS/VRS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant/Cooperative Agreement for non-performance. HUD may take enforcement action under 24 CFR 84.14, 84.60 - 84.62, or 24 CFR 85.12 and/or 85.43, as applicable.

42. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Grantee's original/revised application under this NOFA as well as the subsequent Statement of Work / Management and Work Plan and Benchmark schedule.

43. Special Conditions

Special Conditions to this award are listed on the form HUD-1044 Continuation Sheets.

44. Suspension and Termination

The Grant Officer may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award.

The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. (See **Article 41, Sanctions.**)

45. Notification of Proposed OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards

As of the publication of these terms and conditions, the subject proposal was under review by the Office of Management and Budget (OMB). If and as implemented, HUD intends to amend these terms and conditions to conform to the guidance. The Grantee will be notified in writing of these changes within 30 days of implementation by OMB.

The proposal can be found on the OMB website at http://www.whitehouse.gov/omb/grants_docs, under “Proposed Policies,” and on <http://www.regulations.gov> by searching for docket number OMB-2013-0001.

ATTACHMENT: LIST OF ACTIONS DUE

Action	Due Date (Deliverables may be provided earlier)¹
Management and Work plan, written policies and procedures, benchmarks and revised budget with a breakdown of the match	60 days after effective date of grant/cooperative agreement
Request for Release of Funds and Certification	90 days after effective date
Institutional Review Board approval (if applicable)/Approval of Request for Release of Funds and Certification	120 days after effective date
Grant work/deliverables	As per benchmarks following Institutional Review Board approval/Approval of Request for Release of Funds and Certification
Quarterly Progress Reports with a separate attached document illustrating match status	30 days after quarter ends, i.e.: January 30, April 30, July 30, October 30
FFATA Sub-award Reporting System	By the end of the month following the month in which the Grantee awards any sub-grant greater than or equal to \$25,000
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)	January 10 annually
Race and Ethnic Data Reporting	January 10 annually
Annual Audit	Annually based on the Grantee’s fiscal year
Deliverables	In accordance with benchmark schedule
Final Report	90 days after the end of the period of performance

¹See Article 38b in regard to due dates that fall on a federal weekend or holiday, or an otherwise-closed HUD workday in Washington, DC.

TERM SHEET

Between

CITY OF MOLINE, ILLINOIS ("Seller") and
IDP ILLINOIS ACQUISITION COMPANY, LLC ("Purchaser")
regarding the development of
Moline Place Phase II/Hawk Hollow Redevelopment Project Area

WHEREAS, IDP ILLINOIS ACQUISITION COMPANY, LLC, and the City of Moline, Illinois, mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, Purchaser is seeking time to complete due diligence on the site as well as prepare preliminary site plans and proformas related to the development potential of the site.

NOW, THEREFORE, the parties involved in this public/private partnership do hereby agree in concept to the following terms to advance the Moline Place Phase II/Hawk Hollow Redevelopment Project:

The specific terms according to which Purchaser will enter into a purchase agreement are outlined below, and Seller's acceptance of the terms and conditions herein shall acknowledge Seller's intent to enter into a formal, legally binding Agreement of Purchase and Sale ("Agreement") documenting the transaction described herein.

Details of our Letter of Intent are as follows:

- Purchaser:** IDP Illinois Acquisition Company, LLC, a Wisconsin limited liability company
- Seller:** City of Moline, Illinois
- Property:** Approximately 16.20 gross acres (705,672 sf) with approximately 9.00 usable acres (392,040 sf) located at the southwest corner of 5th Avenue & 6th Street in Moline, Illinois. See Exhibit A.
- Purchase Price:** The purchase price shall be \$700,000, which may be adjusted as provided for below. Purchaser shall provide at least \$440,000 in cash at closing including the Deposit. Seller is to provide financing for the balance of the purchase price, above \$440,000, the form of financing to be negotiated as part of the Development Agreement and Purchase Agreement.
- Purchaser will provide an initial deposit of \$10,000 (the "Deposit") within three (3) business days of the execution by both parties of the Agreement;
 - Purchaser shall increase the amount of the Deposit to \$30,000 (total) upon satisfaction of Purchaser's Conditions;
 - The balance of the Purchase Price will be paid to the Seller by certified check or bank draft upon Closing;
 - The Deposit is to be held in trust by a mutually acceptable escrow agent and placed in an interest-bearing account, with interest accruing to the Purchaser;
 - The Purchase Price will be adjusted as per closing adjustments typical for such a transaction;
 - The Purchase Price will be adjusted as follows:

Seller will obtain and provide to Purchaser a current full ALTA survey of the Property prepared by a Registered Land Surveyor acceptable to Purchaser and the Purchase Price shall be adjusted based on the actual usable area of the Property multiplied by \$77,778 per acre of fraction thereof (see "Purchase Price" above).

Agreement of Purchase and Sale:

Should Seller find the terms of this Letter of Intent acceptable, Purchaser would proceed diligently to prepare an Agreement of Purchase and Sale between the parties to reflect the business terms proposed in this Letter of Intent. Within the Agreement of Purchase and Sale would be terms and conditions normally included within such an Agreement (including a Due Diligence Period, deliveries at Closing, representations and warranties by both parties, delivery of free and clear title at Closing, etc.)

