

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, August 5, 2014

Oath of Office

Mayor's Appointment of John Zelnio to 4th Ward Alderman to fill the unexpired term of Dick Brown to expire April 30, 2017.

Mayor's Board Appointments

Mayor's reappointment of Chuck Capan to the Moline Housing Authority Board for a full five year term to expire July 31, 2019.

Presentation

August 2014 Neighbor of the Month Winners: Commercial – Los Agaves, 5304 23 Avenue; Residential – The Justice Family, 431 20 Avenue; Melanie and Harlan Justice.

Questions on the Agenda

Agenda Items

- 1. Amendment to Intergovernmental Agreement with MetroLINK.** (J.D. Schulte, Fleet Services Manager)
- 2. North Slope Improvements Project – IEPA Loan Application.** (Greg Swanson, Utilities General Manager)
- 3. North Slope Improvements Project – IEPA Loan Authorization Ordinance.** (Greg Swanson, Utilities General Manager)
- 4. North Slope Improvements Project – Construction Engineering Services.** (Greg Swanson, Utilities General Manager)
- 5. Approval of an IMPACT Memorandum of Understanding for the North Slope WWTP Improvement Project.** (Mike Waldron, Public Works Director)
- 6. Approval to purchase a new Livescan fingerprinting system from iTouch Biometrics.** (Nate Scott, Information Technology Manager)
- 7. Cost Sharing Agreement with School District 40 for Liaison Officers.** (Kim Hankins, Public Safety Director)
- 8. Proposal for the removal and disposal of asbestos in the building located at 1217, 1219, and 1221 5th Avenue, Moline.** (Ray Forsythe, Planning & Development Director)
- 9. Other.**

Explanation

1. Amendment to Intergovernmental Agreement with MetroLINK. (J.D. Schulte, Fleet Services Manager)

Explanation: The City entered into an intergovernmental agreement with Rock Island County Metropolitan Mass Transit District (MetroLINK) on March 5, 2002, and a subsequent amendment on December 18, 2012, for MetroLINK's placement of a compressed natural gas fueling station and fueling equipment at the City's Public Works fuel island located at 3635 4th Avenue. The agreement allows MetroLINK to dispense compressed natural gas at the fuel island. Paragraph 7 of the Agreement provides, in part, that MetroLINK would provide up to fifty hours of local bus service annually to the City for its Parks and Recreation programs as specified by the City; however, the Federal Transit Authority no longer allows such charter service pursuant to the Charter Service Rule, 49 CFR Part 604 (73 FR 2326). In lieu thereof, MetroLINK has agreed to remit a one-time payment of \$18,000.00 to the City as a contribution or subsidy to the cost of the City's replacement of the fuel island's canopy that was damaged during storms in 2013, and the City has agreed to permanently waive or delete from the Agreement MetroLINK's responsibility to provide the annual bus service to the City. The new canopy will be expanded in size to cover and better protect MetroLINK's fuel dispensers, thereby extending their useful life. This amendment to the intergovernmental agreement incorporates these changes. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$18,000.00 from MetroLINK
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Financially Strong City

2. North Slope Improvements Project – IEPA Loan Application. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to submit a loan application, financial information checklist and other required documentation to the Illinois Environmental Protection Agency's Water Pollution Control Loan Program. This submittal will fulfill certain specific requirements of the Loan Program and will position the City to receive a \$44.4 million low interest loan for construction of the North Slope Improvements Project.

Staff Recommendation: Approval.
Fiscal Impact: This low interest loan will provide project funding at an interest rate that is significantly less than that which is available through general obligation or revenue bonds.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities

3. North Slope Improvements Project – IEPA Loan Authorization Ordinance. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking approval of a Special Ordinance authorizing the City to borrow funds from the Illinois Environmental Protection Agency's Water Pollution Control Loan Program for the construction of the North Slope Improvements Project. The Loan Program rules require that the City adopt this Special Ordinance prior to issuance of a low interest loan agreement. This item will also appear on the City Council Agenda on August 5, 2014 under "Items Not on Consent" for first reading.

Staff Recommendation: Approval
Fiscal Impact: This Special Ordinance supports the City's goal of obtaining a low interest loan for construction of the North Slope Improvements Project.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities

4. North Slope Improvements Project – Construction Engineering Services. (Greg Swanson, Utilities General Manager)

Explanation: Staff is seeking authorization to execute an amendment to the existing engineering services contract with Strand Associates Inc., in the amount \$3,550,000.00. This amendment will provide for engineering services that are required to complete the bidding and construction phases of the North Slope Wastewater Treatment Plant Improvements Project. Strand Associates Inc. is best qualified to provide the required professional services due to their thorough knowledge of the project design and site constraints.

Staff Recommendation: Approval

Fiscal Impact: This expenditure will be funded by a low interest loan from the Water Pollution Control Loan Program

Public Notice/Recording: N/A

Goals Impacted: Improved City Infrastructure & Facilities

5. Approval of an IMPACT Memorandum of Understanding for the North Slope WWTP Improvement Project. (Mike Waldron, Public Works Director)

Explanation: The Illowa Construction Labor and Management Council (Illowa) requests the City of Moline enter into an IMPACT Memorandum of Understanding for the construction of the North Slope Waste Water Treatment Plant Improvement Project. Illowa states that the IMPACT agreement will provide increased contractor productivity through the employment of craftsmen who have completed an accredited apprenticeship program and ensure that labor work stoppages, labor job disruptions, or labor strikes do not occur for any reason. The City of Moline previously entered into IMPACT agreements for the construction of the Police Station, Library, Midtown Parking Ramp projects, and Fire Station Renovations. This item will also appear on the City Council Agenda on August 5, 2014, under “Items Not on Consent” for first reading in order to ensure that potential bidders have sufficient notice of this change.

