



MOLINE CITY COUNCIL AGENDA

Tuesday, November 19, 2013

6:30 p.m.

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

City Hall
Council Chambers – 2nd Floor
619 16th Street
Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING – 6:45 P.M.

Public Hearing for Proposed 2013 Property Tax Levy increases for the City of Moline, for the Special Service Area #5 (Bass Street Landing), and for the Special Service Area #6 (Downtown Moline)

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

CONSENT AGENDA

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of November 12, 2013.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3053-2013

An Ordinance amending Chapter 34, "Water and Sewers," of the Moline Code of Ordinances by increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon in Section 34-3403, "Environmental Remediation Wastewaters," subsection (a), "City Requirements," subsection (g), "ERW Discharge Costs and Monitoring Charges," subsection (l) (1), "Groundwater Monitoring Wells," subsection (m), "Ground Water Clean-Up," and Section 34-3501, "City Requirements," subsection (b), and Section 34-3507, "ERW Discharge Costs and Monitoring Charges," and Section 34-3512, "Groundwater Monitoring Wells," and Section 34-3513, "Ground Water Clean-Up."

EXPLANATION: The Committee-of-the-Whole reviewed the City user fees on September 17, 2013. At that time, staff recommended increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon to adequately cover associated City costs. If approved, the fees will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication of Ordinance

2. Council Bill/General Ordinance 3054-2013

An Ordinance amending Chapter 34, "Water and Sewers," of the Moline Code of Ordinances by repealing Section 34-3402, subsection (d), "Hauled Wastewater," and Section 34-3414, "Pretreatment Charges and Fees," subsection (b), "Established Fees," subsection (c), "In-House Laboratory Testing Fees," and subsection (d), "Contract Laboratory Testing Fees," in their entirety and enacting in lieu thereof one new Section 34-3402, subsection (d), "Hauled Wastewater," and one new Section 34-

3414, "Pretreatment Charges and Fees," subsection (b), "Established Permits and Fees," concerning the same subject matter.

EXPLANATION: The Committee-of-the-Whole reviewed the City user fees on September 17, 2013. At that time, staff recommended adjusting the user fees associated with wastewater pretreatment and permitting, in-house lab testing, and receiving and processing hauled wastewater. If approved, the fees will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Publication of Ordinance

3. Council Bill/General Ordinance 3055-2013

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "SCHOOL SPEED LIMIT," by adding Twelfth Street, from Nineteenth to Twenty-Third Avenue.

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

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/General Ordinance 3056-2013

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including Fifty-second Street Court, south of Thirty-fourth Avenue, in the cul-de-sac.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Special Ordinance 4060-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Reindeer Ramble 5K scheduled for Sunday, December 8, 2013.

EXPLANATION: This is an annual event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

6. Council Bill/Resolution 1169-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Genesis Health System to allow the installation of temporary wooden traffic poles in City right-of-way at the intersection of 41st Street and 28th Avenue.

EXPLANATION: Genesis Health System has installed a temporary traffic signal at the intersection of 41st Street and 28th Avenue. This agreement will give permission for the temporary privately-owned wooden traffic poles to be placed on city right-of-way. The poles will be in place until after the first of the new year when the permanent mast arms are scheduled to arrive and be installed. Please see the attachment for the exact location of the poles.

FISCAL IMPACT: \$560 application fee

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1170-2013

A Resolution authorizing the Mayor and City Clerk to execute a grant agreement between the City of Moline and the Illinois Department of Transportation for the administration of a Federal Highway Administration (FHA), Illinois Highway Planning and Research Program grant related to the

preparation and completion of updates to the Moline Centre, Edgewater Neighborhood, and Floreciente Neighborhood Plan Elements for the City of Moline’s Official Comprehensive Plan, for the project consulting team and related expenses.

EXPLANATION: City and Renew Moline staff have requested and received approval for a grant award in the amount of \$160,000 from IDOT to be used toward the completion of updates to the City’s Comprehensive Plan. The use of the funds will focus on specific transportation and land-use related updates to the City’s Moline Centre, Edgewater Neighborhood, and Floreciente Neighborhood Plans and will allow the level of master planning anticipated in the original project scope to be completed. The \$160,000 in grant funds would be matched by \$40,000 of local funds, with \$20,000 coming from the Renew Moline Reimbursement Services Agreement and up to \$20,000 coming from the Planning and Development Department’s Professional Services item. There may also be the opportunity for certain in-kind services to be utilized for match purposes.

FISCAL IMPACT: \$160,000 in IDOT grant funds matched by \$40,000 of local funds as described above.

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1171-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Plaza Events, L.L.C. and Rodney Blackwell to allow the installation, operation and maintenance of a portable ice skating rink at the Plaza at Bass Street Landing.

EXPLANATION: Plaza Events, L.L.C. is interested in operating a skating rink at the Plaza from November 20 through March 31, 2014. This agreement will give permission for the temporary privately-owned skating rink to be placed on City right-of-way.

FISCAL IMPACT: The City will receive 5% of the net receipts

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1172-2013

A Resolution authorizing the Utilities General Manager to execute a grant agreement with the Illinois Clean Energy Community Foundation, which will allow the City to receive a grant in the amount of \$151,600.00 to offset a portion of the costs associated with the North Slope Wastewater Plant Improvements Project.

EXPLANATION: The Illinois Clean Energy Community Foundation grant is be awarded based upon projected energy savings that will be associated the installation of high efficiency aeration blowers and variable frequency drives for various pumps and motors as part of the North Slope Improvements Project.

FISCAL IMPACT: \$151,600.00 for the North Slope Improvements Project

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1173-2013

A Resolution authorizing the City Administrator and Chief of Police to execute an agreement between the City of Moline and the Quad City Metropolitan Enforcement Group setting forth the terms for the police department’s continued participation in this multi-jurisdictional law enforcement effort.

EXPLANATION: The police department has participated as a member of the Quad City Metropolitan Enforcement since its formation in 1977. The Intergovernmental Agreement has been reviewed and updated. An agreement was last updated and executed in 2006.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

11. Council Bill/Resolution 1168-2013

A Resolution authorizing approval of an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement.

EXPLANATION: The Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the Riverside Cemetery Retaining Wall Replacement project. Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$28,590.00.

FISCAL IMPACT: Utility Tax funds are included in the 2014 budget for this project.

PUBLIC NOTICE/RECORDING: N/A

1168-2013 Council Member	Aye	Nay
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Raes		

12. Council Bill/Resolution 1174-2013

A Resolution authorizing the Mayor to sign and submit the 2013 Community Rating System Annual Recertification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management.

EXPLANATION: This will meet the City's obligations to continue its participation in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to encourage advanced floodplain management activities.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: N/A

1174-2013 Council Member	Aye	Nay
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Raes		

FIRST READING ORDINANCES

13. Council Bill/General Ordinance 3057-2013

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois Bass Street Landing Special Service Area #5 of the City of Moline, Illinois, for the tax levy year 2013 collectible 2014 and enacting an ordinance relating to the same subject matter.

EXPLANATION: On November 15, 2005 the City Council adopted Ordinance No. 4068-2005 establishing a special service area (Bass Street Landing). As provided by the SSA Act, the services are to be provided through a levy of an annual property tax not to exceed the amount necessary to produce a maximum annual tax of \$250,000. For 2013, a levy of \$145,335.00 is required to fund the 2014 budget.

FISCAL IMPACT: Special services provided to Bass Street Landing will be paid by the property owners in the established special service area.

PUBLIC NOTICE/RECORDING: A Public Hearing notice was published in the Dispatch-Argus on November 6, 2013. This ordinance must be filed with the County Clerk by the last Tuesday in December.

14. Council Bill/General Ordinance 3058-2013

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois Downtown Special Service Area #6 of the City of Moline, Illinois, for the tax levy year 2013 collectible 2014 and enacting an ordinance relating to the same subject matter.

EXPLANATION: On July 15, 2008 the City Council adopted Ordinance No. 4034-2008 establishing a special service area (Downtown). As provided by the SSA Act, the services are to be provided through a levy of an annual property tax. For 2013, a levy of \$257,225.00 is required to fund the 2014 budget.

FISCAL IMPACT: Special services provided to the downtown will be paid by the property owners in the established special service area.

