

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, May 6, 2014

Mayor's Board Appointment

Mayor's reappointment of Don Welvaert to the Illinois Quad Cities Civic Center Authority for a full three year term to expire May 31, 2017.

Presentation

Recognition of May 2014 Neighbor of the Month Winners:

- Residential – Paul Hancock, 933 32 Avenue A;
- Commercial – Emery Construction Group Inc., 4512 23 Avenue, Jack Laud.

Proclamation

A Proclamation from the Bi-State Motorcycle Awareness Council to declare May 2014, as “Motorcycle Awareness Month.”

A Proclamation from the Moline Water Division to declare May 4-10, 2014 as “National Drinking Water Week.”

Questions on the Agenda

Agenda Items

- 1. Sale of Real Estate.** (Chris Mathias, Property Management Coordinator)
- 2. Recommendations of the Citizens Advisory Council.** (Jeff Anderson, City Planner)
- 3. Amendment to Chapter 30 of the Moline Code of Ordinances.** (Maureen Riggs, City Attorney)
- 4. Amendment to Ordinance on Illinois Quad Cities Enterprise Zone.** (Ray Forsythe, Planning & Development Director)
- 5. Intergovernmental Agreement on Illinois Quad Cities Enterprise Zone.** (Ray Forsythe, Planning & Development Director)
- 6. Contract for Riverbend Commons Sanitary Sewer and Lift Station.** (Scott Hinton, City Engineer)
- 7. Improvement by Municipality.** (Scott Hinton, City Engineer)
- 8. City Towing Agreement.** (Kim Hankins, Public Safety Director)
- 9. 2014 US Department of Justice JAG Grant.** (Kim Hankins, Public Safety Director)
- 10. Other**

Explanation

1. Sale of Real Estate: 2530 4th Avenue, Moline. (Chris Mathias, Property Management Coordinator)

Explanation: The property at 2530 4th Avenue, Moline, was acquired by the City due to Code compliance issues. The City used NSP2 money to demolish a dilapidated house on the property. Because the lot is of a substandard size, City staff approached adjacent property owners, Christopher and Patricia Ensey, to see if they would be interested in adding the smaller lot to their property. The Enseys have agreed to purchase the property for \$1500 pursuant to the terms of the attached Agreement for Sale of Real Estate. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Reduced maintenance costs for the City, return to tax rolls for future revenue

Public Notice/Recording: Deed and associated documents to be recorded at closing

Goals Impacted: A Great Place to Live

2. A Resolution approving the project and program recommendations of the Citizens Advisory Council on Urban Council (CACUP) as contained within the CDBG Annual Action Plan and authorizing the Mayor to submit and implement said projects, programs and plan for FY 2014. (Jeff Anderson, City Planner)

Explanation: The City of Moline receives an annual entitlement grant award of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City's *actual* 2014 funding level has been released. As part of the public participation process, CACUP reviews applications for said funds and makes a recommendation to the City Council on the projects and programs to be funded for each program year. These projects and programs are contained within the Annual Action Plan, which is used as the application to initiate the annual entitlement funding process with HUD and also serves as the document to guide implementation of the projects. Please see the attachments for FY 2014 recommended funding. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funding level is \$709,819.00

Public Notice/Record: N/A

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

3. Amendment to Chapter 30 of the Moline Code of Ordinances to enact the Cable/Video Service Provider Fee and PEG Access Support Fee and provisions pertaining to cable/video customer protection. (Maureen Riggs, City Attorney)

Explanation: In 2007, the Illinois General Assembly passed the Illinois Cable and Video Competition Law that permitted cable providers to provide video and cable services either through a local franchise agreement or through a state issued authorization. For those cable providers providing service by state authorization, municipalities have the option to impose fees for the service provided, for use of right-of-way, and for public access programming. Since the only cable provider in the City of Moline was subject to a franchise agreement, the City did not need to impose the ordinances as to service provider and public access fees. Now, the franchise agreement with Mediacom has expired and Mediacom has applied with the Illinois Commerce Commission to include the City of Moline in its statewide authorization. So that the City does not lose the revenues from the franchise agreement, staff recommends imposing the service provider and public access fees allowable by the Illinois Cable and Video Competition Law. These fees are equal to 5% of Mediacom's gross revenues, and thus equal to the amount the City received pursuant to the franchise agreement. The City will also receive an additional 1% of gross revenues for public access programming. In addition, the Cable and Video Customer Protection Law authorizes local governments to enforce the customer protection provisions of said Law.

Adoption of this ordinance will allow the City to establish the service provider fee and the PEG access support fee pursuant to the Cable and Video Competition Law and to enforce the customer service and privacy protection standards of the Cable and Video Customer Protection Law.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: N/A
Goals Impacted: A Great Place to Live; Strong Local Economy

4. Amendment to General Ordinance No. 88-3-2 to amend the Illinois Quad Cities Enterprise Zone. (Ray Forsythe, Planning & Development Director)

Explanation: The Cities of East Moline, Moline and Silvis, the County of Rock Island, and the Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone. The County of Rock Island has requested changes in the zone boundaries by adding territory to the existing Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* The change would add approximately 423.48 acres to the County portion of the Enterprise Zone. The County conducted a public hearing on May 5, 2014. The addition of this territory will facilitate in the increased economic benefit of the Quad Cities. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: Public hearing was held May 05, 2014
Goals Impacted: A Great Place to Live; Financially Strong City; Strong Local Economy

5. Amendment to the Intergovernmental Agreement between the Cities of Moline, East Moline and Silvis, the County of Rock Island, and the Village of Milan to expand the zone boundaries of the Illinois Quad Cities Enterprise Zone. (Ray Forsythe, Planning & Development Director)

Explanation: The Cities of East Moline, Moline and Silvis, the County of Rock Island, and the Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone. The County of Rock Island has requested changes in the zone boundaries by adding territory to the existing Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* The change would add approximately 423.48 acres to the County portion of the Enterprise Zone. The County conducted a public hearing on May 5, 2014. The addition of this territory will facilitate in the increased economic development of the Quad Cities. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: Public hearing was held May 05, 2014
Goals Impacted: A Great Place to Live; Financially Strong City; Strong Local Economy

6. Approval of a Contract with Miller Trucking and Excavating for Project #1207, Riverbend Commons Sanitary Sewer and Lift Station. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on April 22, 2014 for Project #1207 with the following results:

\$329,180.00	Miller Trucking and Excavating
\$358,630.00	Valley Construction
\$361,878.00	Brandt Construction
\$374,049.00	McCarthy Improvement

Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Sufficient WPC Reserves are available to fund this project. TIF funds will fully reimburse WPC when they become available
Public Notice/Record: N/A
Goals Impacted: Strong Local Economy; Improved City Infrastructure & Facilities

7. Approval of a Resolution for Improvement by Municipality Under the Illinois Highway Code for MFT Section 14-00000-00-GM, 2014 Sealcoat Program. (Scott Hinton, City Engineer)

Explanation: A Resolution for Improvement is necessary to use MFT Reserves for the 2014 Sealcoat Program. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Sufficient MFT funds are available for this project. State of Illinois construction funds will reimburse \$190,070.00 later in 2014
Public Notice/Record: N/A
Goals Impacted: Strong Local Economy; Improved City Infrastructure & Facilities

8. City Towing Agreement. (Kim Hankins, Public Safety Director)

Explanation: The police department solicited bids to provide towing service for the City of Moline. One response was received and reviewed. Quad City Towing is recommended on the basis of compliance with the bid specifications, quality and security of facilities and reasonable cost. The agreement is for a one-year period, with an option to extend for two additional years upon mutual agreement of the parties. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Record: N/A
Goals Impacted: Unidentified

9. 2014 US Department of Justice JAG Grant. (Kim Hankins, Public Safety Director)

Explanation: Moline, Rock Island, and Rock Island County law enforcement agencies are eligible to submit a joint application for a total of \$40,746 to be awarded through the JAG program. The 2014 Allocations and Disparate Information listing published by the Department of Justice specified an award level of \$17,266 for Moline and \$23,480 for Rock Island, with Rock Island County listed as a disparate jurisdiction entitled to request a share of the award. Staff from the each agency recommends that \$4,074.60 be allocated to County for its Courthouse/Justice Center Security Enhancement Project, \$21,132.00 to Rock Island for its Police Officer Personnel Project, and \$15,539.40 to Moline for its Less Lethal Weapon Deployment Project. No matching funds are required under the grant. Execution of a formal Memorandum of Understanding is required prior to submission of the joint application. Additional documentation attached. This item will also appear on the formal Council Agenda for May 6, 2014.

Staff Recommendation: Approval
Fiscal Impact: \$15,539.40 grant for Moline to purchase 17 Taser units and 34 duty cartridges
Public Notice/Record: Public notice through published agenda and open meeting process
Goals Impacted: Financially Strong City

Explanation

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933

**COMPUTER
REVOLUTIONS**

103
COMPUTER
REVOLUTIONS
787-9114

102
4512
Service
Available
248-787-2873

101
Service
Available
248-787-2873

100
Service
Available
248-787-2873

Emery Plaza
COMPUTER
REVOLUTIONS



AGREEMENT FOR SALE OF REAL ESTATE

**City of Moline
An Illinois Municipal Corporation**

SELLER

Address: 619 - 16th Street,
Moline, IL 61265

Telephone: (309) 524-2036

**Christopher L. Ensey and
Patricia C. Ensey
As Tenants in Common
PURCHASER**

Address: 1301 Canal Shore Dr.
LeClaire, IA 52753

Telephone: (563) 823-8348

THIS AGREEMENT IS DATED April 25, 2014.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 2530 4th Avenue, Moline, Illinois (parcel number 08-2606), consisting of 5,663 square feet more or less, legally described as:

The Easterly 41.8 Feet of Lot No. One (1), Block No. One (1) of that part of the City of Moline, known as and called Dimock & Baldwin's Addition to Moline, situated in the County of Rock Island, State of Illinois.

hereinafter referred to as the "Property," for the total sum of ONE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$1,500.00) payable in cash or other immediately available funds, at Closing, as defined herein.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

Prior to Closing, the Seller shall demonstrate evidence of clean title to the Property, free and clear of all encumbrances. At Closing, Seller shall deliver a quit claim deed to Purchaser provided that all conditions of this Agreement have been met by the parties.

POSSESSION AND CLOSING

Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. The Closing of this transaction shall be held on or before May 30, 2014 with possession of the Property to be delivered at the same time, free and clear of all possessory interests, including, without limitation, squatters.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said property prior to closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the quit claim deed.

As to future accessory structures, Buyer is on notice that if, at any time after Buyer becomes the title holder to this property, he desires to build an accessory structure on the property, a Unity of Title document must be executed and recorded. Under the Moline Code of Ordinances, an accessory structure may not be built on a parcel without a primary structure. The Unity of Title would be a covenant on the land and would bind all successive owners of the property.

CONDITION OF PROPERTY

Sale of the Property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage, upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to Seller to reduce the monies due hereunder; provided, however, that should moneys paid as a result of said damage exceed any monies due hereunder, than such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) All costs and premiums for title insurance;
- (c) Costs of any additional appraisal for the Property obtained by Purchaser;
- (d) Revenue stamps and recording of any releases, if any;
- (e) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an offer by Purchaser on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including May 21, 2014. If not so approved by the Seller, through its City Council, by May 21, 2014, this offer and Agreement shall be void.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, Christopher L. Ensey and Patricia C. Ensey, have caused this Agreement for Sale of Real Estate to be executed this 25 day of April, 2014.

By: Christopher L. Ensey

By: Patricia C. Ensey

STATE OF Iowa)
COUNTY Scott) ss

I, Donelle Lineburg, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that CHRISTOPHER L. ENSEY and PATRICIA C. ENSEY, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this 25th day of April, 2014, in person and acknowledged that he signed, and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of April, A.D. 2014.



[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on its behalf by Scott Raes, its Mayor, this _____ day of _____ 2014.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy Koranda, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY ROCK ISLAND)

On this ____ day _____, A.D. 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/them voluntarily executed.

Notary Public

Approved as to form:

Maureen E. Riggs, City Attorney

Citizens Advisory Council on Urban Policy

Moline, Illinois

Program Year 2014 CDBG - City Recommendations

2014 Projections

CACUP	35,500.00
Amigos of Florciente	10,000.00
City of Moline Police	13,000.00
Stephen's Park	12,500.00
<hr/>	
Administration	141,963.80
<hr/>	
Code Compliance	33,500.00
<hr/>	
CHS Service Delivery	140,000.00
<hr/>	
Community Housing Services Program	220,000.00
<hr/>	
Hawk Hollow	18,855.20
<hr/>	
CHS - Emergency	50,000.00
<hr/>	
CHS - Roofing Program	70,000.00
<hr/>	
	<u>709,819.00</u>

Tyson Foods, Inc.
Request for Enterprise Zone Expansion

Company and Plant Background

- Tyson is one of the world's largest meat protein companies with one of the most recognized brand names in the food industry.
- As of September 2013, Tyson operated 3,044 production and distribution facilities in both the United States and 22 foreign countries.
- The Joslin plant produces fresh vacuum packed boxed beef, trimmings, variety meats, bone, fat, and hides which are sold both domestically and internationally for used in the manufacture of pharmaceuticals, various foods, cosmetics, and clothing.