Property Documents:

Within three (3) business days of an accepted Agreement of Purchase and Sale, Seller will provide Purchaser with the following:

- Any surveys, site plans and site engineering reports for the Property in Seller's possession;
- All reports and studies in its possession to assist in the due diligence Purchaser would typically conduct in such an acquisition, including but not limited to, copies of all contracts, engineering drawings and reports, and environmental reports and geotechnical soil investigations;
- Copies of property tax bills and assessment notices; and
- Copies of any covenants, conditions and restrictions as well as any common area or private roadway easements or maintenance agreements affecting the Property.

(Collectively the "Property Documents")

Due Diligence:

From receipt of the Property Documents, Purchaser will have a three hundred and sixty five (365) day conditional period ("due Diligence Period") during which to:

- Evaluate the development potential for the Property, including but not limited to commissioning an environmental site assessment and undertaking a geotechnical investigation of the soil conditions;
- Verify the existing site has sufficient water retention/detention capacity to service a senior living community;
- Meet with a civil engineer to evaluate the costs associated with improving the Property with any necessary roadways, stormwater retention areas, and other infrastructure improvements;
- Verify that any easements affecting the Property do not adversely impact the development potential or the economics of developing the Property as intended by Purchaser;
- Evaluate the costs associated with constructing a senior living community on the Property;
- Meet with Moline officials to determine the zoning of the Property, discuss conceptual plans for the site, and determine the likelihood of receiving any Development Incentives;
- Determine that no recapture payments, impact fees or special assessments exist that would adversely affect the economics of Purchaser's proposed development;
- Conduct title searches and reviews.

(Collectively the "Purchaser's Conditions")

Purchaser shall have one (1) option to extend the Due Diligence Period for an additional one hundred eighty (180) days at no additional cost to the Purchaser.

If, for any reason whatsoever, the Purchaser, in its sole determination and absolute discretion, is not satisfied with the Property, then the Purchaser may terminate the Agreement by delivering to the Seller a written termination notice at any time during the Due Diligence Period.

If the Purchaser terminates the Agreement on or before the expiration of the Due Diligence Period, then the escrow agent shall return the Deposit and the interest earned thereon to the Purchaser, and neither party shall have any further rights pursuant to or obligations as set forth in the Agreement.

Development Incentives:

Seller acknowledges the availability of various economic development incentives provided by the City of Moline including land financing assistance, tax incremental financing, enterprise zone and public infrastructure financing. Seller and Purchaser will negotiate a mutually agreeable incentives package during the Due Diligence Period.

Closing:

Closing will be within sixty (60) days after the Due Diligence Period. Seller shall be responsible for the payment of all closing costs associated with the transaction.

Seller's Cooperation:

Upon execution of a Development Agreement and Agreement for Purchase of the Property, Seller will permit Purchaser to make site plan and building permit applications to the City of Moline and will consent or authorize such applications as the registered owner of the Property. These applications will be assigned to Purchaser at Closing. The costs of preparing and submitting the site plan and building permit applications shall remain at the sole cost and expense of Purchaser.

Brokers:

Purchaser and Seller represent and warrant that they have not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Each party agrees to defend, indemnify and hold party harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged in connection with the Property or this transaction.

Signs:

Purchaser shall be permitted to place a real estate sign on the property during any initial or extended Due Diligence Period(s) for purposes of marketing. All signage will comply with applicable municipal signage ordinances.

Exclusive Right to Negotiate:

During the period commencing upon Seller's execution of this Letter of Intent and ending on the Closing, Seller agrees to give Purchaser the exclusive right to negotiate, and Seller agrees to keep the Property off the market and to refrain from negotiating or discussing the sale of the Property with anyone other than Purchaser or its nominee.

This Letter of Intent is not binding upon either party. Rather, this Letter of Intent describes the price, terms and conditions upon which Purchaser is proposing to acquire the Property. Seller shall not be bound to sell the Property and Purchaser shall not be bound to purchase the Property unless and until a legally binding Agreement of Purchase and Sale is executed by both parties.

If the business terms outlined above are acceptable to Seller, kindly indicate so by signing on below. The terms of this letter are open for acceptance until January 31, 2012 at 5:00 p.m. CST. Upon receiving an acknowledged copy of this letter, Purchaser will subsequently prepare the Agreement of Purchase and Sale. It is the intention of all parties that this be a non-binding Letter of Intent and that an Agreement of Purchase and Sale will be executed within ten (10) business days following acceptance of this letter.

ACKNOWLEDGEMENT

The terms of this letter dated _____ are acceptable and Seller agrees to negotiate in good faith an Agreement of Purchase and Sale with IDP Illinois Acquisition Company, LLC.

Seller:

By: _____

Name: _____

Title: _____

Date: _____

IDP ILLINOIS ACQUISITION COMPANY, LLC:

By:  _____

Name: Rick A. Nelson

Title: Vice President

Date: 1/23/2012

EXHIBIT A