PUBLIC NOTICE/RECORDING: A Public Hearing notice was published in the Dispatch-Argus on November 6, 2013. This ordinance must be filed with the County Clerk by the last Tuesday in December.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/General Ordinance No. 3053-2013

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, by amending Section 34-3403, "ENVIRONMENTAL REMEDIATION WASTEWATERS," by repealing subsections (a), (g), (l)(1) and (m) in their entirety and replacing them with new subsections (a), (g), (l)(1) and (m) dealing with the same subject matter; by amending Section 34-3501, "CITY REQUIREMENTS," by repealing subsection (b) in its entirety and replacing it with a new subsection (b) dealing with the same subject matter; by amending Section 34-3507, "ERW DISCHARGE COSTS AND MONITORING CHARGES," by repealing Section 34-3507 in its entirety and replacing it with a new Section 34-3507 dealing with the same subject matter; by amending Section 34-3512, "GROUNDWATER MONITORING WELLS," by repealing subsection (a) in its entirety and replacing it with a new subsection (a) dealing with the same subject matter; and by amending Section 34-3513, "GROUND WATER CLEAN-UP," by repealing Section 34-3513 in its entirety and replacing it with a new Section 34-3513 dealing with the same subject matter.

WHEREAS, the Committee-of-the-Whole reviewed the City user fees on September 17, 2013; and

WHEREAS, at that time, City staff recommended increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon to adequately cover associated City costs; and

WHEREAS, City staff seek to amend Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances to increase the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon; and

WHEREAS, if this increase is approved, the fees will be in effect ten days from and after passage.

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

Section 1 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3403, "ENVIRONMENTAL REMEDIATION WASTEWATERS," is hereby amended by repealing subsections (a), (g), (l)(1) and (m) in their entirety and replacing them with new subsections (a), (g), (l)(1) and (m) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3403. ENVIRONMENTAL REMEDIATION WASTEWATERS.

(a) **City Requirements.** Environmental Remediation Wastewaters (ERW), as defined in this ordinance, that are conveyed to the City by truck, rail, dedicated pipeline or sanitary sewer may be accepted by the City if all the requirements set forth in the following provisions of this ordinance and all applicable administrative procedures established by the director of public works are met.

Discharges into the sanitary sewers of such ERW as defined in this ordinance shall pay an ERW Discharge Fee of one and three-quarter cents (\$0.0175) per gallon for each gallon of such wastewaters delivered to the City under the provisions of this ordinance. Such charge shall be in lieu of flow, BOD and TSS charges as established by ordinance and rate ordinances in effect from time to time. Except as specifically superseded or modified, all rates and charges applicable to ERW, as defined in this ordinance, by reason of any City ordinance or ordinances, shall continue to be due and payable.

* * * * *

(g) **ERW Discharge Costs and Monitoring Charges.** The City will bill the user for the ERW discharges into the sanitary sewers as per ordinance, which is currently \$0.0175 per gallon. The cost for City sampling and analysis are also covered in the ordinance, and are separate charges from ERW Discharge Fee.

* * * * *

(l) **Groundwater Monitoring Wells:**

(1) Development Wastewater shall not be considered ERW and therefore shall not be charged at the rate of \$0.0175 per gallon, but shall be charged at the domestic rate and must first be settled out to remove suspended solids before discharging to sanitary sewer or at the treatment plant. For purposes of this subsection, development wastewater shall be that water which contains sediment and clay and is encountered when the wells must be drilled and "developed" prior to groundwater pumping commencing at the site of contamination.

* * * * *

(m) **Groundwater Clean-Up.** If the Industrial User (IU) is involved in a groundwater clean-up which is generating ERW and wishes to use this ERW as a substitute for potable water in the normal processes which generate wastewater, then the IU shall not be charged the \$0.0175 per gallon ERW Discharge Fee. However, the IU must demonstrate and prove to the satisfaction of the City by clear and convincing evidence that it is not using this as process wastewater as a means of avoiding the \$0.0175 per gallon ERW Discharge Fee. As part of this test, the IU must prove that they have not increased the amount of normal process wastewater to accommodate all of the ERW that is generated.

* * * * *

Section 2 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3501, "CITY REQUIREMENTS," is hereby amended by repealing subsection (b) in its entirety and replacing it with a new subsection (b) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3501. CITY REQUIREMENTS.

* * * * *

(b) Dischargers into the sanitary sewers of such ERW as defined in this ordinance shall pay an ERW Discharge Fee of \$0.0175 per gallon for each gallon of such wastewaters delivered to the City under the provisions

of this ordinance. Such charge shall be in lieu of flow, BOD and TSS charges as established by ordinance and rate ordinances in effect from time to time.

* * * * *

Section 3 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3507, "ERW DISCHARGE COSTS AND MONITORING CHARGES," is hereby amended by repealing Section 34-3507 in its entirety and replacing it with a new Section 34-3507 dealing with the same subject matter, which shall read as follows:

"SEC. 34-3507. ERW DISCHARGE COSTS AND MONITORING CHARGES.

The City will bill the user for the ERW discharges into the sanitary sewers as per ordinance, which is currently \$0.0175 per gallon. The costs for City sampling and analysis are also covered in the ordinance, and are separate charges from ERW Discharge Fee."

Section 4 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3512, "GROUNDWATER MONITORING WELLS," is hereby amended by repealing subsection (a) in its entirety and replacing it with a new subsection (a) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3512. GROUNDWATER MONITORING WELLS.

(a) Development wastewater shall not be considered ERW and therefore shall not be charged at the rate of \$0.0175 per gallon, but shall be charged at the domestic rate and must first be settled out to remove suspended solids before discharging to the sanitary sewer or at the treatment plant. For purposes of this subsection, development wastewater shall be that water which contains sediment and clay and is encountered when the wells must be drilled and "developed" prior to ground pumping commencing at the site of the contamination.

* * * * *

Section 5 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3513, "GROUND WATER CLEAN-UP," is hereby amended by repealing Section 34-3513 in its entirety and replacing it with a new Section 34-3513 dealing with the same subject matter, which shall read as follows:

"SEC. 34-3513. GROUNDWATER CLEAN-UP.

If the Industrial User (IU) is involved in a groundwater clean-up, which is generating ERW and wishes to use this ERW as a substitute for potable water in the normal processes which generate wastewater; then the IU shall not be charged the \$0.0175 per gallon ERW Discharge Fee. However, the IU must demonstrate and prove to the satisfaction of the City by clear and convincing evidence that it is not using this as process wastewater as a means of avoiding the \$0.0175 per gallon ERW Discharge Fee. As part of this test, the IU must prove that they have not increased the amount of normal process wastewater to accommodate all of the ERW that is generated."

Section 6 - That this Ordinance shall be in full force and effect 10 days from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3054-2013

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, by amending Section 34-3402, "PRETREATMENT OF WASTEWATER," by repealing subsection (d) in its entirety and replacing it with a new subsection (d) dealing with the same subject matter; by amending Section 34-3414, "PRETREATMENT CHARGES AND FEES," by repealing subsections (b), (c) and (d) in their entirety and replacing them with a new subsection (b) dealing with the same subject matter.

WHEREAS, the Committee-of-the-Whole reviewed the City user fees on September 17, 2013; and

WHEREAS, at that time, City staff recommended adjusting the user fees associated with wastewater pretreatment and permitting, in-house lab testing, and receiving and processing hauled wastewater; and

WHEREAS, City staff seek to amend Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances to adjust the user fees associated with the above-referenced services; and

WHEREAS, if approved, the fees will be in effect ten days from and after passage.

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

Section 1 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3402, "PRETREATMENT OF WASTEWATER," is hereby amended by repealing subsection (d) in its entirety and replacing it with a new subsection (d) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3402 PRETREATMENT OF WASTEWATER.

* * * * *

(d) **Hauled Wastewater.**

(1) **General Requirements.** Industrial, landfill leachate, thin stillage corn syrup, septic tank, grease waste or any other wastewater hauled by truck or trailer may be introduced into the POTW only at locations and at such times as are established by the Public Works Director (director) or designee. Any person, firm or corporation desiring to haul said waste to the City of Moline Wastewater Treatment Plant shall obtain a Waste Hauler Permit by registering annually with the director. Said director may prohibit or restrict, and has the right to refuse, the disposal of any or all hauled wastes. No load shall be discharged without prior consent of the director and samples may be collected from each hauled load to ensure compliance with applicable standards. Said waste shall not violate Section 34-3401 of this ordinance or any other requirements or provisions established

by the City or the IEPA. Grease trap waste shall be exempt from the requirements set forth in Sec. 34-3401(3)(q).

(2) **Permit Requirements.**

a. **Grease Trap and Septic Waste Haulers.** A Waste Hauler Permit fee of fifty dollars (\$50.00) shall be required annually for each type of waste disposal and be valid for a one-year period commencing on January 1.

b. **Industrial Waste, Landfill Leachate, Thin Stillage Corn Syrup Waste.**

Generators. The director shall require generators to obtain the General Wastewater Discharge Permit and submit a Supplemental (Baseline Monitoring) Report. If the generator is also the hauler, the generator shall be required to obtain a Waste Hauler Permit (fee exempt).

Haulers. The director may require contract haulers (not generator owned) to obtain a General Wastewater Discharge Permit and submit a Supplemental (Baseline Monitoring) Report, in addition to the required Waste Hauler Permit.

c. **Permit Registration.** Permit registration shall consist of providing the legal business name of the person, firm or corporation; the address and telephone number of the business; the names of representatives, officers, or employees authorized to haul waste in the business name; vehicle identification; disposal site; known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

d. **Insurance Requirements.** Proof of liability insurance acceptable to the office of the director in the type and amount listed below:

Each applicant desiring to haul grease, septic tank, leachate, or thin stillage corn syrup waste to the City of Moline Wastewater Treatment Plant shall obtain and maintain for the duration of such permit registration, public liability and property damage insurance in the minimum amount and form as hereby specified: \$100,000.00 for each occurrence of property damage; and \$300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the director at least thirty (30) days prior to the date of cancellation. Proof shall be a certificate of insurance; and

Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation. Proof shall be either the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Industrial Commission. If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

(3) **Receiving Fees.** Waste hauler receiving fees for grease trap, septic, and industrial waste shall be based on the tank capacity of container per load. See 34-3414 for fees.

(4) **Administrative Penalties.**

a. Multiple violations of the Waste Hauler Permit, as defined in this section, may warrant administrative penalties, revocation of permit, and termination of discharge privileges to the Moline Wastewater Treatment Plant.

- b. When the director finds that a user has violated, or continues to violate, any provision of this ordinance for a waste hauler permit, or any other pretreatment standard or requirement, the director may assess an administrative penalty to such user in an amount not to exceed five hundred dollars (\$500.00). Such penalties shall be assessed on a per violation, per day basis.
- c. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- d. Users desiring to dispute such penalties must file a written request to the director for reconsideration along with full payment of the fine amount within thirty (30) days of being notified of the penalty. Where a request has merit, the director may convene a hearing on the matter. In the event the user's appeal is successful, the payment shall be returned to the user. The director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the penalty.
- e. Issuance of an administrative penalty shall not be a bar against, or a prerequisite for, taking any other action against the user."

Section 2 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3414, "PRETREATMENT CHARGES AND FEES," is hereby amended by repealing subsections (b), (c) and (d) in their entirety and replacing them with a new subsection (b) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3414. PRETREATMENT CHARGES AND FEES.

* * * * *

(b) Established Permits and Fees.

(1) Permit Fees.

a.	General Wastewater Discharge Permit	\$400.00
b.	Renewal of General Wastewater Discharge Permit	\$350.00
c.	Supplemental (Baseline Monitoring) Report	\$125.00
d.	Waste Hauler Permit	
	ERW	\$ 50.00
	Grease	\$ 50.00
	Septic	\$ 50.00
	Thin Stillage Corn syrup	\$ 50.00
	Industrial and Landfill Leachate	No Fee
	(included in General Wastewater Discharge Permit)	

(2) Pretreatment Fees.

- a. Industrial User Sampling Cost (per sample) \$150.00
- b. In-House Laboratory Testing Fees.

BOD5	\$ 18.00
Total suspended solids	\$ 16.00
Chemical oxygen demand	\$ 18.00
Oxygen demand index	\$ 18.00
pH	\$ 5.00
Fecal coliform	\$ 25.00

c. Contract Laboratory Testing Fees.

Laboratory testing fees (testing done outside City) will be the cost of the laboratory test(s) plus ten percent (10%) of test cost(s).

(3) **Hauled Waste Fees.**

a. Camper Trailer Discharge

Camper trailers (Moline residents only)	No Fee
Camper trailers (Non-Moline residents)	\$ 10.00

b. Hauled Wastewater Receiving Fees
(based on tank capacity of container per load)

Industrial Waste (landfill leachate and thin stillage)
\$0.05/gallon – Moline Origin
\$0.05/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

Septic Waste
\$0.05/gallon – Moline Origin
\$0.07/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

Grease Trap Waste
\$0.15/gallon – Moline Origin
\$0.20/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

(4) **Environmental Remediation Wastewater (ERW) Discharge Fee**
\$0.0175/gallon”

Section 3 - That this Ordinance shall be in full force and effect 10 days from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Council Bill/General Ordinance No. 3054-2013

Sponsor: _____

Page 5 of 5

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No.: 3055-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "SCHOOL SPEED LIMIT," by adding Twelfth Street, from Nineteenth to Twenty-Third Avenue.

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

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "SCHOOL SPEED LIMIT," is amended by adding Twelfth Street, from Nineteenth to Twenty Third Avenue.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3056-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including Fifty-Second Street Court, south of Thirty-Fourth Avenue, in the cul-de-sac.

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

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is amended by including Fifty-Second Street Court, south of Thirty-Fourth Avenue, in the cul-de-sac.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4060-2013

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Reindeer Ramble 5K scheduled for Sunday, December 8, 2013.

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

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

Sunday, December 8, 2013, from 8:00 a.m. to 10:00 a.m.

52nd Avenue from the easternmost side of 25th Street to the westernmost side of 7th Street;
7th Street from the northernmost side of 52nd Avenue to the southernmost side of North Shore Drive;
North Shore Drive from the westernmost side of 7th Street to the easternmost side of 25th Street; and
25th Street from the southernmost side of North Shore Drive to the northernmost side of 52nd Avenue.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1169-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Genesis Health System to allow the installation of temporary wooden traffic poles in City right-of-way at the intersection of 41st Street and 28th Avenue.

WHEREAS, Genesis Health System wishes to install temporary wooden traffic poles in City right-of-way at the intersection of 41st Street and 28th Avenue; and

WHEREAS, the placement of temporary wooden traffic poles should not pose any hazards to motorists or pedestrians.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with Genesis Health System to install temporary wooden traffic poles in City right-of-way at the intersection of 28th Avenue and 41st Street; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit "A"

LICENSEE: Genesis Health System – 1227 East Rusholme Street, Davenport, IA

LICENSING AGREEMENT

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

The LICENSEE is Genesis Health System, 1227 East Rusholme Street, Davenport, IA, hereinafter called the LICENSEE.

PREMISES: The intersection of 41st Street and 28th Avenue; as depicted on the attached Exhibit "1" to this agreement.

USE: LICENSEE shall be allowed only to: Install temporary wooden traffic poles in the premises.

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install temporary wooden traffic poles in the premises.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No 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 November 19, 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 applications fee is \$560. The annual usage charge is \$30.00.

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

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat

condition, as determined by the CITY.

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

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

LICENSEE:

By: 

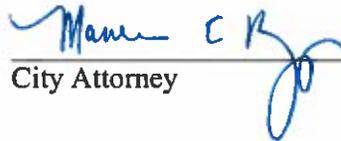
Date: November 13, 2013

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:


City Attorney

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a grant agreement between the City of Moline and the Illinois Department of Transportation for the administration of a Federal Highway Administration (FHA), Illinois Highway Planning and Research Program grant related to the preparation and completion of updates to the Moline Centre, Edgewater Neighborhood, and Floreciente Neighborhood Plan Elements for the City of Moline's Official Comprehensive Plan, for the project consulting team and related expenses.

WHEREAS, the State of Illinois Department of Transportation has made a grant award through the State Planning and Research funds and is providing \$160,000 to be matched by \$40,000 in local funds to assist the City with developing transportation, land use, infrastructure, and development plans; and

WHEREAS, the City was awarded funds through the Illinois Department of Transportation's FHA, Illinois Highway Planning and Research Program to study and plan for integrating transportation, development design, and sustainable economic development, within the above-mentioned plan areas and focusing on certain core elements within said areas; and

WHEREAS, said updates to the City's Official Comprehensive Plan will serve to better integrate transportation-related assets with wise land use and guide future economic and community development by building on the momentum generated through the redevelopment projects and activities identified for implementation in previous plan documents.