Staff Recommendation: Staff recommends approval of the IMPACT Memorandum of Understanding

Fiscal Impact: N/A

Goals Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

6. Approval to purchase a new Livescan fingerprinting system from iTouch Biometrics. (Nate Scott, Information Technology Manager)

Explanation: State requirements changed unexpectedly this year for fee applicant processing of liquor licenses, which are processed in-house using the Police Department’s Livescan fingerprinting machine. The current system’s maintenance agreement does not include an upgrade for a camera with a new Windows operating system. IT and Police staff worked together to publish an RFP, review the responses, and view online demos of the two lowest-cost systems. iTouch Biometrics from Schaumburg, Illinois, was the most responsible and responsive bidder. Staff recommends purchase of a new system from iTouch Biometrics at a cost not to exceed \$20,000.00. The final total purchase price will most likely be \$16,500.00, pending validation of the system’s necessary configuration.

Staff Recommendation: Staff recommends approval of this resolution.

Fiscal Impact: \$6,100.00 from Information Technology’s Hardware Maintenance account; remaining amount, not to exceed \$13,900.00, from Police Drug Forfeiture funds.

Public Notice/Recording: N/A

Goals Impacted: Improved City Infrastructure & Facilities; Financially Strong City

7. Cost Sharing Agreement with School District 40 for Liaison Officers. (Kim Hankins, Public Safety Director)

Explanation: Reimbursement agreement with respect to the four police officers assigned to Moline School District 40 during the 2014-2015 school year. The school district will reimburse 45 percent of

the salary and benefit costs for the officers assigned at Moline High School, the Alternative High School, and Wilson and John Deere Middle Schools.

Staff Recommendation: Approve execution of the agreement.
Fiscal Impact: Reimbursement of \$202,490.
Public Notice/Recording: No.
Goals Impacted: Financially Strong City; A Great Place to Live

8. Proposal by Environmental Management Services of Iowa, Inc. for the removal and disposal of asbestos in the building located at 1217, 1219 & 1221 5th Avenue, Moline. (Ray Forsythe, Planning & Development Director)

Explanation: The City recently purchased this 5th Avenue property with the intention of demolishing the building. Prior to the demolition, it is necessary to remove the environmental hazards in the structure. Bids were solicited for the work and Environmental Management Services of Iowa, Inc. submitted the lowest responsible and responsive bid proposal. The cost of the remediation is \$19,660.00, with an Illinois EAP Notification Fee of \$150.00, for a total of \$19,810.00. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$19,810.00 from the TIF #1 Fund
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Financially Strong City





SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

**CITY OF MOLINE, ILLINOIS and
ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT**

This Second Amendment to Intergovernmental Agreement is made this ____ day of April, 2014, by and between the CITY OF MOLINE, ILLINOIS, an Illinois Municipal Corporation (“City”) and ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT, an Illinois Municipal Corporation (“MetroLINK”), and in the consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

RECITALS

WHEREAS, MetroLINK instituted a program to encourage the use of natural gas as a fuel to power certain of its vehicles and vehicles of other entities and executed an Intergovernmental Agreement (“Agreement”) with the City to locate a compressed natural gas fueling station and fueling equipment at the City’s Public Works fuel island at 3635 4th Avenue, Moline; and

WHEREAS, the Agreement was executed March 5, 2002, for a term of seven years with an option for renewal of an additional seven years; and

WHEREAS, an amendment to the Agreement was executed December 18, 2012, to extend the renewal term for a ten-year period commencing December 18, 2012, with an automatic renewal of an additional ten years; and

WHEREAS, Paragraph 7 of the Agreement provides, in part, that MetroLINK would provide up to fifty hours of local bus service annually to the City for its Parks and Recreation Summer Program, or other Park and Recreation Programs as specified by the City; however, the Federal Transit Authority no longer allows such charter service pursuant to the Charter Service Rule, 49 CFR Part 604 (73 FR 2326); and

WHEREAS, MetroLINK has agreed to remit a one-time payment of \$18,000 to the City, and the City has agreed said sum is adequate consideration to the City for the following: the City’s permanent waiver or deletion of MetroLINK’s responsibility to provide the above-described annual bus service to the City; and a contribution or subsidy to the cost of the City’s replacement of the fuel island’s canopy that was damaged during storms in 2013, with the new canopy to be expanded in size to cover and better protect MetroLINK’s fuel dispensers (thereby extending the useful life of the fuel dispensers).

NOW, THEREFORE, pursuant to the appropriate constitutional and statutory provisions granting intergovernmental cooperation between units of local government, and in the exercise of the City’s home rule power, the City and MetroLINK hereby agree to amend the Intergovernmental Agreement of March 5, 2002 and its Amendment of December 18, 2012, copies of which are attached hereto and incorporated herein by reference thereto as Exhibit A, as follows:

1. One new Paragraph 1.A. is hereby added, which shall read as follows:

1.A. MetroLINK agrees to remit payment of Eighteen Thousand and 00/100 Dollars (\$18,000) to the City to subsidize the replacement cost of the fuel island canopy that was damaged as a result of weather. The replacement canopy has been designed to extend over MetroLINK's fuel dispensers to better protect them from the elements, thereby extending their useful life.

2. Paragraph 7 is hereby amended to delete the provision of annual bus service to the City by MetroLINK and shall read as follows:

7. MetroLINK shall pay for all utilities it uses, including gas, electricity, water, phone, etc. The City agrees to waive any future taxes which it may impose on natural gas, for product used by MetroLINK in its fleet. Both the City and MetroLINK acknowledge that each is a governmental entity, currently exempt from property taxes generally under the Illinois Compiled Statutes. Should taxes be assessed against the premises because of MetroLINK's use of the premises, MetroLINK agrees to indemnify and hold harmless the City from such taxes; provided, however, that the City works diligently and in good faith with MetroLINK to clear and eliminate the imposition of any such issues.

3. All other provisions of the Intergovernmental Agreement of March 5, 2002 and its Amendment of December 18, 2012, which are not specifically referenced in this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

ROCK ISLAND COUNTY
METROPOLITAN MASS TRANSIT DISTRICT,
an Illinois municipal corporation

By: _____
Scott Raes, Mayor

By: Lawrence W. Lorensen
Lawrence Lorensen, Board Chairman

Attest: _____
Tracy A. Koranda, City Clerk

Attest: Robert Baecke
Robert Baecke, Secretary/Treasurer

Approved as to form:
Maureen E. Riggs
Maureen E. Riggs, City Attorney

Approved as to form:
Roger Strandlund
Roger Strandlund, Attorney

**Water Pollution Control Loan Program (WPCLP)
Loan Application Form**

Applicant Information

L17# 4969

1. Legal Name of Applicant: City of Moline

2. Applicant Address: 619 16th Street
Moline, IL 61265

Project Description: North Slope Wastewater Treatment Plant Improvements

Federal Employer Identification Number
(FEIN)*: 36-6005999

* Submit FEIN Certification (attached)

3. Authorized Representative:

Name: Gregory A. Swanson Title: Utilities General Manager
Phone: 309-524-2301 Email: gswanson@moline.il.us

4. Engineer:

Name: Troy W. Stinson, P.E. Firm: Strand Associates, Inc.
Address: 910 West Wingra Drive Phone: (608) 251-4843
Madison, WI 53715 Email: troy.stinson@strand.com

5. Attorney:

Name: Maureen Riggs Firm: City of Moline
Address: 619 - 16th Street Phone: 309-524-2013
Moline, IL 61265 Email: mriggs@moline.il.us

6. Include detailed construction cost estimate in bid format as part of this application and summarize below:

| | | |
|--------------------------|----|------------|
| Construction | \$ | 39,642,000 |
| Legal/Financial | \$ | 10,500 |
| Design Engineering | \$ | 1,927,500 |
| Construction Engineering | \$ | 3,550,000 |
| Other | \$ | 270,000 |
| Contingency | \$ | 1,982,100 |
| Total | \$ | 47,382,100 |

7. Amount requested for loan \$ 44,400,000

8. Loan repayment period requested (maximum term is 20 years): 20 years

20 Years

Other (____ number of years)

9. List any other proposed sources of funding in addition to loan request:

Source: Sewer Revenue and Reserve Funds Amount: \$2,982,100

Date Available: Immediately

10. Project Schedule (Indicate "complete" or anticipated date of completion as appropriate)

a) Approved Facilities Planning: October 21, 2013

b) Plans and Specifications completed and submitted to Illinois EPA: March, 28, 2014

c) Illinois EPA Permit issued: June 27, 2014

d) Approved Operation, Maintenance and Replacement Revenue System and Dedicated Source of Revenue: August 2014

e) Advertise for Bids: July 2014

f) Initiation of Construction: November 2014

g) Completion of Construction: June 2017

Loan Program Certifications

- Whereas, the application provisions for loans from the Water Pollution Control Loan Program require that the loan applicant provide the following certifications and assurances:

The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant \$ \$2,982,000

Source of funds Sewer Revenue and Reserve Funds

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its 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) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them 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 antitrust 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

Whereas application provisions for loans from the Water Pollution Control Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and

Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and

Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:

Now therefore, be it resolved that the City of Moline, Illinois will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17# 4969 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS, AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way, and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way, and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

| <u>Type of Permit</u> | <u>Permit Number</u> | <u>Date Issued</u> |
|------------------------|----------------------|--------------------|
| Army Corps of Eng. 404 | | pending |
| IL Dept. of Trans. | N/A | |
| County Highway | N/A | |
| Other | | |

AUTHORIZATION OF A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

Whereas, application provisions for loans from the Water Pollution Control Loan Program require that the City of Moline, Illinois authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City of Moline, Illinois that See Listing Below is hereby authorized to sign all loan application forms and documents.

Authorized Representatives: Scott J. Raes, Gregory A. Swanson, and Scott R. Hinton

I, Gregory A. Swanson hereby verify that the above information is, to the best of my knowledge, true and correct.

Date: _____ Signed by: _____

(Authorized Representative)

Title: Utilities General Manager

Attested by: _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: City of Moline

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number 36-500999

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____ Date: _____

**Water Pollution Control Loan Program (WPCLP)
Financial Information Requirements and**

Financial Information Checklist

Loan Applicant:

City of Moline

Loan Number:

LIT# 4969

Please provide detailed answers or submit information as indicated:

1. Please submit a copy of the certified ordinance (the bond ordinance) authorizing the debt to be incurred. If a subordinate lien is proposed, the certified ordinance authorizing debt must have provisions for equivalent accounts and coverage. Loan applicants, or their attorneys, are encouraged to contact Vera Herst at the Illinois EPA, Division of Legal Counsel, at 217/782-5544 or at vera.herst@illinois.gov with questions about this requirement.
2. Please submit a signed legal opinion with respect to the validity and enforceability of the applicant's obligations (the bond ordinance) and the absence of conflicts with other agreements, bonds or ordinances.
3. Please provide a detailed demonstration that the dedicated source of revenue; generally the revenues of the system, will provide adequate revenues to repay the loan in accordance with the terms of the loan agreement. The detailed demonstration should very simply "demonstrate" that the loan applicant is planning for, and budgeting for, the amount of the debt service obligation associated with this loan. Please complete EITHER Section A OR Section B below, as appropriate:
 - A. Sewer Revenue System – Complete Section A if the dedicated source of revenue for loan repayment is the Sewer Revenue System (wastewater rates and charges).
 1. Please submit a detailed Operation, Maintenance and Replacement (OM&R) budget, summarizing revenues and expenditures for the system, for the most recent fiscal year of operation.
 2. Is an annual review of the Sewer Revenue System and other sewer related service charges being performed?
 3. Is the Sewer Revenue System producing sufficient revenue to fully accommodate OM&R costs, including the future debt service amount associated with this loan?
 4. Will a rate increase, or other revenue adjustment, be required to fully accommodate OM&R costs, including the future debt service amount associated with this loan?
 5. If the answer to question 4 (above) is "yes", provide details on the amount of the rate increase or other adjustment required, and a projected schedule for implementation of the change.
 6. Provide the net amount projected to be available on an annual basis for loan repayment, either through current sewer revenues or a planned rate increase.

- B. Off-System Revenue – Complete Section B if the dedicated source of revenue for loan repayment is something other than the Sewer Revenue System (wastewater rates and charges).
1. Please provide a statement detailing the source of the proposed repayment funds; i.e. general fund revenue, property tax revenue, etc.
 2. Please submit a detailed budget for the proposed repayment source, summarizing revenues and expenditures for the most recent fiscal year.
 3. Is the proposed repayment source producing sufficient revenue to fully accommodate both the current budget obligations and the future debt service amount associated with this loan?
 4. Will a revenue adjustment be required to fully accommodate the current budget obligations and the future debt service amount associated with this loan?
 5. If the answer to question 4 (above) is “yes”, provide details on the nature and amount of the adjustment required, and a projected schedule for implementation of the change.
 6. Provide the net amount projected to be available on an annual basis for loan repayment, either through current revenue or revenue forecast to be available.
4. Please submit copies of the Sewer Use and Sewer Rate ordinances that are currently in place. Alternatively, provide the electronic reference to these documents on-line.
 5. Please submit a copy of your most recently completed Financial and Compliance Audit.
 6. Please provide a signed copy of the Tax Exemption Certificate and Agreement. This document can be accessed on the Agency’s website at:
<http://www.epa.state.il.us/water/financial-assistance/forms/tax-exempt-certificate.pdf> or by telephone at 217/782-2027.
 7. Are other entities substantially benefiting (greater than 5%) from the project?

 Yes No

Please submit copies of any applicable service agreement(s) with substantial beneficiaries.

I hereby certify that the above information is, to the best of my knowledge, true and accurate.

(Authorized Representative)

(Date)

Financial Information Requirements

Prior to the issuance of a loan agreement, the loan applicant must provide detailed and sufficient information to allow the Agency to determine that, 1) the applicant is financially capable, 2) has pledged a Dedicated Source of Revenue that is adequate to retire the debt and meet any covenants and requirements in the loan agreement, and 3) has established a Water Use and Water Revenue System, where applicable, that will generate adequate revenues to repay the loan and accommodate costs for operation, maintenance and replacement of the facilities to be constructed.

These financial information requirements can generally be accomplished by completing the Financial Information Checklist above, which will necessarily involve the enactment of an ordinance or other legal instrument authorizing the debt to be incurred, and the development and enactment of an ordinance or other legal instrument establishing a Water Use System and Water Revenue System, where applicable. If a Water Revenue System has been previously approved by the Agency, evidence will be required to assure that the system has been adequately maintained, is being enforced and will continue to produce adequate revenues.

This brief summary of PWSLP loan rules, Agency review procedures, and information that must be submitted for the Agency's review is being provided along with the Financial Information Checklist above to provide guidance for potential loan recipients.

Financial Capability

The Agency will require the loan applicant to demonstrate that it has the legal, financial, managerial and institutional capability to retire the loan and to construct, operate and maintain the project for the life of the facilities to be constructed. The applicant must also demonstrate the ability to meet any covenants contained in the loan agreement.

The Agency's Financial Capability review will be conducted using items submitted as part of the loan application, including our review of the Dedicated Source of Revenue and the Water Revenue System as detailed below. If the Agency is unable to make a Financial Capability determination based on the loan application, the submission of additional financial data, including audited financial statements, may be required.

Dedicated Source of Revenue

The Agency will require that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Prior to the Agency's approval of the dedicated source(s) of revenue, the applicant must demonstrate that the pledged revenue source(s) will generate adequate revenues to make loan repayments for the term of the loan. The term of the loan will be specified in the loan agreement, but shall not exceed 20 years from the initiation of operation date contained in

the loan agreement. Additional points that must be considered during the development of the dedicated source of revenue are:

- The dedicated source of revenue is usually pledged by the loan applicant in the form of an adopted ordinance that pledges a specific and dedicated source of revenue for repayment of the loan. The adopted ordinance will in most cases pledge a very stable source of revenue, such as revenues of the system, in the form of a revenue bond. General obligation and alternate bond ordinances are also acceptable. The loan applicant will be responsible for meeting all publication requirements, including publication of the Notice of Intent to Borrow Funds and Right to File a Petition, where applicable.
- In the case of revenue bonds, the Agency will require that debt service coverage requirements for the IEPA loan be equal to any outstanding senior debt that is payable from revenues of the system, or from other revenues that are pledged for repayment of the loan. If a Water Revenue System is used, the rate ordinance and the rates must be adopted prior to first disbursement on the loan. State law requires a 1.25 x coverage test for alternate bonds, and parity revenue bonds must also meet the covenants made to outstanding investors.
- The Agency will require the loan applicant to furnish a legal opinion verifying the legality and acceptability of the ordinance and other elements of the debt instrument selected for repayment of the loan. This opinion will necessarily address the validity and enforceability of the loan recipient's obligations and the absence of conflicts with other agreements, bonds or ordinances. Retention of bond counsel is optional.

Water Revenue System

The Agency will require the loan applicant to establish a Water Revenue System, or alternative revenue collection system that will generate adequate revenues to make loan repayments for the term of the loan and to accommodate costs for operation, maintenance and replacement of the facilities to be constructed. The establishment of a Water Revenue System is generally accomplished by the development and enactment of an ordinance establishing a Water Use and Water Revenue Rate System to govern terms and charges for use of the system. If alternative revenue sources (not system revenues) will be dedicated to the project, other appropriate legal instruments will be required to secure a revenue stream and ensure debt service on the loan.

If the applicant has a previously approved Water Revenue System, the Agency will review the system to ascertain that the system was enacted and has been maintained in accordance with the previous approval and that it will continue to produce adequate revenues for the proposed project.

City of Moline – L17# 4969
Loan Application & Financial Information Supporting Documents
August 2014

- Certified Loan Authorization Ordinance
- Signed Legal Opinion regarding Authorization Ordinance
- Operation, Maintenance and Replacement (OM&R) Demonstration
- Sewer Use and Sewer Rate Ordinances
- Most recent Financial and Compliance Audit
- Tax Exemption Certificate and Agreement

Council Bill/Special Ordinance No. _____
Sponsor: _____

AN ORDINANCE

AUTHORIZING the City of Moline, Rock Island County, Illinois, to borrow funds from the Water Pollution Control Loan Program.

WHEREAS, the City of Moline, Rock Island County, Illinois (“City of Moline”), operates its sewerage system (“the System”) and in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City of Moline (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interests of the public health, safety, and welfare to improve the System, including the following:

Comprehensive renovation and upgrade of the North Slope Wastewater Treatment Plant including but not limited to a new influent pumping and screening building, clarifier modifications, aeration tank modification to conventional activated sludge, two new final clarifiers, new RAW/WAS pumping building, new chlorine contact tank, excess flow tank modifications, additions to the bio-solids storage and handling facilities and a new control building;

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Moline, which Project has a useful life of fifty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$47,382,100, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Moline from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Moline is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$44,400,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Moline shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Moline and the Illinois Environmental Protection Agency.

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

SECTION 1. INCORPORATION OF PREAMBLES. That the Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS. That it is necessary and in the best interests of the City of Moline to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Moline in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$44,400,000.

SECTION 3. ADDITIONAL ORDINANCES. That the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Moline may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Moline to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY OF MOLINE. That repayment of the loan to the Illinois Environmental Protection Agency by the City of Moline pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Moline within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN. That the Utilities General Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT. That Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF MAYOR AND CITY CLERK TO EXECUTE LOAN AGREEMENT. That the Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor and City Clerk for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY. That if any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER. That all ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

STATE OF ILLINOIS)
)
ROCK ISLAND COUNTY) SS

I, Tracy A. Koranda, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, Special Ordinance _____-2014 is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the _____ day of August, 2014.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this _____ day of _____, 2014.

Tracy A. Koranda
City Clerk

(Seal)



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

July 14, 2014

City of Moline
Moline Water Plant
30 18th Street
Moline, IL 61265

Attention: Mr. Gregory A. Swanson, Utilities General Manager

Re: Amendment No. 1 to the November 21, 2012 , Agreement for Design Services
North Slope Wastewater Treatment Plant Improvements

This is Amendment No. 1 to the referenced Agreement, to incorporate bidding- and construction phase services.

Under **Scope of Services**, after Miscellaneous Design Services, ADD the following:

“Bidding-Related Services

1. Distribute digital bidding documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.
2. Submit Advertisement to Bid to OWNER for publishing.
3. Prepare addenda and answer questions during bidding.
4. Attend the prebid meeting, bid opening, tabulate and analyze bid results, prepare Contract Documents for signature, and assist OWNER in the award of the Construction Contract.
5. Submit IEPA checklist and bid forms to IEPA for review and approval.

Construction Phase Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor’s shop drawing submittals, review of contractor’s periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide resident project representative for full-time observation of construction for up to 32 months. In furnishing observation services, ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or

City of Moline
Page 2
July 18, 2014

- programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
3. Provide start-up assistance including consultation with OWNER, operation assistance during start-up, response to operator's inquiries, and classroom training sessions.
 4. Prepare an Operation and Maintenance Manual for the project including sections on operation of treatment processes at the facility, and a compilation of manufacturer-provided materials. Manual will include two paper copies, one permanently bound, and an electronic version including the above information, project drawings and specifications, and training information.
 5. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
 6. Provide supervisory control and data acquisition programming for Operator Interface and Reports Configuration as specified in the Specification Section 16940.
 7. Assist OWNER in completing the monthly IEPA request for loan disbursement during construction, including required attachments. Submit the monthly request for IEPA loan disbursement to IEPA electronically.
 8. Provide ongoing assistance to OWNER during period following project's final completion and extending through the contractor 12-month warranty period. Closeout efforts will include office time and on-site time to assist with resolution of contractor or equipment warranty issues and answering OWNER's questions on operation of the new facilities."

Under **Service Elements Not Included**, DELETE item no. 3 in its entirety.

REPLACE **Compensation** with the following:

"OWNER shall compensate ENGINEER for Design Services and Miscellaneous Design Services a lump sum of \$1,927,500.

OWNER shall compensate ENGINEER for Bidding-Related Services and Construction Phase Services an estimated fee of \$3,550,000 allocated as follows:

| | |
|--|-------------------|
| Direct Labor Costs | \$1,013,800 |
| Indirect Costs (Direct Labor × 1.5945) | \$1,616,500 |
| Other Direct Costs (expenses), lodging, mailings, mileage, meals, phone, computer, equipment, printing, materials, and supplies | \$ 426,000 |
| Fixed Fee | <u>\$ 493,700</u> |
| Estimated Fee | \$3,550,000 |

City of Moline
Page 3
July 18, 2014

Payment shall be based on ENGINEER's above costs plus the fixed fee.

Costs for Bidding-Related Services and Construction Phase Services have been allocated as follows:

| Scope Item | Cost |
|--|------------------|
| Bidding-Related Services | \$ 50,000 |
| Construction Phase Services: | |
| 1. Project Communication and Contract Administration | \$1,650,000 |
| 2. Resident Project Representative | \$1,300,000 |
| 3. Start-up and Training | \$ 170,000 |
| 4. Operation and Maintenance Manual | \$ 190,000 |
| 5. Record Drawings | \$ 20,000 |
| 6. SCADA Services | \$ 125,000 |
| 7. Loan Assistance Services | \$ 10,000 |
| 8. Project Closeout Services | <u>\$ 35,000</u> |
| Estimated Fee | \$3,550,000 |

Note: The subtotals for itemized scope items are estimates. The distribution of costs under this Agreement may vary from the amounts shown within the total estimated fee.

Expenses incurred for the estimated fee such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fee for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The lump sum and estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes."

Under **Schedule ADD** the following to the table:

| Service Element | Anticipated Completion Date |
|-----------------------------|-----------------------------|
| Construction Phase Services | *June 2017 |

City of Moline
Page 4
July 18, 2014

*The actual completion date of Construction Phase Services will be dependent on the contract award date and the contractor's ability to complete the project within the specified 32-month construction period."

ADD the following after **Opinion of Probable Cost**:

"Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MOLINE

Matthew S. Richards
Corporate Secretary

Date

Gregory A. Swanson
Utilities General Manager

Date

**ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL**

IMPACT™

MEMORANDUM OF UNDERSTANDING

City of Moline

**North Slope Wastewater Treatment Plant Improvements
Moline, Illinois**

MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, **the signatories to this document will provide the following:**

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this **IMPACT** Agreement. Any economic disputes will be handled in accordance with the provisions of Article XIV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-construction meeting as outlined in Article V, shall be scheduled for each **IMPACT** project.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process.

**ARTICLE I
RECOGNITION**

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an **IMPACT** Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All contractors and/or contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

**ARTICLE II
UNION SECURITY**

Any employee, who, at the time of employment, is a member in good standing of any AFL-CIO Building Trades Union shall be considered in compliance with the Union Security Article.

**ARTICLE III
NON-DISCRIMINATION**

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

ARTICLE IV
SCOPE OF WORK

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractors signatory to this memorandum.

This Memorandum of Understanding shall apply only to those projects set forth herein:

OWNER: City of Moline

PROJECT: North Slope Wastewater Treatment Plant Improvements

LOCATION: North of River Drive, Moline & East of Rock Island Border

BID DATE: August 22, 2014

ARTICLE V
PRE-CONSTRUCTION MEETING

In order to assure that all parties have a clear understanding of the construction project, IMPACT Agreement, and to promote labor and management cooperation, a pre-construction meeting shall be held with all signatory parties and the general contractor or construction manager prior to the start of the project. The general contractor or construction manager will discuss the scope of work, schedule, and specifications of the construction project.

MANDATORY pre-construction meeting outline:

- A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Managemet Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.
- B. Representatives of the general contractor or construction manager and Tri-Cty Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE VI
UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects, subject to contractor and owner regulations.

ARTICLE VII
WAGES & BENEFITS

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

ARTICLE VIII
HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Years Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ARTICLE IX
SUPERVISION

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

ARTICLE X
WORK HOURS PER DAY

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the company and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

ARTICLE XI
SAFETY

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner, company, applicable local or area collective bargaining agreement or applicable safety laws.

ARTICLE XII
APPRENTICES

Apprentice ratios shall be as provided in each respective craft's local labor agreement. The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

ARTICLE XIII
HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

ARTICLE XIV
LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

ARTICLE XV
MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline employees and supervisors for just cause.
5. Transfer, promote or demote employees and supervision.
6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

ARTICLE XVI
ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that the bidding contractors, after contacting suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a project specific agreement with the respective craft.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

ARTICLE XVII
ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

ARTICLE XIII
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on _____ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

ARTICLE XIX
GENERAL SAVINGS CLAUSE

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

**ILLOWA CONSTRUCTION LABOR
AND MANAGEMENT COUNCIL**

OWNER

Co-Chairman -- Labor

Name/Title

Co-Chairman -- Management

City of Moline
619 16th Street
Moline, Illinois

GENERAL CONTRACTOR

Name/Title

DATE: _____

| BID OPENING FOR: Replacement to Livescan fingerprinting system | | | | | | | |
|---|--|--|---|---------------------|--|----------------------|--|
| DATE: | 6/23/2014 | | | | | | |
| TIME: | 9:00 AM | | | | | | |
| LOCATION: | 619 16th Street, IT Office | | | | | | |
| ATTENDING: | NATE SCOTT - IT | | | | | | |
| VENDOR NAME | Hardware/software | cost | annual maint. Costs | monitor size | notes | all specs met | all RFP required docs/formatting present? |
| MOSA Technology Solutions 142 Viera Drive Palm Beach Gardens, FL 33418 | 3M Cogent Livescan w/ livescan station application software | \$34,493 printer = \$950 "FBI certified B/W Laser printer" | year 2 = \$2,569.00 year 3 = \$2,698.00 year 4 = \$2,833.00 | 17" touch screen | no response time guarantee, but "spare parts depots strategically located" | yes | yes |
| SAFRAN Morphotrak 1250 Tustin Ave Anaheim, CA 92807 | Morphotrak Livescan w/ Morphotrak station application software | \$25,001 Tenprint Card printer = \$2,100 | year 2 and beyond = \$4,412 with printer = \$4,768 | 17" touch screen | next day onsite response and parts replacement | yes | yes |
| ID Networks 7720 Jefferson Road Ashtabula, OH 44004 | Cross Match LSCAN 500P w/ FingerRoll and ISP-BOI software | \$17,490 FBI certified Lexmark printer = \$1,595 | \$3,495.00 | 22" touch screen | 2-4 hour response to initial call; same-day shipment of parts | yes | yes |
| iTouch Biometrics 1320 Tower Road Schaumburg, IL 60173 | Multiscan 527 w/ iTouch Accurate ID Software | \$20,000.00 | 2nd year extended warranty = \$1,980 | 17" touch screen | printer not specified - included?; no support or response time specified | yes | yes |
| Cross Match Technologies 3950 RCA Blvd., Suite 5001 Palm Beach Gardens, FL 33410 | Cross Match LSCAN 500P w/ LSMS software | \$23,989.83 with printer (\$1,400) and \$4,605 credit for trade-in | \$2,448.23 - same in year 2, 3? | 17" touch screen | 24x7 support for "defective equipmet" specified; next-day shipping | yes | yes |

SCHOOL POLICE LIAISON OFFICERS

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2014, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such officers to the schools only if the School Board participates in a cost sharing of the salary and benefit costs of such officers; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, work of personnel, and delineation of duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

Article I. Purpose.

The purpose of this Agreement is for the City to agree to assign and station a police officer at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School, and for the City to set forth with particularity said police officers' duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination

rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2014, to July 31, 2015.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; and, if the School Board terminates under 3.2, it shall be responsible for payment of its share of the cost of the assigned officers as outlined in 5.3.

Article IV. City's Duties.

4.1 The City shall assign four Moline Police Officers to and station said officers at the aforesaid schools for all pupil attendance days between August 1, 2014 and July 31, 2015, and for five (5) workdays prior to the fall, 2014 start of classes (as staff orientation), if requested by the School Board. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 It is understood that the assigned officers may not continuously remain on school property. Court appearances, training and police emergencies may require assigned officers to be off school property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, the School Board understands that training of officers will benefit not only the City and the police department, but also the School Board.

4.4 The City shall authorize overtime not associated with school activities and pay for any overtime so authorized.

4.5 The City shall provide each of the assigned officers with a City owned vehicle. The City shall be responsible for all costs associated with such vehicle use.

4.6 The City shall provide the School Board with quarterly statements for the School Board's share of the cost of the four assigned police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.7 The City agrees to indemnify, defend, and hold harmless School Board for all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee from such assignment. In addition, the City agrees to indemnify, defend, and hold harmless School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred off of school property even though said events involve said assigned officers. Such duty to indemnify, defend, and hold harmless School Board for events off school property does not extend, however, to events occurring outside the corporate limits of the City of Moline when the School Board seeks the assistance of the assigned officer outside said corporate limits - i.e. said assigned officer is requested to accompany school personnel to investigate a matter in Coal Valley or in unincorporated territory.

Article V. School Board Duties.

5.1 The School Board shall request four officers to be assigned at the aforesaid schools.

5.2 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officers.

5.3 The School Board shall pay forty-five percent (45%) of the cost of the assigned officers including salary and benefits within thirty (30) days after receipt of a billing from the City. Billings will occur on a quarterly basis in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time the School Board requests and authorizes overtime for an assigned officer, this shall be paid by the School Board at the assigned officer's overtime rate.

5.5 The School Board shall indemnify, defend, and hold harmless City for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred on school property or if said events occurred off of school property and outside the corporate limits of the City and upon a request by School Board for assistance and if said events arise out of execution of this Agreement.

Article VI. Miscellaneous.

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the School Board reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The School Board shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officers shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

6.4 Both parties agree that, if an assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer.

6.5 Should a dispute arise concerning the statement of costs, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Superintendent of Schools shall meet within ten (10) days to discuss the remaining amounts in dispute; and, if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties.

6.6 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE SCHOOL DISTRICT NO. 40

CITY OF MOLINE, ILLINOIS

By Connie McElyea
President

By _____
Mayor

Attest:

Attest:

Paul McCann
Secretary

City Clerk

Approved as to Form:

Approved as to Form:

N/A
School Board Attorney

City Attorney

JOB DESCRIPTION

POLICE LIAISON OFFICER

Page 1 of 2

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline School District No. 40.

Employment Contract: The City of Moline and Moline School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.

JOB DESCRIPTION
POLICE LIAISON OFFICER

2. Serves as a consultant to School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

**STATEMENT OF COST
MOLINE SCHOOL BOARD
POLICE LIAISON OFFICERS**

08/01/2014 - 07/31/2015

12-Month Period - Quarterly Billings (4)

| LINE ITEM | AHS | JDMS | HS | WMS | TOTAL |
|---|----------------|---------------|----------------|----------------|----------------|
| Salary (Assigned Officers) | 56,254 | 52,266 | 75,282 | 60,300 | 244,102 |
| Police Retirement (55.2068%) | 31,056 | 28,855 | 41,561 | 33,289 | 134,761 |
| Health Ins. (\$1,129.59 / 5mo. \$1,140.89 / 7mo.) | 13,634 | 13,634 | 13,634 | 13,633 | 54,535 |
| Qualification Pay (\$20, 25 or 30 month) | 360 | 240 | 300 | 300 | 1,200 |
| Life Insurance | 20 | 20 | 0 | 0 | 40 |
| Medicare (1.45% x base + qualification pay) | 821 | 761 | 1,096 | 879 | 3,557 |
| Worker's Compensation (base + qual. pay /100 x \$3.54) | 2,004 | 1,859 | 2,676 | 2,145 | 8,684 |
| Annual Training Center Fee | 75 | 75 | 75 | 75 | 300 |
| Clothing Allowance (Paid in June & December) | 700 | 700 | 700 | 700 | 2,800 |
| TOTAL 12-MONTH COST | 104,924 | 98,410 | 135,324 | 111,321 | 449,979 |
| SCHOOL BOARD SHARE (45%) | 47,216 | 44,284 | 60,896 | 50,094 | 202,490 |

Quarterly Amount

\$50,622.50

Statement Dates

November 1, 2014

February 1, 2015

May 1, 2015

August 1, 2015

PROPOSAL

ENVIRONMENTAL MANAGEMENT SERVICES OF IOWA, INC.

5170 WOLFF ROAD, #2

DUBUQUE, IOWA 52002-2563

PHONE: (563) 583-0808

FAX: (563) 583-2206

| | | |
|--|---|-------------------------------|
| PROPOSAL TO: City of Moline Attn: Ms. Erica K. Williams | PHONE: (309) 524-2363 ewilliams@moline.il.us | DATE: June 17, 2014 |
| STREET: 619 - 16th Street | JOB: Asbestos Removal | |
| CITY, STATE, ZIP: Moline, IL 61265 | JOB LOCATION: Commercial Building, 1217, 1219, & 1221 5th Avenue, Moline, IL | |

We hereby submit specifications and estimates for:

Removal and disposal of approximately 300 sq. ft. of asbestos 9" X 9" floor tile, 200 sq. ft. of asbestos 9" X 9" floor tile and mastic, 2,650 sq. ft. of asbestos 12" X 12" floor tile, 50 sq. ft. of asbestos linoleum, 2 expansion joints, 550 ln. ft. of asbestos pipe insulation, 200 sq. ft. of asbestos boiler insulation, and 15 sq. ft. of asbestos transite.

Price Complete \$19,660.00
 IL EPA Notification Fee \$150.00

NOTES: The price does not include any roofing or roof flashing removal.
This project could be scheduled to start approximately the first or second week of August 2014.

NOTE: The prices are based on Prevailing Wage Rates.

***WI JOBS ONLY:** If awarded this project, there will be an additional notification fee, if applicable, added to the price quoted as this fee is required by the WI DNR. The fees range from \$50.00 to \$1,325.00 depending on the type of project.

***IL JOBS ONLY:** If awarded this project, there will be an additional \$150.00 notification fee, if applicable, added to the price quoted as this fee is required by the IL EPA. Price does not include the cost of required air clearance samples.

***SCHOOL PROJECTS ONLY:** Prices do not include the cost of project management, if applicable, or air clearance samples that are required to be taken by an Independent Air Sampling Professional at the end of a school project. Schools will be billed directly by the Project Manager and/or Air Sampling Professional.

All work will be performed in accordance with OSHA asbestos standard for construction industry, 29 CFR 1926.1101 and USEPA National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Asbestos Regulations, 40 CFR 61 Subpart A & M. All work will be performed by AHERA licensed individuals regularly engaged in asbestos removal.

We propose

Hereby to furnish materials, equipment and labor, complete in accordance with the above specifications, for the sum of

Asbestos Removal: Nineteen thousand six hundred sixty dollars and 00/100

IL EPA Notification Fee: One hundred fifty dollars and 00/100

Payment to be made as follows:

Net 10 days from receipt of invoice / 1.5% Past Due

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Iowa Contractors License No. 2357
 IL Asbestos Contractor Permit No. 500-0482
 WI Contractor Permit No. CAP-13150

Authorized Signature:



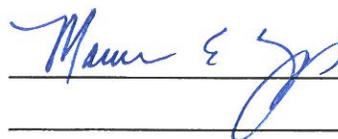
Mark Hogan, President

NOTE: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature:



CITY ATTORNEY

Signature:

MAYOR

Date Accepted: _____

Attest:

CITY CLERK