Plant Investment in the Community

- The facility has over 2,400 employees
- In 2012, the plant paid \$326,285 in property tax.
- Tyson purchases \$3.9 million in goods and services a year from local vendors.
- Approximately 85% of Tyson's employees live within the communities of Rock Island County.
- 50% - 60% of cattle processed at the plant are purchased from Illinois suppliers.
- Tyson supports local charities in the Quad Cities area, including Tudi's Tribe Foundation, Make-a-Wish, Junior Achievement, Crime Stoppers, Churches United, and local food banks.

Planned Investment

- Tyson wants to upgrade and modernize its Joslin beef packing plant and the enterprise zone will provide savings that offset some of Illinois' higher costs.
- The capital expenditure for the project will be approximately \$5 million to \$10 million, consisting of capital equipment and construction costs within the next two years.
- Potential Projects
 - Upgrading and modernizing the plant will allow the Joslin location to better compete with competitors and other Tyson plants.
 - Additional investment is being reviewed for potential projects within the next 5 years

Community Benefits

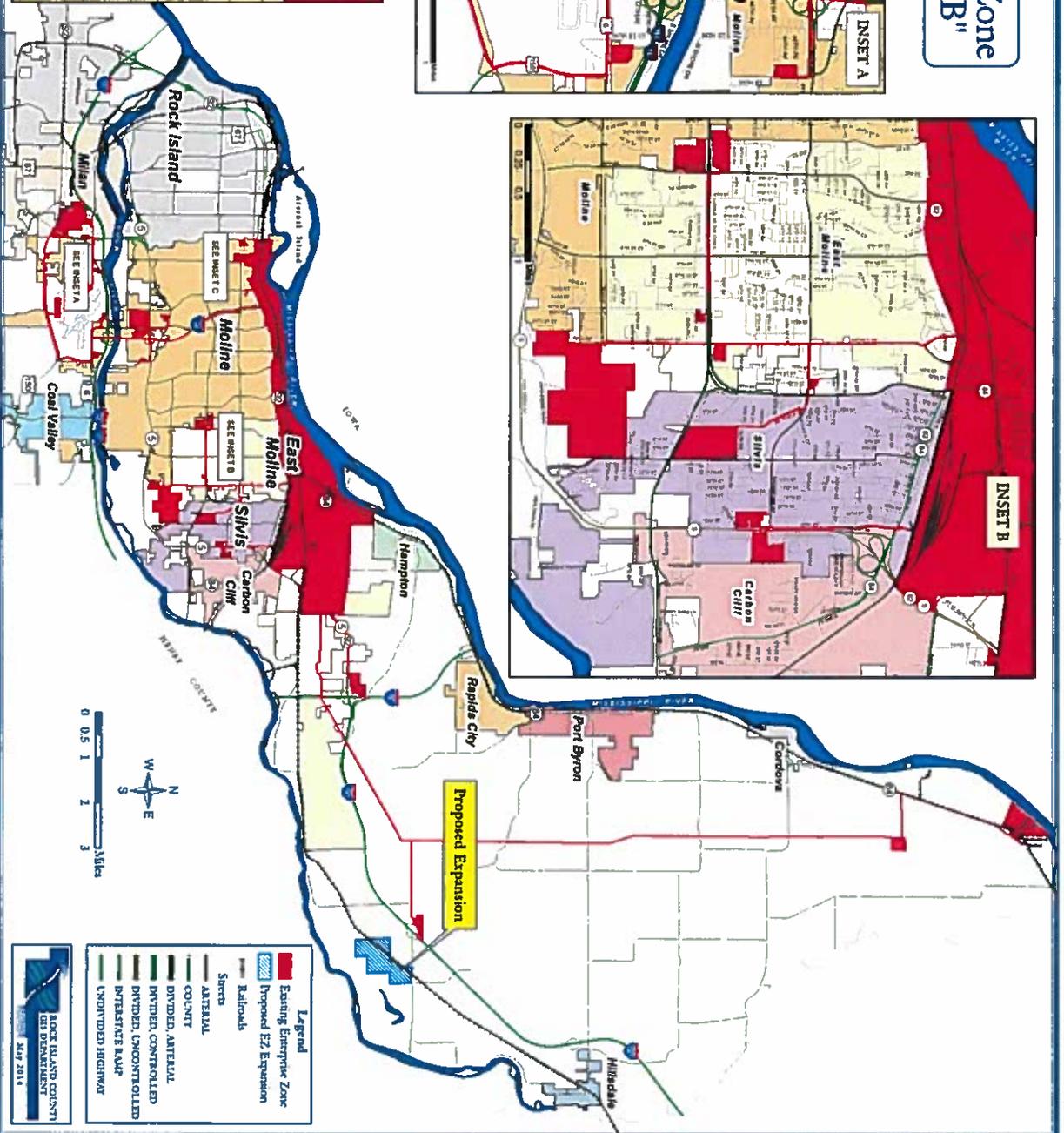
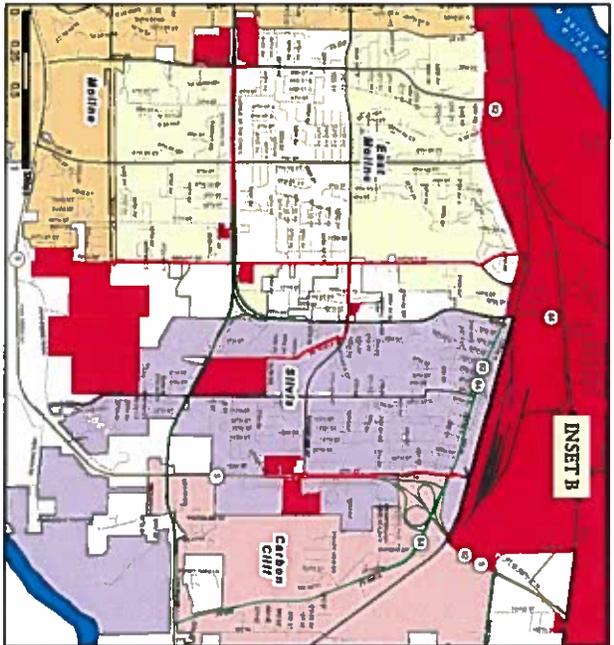
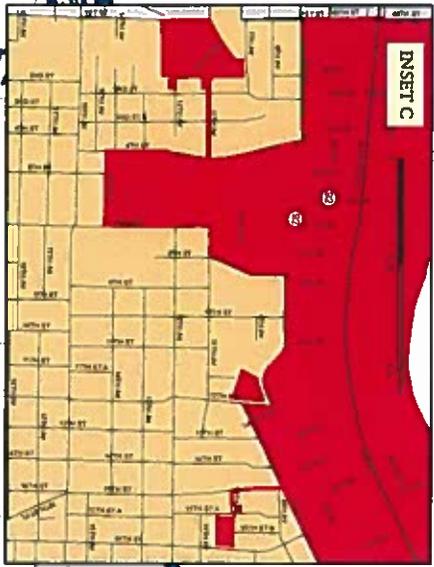
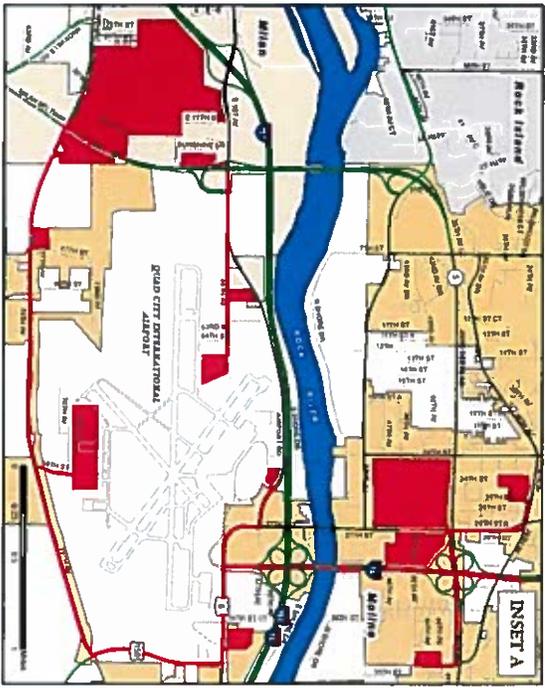
- By assisting Tyson with the project, the Quad Cities area will immediately benefit from Tyson's continued presence, including:
 - The retention of jobs;
 - Creating construction jobs; and
 - Other local economic benefits, such as tax revenue and economic activities from other businesses surrounding the plant, and Tyson's continued contributions to its community.

**Quad City Enterprise Zone
Zone Square Miles**

5/28/2008

Addition #	Project	Square Miles	DCEO Approval	Lead Community
	Maximum Square Miles	15.000		
	Moline/East Moline/Silvis	(7.000)	03/28/88	Zone expires 3/28/2018
1	One Moline Place	(0.044)	01/07/99	Moline
	Add Rock Island County	0.000	09/28/99	
2	Cordova Energy Co. LLC	(0.083)	09/28/99	Rock Island County (1/12)
3	Deere Tech Center	(0.480)	04/14/00	Rock Island County
4	3M Cordova/Emerald Point	(0.500)	07/26/00	Rock Island County/East Moline
5	Fed Ex	(0.025)	12/12/00	Moline
	Add Village of Milan	0.000	03/20/01	
	Deere Parts Distribution Ctr./Mississippi Laser Expan./Elliot Aviation/Stern Beverage	(0.4700)	03/20/01	Village of Milan
6	Moline Welding	(0.0060)	02/02/02	Rock Island County
7	Shopko	(0.0192)	09/12/02	Moline
8	Southpark Mall	(0.1757)	09/12/02	Moline
9	Kennedy Square	(0.0970)	10/15/02	East Moline
10	Sinterco, Inc	(0.0445)	02/05/03	Moline
11	East Moline Animal Clinic	(0.0040)	09/01/03	East Moline
12	Jewel/Miller property	(0.0701)	09/01/03	Silvis
13	Strategic Enterprises, Inc.	(0.0103)	11/07/03	Milan
14	Former Eagles Food Store	(0.01106)	10/04/04	East Moline
	Sammy G's	(0.00547)	10/04/04	East Moline
	RV Parts & Service	(0.01023)	10/04/04	East Moline
	Hospital Road	(0.00082)	10/04/04	Silvis
15	Theater	(0.01119)	6/1/2005	Moline
16	Loft Apts.	(0.00344)	03/25/05	Moline
17	Avis Rental	(0.01000)	03/25/05	Rock Island County
18	Autumn Trails	(0.02500)	09/12/05	Moline
19	Hynd Farm	(0.10938)	12/16/05	Silvis
20	FS / Black Hawk State Bank	(0.00530)	01/19/06	Silvis
21	MATCON	0.00000	PULLED	Rock Island County
23	Joslin Travel Plaza	(0.08274)	05/26/06	Rock Island County
24	Beltway Commons	(0.02330)		Milan
25	Deere & Co Airport Hangar	(0.01978)	05/28/08	Rock Island County
26	Trimble Pointe	(0.00403)		Moline
27	Holiday Inn Express	(0.00473)		Moline
28	Tyson (423.48 acres)	(0.66169)		Rock Island County
Total Square Miles REMAINING		4.9830		

Illinois Quad Cities Enterprise Zone Proposed Expansion: "Exhibit B"



Legend

- Existing Enterprise Zone
- Proposed E2 Expansion
- Railroads
- Streets
- ARTERIAL
- COLLECTOR
- DIVIDED ARTERIAL
- DIVIDEN CONTROLLED
- DIVIDEN UNCONTROLLED
- INTERSTATE RAMP
- UNDIVIDED HIGHWAY

ROCK ISLAND COUNTY
GIS DEPARTMENT
MAY 2014

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: April 22, 2014 11:00 a.m.