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

That this City Council hereby authorizes the Mayor and City Council to execute a grant agreement between the City of Moline and Illinois Department of Transportation for the administration of an Illinois Highway Planning and Research Program grant related to the preparation and completion of the updates to the Moline Centre, Edgewater Neighborhood, and Floreciente Neighborhood Plan Elements for the City of Moline's Official Comprehensive Plan, for the project consulting team and related expenses; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney



Governmental Body Name City of Moline			
Address 619-16 th Street			
City, State, Zip Moline, Illinois 61265			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309/524-2038	Fax Number 309/524-2031	FEIN/TIN 36-6005999	DUNS 093869170
Brief Description of Service (full description specified in Part 5) To update the GOVERNMENTAL BODY's comprehensive plan.			
Compensation Method (full details specified in Part 6) Flat Rate			Agreement Term From: Execution
Total Compensation Amount \$160,000		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2016

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

_____ Scott Raes, Mayor _____ Date

FOR THE DEPARTMENT:

_____ Karen R. Shoup, Bureau Chief, Urban Program Planning _____ Date
 _____ Michael A. Forti, Chief Counsel (Approved as to form) _____ Date

By: _____

_____ Charles J. Ingersoll, Director, Office of Planning & Programming _____ Date
 _____ Tony Small, Acting Director, Finance & Administration _____ Date

Date: _____

By: _____

By: _____ Ann L. Schneider, Secretary of Transportation _____ Date

By: _____

Print Name

Print Title

**INTERGOVERNMENTAL AGREEMENT
FOR
COMPREHENSIVE PLAN UPDATE**

This Agreement is by and between

City of Moline
Please type or print legibly the GOVERNMENTAL BODY'S legal name and address
619-16th Street
Moline, Illinois 61265
Attn: Jeffrey Anderson
E-mail: janderson@moline.il.us

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.



Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification



**PART 1
SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **Execution to June 30, 2016**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation: This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GOVERNMENTAL BODY'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and

2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal

Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it

cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that expend \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that expend less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation

of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if

appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
 -
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
 - Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is

- acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

O. Energy Conservation To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.

S. Buy America Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the

GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.

W. Fly America GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in Part 3, paragraphs A through AA apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be for expenses that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily

completed, Governmental Body will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: Nancy Dial
2300 S. Dirksen Parkway, Room: 311
Springfield, Illinois 62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the

IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and

3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Moline

Taxpayer Identification Number: 36-6005999

Legal Status (check one):

- Tax-exempt Government
 Nonresident Alien Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

The DEPARTMENT will provide funding to the GOVERNMENTAL BODY to update its comprehensive plans for the city's central area and the Edgewater and Floreciente neighborhoods about .68, .48, and .40 square miles, respectively. A map of the planning area is attached as Exhibit A.

To accomplish the project, the GOVERNMENTAL BODY will perform the following tasks:

1. Existing Condition and Information – The GOVERNMENTAL BODY will collect relevant transportation, social, economic, and environmental data of the Centre, Edgewater, and Floreciente areas; analyze data; evaluate existing conditions of these areas; and review existing plans, maps, studies, and other information pertaining to these planning areas.
2. Community Engagement Process- The GOVERNMENTAL BODY will conduct survey and workshops with the public; conduct open, continuous, and participatory public meetings with local officials, business sector, land owners, transportation operators, the community, and other stakeholders to provide information, gather input and comments, and address issues.
3. Analysis and Assessment
 - 3.1. Moline Centre – The GOVERNMENTAL BODY will assess the impact on traffic, socio-economic, and the environment in the implementation of the following projects: I-74 River Crossing, New Quad Cities Riverfront Western Illinois University (WIU) Campus & Adjacent RiverBend Commons, MultiModal Station, and Transit Oriented Development (TOD); evaluate the existing transit system and alternative transportation; develop new framework and strategies to enhance transportation and transit systems including a continuous multimodal interconnection from Moline Centre to the MultiModal Station, WIU Riverfront Campus, downtown East Moline, and downtown Rock Island; assess the capacity, flow, level of service, efficiency and effectiveness of the centre's parking areas; and assess the feasibility of incorporating streetscape concepts and context sensitive design to the Moline Center Plan.

- 3.2. Edgewater Neighborhood – The GOVERNMENTAL BODY will examine efficient ways of using IL Route 92 more as the appropriate and convenient truck route than the River Drive; identify and develop enhanced gateway features, new streetscape design and concepts, and improved pedestrian walkway layout.
- 3.3. Floreciente Neighborhood – The GOVERNMENTAL BODY will explore, assess, and develop traffic calming plans for IL Route 92; plan for feasible alternative streetscape and context sensitive designs for IL Route 92 and River Drive; identify and evaluate feasible use of the right-of-ways (about 30-50 feet wide located in non-operational railroad track and are parallel with IL 92); analyze potential use of railroad tracks such as additional bike lanes, pedestrian use, emergency access during floods, and other uses; and develop transit and alternative integration concepts for the area.
4. Development of Plan – The GOVERNMENTAL BODY will draft an updated plan; seek public comments on the draft; and finalize the updated comprehensive plans for the Centre, Edgewater, and Floreciente neighborhoods.

DELIVERABLES: The GOVERNMENTAL BODY will provide the DEPARTMENT with a progress report on the update of the comprehensive plans within ninety (90) days after the execution of the AGREEMENT and every ninety (90) thereafter. The final report is due within sixty (60) days before the termination of the AGREEMENT.

**PART 6
COMPENSATION FOR SERVICES**

Funding:

Federal State Planning and Research (SPR) Funds	\$160,000	80%
Governmental Body Share	\$40,000	20%
Total	\$200,000	100%

Appropriation Code: 011-494-01-1900-1000

**PART 7
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: SPR \$160,000

Federal Project Number: SPR-PL-3000(50)

Name of Project: Moline Comprehensive Plan Update

CFDA Number*, Federal Agency, Program Title: 20.205, Federal Highway Administration, Illinois Highway Planning and Research Program

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

Attn: Samuel Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Samuel Frioli at Samuel.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Samuel Frioli at 217/782-5717.

MOLINE, ILLINOIS - PLANNING STUDY

August 19, 2013



NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: City of Moline

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

Council Bill/Resolution No. 1171-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Plaza Events, L.L.C. and Rodney Blackwell to install, operate and maintain a portable ice skating rink at the Plaza at Bass Street Landing.

WHEREAS, Plaza Events, L.L.C. and Rodney Blackwell wish to install, operate and maintain a portable ice skating rink on right-of-way and City property; and

WHEREAS, the placement of the skating rink will provide the public opportunities to utilize the skating rink during the winter months; and

WHEREAS, it is the goal of the Special Service Area #6 and the City of Moline to provide recreation and entertainment opportunities at the Plaza.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with Plaza Events, L.L.C. and Rodney Blackwell to install, operate and maintain a portable ice skating rink at the Plaza at Bass Street Landing; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

LICENSEE: Plaza Events, L.L.C. and Rodney Blackwell

LICENSING AGREEMENT

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

The LICENSEE is Plaza Events, L.L.C. and Rodney Blackwell, jointly and hereinafter called the LICENSEE.

PREMISES: From Monday, November 11, 2013 8:00 a.m. to Sunday, March 31, 2014 at 5:00 p.m.

The following public right-of-way and City property:
Bass Street Landing

USE: LICENSEE shall be allowed only to: Use a public plaza for installation, operation and maintenance of a portable ice skating rink.

INTEREST LICENSEE acquires only the right to: Use a public right-of-way, and City property in conjunction with the installation, operation and maintenance of a portable ice skating rink from Monday, November 11, 2013 at 8:00 a.m. to Sunday, March 31, 2014 at 5:00 p.m.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof.

No proprietary, ownership, possessory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE. LICENSEE does not acquire the right to decorate, change lighting, or in any other way modify the appearance of the premises. LICENSEE acknowledges that there is a Special Service Area that specifically deals with such issues and LICENSEE agrees to obtain approval of the Special Service Area Board before making any changes to appearance.

TERM: The term of this Licensing Agreement is from Monday, November 11, 2013 at 8:00 a.m. to Sunday, March 31, 2014 at 5:00 p.m.

FEE: The usage charge shall be five percent (5%) of LICENSEE's net receipts or One Hundred Dollars and no/100 (\$100.00) whichever is greater.

The usage charge for the month shall be paid on the 10th day of the following month. The charge for usage in November, shall be 5% of the net receipts received in November and shall be due and paid to the City by December 10, 2013. Each month thereafter shall be calculated and paid in the same manner. The last payment shall be received on or before April 10, 2014.

SECURITY
DEPOSIT:

LICENSEE shall pay CITY a refundable security deposit upon execution of this Licensing Agreement in the amount of \$10,000.00. This deposit will be returned to LICENSEE upon termination of the License but only after the CITY has repaired any damages caused to the Premises by LICENSEE'S use. LICENSEE agrees to pay any amount for damages in excess of the security deposit held by the CITY.

HOURS OF
OPERATION:

LICENSEE agrees to maintain reasonable hours of operation, keeping in mind that it is in close proximity to neighboring businesses. Reasonable hours of operation would be from 10:00 a.m. until 10:00 p.m.

INDEMNIFICATION
& HOLD
HARMLESS:

LICENSEE to the fullest extent permitted by law, at its sole cost and expense, shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees, and the United States of America, its officers, agents and employees, from and against all claims, liabilities, causes of action, suits, losses, damages, and expenses (including attorneys' fees and costs of investigation and litigation) based upon or arising out of performance of this Licensing Agreement by LICENSEE, the business or operations conducted by LICENSEE at or near the premises, or (without limiting the foregoing) any act or omission of LICENSEE, its officers, employees, contractors, or agents and to the extent feasible those of LICENSEE's guests, patrons, invitees, licensees, suppliers and furnishers of service for or related to all aspects of installing, maintaining, and operating a portable ice skating rink, including any claims arising from the use of the portable ice skating rink by guests, patrons, invitees, and licensees. The foregoing express obligation indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY or the United States of America which would exist at common law or under another provision of insurance undertaken in accordance with this Agreement. The CITY shall give LICENSEE reasonable notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. LICENSEE shall have the right to compromise and defend the same to the extent of its own interest. This section shall survive the termination of this Agreement.

CONDITIONS: The LICENSEE shall procure, at its own expense, an Insurance Policy

naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also naming the UNITED STATES ARMY CORPS OF ENGINEERS as an additional insured. Said policy or certificate shall be deposited with the CITY prior to the event and shall be commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than \$1,000,000.00 for each occurrence; shall have premises medical payment coverage in the amount of \$25,000.00 per occurrence; and shall contain language satisfactory to the City of Moline, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances. LICENSEE shall also have all persons who pay admission execute a waiver acknowledging that the City and the United States of America/United States Army Corps of Engineers are not responsible for this portable ice skating rink and also releasing the City and the United States of America/United States Army Corps of Engineers from liability.

LICENSEE shall be the primary insured.

LICENSEE shall abide by all City of Moline Ordinances and all state and federal laws and regulations.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY. LICENSEE shall be responsible for properly bagging garbage from the operation of the premises and disposing of such garbage as provided by law. LICENSEE shall also be responsible for janitorial cleaning and maintenance of the premises.

LICENSEE shall furnish, install and maintain at its sole cost all equipment and supplies necessary for operation of the portable ice skating rink on the premises. CITY has no responsibility to furnish any equipment. Any construction on the premises shall be done under the direction of the CITY and no construction shall be permanent or become affixed to the premises so that it becomes a fixture. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes at any time.

LICENSEE acknowledges that if it wishes to erect any signs, banners or advertisements, it may only do so if the sign, banner or advertisement has been approved by CITY or CITY's designee in writing in advance. Signs shall not use the name of CITY or in any way appear that the CITY has any control, rights, etc. over the portable ice skating rink.

Noise from the operation of the portable ice skating rink, including any amplified sound, shall be kept at a level agreed upon by the Special

Service Area Board and LICENSEE. LICENSEE acknowledges that there are neighboring businesses operating and LICENSEE shall ensure that it will keep noise levels low so as not to disturb neighbors. LICENSEE also acknowledges that no amplified sound is allowed after 10:00 p.m. at the premises.

LICENSEE shall pay all property taxes, if any, assessed to the premises due to its use.

LICENSEE and CITY agree that LICENSEE is not affiliated with the City in any way and nothing in this Licensing Agreement may be construed to demonstrate any type of joint venture or cooperative relationship hereunder. LICENSEE shall have exclusive responsibility for its use of the premises. LICENSEE shall serve as the owner and operator of the portable ice skating rink. LICENSEE shall be responsible for all staffing, taxes, insurance and appropriate licensing associated with and necessary of the operation. Employees of LICENSEE shall not be deemed employees of the CITY for any purpose whatsoever. LICENSEE shall be exclusively responsible for payment of all wages, salaries, taxes withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. LICENSEE shall not bring any cause of action alleging CITY is the employer of any of LICENSEE's employees, officers or agents and LICENSEE shall indemnify, defend and hold harmless CITY against all claims, losses, costs, or expenses associated with the employment of said employees by LICENSEE.

LICENSEE shall oversee the delivery of all items for the portable ice skating rink said deliveries shall not disrupt the traffic on 17th Street nor negatively impact any neighboring properties.

LICENSEE shall furnish all necessary utilities and utility connections for the operation of the portable ice skating rink and shall pay all utility costs incurred due to its use of the premises, including but not limited to, electricity, water, gas, heat, and air conditioning, storm water and local telephone services. LICENSEE shall not unreasonably consume or waste such utilities, consuming only that which is necessary to conduct the operation of the portable ice skating rink. LICENSEE agrees to pay the utility costs for keeping the festoon lighting, which is strung over the premises, on during its use of the premises.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property remaining on the premises shall become the property of the

CITY - at the CITY' s option. If property remains on the premises and the CITY chooses not to retain ownership, then the CITY shall remove said property and place the property in the neighboring parking garage. LICENSEE agrees to pay the CITY for all costs and expenses in removal of the property, including but not limited to, labor costs. LICENSEE also agrees to hold CITY harmless and indemnify CITY for any damage that may be done while removing said property from the premises.

LICENSEE's failure to abide by any term of this Licensing Agreement shall be grounds for termination by the CITY. Upon a breach of any term, CITY shall provide LICENSEE written notice of the breach by sending said notice to the address below and providing LICENSEE 10 days to cure said breach. If the breach continues after 10 days has passed, CITY may terminate this

Licensing Agreement by providing a written Notice of Termination by mailing said notice to the address below. The CITY shall have the right to bring any action or proceeding at law or in equity, including but not limited to specific performance, due to breach of the terms of the Licensing Agreement.

DATE: 11/13/13

LICENSEE:

Plaza Events, L.L.C.

201 N. HARRISON ST STE 402
Address RAVENHURST IL 60471

563-324-9898
Phone number

By: 275 AUTHORIZED MEMBER



Rodney Blackwell

CITY OF MOLINE, ILLINOIS:

Scott Raes, Mayor

Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney



CITY OF MOLINE
BASS STREET LANDING FACILITY RESERVATION PERMIT
 City of Moline
 619-16th Street, Moline, IL 61265, (309) 524-2054



Revised November 2012

Name of Event: _____

Type of Event: Please check one (see reverse side for information) Special (Open to the Public) Private

Set-up Date & Time: _____

Event Start-up Date & Time: _____

Event End Date & Time: _____

Clean-up Date & Time: _____

Sponsoring Organization: _____ 501© Non-Profit

Event Coordinator: _____ Day Phone: _____

Address: _____ Cell Phone: _____

City/State: _____ E-mail: _____

Describe Event: Explain equipment, trailers, tentage, power generation, etc. necessary for the event.

Estimated Attendance: _____ Yearly Event: Yes No (Circle One)

Admission charge or donation Yes No

Street closures or Public Right of Way Yes No

Merchandise Sold Yes No

Raffle Yes No

Amplified Sound Yes No

Food or beverage dispensed Yes No

Food or beverage sold Yes No

*Alcohol dispensed (fencing required) Yes No

*Alcohol sold (fencing required) Yes No

Electricity – *as set forth in the Licensing Agreement* Yes No

Water – *as set forth in the Licensing Agreement* Yes No

***Fencing responsibility of applicant. A Liquor License Special Request Form may also be required.**

ACKNOWLEDGEMENT

The undersigned certifies that he/she is duly authorized to conduct business on behalf of the sponsoring organization and will comply with all City Ordinances and requirements.

Name: _____

Date: _____

(Signature)



CITY OF MOLINE
BASS STREET LANDING FACILITY RESERVATION PERMIT
City of Moline
619-16th Street, Moline, IL 61265, (309) 524-2054



Revised November 2012

Fees: Application Fee: \$ 25.00
All other fees are as set forth in the Licensing Agreement.

This is for weekend events when food or beverages are served. **No fee for ceremony ONLY.

Bass Street Landing Special Use Information

1. City of Moline sponsored activities have priority over all other types of events.
2. All special use requests will be considered on a "first-come, first-served" basis.
3. A non-refundable \$25.00 application fee will be required to schedule/reserve the plaza.
4. A security deposit in the amount set forth in the Licensing Agreement will also be collected at the time of reservation. Deposit refunds will be mailed approximately 3-weeks after your scheduled rental. Deposits made by credit card will be refunded via check payment.
5. The electrical fee is as set forth in the Licensing Agreement.
6. Fencing is required for all events at which alcohol is available for consumption or purchase. **(The City does NOT supply fencing.)** Applicants who reserve the Plaza and who also desire to close the adjoining 17th Street must formally request closure from the City Clerk's office. Under no circumstances can fencing extend east to the eastern curb line of 17th Street to close the street right-of-way for a special event.
7. Amplified music can only be played until 10:00pm.
8. All events of three (3) hours or longer in duration must arrange for porta-potties or document other arrangements or agreements with surrounding businesses to provide public restrooms for the event.
9. All events must end by 11:00 p.m.
10. **Vehicles, moving trucks, or any other powered equipment are prohibited on the concrete plaza at Bass Street. Unauthorized vehicles on the plaza will result in forfeiture of the damage deposit.**
11. All equipment including tents, chairs, etc. utilized for Private Events must be removed from the Plaza as set forth in the Licensing Agreement.



CITY OF MOLINE
BASS STREET LANDING FACILITY RESERVATION PERMIT
City of Moline
619-16th Street, Moline, IL 61265, (309) 524-2054



Revised November 2012

12. Sponsors must apply at least 30 days in advance of the date of the event reservation to ensure availability and to allow time for the City to adequately process the application.
 - For events open to the public, a completed Special Event application is due 45 days prior to the event. If State highway closure is required for the event, application must be submitted 60 days prior to the event.
13. When applying for a reservation, the sponsor must declare whether the event is a Private Event or a Special Event in accordance with the following criteria:
14. **All fees are due and payable at the time of reservation.** Fees rendered by check should be made payable to the City of Moline at the Finance Department which is located at Moline Central Fire Station, 1630 8th Avenue.

Private Event Criteria:

- Closed to the public with attendance by invitation only;
- No request to close any public street or right-of-way;
- Less than 450 people invited to attend;
- Alcohol may be permitted at no charge to the attendees.
- If alcohol will be served, a Liquor License Special Request Form may be required. Please contact Tracy Koranda at (309) 524-2004 or email tkoranda@moline.il.us with any questions regarding alcohol.
- No admission charge to attend;
- Compliance with Chapter 6 insurance specifications is not required;
- City reserves the right to cancel a private event, except weddings and wedding receptions, 120 days in advance if the date conflicts with a planned Special Event.

Special Event Criteria:

- Open to the public with or without an admission fee;
- May include a request to close or partially close the adjoining public right-of-way;
- Estimate over 450 people in attendance;
- Alcohol provided as approved by the local Liquor Control Commissioner (charges may be assessed to attendees in accordance with City Code and state statute for the purchase of alcohol);
- Sponsor provides insurance coverage pursuant to Chapter 6 of the Moline Code of Ordinances, but in no event less than the minimal amount shown in said Chapter;
- Sponsor may be required to reimburse the City the cost of providing public safety personnel to ensure adequate coverage to serve the event.



CITY OF MOLINE
BASS STREET LANDING FACILITY RESERVATION PERMIT
 City of Moline
 619-16th Street, Moline, IL 61265, (309) 524-2054



Revised November 2012

Event sponsors who are planning an activity at the Plaza which qualifies as a Special Event under the above criteria will be required to complete and submit a separate application (along with a corresponding fee) with the City Clerk's office, Moline City Hall, 619 16th Street. The completed Special Event application is due 45 days prior to the event. If State highway closure is required for the event, application must be submitted 60 days prior to the event.

- _____ 1. Applicable fees
- _____ 2. Certificate of Liability Insurance Listing City of Moline as additional insured
- _____ 3. Signed application
- _____ 4. Sign licensing agreement prepared by City Clerk (Agreement will be mailed to you).
- _____ 5. Sign traffic agreement prepared by Traffic Sergeant (Agreement will be mailed to you).
- _____ 6. Plan for Event Security
- _____ 7. Plan for Sanitation Facilities
- _____ 8. Expectation/Plan for emergency medical needs
- _____ 9. Event fire suppression plan

CANCELLATION POLICY

1. WEATHER CANCELLATION. In the event of inclement weather, all fees, except for the Application Fee will be refunded. Please notify Moline Centre Main Street at (309)524-2055 within 5 days after the reservation date to receive refund. The event may be rescheduled at the earliest available date.
2. OTHER CANCELLATIONS
 - a. Cancellation requests must be made in writing two weeks (14 days) prior to the scheduled event date. All monies, except the Application Fee, will be refunded.
 - b. For any cancellation made less than fourteen (14) days prior to the event, all fees (except for the damage deposit) will be forfeited.

All licenses and permits required herein are separate requirements. Depending upon the nature of the event, it is possible that more than one license or permit will be required and the undersigned acknowledges and understands that it is his/her obligation to secure ALL necessary licenses and/or permits. The undersigned is authorized to act on behalf of the entity, and agrees to the necessary costs, insurance requirements, and other guidelines identified in the Bass Street Landing Facility Reservation Permit or any document, license, or permit referenced herein; and further agrees to provide the City Clerk's office with all required necessary documents, including the executed cost estimated memorandum, which will be forwarded to the Event Coordinator shortly after this initial application is completed.

 Signature of Applicant/Event Coordinator

 Date

Please return documents and fees by _____ in order for the City to best serve you!

Terri Smith
 Moline City Hall
 619 16th Street, Moline, IL 61265
 Phone: (309) 524-2055
tdsmith@moline.il.us

Council Bill/Resolution No.: 1172-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to execute a grant agreement with the Illinois Clean Energy Community Foundation, which will allow the City to receive a grant in the amount of \$151,600.00 to offset a portion of the costs associated with the North Slope Wastewater Treatment Plant Improvements Project.

WHEREAS, the City submitted an application to the Illinois Clean Energy Community Foundation seeking a grant to offset a portion of the costs associated with certain energy efficient equipment that is included in the North Slope Wastewater Treatment Plant Improvements Project; and

WHEREAS, the Illinois Clean Energy Community Foundation has reviewed the City's grant application and determined that the City is eligible for a grant in the amount of \$151,600.00.

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

That the Utilities General Manager is hereby authorized to execute a grant agreement with the Illinois Clean Energy Community Foundation, which will allow the City to receive a grant in the amount of \$151,600.00 to offset a portion of the costs associated with the North Slope Wastewater Treatment Plant Improvements Project; provided said proposal is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____

City Clerk

Approved as to form:

City Attorney



October 31, 2013

Mr. Greg Swanson
Utilities General Manager
City of Moline
30 18th Street
Moline, IL 61265

Re: **Request ID: 6649**
City of Moline North Slope
Wastewater Treatment Plant
Modifications

Dear Mr. Swanson:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$151,600 to the City of Moline ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return one complete counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period November 1, 2013 through October 31, 2015 (the "Grant Period"). It will be paid by the Foundation as follows: Following the Grantee's acceptance of the Agreement, payment will be made by the Foundation upon receipt of documentation from the Grantee that the system installation is complete and operation has commenced. The grant will be paid on the basis of:

- \$0.12 cents per kilowatt-hour reduced up to \$81,600 per the grantee's estimate of up to 680,000 kilowatt-hours saved annually resulting from installation of the blower aeration project.
- Up to \$50 per horsepower or \$70,000 resulting from the addition of Variable Frequency Drives controlling various pumps and motors totaling 1,400 Horsepower

An explanation of the required documentation is found in the Reporting Requirements Section of the Agreement.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for City of Moline North Slope Wastewater Treatment Plant Modifications (the "Project") as described in the Project proposal and budget submitted to the Foundation by the Grantee on September 20, 2013. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any sub-grantees, sub-contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c)(3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

An **Interim Report** shall be submitted 6 months from the start date of this Agreement no later than May 31, 2014. The Interim Report shall include an update on project activity including construction – if started – and installation of the system. If building construction or system installation has not started 9 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start.

The Foundation requires the Grantee to submit a **Final Report** on this grant no later than 2 months after the end of the Grant Period or December 31, 2015. The report should cover the entire Grant Period and contain both (a) a detailed description of what was accomplished using the grant funds, including progress made toward achieving the goals of the Project and (b) a statement of Project expenditures and income showing the actual expenditures against the approved Project budget and listing all grant, loan and/or other funds received by the Grantee for the Project.

In addition, the grantee must provide a minimum of 12 months of electricity consumption data to confirm system savings.

The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

The Grantee agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.

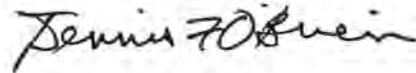
The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed _____

Council Bill/Resolution No. 1173-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the City Administrator and Chief of Police to execute an agreement between the City of Moline and the Quad City Metropolitan Enforcement Group setting forth the terms for the police department's continued participation in this multi-jurisdictional law enforcement effort.

WHEREAS, the Quad City Metropolitan Enforcement Group is a multi-jurisdictional law enforcement unit that combats the illegal trafficking of narcotics, controlled substances, and dangerous drugs and cannabis; and

WHEREAS, the police department has participated as a member of the Quad City Metropolitan Enforcement Group since its formation in 1977; and

WHEREAS, execution of an updated Intergovernmental Agreement is intermittently requested; and

WHEREAS, the agreement was last updated and executed in 2006.

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

That the City Administrator and Chief of Police are hereby authorized to execute an agreement between the City of Moline and the Quad City Metropolitan Enforcement Group setting forth the terms for the police department's continued participation in this multi-jurisdictional law enforcement effort, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

**QUAD CITY METROPOLITAN ENFORCEMENT GROUP
INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into in compliance with Iowa Code Chapter 28E and Iowa Code Section 804.7B of the 2013 Code of Iowa and Articles 7 and 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Illinois Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1, et seq.) to enable the below named law authorities in Iowa and Illinois to engage in a cooperative effort in criminal investigations and prosecutions thereof, particularly involving multi-jurisdictional illegal drug trafficking and the use and distribution of controlled substances.

The parties to this agreement are:

The Illinois State Police
Bettendorf Police Department
Rock Island Police Department
East Moline Police Department
Rock Island County Sheriff's Department
Rock Island State's Attorney Office
Moline Police Department
Davenport Police Department
Scott County Sheriff's Department
Scott County Attorney's Office
Silvis Police Department
Iowa Division of Narcotics Enforcement

1. The parties agree to pool and integrate certain law enforcement resources into the Quad Cities Metropolitan Enforcement Group (hereinafter referred to as MEG) to coordinate the enforcement of drug laws without regard to jurisdictional boundaries of the parties hereto and to cooperate with other state and federal groups.

2. The parties agree to cooperatively engage in authorized criminal investigations and prosecutions, particularly involving illegal drug trafficking and the use and distribution of controlled substances within our geographical jurisdictions.

3. No separate, legal entity will be created.

4. The parties agree that a MEG Policy Board shall be established and shall administer the operations of this agreement. The MEG Policy Board shall consist of an elected public official, or designee, and the chief law enforcement officer, or a designee, from each participating unit of government. The MEG Policy Board shall establish a separate agreement setting forth the operational procedures and requirements for MEG. In addition to any provisions of said agreement, the MEG Policy Board shall determine the following:

A. Establishment of an Executive Committee.

B. Designation of a Fiscal Officer.

C. Designation of a Director and Deputy Director of MEG.

D. Appointment of law enforcement officers to the MEG unit.

6. Funding for MEG shall be overseen by the Fiscal Officer. Funding for MEG shall be provided by various government grants, funds from the Illinois State Police, the High Intensity Drug Trafficking Area program, forfeiture funds received from federal and state agencies, and through contributions made by the respective participating units of government. Law enforcement personnel assigned to MEG shall remain employees of their respective participating units of government and shall be compensated in accordance with its regular procedure.

7. The fiscal year for MEG shall commence on July 1 and terminate on June 30 of every year. The Fiscal Officer shall be responsible for preparing an annual budget to be approved by the MEG Policy Board prior to each fiscal year. The Board may authorize the hiring of private accounting and auditing agencies to assist the Fiscal Officer in his duties.

8. The MEG Policy Board may terminate this agreement and disband MEG at any time by a majority vote of the Board.

9. This agreement shall commence on July 1, 2013. Unless the MEG Policy Board terminates the agreement as set forth above, the duration of this agreement shall be for a 5-year period. After the initial 5-year period, the agreement shall automatically be renewed on a year-to-year basis. Any of the parties may withdraw from this agreement by providing at least thirty-(30)- days advance, written notice of said intent to withdraw to all other parties to the agreement. Any party so withdrawing agrees to cooperate fully in concluding and pending investigation wherein their participation is necessary for a proper resolution, and to cooperate fully in any subsequent prosecution of such matters.

10. Upon withdrawal from, or termination of MEG, property and equipment shall be distributed as follows:

- A. In the event a party withdraws, that party shall be entitled to the return of any property and equipment supplied to MEG for which title remains vested in that party. Property and equipment donated or otherwise given to MEG as a gift or contribution shall remain the property of MEG. The withdrawing party shall not be entitled to any funds contributed to, or in the possession of, MEG.
- B. In the event MEG terminates operations, the remaining participating parties shall share, in proportion to their individual sworn officer commitment to MEG at the time of termination, in the division of MEG assets not otherwise required to be returned to a contributing entity as set forth in paragraph 10.A.
- C. The division and/or liquidation of MEG assets in the event of termination shall be at the sole discretion and direction of the MEG Policy Board. Any party which withdraws from MEG prior to the date of termination shall forfeit any right to receive property or proceeds upon dissolution.

11. Each party agrees to assume all risks of liability arising out of the conduct of its respective employees regardless of where the conduct occurred.

12. This agreement shall not be effective unless and until approved by the Attorney General of Iowa.

13. Any modification of this agreement requires written approval by the MEG Policy Board and all parties.

The undersigned representatives hereby agree to the terms and conditions as they relate to agency participation in the Quad City Metropolitan Enforcement Group, as set forth in this Intergovernmental Agreement.

Chief Kim Hankins
Moline Police Department

Lew Steinbrecher
Moline City Administrator

Council Bill/Resolution No.: 1168-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement.

WHEREAS, the Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the Riverside Cemetery Retaining Wall Replacement project; and

WHEREAS, Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$28,590.00; and

WHEREAS, staff recommends approval of said agreement; and

WHEREAS, Funds are included in the 2014 budget for the Riverside Cemetery Retaining Wall Replacement project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois to authorize approval of an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 12, 2013
Date

Passed: November 12, 2013

Approved: November 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2013 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

Riverside Cemetery Retaining Wall Replacement

The Scope of Services to be provided under this agreement is as follows:

1. Complete a field inspection of the existing wall to document its current condition.
2. General Topographic Survey: Make such detailed surveys as are necessary for the planning and design of the project. Missman plans to use existing survey data from prior projects, and will only obtain additional survey data due to noticeable changes in site conditions and/or additional details are required during the design phase.
3. Complete the general and detailed plans, special provisions, and estimate of construction cost.
 - a. The project will receive local funding from the City of Moline, without County or State assistance.
 - b. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
 - c. The City will conduct a local letting, which is currently scheduled for February 2014.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-4:**

1. Field Surveys & Site Visits	\$ 2,720
2. Plans, Special Provisions, and Estimate of Cost	\$21,250
3. Letting assistance, Contractor Questions, and Addenda	<u>\$ 1,000</u>
Total Hourly Fee Not to Exceed:	<u>\$24,970</u>

Design Services Fee Proposal for scope **Items 5-6:**

1. Shop Drawing Review: Project Manager x 16 hrs x \$125	\$ 2,000
2. Construction Consultation: Structural Engineer x 12 hrs x \$135	<u>\$ 1,620</u>
Total Estimated Hourly Fee:	<u>\$ 3,620</u>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until October 30th, 2013. Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John B. Fellman
John B. Fellman, P.E., S.E.

By: _____

By J. Robert Strombeck
J. Robert Strombeck, CFO

Title: _____

1011 27th Avenue, P.O. Box 6040 • Rock Island, Illinois 61204-6040
Phone: 309.788.7644 • Fax: 309.788.7691 • www.missman.com



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

Council Bill/Resolution No. 1174-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to sign and submit the 2013 Community Rating System Annual Recertification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management.

WHEREAS, the National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to recognize and encourage community floodplain management activities that exceed minimum NFIP requirements; and

WHEREAS, the City of Moline has participated in the CRS program since 2010 as a Class 8 community which provides a 10 percent reduction in flood insurance premium rates for properties located in flood hazard areas; and

WHEREAS, to maintain participation in the CRS program, the City's Chief Executive Officer must certify annually that the City of Moline continues to perform its stated floodplain management activities.

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

That the Mayor is hereby authorized to sign and submit, on behalf of the City of Moline, the Community Rating System Annual Recertification for 2013 with all necessary attachments; provided, however, that said document is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 19, 2013

Date

Passed: November 19, 2013

Approved: December 3, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual.

Sme 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

Sme 310 We have issued _____ (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.

Sme 310 **Attached are 5 Elevation Certificates for new or substantially improved structures that have been completed in the last year.** Sme Initial here if you have not received any ECs in the last year.

Sme 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. [] Initial here if your office address has changed in the past year. Please provide new address with this form.

Sme 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers.

Sme 320 **Attached is a copy of the document that told lenders, insurance agents, and real estate offices about this service this year.** [] Initial here if the information is included in your annual outreach project to the community. Mark the attachment to Activity 330 to show where this service is publicized.]

Sme 320 **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

Sme 330 **Attached is a description of this year's annual outreach project to floodplain residents.**

Sme 340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

Sme 350 Our public library continues to maintain flood protection materials.

Sme 350 We continue to conduct an annual review and update of the information and links in our flood protection website.

Sme 410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- Smc 420 We continue to preserve our open space in the floodplain.
- Smc 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances. [] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.]
- Smc 430 We continue to keep track of building improvements and repairs. Before a new permit is issued, we check the permit record and count the projects' dollar value cumulatively to determine if a nonconforming building should be brought up to our standards for new construction.
- Smc 430 We continue to enforce our current building code. [] Initial here if you have amended your building code. Attach a copy of the amendment.
- Smc 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. [] Initial here if your staff has changed and attach a statement as to the staffing changes.
- Smc 440 We continue to use and update our digitized mapping system.
- Smc 440 We continue to maintain and make available all previously issued flood insurance rate maps.
- Smc 450 We continue to enforce the requirement that all new buildings must be elevated above the street or otherwise protected from drainage problems.
- Smc 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control.
- Smc 502 We currently have 5 repetitive loss properties and send our notice to 5 properties in the repetitive loss areas.
- Smc 503 **Attached is a copy of this year's notice on property protection that we sent to our repetitive loss areas.**
- Smc 510 **Attached is a copy of our floodplain management plan's annual progress report.**
- Smc 510 We have provided copies of this progress report to our governing board, local media, and the state NFIP Coordinating office.
- Smc 540 We continue to enforce our stream dumping regulations.

ATTACHMENTS:

Council Bill/General Ordinance No. 3057-2013
Sponsor: _____

AN ORDINANCE

LEVYING A Special AD VALOREM TAX within the City of Moline, Illinois, Bass Street Landing, Special Service Area #5 of the City of Moline, Rock Island, County, Illinois.

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

Section 1. Findings. The City Council (the “City Council”) of the City of Moline, Rock Island County, Illinois (the “City”) finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the “Constitution”), the City of Moline, Rock Island County, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

“The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the “Law”), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended.”

(c) At its regular meeting on November 15, 2005, the City Council adopted Ordinance No. 4068-2005 establishing a special service area (Bass Street Landing).

(d) The Bass Street Landing Special Service Area will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and

maintenance, public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the “Services).

(e) As provided in the SSA Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the “Taxes”) upon all taxable property within the territory, the maximum of such taxes to be extended in any year for special services within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of \$250,000.

(f) The establishment of the Bass Street Landing Special Service Area in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on December 6, 2005, by the City Council of the City.

(g) Notice of the hearing was given by publication on November 20, 2005, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mails, postage prepaid, not less that 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the SSA Act.

(j) No petition objecting to the establishment of the Bass Street Landing Special Service Area or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the SSA Act that are conditions to the establishment of the Bass Street Landing Special Service Area and the levy of the Taxes.

(l) The levy of \$145,335 for fiscal 2013 represents more than a 5% increase from the prior year and consideration of this increase and reason therefore was made at a public hearing on November 19, 2013, after proper notice was given in accordance with the Open Meetings Act and 35 ILCS 200/27-32.

Section 2. **Levy of Tax.** For the purpose of providing the Services within the Bass Street Landing Special Service Area during the fiscal year of the City ending on December 31, 2013, pursuant to the SSA Act, there is levied a special ad valorem tax (the "Tax") against all of the taxable property in the Bass Street Landing Special Service Area subject to taxation for the fiscal year ending on December 31, 2013, necessary to produce the sum of \$145,335. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3. **Filing for Record with County Clerk; Deadline for Filing.** As required by Section 27-75 of the SSA Act, the City Clerk is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2013.

Section 4. **Ratification of Proceedings.** The City Council ratifies, confirms and approves (i) the public notice of the public hearing that was given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Bass Street Landing Special Service Area and the levy of the Taxes.

Section 5. **Severability.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6. **Supersede and Effective Date.** All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3058-2013
Sponsor: _____

AN ORDINANCE

LEVYING A Special AD VALOREM TAX within the City of Moline, Illinois, Downtown, Special Service Area #6 of the City of Moline, Rock Island, County, Illinois.

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

Section 1. **Findings.** The City Council (the “City Council”) of the City of Moline, Rock Island County, Illinois (the “City”) finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the “Constitution”), the City of Moline, Rock Island County, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

“The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the “Law”), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended.”

(c) At its regular meeting on July 15, 2008, the City Council adopted Ordinance No. 4034-2008 establishing a special service area (Downtown).

(d) The Downtown Special Service Area will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance,

public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the “Services).

(e) As provided in the SSA Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the “Taxes”) upon all taxable property within the territory.

(f) The establishment of the Downtown Special Service Area in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on April 15, 2008, by the City Council of the City.

(g) Notice of the hearing was given by publication on March 30, 2008, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mails, postage prepaid, not less than 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the SSA Act.

(j) No petition objecting to the establishment of the Downtown Special Service Area or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the SSA Act that are conditions to the establishment of the Downtown Special Service Area and the levy of the Taxes.

(l) The levy of \$257,225 for fiscal 2013 represents more than a 5% increase from the prior year and consideration of this increase and reason therefore was made at a public hearing on November 19, 2013, after proper notice was given in accordance with the Open Meetings Act and 35 ILCS 200/27-32.

Section 2. **Levy of Tax.** For the purpose of providing the Services within the Downtown Special Service Area during the fiscal year of the City ending on December 31, 2013, pursuant to the SSA Act, there is levied a special ad valorem tax (the "Tax") against all of the taxable property in the Downtown Special Service Area subject to taxation for the fiscal year ending on December 31, 2013, necessary to produce the sum of \$257,225. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3. **Filing for Record with County Clerk; Deadline for Filing.** As required by Section 27-75 of the SSA Act, the City Clerk is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2013.

Section 4. **Ratification of Proceedings.** The City Council ratifies, confirms and approves (i) the public notice of the public hearing that was given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Downtown Special Service Area and the levy of the Taxes.

Section 5. **Severability.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6. **Supersede and Effective Date.** All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney