



MOLINE CITY COUNCIL AGENDA

Tuesday, July 8, 2014

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

INVOCATION – Alderman Schoonmaker

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of June 17, 2014

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 4025-2014

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 Wells 4 Wellness 5K scheduled for Saturday, July 12, 2014.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4026-2014

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 Barrel House Anniversary Party scheduled for Sunday, August 16, 2014.

EXPLANATION: This is an inaugural event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1086-2014

A Resolution authorizing the Mayor and City Clerk to execute a collection service agreement with Penn Credit Corporation.

EXPLANATION: The Finance Department routinely solicits bids of contracted services every 3 to 5 years. The last Request for Proposal was performed in 2009 for collection services. Collection services are used once City staff has exhausted all efforts in trying to collect

outstanding balances. Ten proposals were received and reviewed. Penn Credit Corporation is the recommended vendor at a contingent, commission based fee of 19%.

FISCAL IMPACT: Collection of delinquent accounts receivables

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1087-2014

A Resolution authorizing the Mayor and City Clerk to enter into a Road Salt Purchase Agreement for 2014-2015 Season with the City of Davenport.

EXPLANATION: The City of Davenport has solicited bids for road salt with North American Salt Company submitting the lowest bid. As in the past, the City of Davenport has included the City of Moline in its bid process. The base bid for the City is for 3500 tons of salt at \$75.03 per ton to be delivered at CHS (Harvest States) River Terminal. The City of Davenport will invoice the City for 50 percent of its order between July 1, 2014, and July 10, 2014. The City has requested a reserve stockpile of 4000 tons for supplemental orders in quantities of at least 500 tons per order with 1000 tons guaranteed to be ordered by February 28, 2015, at \$88.63 per ton to be delivered to the salt building located at Public Works.

FISCAL IMPACT: \$357,500 is budgeted for this purchase. The remaining balance in the budgeted funds will be utilized to purchase additional salt as necessitated by the severity of winter conditions in 2014/2015.

PUBLIC NOTICE/RECORDING REQUIRED: N/A

5. Council Bill/Resolution 1088-2014

A Resolution authorizing the Mayor and City Clerk to execute Agreements for Sanitary Sewer Extension and Payment between the City of Moline and certain owners of real property located in the 3600 block of 33rd Avenue, Moline.

EXPLANATION: The City has agreed to extend its sanitary sewer to the 3600 block of 33rd Avenue. The executed agreements will allow participating property owners to pay their sewer tap-on assessment over a ten-year period at a simple interest rate of 2.8%.

FISCAL IMPACT: The tap-on assessments and associated interest will be deposited into 320-0000-433.33-11.

PUBLIC NOTICE/RECORDING: The executed agreements will be recorded by the Water Pollution Control Division.

OMNIBUS VOTE

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

Council Bill/Ordinance No.: 4025-2014

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 Wells 4 Wellness 5K Race to be held on Saturday, July 12, 2014.

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:

Saturday, July 12, 2014, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the 55th Street Boat Ramp parking lot to the southernmost side of River Drive

All lanes of River Drive from the easternmost side of Old River Drive to the easternmost side of the Celebration Belle parking lot.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

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/Ordinance No.: 4026-2014

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 Barrel House Anniversary Party to be held on Saturday, August 16, 2014.

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:

Saturday, August 16, 2014, from 6:00 a.m. until Sunday, August 17, 2014 at 11:00 a.m.

T – Parking Lot

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a collection service agreement with Penn Credit Corporation.

WHEREAS, collection services are used once City staff has exhausted all efforts to collect outstanding balances; and

WHEREAS, the City routinely solicits bids of contracted services every 3 to 5 years; and

WHEREAS, ten proposals were recently received and evaluated by the Finance committee; and

WHEREAS, staff recommends the acceptance of the proposal from Penn Credit Corporation to provide collection services with a lower contingent, commission-based fee of 19%.

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 a collection service agreement with Penn Credit Corporation at a contingent, commission based fee of 19%; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

July 8, 2014
Date

Passed: July 8, 2014

Approved: July 15, 2014

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

CONTRACT

This **CONTRACT** is being entered into as of _____, 2014 between **Penn Credit Corporation**, (hereinafter referred to as **PCC**), and the **City of Moline, IL** (hereinafter referred to as **CLIENT**).

PCC and **CLIENT** therefore agree that the following shall constitute the service conditions between **PCC** and **CLIENT** applicable to this engagement:

- 1. Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an employee, partner, joint venture, or associate of the other party. An employee of one party shall not be an employee or agency of the other party for any reason whatsoever.
- 2. Agent Relations:** The **CLIENT** agrees to employ **PCC** to investigate, communicate, and to take any and all reasonable and legal collection steps. All collection steps taken by **PCC** in the settlement and collection of assigned accounts will be in accordance with federal and state consumer protection laws, including the terms of the Fair Debt Collection Practices Act and procedures of ACA International, of which **PCC** shall remain a member in good standing.
- 3. Right of Endorsement:** The **CLIENT** grants and conveys to **PCC** the right of endorsement in clearing drafts, checks and notes for collection applicable to this Contract.
- 4. Releases and Return of Accounts:** **PCC** agrees to release and return specified accounts assigned and in process of collection within thirty (30) days of the receipt of a written request from the **CLIENT** or by any other date specified herein. Those accounts on which payment has been made within ninety (90) days prior to the written notice or is anticipated to have additional payments within one hundred eighty (180) days will remain with **PCC** for collection. All accounts returned will be listed in alphabetical order along with the current balance of each account.
- 5. Payment to Client (Member Payments):** The **CLIENT** agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor and/or third party corresponding to all accounts placed.
- 6. Accountings:** **PCC** agrees to report and pay to the **CLIENT**, net proceeds of all collections after the commission fee has been subtracted on a monthly basis; and the **CLIENT** will remit to **PCC** any proceeds due based on its collection efforts within thirty (30) days of billing. The **CLIENT** will be charged full commissions on any payments received by either **PCC** or **CLIENT** on/after the date accounts are placed with **PCC**. Said payment and reports will be submitted by **PCC** to **CLIENT** no later than the 20th day following the end of the calendar month.
- 7. Confidential Information:** Both Parties ("**Discloser**") will be supplying to the other (the "**Recipient**"), directly and/or indirectly, confidential information as relates to the method of its operations, which is proprietary to and solely owned by the respective party. Both parties agree during the term of the Contract and thereafter for the indefinite future, that the Recipient will not, without the express written consent of discloser, utilize or disclose any such information to any third party, except as necessary to fulfill the terms of this Contract.
- 8. FTC Red Flag Rules:** **PCC** shall maintain an Identity Theft Prevention Program in accordance with 16 C.F.R. Part 681 FTC Red Flag Rules throughout the life of the contract.

9. Indemnification.

- A. **CLIENT** shall defend, hold harmless and indemnify **PCC**, its shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against **PCC**, its shareholders, officers and employees of **PCC** arising out of the collection activities of **PCC** if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any of the following:
- i. Any negligent actions by **CLIENT**, its officers, employees or contractors, including any other collection agency; or
 - ii. Inaccuracy in any Account Information supplied by **CLIENT** to **PCC**, or failure by **CLIENT** to supply Account Information to **PCC**, including the failure to provide updated Account Information as it becomes available.
- B. **PCC** shall defend, hold harmless and indemnify **CLIENT**, its affiliates, shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against **CLIENT**, its affiliates, shareholders, officers and employees of **CLIENT** arising out of the collection activities of **PCC** if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any of the following:
- i. Any negligent actions by **PCC**, its officers, employees or contractors; or
 - ii. Failure by **PCC** to relay Account Information supplied by **CLIENT** to **PCC** to a Credit Bureau.
- C. The obligations of **CLIENT** and **PCC** under this Section 9 shall be continuing obligations of **CLIENT** and **PCC**, as the case may be, and shall specifically survive the termination of this Contract or any other Contract between **CLIENT** and **PCC**.

- 10. Term of Contract:** This Contract is continuing and will remain in effect until terminated by either party. Under such circumstances, the terminating party shall provide the other party sixty (60) days written notice, unless the parties shall mutually agree to terminate the Contract, at which time the Contract may be terminated immediately. **PCC** will be entitled to compensation on collections which occur for up to sixty (60) days after the termination date.
- 11. Contingency Commission Fee:** The contingency commission fee for this Contract shall be **19%**.
- 12. Assignment and Subleasing:** **PCC** shall not have the right to assign this Contract or sell, transfer or sublet any portion thereof without the express written consent of **CLIENT**; said consent of the **CLIENT** however shall not release or discharge **PCC** from any obligations hereunder.
- 13. Effect of Partial Invalidity:** The invalidity of any part of this Contract will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 14. Waiver:** Waiver by **CLIENT** of any breach of any covenant or duty of **PCC** under this Contract is not a waiver of a breach of any other covenant or duty of **PCC**, or of any subsequent breach of the same covenant or duty. Any waiver by **CLIENT** must be in writing to constitute a waiver.

15. Jurisdiction: This Contract shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Contract shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

16. Miscellaneous:

- a. This Contract and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
- b. This Contract contains the entire understanding between the parties hereto and supersedes any and all prior contracts, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
- c. The captions of the Contract are used for convenience of reference only and shall have no significance in construing the text of the Contract.

17. Notices: All notices provided for in this Contract shall be made in writing and shall be transmitted to the proper Authorized Representative and address shown below, unless advance written notice is provided to the other party notifying them that either the name of their designated Authorized Representative and/or his/her address has been changed. Proper notice shall be deemed given when it is either:

- a. Hand delivered to the Authorized Representative to whom the notice is addressed and a signed receipt is given, or
- b. Mailed by United States Post Office Registered Mail, Return Receipt Requested, with postage prepaid to the Authorized Representative at the address shown below:

PCC:

Donald C. Donagher, Jr., CEO
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104

Client:

Keith Verbeke, Finance Manager
City of Moline, IL
1616—6th Avenue
Moline, IL 61265

18. Mutual Agreement: In witness whereof, the respective parties hereto and their Authorized Representatives have mutually agreed to the provisions of this Contract as indicated below:

For: Penn Credit Corporation

By: Donald C. Donagher, Jr. CEO
Authorized Representative Name (Print) **Title**

Signature **Date**

For: City of Moline, IL

By: _____
Authorized Representative Name (Print) **Title**

Signature **Date**

Council Bill/Resolution No. 1087-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Road Salt Purchase Agreement for 2014-2015 Season with the City of Davenport.

WHEREAS, the City of Davenport has solicited bids for road salt with North American Salt Company submitting the lowest bid at \$75.03 per ton for the base bid and \$88.63 per ton for the supplemental order bid; and

WHEREAS, the City agrees to purchase 3500 tons of salt with the base bid at a cost of \$262,605.00 and \$88,630.00 for 1000 tons of the supplemental order by February 28, 2015; and

WHEREAS, sufficient funds are budgeted, and the City of Davenport will invoice the City between July 1, 2014, and July 10, 2014.

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 enter into a Road Salt Purchase Agreement for 2014-2015 Season with the City of Davenport.

CITY OF MOLINE, ILLINOIS

Mayor

July 8, 2014

Date

Passed: July 8, 2014

Approved: July 15, 2014

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

Council Bill/Resolution No.: 1088-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Agreements for Sanitary Sewer Extension and Payment between the City of Moline and certain owners of real property located in the 3600 block of 33rd Avenue, Moline.

WHEREAS, the City has constructed a new sanitary sewer main in the 3600 block of 33rd Avenue to establish public sanitary sewer service to an area in which seven properties do not currently have public sanitary sewer service; and

WHEREAS, the Moline Code of Ordinances requires that such property owners pay an assessment prior to connecting the wastewater piping from their premises to City-owned sanitary sewer mains; and

WHEREAS, the Committee-of-the-Whole has approved staff's recommendation that financing agreements, which allow the assessment to be paid over a ten-year period at a simple interest rate of 2.8%, be offered to the seven affected property owners; and

WHEREAS, execution and recording of the Agreements for Sanitary Sewer Extension and Payment would accomplish this objective.

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 Agreements for Sanitary Sewer Extension and Payment between the City of Moline and certain owners of real property located in the 3600 block of 33rd Avenue; provided, however, that said Agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

July 8, 2014

Date

Passed: July 8, 2014

Approved: July 15, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SANITARY SEWER EXTENSION AND PAYMENT

This Agreement made by and between XXXXXXXXXX and XXXXXXXXX, owners of XXXX 33rd Avenue (Parcel No. SM-XXXX) in the City of Moline, Illinois (“Owner”), and the City of Moline, an Illinois municipal corporation (“City”), to acknowledge and agree to the following terms with respect to the construction of a sanitary sewer main in the 3600 block of 33rd Avenue in the City of Moline, Illinois.

This Agreement pertains to the real property at XXXX 33rd Avenue, Moline, Illinois (Parcel No. SM-XXXX), legally described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

WHEREAS, six properties in the 3600 Block of 33rd Avenue are on septic systems; one property is undeveloped, and the majority of the property owners are interested in connecting to the City’s sanitary sewer system; and

WHEREAS, when a septic system fails or a property owner desires to connect to the sanitary sewer, Moline City Code requires property owners to extend the public sanitary sewer to their property if 1) the property is within 300 feet of the public sanitary sewer and 2) the property can be served with sanitary sewer “by employment of customary engineering methods,” i.e. gravity; and

WHEREAS, in this location, the closest sanitary sewer that can be used by gravity is 690’ away. As such, City staff proposed to use WPC reserves to fund the installation of a public main extension to serve all seven properties and the Moline City Council approved a contract for Residential Sanitary Sewer Installation at its April 1, 2014 meeting that included this Project as Resolution 1047-2014; and

WHEREAS, the total estimated cost of the main extension is approximately \$135,000. The property owners at this location propose to participate in the cost of the project by funding their pro rata share of the cost, also known and referred to as tap-on fees. The estimated cost to the property owners is \$38,465, resulting in an estimated cost to the City of \$96,535.

Therefore, the City and the Owner agree as follows:

1. The City will fund and construct the sanitary sewer extension to the 3600 Block of 33rd Avenue (“the Project”). The Project has been bid as part of a larger contract for residential sanitary sewer extension accordance with the City’s customary competitive bidding process and using its standard bid specifications for sanitary sewer projects. The bid received for the Project

is \$135,933. The City and Owner understand and acknowledge that the actual cost of the Project may be higher or lower depending on actual quantities used and any change orders that may be necessary for completion of the Project. The final actual cost will not be known until the Project is completed.

2. As there are seven properties that can be served by this Project, the Owner shall pay 1/7th of the actual construction costs associated with the portion of the work that is east of the center manhole on the 3600 block of 33rd Avenue.

3. The Owner agrees to reimburse the City his or her share in equal payments over ten (10) years at 2.8% interest. There will be no penalty for pre-payment. The City shall invoice the Owner in quarterly installments on the Owner's utility bill for water and sewer services, and the Owner shall make the quarterly payment in accordance with the applicable provisions of the Moline Code of Ordinances.

4. If Owner is in default of this Agreement by failing to make a timely payment, City has the following remedies:

- (1) City may demand immediate payment of all amounts owed by Owner to City under this Agreement.
- (2) City may make use of any remedy City has under local, state or federal law.
- (3) City may suspend water service to Property until payment is made.

By selecting any one or more of these remedies City does not give up its right to later use any other remedy. By deciding not to use any remedy should Owner default, City does not waive its right to later consider the event a default if it happens again.

5. Owner and City acknowledge and agree that this Agreement does not pertain to any sanitary sewer user fees and costs that will apply after installation of the sanitary sewer nor to any future sanitary sewer issues that may arise, and any such fees due and issues shall be handled according to the provisions of the Moline Code of Ordinances in effect at the time.

6. This Agreement shall be recorded against the Property with the Rock Island County Recorder of Deeds. Upon full payment by Owner pursuant to this Agreement, the City shall record a release of this Agreement. This agreement is binding on all successors, assigns and subsequent purchasers until payment is made in full.

IN WITNESS WHEREOF, the Owner has executed this Agreement on the date set forth below.

OWNER

By: _____

By: _____

Dated: _____

CITY OF MOLINE, ILLINOIS

By: _____

Attest: _____

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

Dated: _____

THIS INSTRUMENT PREPARED BY & RETURN TO:

Maureen E. Riggs, City Attorney
City Hall, 619 16th Street
Moline, IL 61265
Email: mriggs@moline.il.us / Phone: 309-524-2010

EXHIBIT A
LEGAL DESCRIPTION