Project: 1207 - Riverbend Commons Sanitary Sewer & Lift Station

Miller Trucking & Excavating, Inc. Valley Construction Company Brandt Construction Company

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ROCK EXCAVATION	160	CY	\$15.00	\$2,400.00	\$60.00	\$9,600.00	\$110.00	\$17,600.00
2	DEWATERING	1	LS	\$16,700.00	\$16,700.00	\$2,200.00	\$2,200.00	\$20,000.00	\$20,000.00
3	SANITARY SEWER, 8"	970	LF	\$98.00	\$95,060.00	\$97.00	\$94,090.00	\$100.00	\$97,000.00
4	SANITARY SEWER, 10'	49	LF	\$175.00	\$8,575.00	\$440.00	\$21,560.00	\$202.00	\$9,898.00
5	SANITARY SEWER, 6" FORCE MAIN	60	LF	\$340.00	\$20,400.00	\$340.00	\$20,400.00	\$190.00	\$11,400.00
6	MANHOLE TYPE A, SANITARY, 4' DIA, T.1 FRAME WITH BOLT DOWN LID	4	EA	\$2,980.00	\$11,920.00	\$3,200.00	\$12,800.00	\$4,500.00	\$18,000.00
7	6X4 REDUCER, DI, MJ	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$375.00	\$375.00
8	TRENCH BACKFILL	140	CY	\$14.00	\$1,960.00	\$38.00	\$5,320.00	\$25.50	\$3,570.00
9	SANITARY LIFT STATION, COMPLETE	1	LS	\$84,000.00	\$84,000.00	\$99,000.00	\$99,000.00	\$65,000.00	\$65,000.00
10	CLASS B PATCH, TYP IV, 8"	320	SY	\$115.00	\$36,800.00	\$98.00	\$31,360.00	\$120.00	\$38,400.00
11	SEEDING SPECIAL COMPLETE	3580	SY	\$1.50	\$5,370.00	\$3.00	\$10,740.00	\$5.50	\$19,690.00
12	ABANDON AND FILL SANITARY SEWER	1060	LF	\$8.00	\$8,480.00	\$5.00	\$5,300.00	\$6.25	\$6,625.00
13	ABANDON AND FILL SANITARY MANHOLE	2	EA	\$900.00	\$1,800.00	\$800.00	\$1,600.00	\$1,550.00	\$3,100.00
14	TEMPORARY BIKE PATH	80	SY	\$8.00	\$640.00	\$42.00	\$3,360.00	\$46.50	\$3,720.00
25	TRAFFIC CONTROL COMPLETE	1	LS	\$14,000.00	\$14,000.00	\$9,800.00	\$9,800.00	\$25,000.00	\$25,000.00
16	ELECTRICAL SERVICE INSTALLATION COMPLETE	1	LS	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$21,500.00	\$21,500.00
17	FIRE HYDRANT TO BE REMOVED	1	EA	\$875.00	\$875.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
	TOTAL				\$329,180.00		\$358,630.00		\$361,878.00

**McCarthy Improvement
Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ROCK EXCAVATION	160	CY	\$155.00	\$24,800.00		\$0.00		\$0.00
2	DEWATERING	1	LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00
3	SANITARY SEWER, 8"	970	LF	\$65.00	\$63,050.00		\$0.00		\$0.00
4	SANITARY SEWER, 10'	49	LF	\$191.00	\$9,359.00		\$0.00		\$0.00
5	SANITARY SEWER, 6" FORCE MAIN	60	LF	\$150.00	\$9,000.00		\$0.00		\$0.00
6	MANHOLE TYPE A, SANITARY, 4' DIA, T.1 FRAME WITH BOLT DOWN LID	4	EA	\$3,500.00	\$14,000.00		\$0.00		\$0.00
7	6X4 REDUCER, DI, MJ	1	EA	\$280.00	\$280.00		\$0.00		\$0.00
8	TRENCH BACKFILL	140	CY	\$47.00	\$6,580.00		\$0.00		\$0.00
9	SANITARY LIFT STATION, COMPLETE	1	LS	\$109,000.00	\$109,000.00		\$0.00		\$0.00
10	CLASS B PATCH, TYP IV, 8"	320	SY	\$125.00	\$40,000.00		\$0.00		\$0.00
11	SEEDING SPECIAL COMPLETE	3580	SY	\$6.00	\$21,480.00		\$0.00		\$0.00
12	ABANDON AND FILL SANITARY SEWER	1060	LF	\$5.00	\$5,300.00		\$0.00		\$0.00
13	ABANDON AND FILL SANITARY MANHOLE	2	EA	\$1,000.00	\$2,000.00		\$0.00		\$0.00
14	TEMPORARY BIKE PATH	80	SY	\$65.00	\$5,200.00		\$0.00		\$0.00
25	TRAFFIC CONTROL COMPLETE	1	LS	\$45,000.00	\$45,000.00		\$0.00		\$0.00
16	ELECTRICAL SERVICE INSTALLATION COMPLETE	1	LS	\$8,000.00	\$8,000.00		\$0.00		\$0.00
17	FIRE HYDRANT TO BE REMOVED	1	EA	\$1,000.00	\$1,000.00		\$0.00		\$0.00
	TOTAL				\$374,049.00		\$0.00		\$0.00



BE IT RESOLVED, by the City Council of the
City _____ of Moline Illinois
City, Town or Village
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
various			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of general maintenance of existing seal coat streets including
repair of subbase and application of sealcoat bituminous materials and aggregate.

_____ and shall be constructed _____ wide
and be designated as Section 14-00000-00-GM

2. That there is hereby appropriated the (additional Yes No) sum of one hundred ninety thousand seventy
_____ Dollars (\$190,070.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract _____ ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Tracy Koranda Clerk in and for the
City of Moline
City, Town or Village
 County of Rock Island , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the City Council
Council or President and Board of Trustees
 at a meeting on May 13, 2014
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

 City, Town, or Village Clerk

AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, 2014, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation (hereinafter, the "City"), and Quad City Towing, Inc., (hereinafter, "Tow Service"), collectively "the Parties."

WITNESSETH:

WHEREAS, the City supervises and controls, through its Code of Ordinances (hereinafter "City Code") and the State of Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. and amendments thereto (hereinafter the "IVC"), the use of streets and public parking within its corporate limits; and

WHEREAS, the City supervises and controls, through the City Code, the IVC and its general police powers, the impounding, immobilization, towing and storage of illegally parked, abandoned and inoperable vehicles on both public and private property; and

WHEREAS, in the exercise of such supervision and control, it is necessary for the City to impound or immobilize vehicles for failure to pay parking tickets, and to tow or cause to be towed wrecked, hazardous, inoperable, abandoned and seized vehicles; and

WHEREAS, the City from time to time also requires the services of a wrecker for towing disabled City owned vehicles; and

WHEREAS, the City believes that such impounding, immobilizing and towing can be performed more efficiently and effectively by a private entity; and

WHEREAS, Tow Service is willing to act as the City's exclusive impounding, immobilizing and towing service, except as otherwise specified herein, to accomplish said impounding, immobilizing and towing.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter agreed to by and between the Parties, the Parties agree as follows:

I. TOW SERVICE SHALL PERFORM AS FOLLOWS:

A. Throughout the term of this Agreement, for 24 hours per day, 7 days per week, Tow Service shall provide and have available for dispatch two (2) or more Illinois Commerce Commission ("ICC") approved, properly licensed and adequately equipped and maintained wreckers and shall further provide and have available personnel for the purpose of applying and removing immobilization devices from vehicles. However, the City shall not request impounding or towing services between 12:30 p.m. and 1:30 p.m. except in emergency situations.

B. Upon verbal or other notification by an employee of the Moline Police Department of the need for impounding, immobilization or towing services, Tow Service shall dispatch a suitable number of wreckers and/or personnel to the location identified in the notification. The wrecker(s)

and/or personnel shall arrive at the location within 30 minutes after notification, and Tow Service shall impound, immobilize or tow the wrecked, hazardous, inoperable, abandoned or other vehicle as directed by the Moline Police Department employee either in the notification or at the vehicle's location. For immobilizing vehicles, Tow Service shall maintain and apply immobilization devices provided and owned by the City. After 24 hours following application of an immobilization device to a vehicle, the City may direct Tow Service to impound the vehicle, and all applicable Tow Service fees will be the responsibility of the vehicle's owner, payable prior to the vehicle's release.

C. Tow Service shall provide a written notice indicating all charges and storage fees and acceptable means of payment to the owner or driver of the vehicle to be impounded, immobilized or towed if said person is present at the vehicle's location site at the time Tow Service personnel are present.

D. Tow Service shall provide a method of communication with the Moline Police Department, other than the Police Emergency Frequency and subject to approval by the Police Chief or his or her designee (hereinafter "Police Chief"), and shall notify the Moline Police Department when all wreckers will be out of service for longer than 30 minutes or when no employees are available for the purpose of applying or removing immobilization devices. Upon receiving such notification, the Moline Police Department may contact another tow service for services.

E. Tow Service shall be required to transport vehicles to a City-approved site for the storage and return of impounded or towed vehicles. In order to meet the City's minimum requirements, the site:

1. Must be located within the State of Illinois and within a 10-mile radius of the Moline Police Department, 1640 – 6th Avenue, Moline, Illinois;
2. Must have available and utilize outdoor vehicle storage for a minimum of 75 standard-sized vehicles in a fenced lot kept separate from publicly or privately accessible areas, such that only Tow Service or its employees and agents have access to said vehicles;
3. Must have available and utilize secure indoor vehicle storage for a minimum of 5 standard sized vehicles;
4. Must at all times maintain adequate lighting, security and supervision subject to the Police Chief's sole approval;
5. Must be open for release of vehicles, with sufficient personnel staffing the site when open, as follows:
 - a. On Monday through Friday, inclusive, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 8 ½ hours per day;

- b. On Saturday, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 3 hours per day;
 - c. Tow Service shall also provide and prominently display a telephone number where a person wishing to claim a towed vehicle may notify Tow Service during all remaining hours of the day not specified above;
 - d. During all remaining hours of any day, vehicles must be released within 1 hour of notification, provided the claimant has made payment of all outstanding charges at the time of release and the Moline Police Department has lifted any "hold order" it may have placed on such vehicle.
6. Must have and utilize a City-approved structure or other City-approved storage facility on the site for the purpose of permanent storage of all records relating to impounding, immobilizing and towing services provided by Tow Service to the City.

F. In the event that Tow Service does not have the appropriate equipment or cannot respond to a request for service by the City within the time limits established in this Agreement, Tow Service may subcontract individual tows or specific types of towing services with the City's consent, and Tow Service shall make all necessary arrangements with a secondary towing service to remove vehicles within the Agreement's time limits and at the price bid by Tow Service. Tow Service retains ultimate responsibility for compliance with all material terms of this Agreement, and the operation of this paragraph does not in any way avoid or limit Tow Service's obligations under this Agreement's terms.

G. Tow Service shall dispose of unclaimed vehicles only upon written notification by the Moline Police Department. Unclaimed vehicle disposal shall be performed in accordance with the provisions of the IVC, and in no case shall the disposal price be less than the outstanding charges authorized in this Agreement.

H. Tow Service shall have the right to claim vehicles that are not claimed by their owners in accordance with guidelines set forth in the IVC, 625 ILCS 5/3-117.1, and amendments thereto.

I. Tow Service shall obtain and provide proof of liability insurance naming itself and the City as insureds in an amount not less than \$1,000,000.00 per occurrence for bodily injury, including death, and \$500,000.00 per occurrence for property damage. In addition, Tow Service shall obtain and provide proof of a Garage Keeper's Legal insurance policy naming itself and the City as insureds in an amount not less than \$5,000.00 per vehicle. Tow Service shall provide the City with a duplicate copy of the insurance policies prior to the execution of this Agreement.

J. Tow Service shall charge persons reclaiming impounded, immobilized or towed vehicles under this Agreement the following rates:

<u>Type of Service – (Fixed Rate)</u>	<u>Rate/Per Tow</u>
Passenger car – towing	\$ 60 ⁻
Other vehicles rated less than 1 ton – towing	\$ 60 ⁻
Vehicles rated 1 ton and over – single axle – towing	\$ 75 ⁻
Vehicles rated 1 ton and over – tandem axle – towing	\$ 100 ⁻
Storage – inside*	\$ 25 ⁻
Storage – outside*	\$ 25 ⁻
Dollies for wrecked vehicles.....	\$ 0
Use of special equipment, i.e., tow pillows and extensions.....	\$ 0
Disconnect linkage.....	\$ 0
Recovery work (indicate hourly or fixed).....	\$ Fixed
Small wrecker	\$ 70 ⁻
Medium wrecker	\$ 70 ⁻
Large wrecker.....	\$ 125 ⁻
Excessive scene clean-up.....	\$ 15 ⁻
Application of immobilization device	\$ 15 ⁻
Removal of immobilization device.....	\$ 15 ⁻
Cancellation charge (only outside of regular business hours).....	50% of tow charge
After hours release	\$ 25 ⁻

*Paragraph M. shall govern storage charges on vehicles for which a police hold has been ordered. Storage charges will be on a 24-hour basis; however, in no event shall more than one day be charged for a period of less than 24 hours.

Tow Service may demand payment of all charges in cash prior to release of any vehicle; however, if any person disputes the legality of any tow, Tow Service shall refer said person immediately to the City Attorney. Personal property inside a vehicle must be released to the vehicle's owner upon request and no payment may be demanded therefore.

K. Tow Service shall provide debris clean up at all accident scenes as required by the IVC, 625 ILCS 5/11-1413(c), and amendments thereto.

- L. Tow Service shall also provide the following services to the City:
1. Any and all monies realized over and above the outstanding charges authorized herein from public auction of an unclaimed vehicle shall be forwarded to the City's Accounts & Finance Division, 1616 – 6th Avenue, Moline, Illinois, within 10 days.
 2. Tow Service shall provide towing services for any City owned vehicle, except for trucks over 1 ton, anywhere within the City of Moline free of charge.

3. Tow Service shall provide towing services for any City owned vehicle, except for trucks over 1 ton, anywhere outside the City of Moline but within Rock Island County for a flat \$ 0 charge per tow.
4. Tow Service shall provide towing services for any City owned vehicle over 1 ton within the City of Moline for a flat \$ 0 charge per tow.
5. Tow Service shall provide towing services for any City owned vehicle over 1 ton outside the City of Moline but within Rock Island County for a flat \$ 0 charge per tow.
6. Tow Service shall provide towing services for any City owned vehicle under 1 ton, if requested, outside of Rock Island County for a flat \$ 0 charge per tow plus \$ 0 per mile for all miles in excess of 10 miles.
7. Tow Service shall provide towing services for any City owned vehicle over 1 ton, if requested, outside of Rock Island County for a flat \$ 0 charge per tow, plus \$ 0 per mile for all miles in excess of 10 miles.
8. Tow Service shall provide the following additional services at no cost to the City:
 - a. Emergency starter service and flat tire changes on Moline Police Department squad cars at all hours except during the normal business hours of the City's Municipal Services Center.
 - b. Impounding services for vehicles parked on snow routes during snow removal activities and other vehicle removals as requested. When Tow Service impounds vehicles removed from snow routes, the vehicle's owner will be responsible for all charges.
 - c. Tow abandoned or inoperable vehicles from non-right-of-way locations upon request of the Police Department or Zoning Administrator after notification is issued and at a mutually agreeable time.
 - d. Tow seized vehicles and provide adequate outdoor or indoor storage as directed by the Moline Police Department.
 - e. Tow Service shall dispose of all hazardous materials found in any impounded or towed vehicle in conformance with all relevant federal, state and local laws, rules, regulations and ordinances.

M. If, by mistake, the City requests Tow Service to tow or impound a vehicle and it is later determined that the City was not authorized to have the vehicle towed or impounded, Tow

Service shall not charge the costs of service to the owner. Notwithstanding, as to vehicles towed or impounded for evidentiary purposes, and stolen or recovered vehicles, the costs of service will be either the responsibility of the City or the vehicle owner, to be determined on a case-by-case basis. This paragraph shall not affect the ability of the Moline Police Department to place a hold order on a vehicle for evidentiary purposes and Tow Service will not assess charges to the City for such holds. Storage charges assessed to the vehicle owner shall begin on such vehicles only upon the release of the Moline Police Department hold order. In cases of vehicles towed by order of the Moline Police Department for subsequent seizure and forfeiture proceedings, towing charges will be assessed to the City; however, no storage fees shall be charged.

N. Tow Service shall meet monthly, or more frequently upon request, with the Moline Police Department Traffic Section at a mutually agreed time and place to review all vehicles impounded or towed and to review and verify proper record maintenance. In addition to all other records pertaining to impounding, immobilizing or towing of vehicles, records of all complaints received by the City concerning Towing Service, if any, shall be forwarded to the Moline Police Department Traffic Section to be discussed with Tow Service at the next scheduled meeting. Tow Service will provide the Moline Police Department Traffic Section with a written storage site inventory once per week or more frequently upon the Moline Police Department's request.

O. Tow Service shall notify the Moline Police Department Traffic Section after releasing a vehicle to its owner. The notification must take place prior to the end of the next business day following the vehicle's release.

P. Tow Service shall comply with all federal, state and local laws, rules, regulations and ordinances in performing this Agreement, and violation of any such law, rule, regulation or ordinance shall be cause for immediate termination of this Agreement by the City.

Q. Notwithstanding any other provision of this Agreement to the contrary, Tow Service recognizes and acknowledges the City's right to call upon another tow service for the purpose of towing City owned vehicles at the City's own cost and expense.

R. All Tow Service owners, managers, agents and employees shall at all times during the term of this Agreement perform their duties professionally and courteously. Should the City receive repeated complaints from citizens or City staff that Tow Service failed to so perform, the City reserves the right to terminate this Agreement at its sole discretion.

II. THE CITY SHALL PERFORM AS FOLLOWS:

A. The City shall exclusively use the services of Tow Service for impounding, immobilizing and towing vehicles, except in cases of:

1. City owned vehicles during the hours specified in paragraph I.L.8.a. of this Agreement;
2. Wrecked or hazardous vehicles which cannot be safely moved and which constitute an obstruction to traffic, in which case the City may call another

towing service when notified as required in Section I, paragraph D, of this Agreement;

3. In cases where the City's service needs exceed the capacity of Tow Service's equipment, in which case the City may call another towing service directly; and
4. Services provided in-house during normal work hours by the City's landfill operator for City owned vehicles disabled because of the condition of service roads within the City's landfill.

This Agreement, however, does not and shall not prevent a vehicle owner other than the City from requesting a towing service of his or her own choice.

B. The City shall conduct all relevant title searches and complete all notice requirements set forth in the IVC prior to providing Tow Service with written notice of authority to dispose of vehicles towed as required in Section I, paragraph G, above. The City shall supply Tow Service with Certificates of Purchase as requested at no cost on any vehicles towed at the City's request. The City shall not supply certificates on any other vehicles.

C. The City shall cause any dispute as to the legality of an impound, immobilization or tow to be promptly adjudicated or shall pay to the Tow Service or guarantee payment to the Tow Service any outstanding charges authorized in this Agreement, as limited by Section I, paragraph M, of this Agreement, so that a person may claim a vehicle without actual payment of such outstanding charges.

D. The City shall indemnify Tow Service for any and all liability resulting from any illegal authorization by the City to impound, immobilize or tow a vehicle, or for negligence in conducting title searches or providing notice required by law. However, the City's duty to indemnify does not extend to Tow Service's actions in handling and storing such illegally impounded, immobilized or towed vehicles.

E. The City shall have the option of claiming an unlimited number of seized vehicles during the term of this Agreement upon payment of towing fees.

III. THE CITY AND TOW SERVICE MUTUALLY AGREE AS FOLLOWS:

A. This Agreement's term shall be for the period beginning on June 1, 2014 and ending on May 31, 2015; except however, that this Agreement may be cancelled by either party upon giving the other party 30 days written notice of cancellation to the following addresses:

CITY OF MOLINE, ILLINOIS
Chief of Police
Moline Police Department
1640 - 6th Avenue
Moline, IL 61265

TOW SERVICE
Quad City Towing, Inc
2550 5th STREET
ROCK ISLAND, ILL
61201

B. This Agreement may be extended for an additional two-year term, commencing June 1, 2015 and ending on May 31, 2017, under the same terms and conditions set forth herein except those pertaining to the original one year Agreement term, provided Tow Service requests such an extension by giving the City written notice no later than 30 days prior to the Agreement's expiration and the City agrees to the request for extension. If the City does not agree to an extension, written notice of such disagreement shall be given to Tow Service within 10 days from receipt of the request and this Agreement shall then terminate on May 31, 2015. Any extension to this Agreement may be granted with higher service rate charges, provided said rate increase is specified in this original Agreement.

C. Repeated failure to provide services as specified in Section I, paragraph A of this Agreement, or to provide a wrecker within 30 minutes as required in Section I, paragraph B of this Agreement without being excused pursuant to Section I, paragraph D of this Agreement shall be grounds for immediate termination of this Agreement.

D. Before executing this Agreement, the City shall inspect and approve Tow Service's equipment and storage facilities and sites. After this initial inspection, and throughout the term of this Agreement, the City shall have the right to inspect all such equipment, facilities and sites, as well as all records of vehicle impounding, immobilizing or towing and related service charge collections, and vehicle sales and disposal, at any reasonable time during regular business hours. The City may, by written notice, order Tow Service to repair equipment, to make improvements to Tow Service's storage facilities and/or to correct collection or disposal practices within 10 days of such order, and failure to comply within 10 days shall be cause for terminating this Agreement.

E. Failure of one party to comply with any provision of this Agreement or to otherwise breach this Agreement shall be handled pursuant to this paragraph, unless such provision specifically provides for the handling of such failure or breach, in which case the specific provision shall control. Upon any other failure or breach, the compliant party must notify the non-compliant party, in writing, of the existence of such non-compliance with this Agreement. Upon receiving such notice, the non-compliant party shall have 10 days from the date of the written notice to remedy such non-compliance. If the specified non-compliance is not remedied within such time period, then this Contract may be terminated.

F. Either party's failure to enforce any right or remedy under this Agreement shall not thereafter be a waiver of any right to enforce the same or similar right or other rights under this Agreement.

G. Tow Service may not assign this Agreement.

H. This Agreement is executed and is to be performed in the State of Illinois, Rock Island County. Should any dispute arise concerning the performance of this Agreement or the interpretation of its terms, venue for dispute resolution shall be in the Circuit Court of the Fourteenth Judicial Circuit, Rock Island County, Illinois. Furthermore, this Agreement shall be enforced pursuant to the laws of the State of Illinois.

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

J. This Agreement constitutes the sole agreement of the parties and all prior negotiations or correspondence shall be deemed merged into this Agreement. The terms of this Agreement shall govern the rights of the parties exclusively. Notwithstanding, this Agreement incorporates by this reference the City's Notice to Bidders, Specifications, Bid Quotations and all other Bid Documents.

K. This Agreement shall not be modified or changed in any manner unless such modifications or changes are reduced to writing, approved by the Moline City Council and signed by all parties.

L. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable, and if for any reason any section or sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid.

IN WITNESS WHEREOF, the City and Tow Service have signed and sealed or caused their duly authorized officers, if any, to sign and seal this Agreement on the day and year first stated above.

CITY OF MOLINE, ILLINOIS

TOW SERVICE

Quad City Towing, Inc
(Company Name)

By: _____
Mayor

By: Paul J. A. PRESIDENT
(Title)

Attest: _____
City Clerk

Attest: Paul J. A. TREASURER
(Title)

Approved as to form:

Law Director

Authorized by action of the Moline City Council, Resolution No. _____

PARTNERSHIP: Insert names and addresses of all partners:

CORPORATION:

The undersigned certifies and warrants that s/he is duly authorized to execute this Certification on behalf of the Corporation in accordance with the Corporation's by-laws and that this Certification is binding upon the Corporation and is true and accurate.

Corporate Name: Quad City Towing, Inc

By: DANIEL L FORGIE SR. Dal 7 7/2

Title: PRESIDENT

Business Address: 2550 5th St ROCK ISLAND, IL 61201

Business Phone Number: 309-786-2600

Names of Corporate Officers: _____

President: Dal 7 7/2 DANIEL L. FORGIE SR.

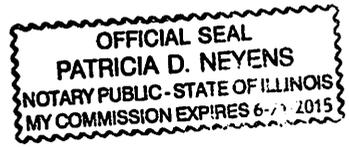
Secretary: Imagard Forgie Imagard Forgie

Treasurer: Dal 7 7/2 DANIEL L. FORGIE SR

Attest: Imagard Forgie
Secretary

Subscribed and sworn to before me on this 16 day of April, 2014.

(Seal)



Patricia D Nevens
NOTARY PUBLIC

**MEMORANDUM OF UNDERSTANDING
2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of May, 2014, by and between **THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)**, **THE CITY OF MOLINE, ILLINOIS (“Moline”)**, and **THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”)**, in regard to the joint application for funding available from the U. S. Department of Justice.

WITNESSETH:

WHEREAS, County, Moline, and Rock Island are eligible to submit a joint application for the aggregate of funds allocated to them under the 2014 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Rock Island County will serve in the capacity of Fiscal Agent for the 2014 JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, the participating agencies agree as follows:

Grant Administration. Rock Island County will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

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A. Upon receipt of the JAG funding, County will pay Moline the sum of \$15,539.40 as its portion of the grant for its Less Lethal Weapon Deployment Project.

B. Upon receipt of the JAG funding, County will pay Rock Island the sum of \$21,132.00 for the Police Officer Personnel Project.

C. Upon receipt of the JAG funding, County will retain the sum of \$4,074.60 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

D. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

E. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

F. Upon request by County, Moline and Rock Island will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

G. County, as the Fiscal Agent, will prepare and submit the required quarterly financial and program reports required under the grant.

Term: The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

Miscellaneous: Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may

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arise from the furnishing of services by the other parties.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

By: _____
Mayor

By: _____
Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved As To Form:

City Attorney

Approved As To Form:

City Attorney

**COUNTY OF ROCK ISLAND,
ILLINOIS**

By: _____
County Board Chairman

Attest:

Approved As To Form:
