

Committee-of-the-Whole Agenda

6:00 p.m.

Tuesday, October 15, 2019

Proclamation

Request by K.J. Whitley, Community Development Program Manager, to proclaim October 20-26, 2019, as “National Lead Poisoning Prevention Week”.

Questions on the Agenda

Agenda Items

1. **Collection Agency Request for Proposals** (Keith Verbeke, Finance Manager)
2. **Rock Island Arsenal Concept Memo** (J.D. Schulte, Director of Public Works and Interim City Administrator)
3. **Street Light Request – 35th Street & 38th Avenue** (J.D. Schulte, Director of Public Works and Interim City Administrator)
4. **Persons with Disabilities Parking** (Derke Price, Corporation Counsel)
5. **Other**

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their names.

Explanation

1. **A Resolution authorizing the Mayor and City Clerk to execute and attest to a Collection Agreement with FEDChex Recovery, LLC.** (Keith Verbeke, Finance Manager)

Explanation: The City’s Finance Department solicits bids for collection services by a request for proposals (RFP) every 5 years, with the last RFP being issued in 2014. Collection services are used once City staff has exhausted all efforts to collect outstanding account balances. In June, the Finance Department issued a new RFP, and 11 proposals were received and reviewed by a City selection committee. FEDChex Recovery, LLC submitted the most responsive and responsible proposal. The company has 18 years of experience in providing collection services to government agencies, and it offers a contingent, commission based fee of 18% in comparison to the previous commission fee of 19%. The term of the agreement would be for one year with annual renewals. Additional documentation attached.

Staff Recommendation: Approval at a contingent, commission based fee of 18%
Fiscal Impact: Collection of delinquent accounts receivable
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

2. **A Resolution authorizing the Director of Public Works to submit a Concept Memorandum for Water System Operations and Maintenance at the Rock Island Arsenal and to further authorize City staff to begin working on formulation of an Intergovernmental Agreement with the United States for said services.** (J.D. Schulte, Director of Public Works and Interim City Administrator)

Explanation: At the August 6, 2019 Committee-of-the-Whole meeting, the City Council authorized staff to investigate viability of an agreement for water system operations and maintenance with the Rock Island Arsenal. Staff has completed this preliminary investigation and found that such an agreement for services would be mutually beneficial to both the City and the United States. This resolution would allow staff to submit preliminary findings to the Rock Island Arsenal Garrison Commander in the form of a concept memorandum. If the Commander agrees in concept, this resolution would authorize staff to continue discussions with the Commander to develop a formal one-year intergovernmental agreement for said services. In addition, staff would concurrently discuss and develop plans for a transition to provision of potable water to Rock Island Arsenal from Moline’s water system.

Staff Recommendation: Approval
Fiscal Impact: \$300,000 additional unrestricted revenue for the water fund.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City, Upgrade City Infrastructure & Facilities, A Great Place to Live

3. **A Resolution authorizing approval of a request for a street light at the intersection of 38th Avenue and 35th Street, Moline.** (J.D. Schulte, Director of Public Works and Interim City Administrator)

Explanation: City staff received a request to install a street light at the intersection of 38th Avenue and 35th Street due to safety concerns after dark. Existing street lights are located approximately 525’ apart on the south side of 38th Avenue, however, the closest light is approximately 165’ from the location intersection and does not adequately illuminate the intersection. The City’s Street Light Policy states that street lights shall be placed “not more than 460’ apart and no closer than 230’...,” and “Generally, street lights shall be placed at each intersection.” Based on the Policy’s language and that the intersection is not adequately illuminated, staff recommends a light be installed on the existing MidAmerican pole located at the northwest corner of the intersection. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$375,000 is budgeted in Account #010-0843-435.04-16, Traffic Signal Maintenance, Utility Service, for street lights. The annual cost of a street light is approximately \$90.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities, A Great Place to Live

4. **An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing subsections (a) and (b) of Sec. 2-2400, “STAFF TRAFFIC COMMITTEE; COUNCIL REVIEW,” in their entirety and enacting in lieu thereof new subsections (a), (b) and (c) relating to the same subject matter; and amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, as follows: by repealing Sec. 20-2156, “PERSONS WITH DISABILITIES PARKING; RESIDENTIAL,” in its entirety and enacting in lieu thereof one new Sec. 20-2156, “DESIGNATED PARKING FOR PERSONS WITH DISABILITIES; RESIDENTIAL,” relating to the same subject matter; by repealing Sec. 20-5124(b), referencing Appendix 24 as a listing of persons with disabilities parking spaces within the City, in its entirety; and by repealing Appendix 24 in its entirety.** (Derke Price, Corporation Counsel)

Explanation: City staff recommends amendments to the Moline Code of Ordinances to include members of staff who comprise the City’s Traffic Committee and to reflect the City’s formal procedure in administering

requests for designated parking for persons with disabilities and requests for signage and barricades (other than for crosswalk location and traffic control devices requiring an engineering study and opinion letter under the Illinois Manual for Uniform Traffic Control Devices). The Traffic Committee will be comprised of the City Engineer, Public Works Director, Police Chief and Fire Chief, or designees thereof. The Committee may, upon application from a resident and where circumstances warrant, designate parking spaces on City streets in residential areas that are restricted to use by persons with a state-issued persons with disabilities parking permit; the designated parking space shall be in recognition of the need for such a space within the residential area, but shall not be for the sole use of one applicant. Upon approval of a designated parking space for persons with disabilities, the City shall be responsible for furnishing and installing signage to mark the space; other improvements for access to and from the designated space will be the responsibility of the applicant. All other requests relating to traffic, including but not limited to street parking regulations and pedestrian safety programs, shall be referred to the Traffic Committee for its recommendation, then to the City Council for a final determination. This ordinance will also delete Chapter 20's Appendix 24 to remove the listing of spaces currently designated as persons with disabilities parking spaces because they are fluid and change. The attachment to this item is a redlined draft of the proposed ordinance. Additional documentation attached.

Staff Recommendation:	Approval
Fiscal impact:	N/A
Public Notice/Recording:	N/A
Goals Impacted:	A Great Place to Live



Finance Department

1630 8th Avenue
Moline, Illinois
61265

Accounting
(309) 524-2085

Customer Service
(309) 524-2070

Fax:
(309) 524-2074

EXHIBIT A

October 3, 2019

MEMO:

To: JD Schulte, Interim City Administrator

From: Keith Verbeke, Finance Manager

RE: RFP for Collection Services

The finance department issued a RFP for collection services on June 12, 2019 with a deadline to submit proposals on July 17, 2019. The City received 11 proposals and were evaluated by a selection committee. Evaluation was based on qualifications and experience of the firm, ability to comply with the scope of work, cost of providing the service, adherence to and completeness of RFP as requested, reference checks and collection rates.

The firm selected to perform collection service on the city's delinquent accounts is FEDChex Recovery, LLC with a contingent, commission based fee of 18%. The previous commission fee was 19%.

FEDChex Recovery, LLC is located in Foothill Ranch, CA. All operations including call center, finance, sales and IT are performed out of this location. FCR has 18 years of experience of providing collection services to government agencies. FCR provides bilingual services and 40% of their collection staff is bilingual.



CLIENT APPLICATION AND PROCESSING AGREEMENT

PRODUCTS	

CLIENT INFORMATION			
Client Name:		Client ID#:	
		<input checked="" type="checkbox"/> New Client <input type="checkbox"/> Change Info	
DBA:		Phone:	Fax:
Contact:		Phone & Ext.:	Email:
Physical Address: (No P.O. Box)		City:	State: Zip:
Mailing Address (P.O. Box OK)		City:	State: Zip:
Type Business:		Number Locations:	Number Employees: Date Established:
Additional Contact:	Title:	Phone & Ext.:	Email:
Additional Contact:	Title:	Phone & Ext.:	Email:

OWNERSHIP INFORMATION					
Owner/Partner/Officer Name:		Ownership %:	Title:	Date Birth:	SS#: _____
Residence Address:		City:	State:	Zip:	Home Phone: _____
Owner/Partner/Officer Name:		Ownership %:	Title:	Date Birth:	SS#: _____
Residence Address:		City:	State:	Zip:	Home Phone: _____
Mail Statements To: <input type="checkbox"/> Corporate HQ <input type="checkbox"/> Location		Email Statement To:			
Statement Mailing Address (if different from above):			City:	State:	Zip:
Type Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____				Federal EIN#: _____	

A COPY OF A VOIDED CHECK MUST ACCOMPANY THIS APPLICATION—DO NOT SEND A DEPOSIT SLIP

FINANCIAL INSTITUTION INFORMATION—CREDIT/DEBIT ACCOUNT			
Name of Institution:		Type Account: <input type="checkbox"/> Business <input type="checkbox"/> Personal <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Branch:		Account Description:	
Address:		City:	State: Zip:
Bank Contact:		Title:	Phone:
Bank Routing Number:		Account Number:	

I authorize the above financial institution to release the following information to Company or any agents of Company for the purpose of this application.

Signed:		Date:
Print Name:		Company:

COLLECTION AGREEMENT

This Collection Agreement (“Agreement”), made and entered into this the **1st** day of **October** 2019, by and between **FEDChex Recovery, L.L.C.** (“Agency”), with its principal offices located at 27042 Towne Centre Dr, Ste 150 Foothill Ranch, CA 92610 and **City of Moline** (“Client”), having a place of business at 1630 8th Avenue, Moline, IL, 61265.

WITNESSETH

WHEREAS, Client desires Agency to collect on its behalf products and/or balances on certain accounts owned by Client or which Client is servicing for others;

WHEREAS, Agency is in a business of collecting balances for consumer creditors on consumer credit accounts owned by or being serviced by consumer creditors, in the manner and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreement of the parties hereto, it is hereby agreed as follows:

1. **Service.**

(a) As further outlined in Exhibit A, Agency shall perform certain services (“Services”) including collecting and receiving for Client all sums of money due or payable to Client for accounts, which Client places with Agency (“Client Accounts”).

(b) Agency agrees that it shall use its best efforts and due diligence and shall employ all lawful means, methods, and procedures, as in its reasonable business judgment and experience, will best affect the collection of Client Accounts.

2. **Relationships of Parties.** In all instances, Agency and Client are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

3. **Association Memberships, Ethics, and Legal Compliance; Representations and Warranties.** Agency is and shall remain a member of the American Collectors Association and shall comply strictly with the codes of ethics adopted by those organizations. In addition, Agency represents, warrants and covenants the following: (a) in performing its obligations hereunder it will comply with the federal Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.), guidelines issued by the Federal Trade Commission, the Fair Credit Reporting Act, any state requirements, as such codes, laws, guidelines, instructions, and requirements may be amended from time to time; (b) in its collection activities, Agency will comply fully with all laws, regulations, orders, or directives of governing authorities having jurisdiction over such activities, including any judicial or administrative interpretations of the foregoing; (c) Agency shall possess all licenses, qualifications, and other approvals necessary or appropriate in any jurisdiction (including without limitation, bonding requirements) in which Agency performs collection activities; and (d) Agency shall take all reasonable technical precautions to protect

from disclosure to third parties all data it receives related to Client Accounts. Likewise, Client agrees to cooperate with Agency as necessary in any reasonable manner requested or prescribed by law, statute, or federal or state government, so as to assist Agency to comply with the preceding paragraph.

4. **Settlement Offers.** Agency shall communicate and request authorization from Client of all offers of compromise settlements and Client shall have the sole right to either accept or reject such settlement offers.
5. **Mutual Indemnification.**
 - (a) Client and Agency agrees to defend, indemnify and hold harmless the other from any liability or damages the other may suffer as a result of any actions, suits, proceedings, investigations, claims, demands, judgments, losses, liabilities, damages, deficiencies, costs or expenses (including reasonable attorney fees) incurred or resulting from the indemnifying party's gross negligence or willful misconduct.
 - (b) In addition, Agency agrees to indemnify and hold harmless Client from any liability or damages the other may suffer as a result of any actions, suits, proceedings, investigations, claims, demands, judgments, losses, liabilities, damages, deficiencies, costs or expenses (including reasonable attorney fees) incurred or resulting from Agency's performance of its obligations hereunder and/or a breach of any of the representations or warranties made by Agency in this Agreement.
6. **Remittances of Collected Amounts.** Agency agrees to remit to Client a monthly itemized statement, in such form, as may from time to time be required, to provide Client with proper and sufficient information with regard to any collected monies, together with all funds collected on Client Accounts, less the Agency Commissions (as defined below) earned by Agency. Remittances shall be by check, wire transfer or other immediately available funds. All funds collected by Agency on Client's behalf will be remitted to Client as outlined in Exhibit A.
7. **Commission and Payment Terms.** During the Term, Agency will earn the fees outlined in Exhibit A for funds or products Agency collects on Client Accounts ("Agency Commission") based on the payment terms in Exhibit A. This Agency Commission is subject to change by mutual written agreement between Agency and Client at the end of the Trial Term.
8. **Audit Rights and Retention of Records.** At Agency's address set forth above, Agency agrees to keep complete and accurate books of account and records covering all of the revenues collected on Client's behalf and Agency commissions invoiced hereunder and shall permit Client or its agents to inspect such books of account and records during reasonable business hours (upon prior reasonable written notice) no more frequently than once during any twelve (12) month period for the purpose of verifying the reports to be provided hereunder. In the event that any such inspection reveals that Agency has underpaid Client by five percent (5%) or more with respect to the monthly itemized statements which are the subject of such inspection, Agency agrees that it shall reimburse Client for the reasonable costs for any such inspection. All books of accounts and records relating to each report to be provided under this Agreement shall be retained by Agency for at least two (2) years after the termination or expiration of this Agreement and Client's rights under this Section 8 shall survive termination or expiration of this Agreement for a period of 2 years. Agency shall pay to Client the amount of any deficiency discovered by Client with interest from the date such deficiency was

originally due, and, if applicable, the costs of the inspection, within fifteen (15) days after receipt of notice thereof from Client.

9. **Term and Termination of Agreement.**

(a) The initial term of this Agreement will begin on the Effective Date and continue for a term of one (1) year and automatically renew and shall continue upon the same terms and conditions set forth herein. Either party may terminate this Agreement without cause by written notice to the other party at least thirty (30) days before the end of the Term. Either party may terminate this Agreement immediately upon a breach of this Agreement by the other party following written notice of the breach and a fifteen (15) day cure period.

(b) Upon termination of this Agreement and notwithstanding any contrary provision in this Agreement, Agency shall receive any fee to which it would have been entitled under this Agreement notwithstanding termination, on any funds Client receives on an account within thirty (30) days from date of termination. Agency shall receive no fee on any funds Client receives more than thirty (30) days after termination.

10. **Documents.** Client retains ownership of all documents and records of accounts that it provides to Agency, or that Agency develops or receives with respect to any Account. Upon termination of this Agreement, Agency shall immediately return such documents and records to Client along with all documents and records Agency developed from such documents and records. Likewise, Client agrees to provide Agency, upon Agency's request, sufficient documentation in Client's custody or control, necessary for the verification of the debt recorded in Client Accounts.

11. **Governing Law.** This Agreement shall be subject to and governed by the substantive laws of the State of California. Except for disputes concerning Section 18 (Confidentiality), any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, CA, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. **Entire Agreement.** All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Client and Agency and any agreement hereafter made shall be ineffective to change, modify, discharge in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge is sought.

13. **Waiver.** No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any other preceding or succeeding breach thereof or of any other agreement or provision contained herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts herein.

14. **Representation.** No representations, oral or written, expressed or implied, have been made by either party with respect to this Agreement, except as may be provided herein.

15. **Assignment.** Company may assign this Agreement, including any of its rights or duties hereunder, including but not limited to the re-assignment or forwarding of any account placed for collection under this Agreement, at any time without advance notice or the prior written or verbal consent of Client.
16. **Notices.** Any notice or other instrument which may be or is required to be given under this Agreement, shall be delivered in person or sent by U.S. registered/certified mail, proper postage prepaid, or by prepaid Federal Express or a comparable overnight courier service addressed as follows:
- To Agency: FEDChex Recovery, LLC dba FCR Collection Services
27042 Towne Centre Dr, Ste 150
Foothill Ranch, CA 92610
- To Client: City of Moline, Finance Department
1630 8th Avenue
Moline, IL 61265
17. **Taxes.** Client shall pay taxes or similar charges as required by any present or future Federal, State or other legal entity, on or due, to monies received on Accounts placed with Agency.
18. **Confidentiality.** During the term of this Agreement, each party (a “Disclosing Party”) may provide the other party (a “Receiving Party”) with Confidential Information. “Confidential Information” shall mean the commercial terms of this Agreement, the financial and transaction data arising hereunder, business plans, business processes and all information Disclosing Party has marked as confidential, or information that, by its nature and circumstances of disclosure should reasonably be construed as confidential or proprietary. Confidential Information shall not include information which is or becomes publicly available through no fault of the Receiving Party, is rightfully acquired from a source other than the Disclosing Party, or the Receiving Party can document is subsequently independently developed by it without use of any of the Disclosing Party’s Confidential Information. As between Client and Agency, all data and information related to Client Accounts shall be considered Client’s Confidential Information. Receiving Party shall keep the Confidential Information secret and shall only use the Confidential Information for the purpose of performing its obligations hereunder. Receiving Party will neither use such information for its own purposes nor disclose such information to any third party without the prior written consent of Disclosing Party. At termination of this Agreement, upon Disclosing Party’s request, Receiving Party shall return to Disclosing Party all Disclosing Party’s Confidential Information in its possession, including, without limitation, all copies and extracts thereof, or shall purge any Confidential Information in its data base except as may be reasonably necessary for compliance purposes. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information to a third-party but only to the extent necessary to exercise its rights or perform its obligations hereunder; and provided that, all such third parties are bound by obligations of confidentiality and limited-use at least as restrictive as the duties applicable to the Receiving Party hereunder.
19. **Limitation of Liability.** Except with respect to a breach of section 5 (Mutual Indemnification) or section 18 (Confidentiality): (A) To the maximum extent permitted by law, and even if a party was advised of the possibility of such loss or damage, in no event will either party be

liable to the other for any incidental, indirect, or consequential losses or damages whatsoever (including, without limitation, special, punitive, or exemplary damages): and (B) Neither party's cumulative liability for direct damages related to any claims arising from or relating to this agreement, regardless of the nature of the claim, exceed the amount of fees paid or payable under this agreement during the twelve (12) month period immediately prior to the event, act or omission giving rise to such liability.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

ACCEPTED AND AGREED:

FEDChex Recovery, LLC

City of Moline, IL

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
DESCRIPTION OF FEES AND SERVICES**

1. AGENCY COMMISSION AND PAYMENT TERMS

First Placements - Within fifteen (15) days of the end of each calendar month, Agency shall pay to Client eighty two percent (82%) of all amounts collected for Client and will retain eighteen percent (18%) of all amounts collected for Client Accounts as Agency Commission.

Second Placements (Previously Placed With Another Collection Agency) - Within fifteen (15) days of the end of each calendar month, Agency shall pay to Client seventy-eight percent (78%) of all amounts collected for Client and will retain twenty-two percent (22%) of all amounts collected for Client Accounts as Agency Commission.

Attorney Network (optional) - All accounts uncollected after 180 days from date of placement will be referred to our Attorney Network for secondary collection efforts. Agency shall pay Client seventy percent (70%) of all amounts collected and Agency will retain thirty percent (30%) of all amounts collected for Client Accounts as Agency Commission.

Cancelled Accounts from Collections - FEDChex Recovery will invoice client its agreed contingency amount for all direct payments made by consumer to client after placement with FEDChex Recovery. Any other cancellations such as dispute, billing error, courtesy removal will not be subject to charge. This only applies for accounts where client received direct payment from the consumer following placement of the account in collections.

Remit Type - All amounts due hereunder are to be paid by ACH transfer and instructions reasonably acceptable to Client.



The City of Moline (Moline) presents the following as a concept for provision of water supply operations and maintenance at the Rock Island Arsenal (RIA). Moline has a long history of providing outstanding reliable water service at low cost to residents of Moline. This proposal extends that same level of reliability and service to the United States Government at RIA. Moline has existing public water supply administration established and in place with the capacity to provide operations and maintenance of water system IL1615387. Moline proposes to engage into a 1-year agreement with terms identified below. This proposal includes the operation and limited maintenance of the surface water treatment plant at RIA for production of sufficient quantity and quality of potable water as required. Additionally, the City of Moline is proposing to operate and provide defined maintenance of the RIA water distribution and storage infrastructure.

Service Summary:

1. Operate existing treatment plant at RIA for production of drinking water in accordance with (IAW) the established 2016 IEPA SEP, all applicable Safe Drinking Water Act provisions, and in the estimated quantity of 300,000 gallons per day.
2. Maintain treatment plant components IAW provisions defined RIA document titled Attachment 4 PWS 20190121.
3. Respond to water treatment plant alarms as required.
4. Collect and analyze all samples IAW SDWA and IEPA SEP provisions.
5. Collect and analyze water quality samples IAW provisions defined in Attachment 4 PWS.
6. Unidirectional flushing of distribution system including exercising of all system valves.
7. Replacement of valves and hydrants in accordance with RIA document Attachment 9 PWS.
8. Ensure proper operations and maintenance of elevated water storage IAW provisions of RIA Attachment 9 PWS.
9. Perform backflow device testing as required by IEPA and IDPH.

As stewards of the public trust, Moline is a regional leader in water utility operations. We pride ourselves in meeting our mission, which is to provide safe, continuous, economical and high quality drinking water to our customers. We consider those served with our product to be our customers, not just the citizens of Moline, and we treat them as though we need to maintain that relationship. Moline's Public Works leadership is confident that we can extend that service oriented philosophy to our neighbor, the US Government at RIA. We are confident that RIA will see the same or improved service than the existing provider, at reduced cost and greater efficiency. Our expertise extended to this water system will create economies of scale and result in reduced costs to each system. Because RIA is an integral part of the Quad Cities community, this partnership is vital for continued economic growth in the Quad City region.

Our existing staff includes seven Class A Water Operators and an additional six Class C Water Operators. If we are successful in entering into this partnership, we expect to supplement our staff to include three additional Class A Water Operators.

Moline's intent, in this proposal, is to staff the RIA treatment plant with an IL Class A Certified Water Operator at all times that the treatment plant is running. We intend to operate the treatment plant using a schedule that creates the most efficiency, possibly blending staff from our current operation. While the production is occurring, certain plant maintenance may occur. Certain operations testing, monitoring of distribution system pressure, and housekeeping may occur as well. Plant operations logs will also be completed while production is occurring.

Other more intensive plant maintenance, such as that called in the Performance Work Statement (PWS) Attachment 4 will be performed by trained Moline staff. These include, but are not limited to monitoring raw water pumps, maintenance of pumps and engines, maintenance of mechanical treatment components, and removal of sludge from the drying beds. Moline will engage with third parties to provide services in the maintenance of diesel engines, filter pilot valves, cleaning of finished water storage tanks, and analysis of water quality parameters.

Our intent would be to meet the 30-minute response time to water system alarms using a combination of on-duty and paid stand-by staff. Our existing water plant operation protocol includes staffing 24/7. Additionally, a Moline water division emergency responder is on paid stand-by 24/7 and is contractually required to respond within 25 minutes.

It is our intention to perform field work using existing Moline water distribution personnel. This is an area where we believe we have the capacity to use our personnel during summer months to perform unidirectional flushing of the RIA fire hydrants as well as operation of the RIA valves. Due to the need to limit water service interruptions to Army production and other government facilities, we will perform the required hydrant and valve replacements on weekends, using existing Moline crews on overtime. Our intent would be to coordinate the scheduling of these projects with RIA Public Works personnel to maximize efficiency and limit interruption of service. We intend also to perform the required cross connection control device testing by Moline's plumber. Our intent is to schedule those tests also during times when brief interruptions are acceptable.

In addition to providing this service for routine water service; Moline also stands ready and available to manage emergency repairs. We are well equipped with a long history of quick response, problem identification, mobilization and completion of repairs. Moline Public Works has the necessary personnel, equipment, and repair supplies inventory to complete this work.

Operations reports, regulatory reports, and RIA submittals would be completed by an administrator. This employee would be new to Moline's staff and would be tasked to oversee and participate in interactions with RIA, vendors, and subcontractors in support of the Intergovernmental Support Agreement (IGSA). Administration of the IGSA on the Moline side would also be supported by laboratory management, water plant management, as well as middle and upper management within Moline's Public Works.

Costs shown below are based on tasks identified in the PWS Attachments (1, 4 & 9). Costs are limited to water system operations and maintenance items only and do not include costs for maintenance or operations of the wastewater or stormwater systems. It is Moline's intent, at this time, to enter into an IGSA for Water system operations and maintenance only.

Thank you for the opportunity to provide this proposal.

CITY OF MOLINE, ILLINOIS

By: _____
J.D. Schulte, Interim City Administrator/
Director of Public Works

Dated: _____

Attachment 1	
PW Admin	\$37,130.00
Reporting Requirements	\$13,824.00
Updates to Tech Exhibits	\$14,400.00
Subtotal for Attachment 1	\$65,354.00
Attachment 4	
1.1 O&M treatment plant	\$186,594.72
1.2 Regulations	\$0.00
2.1 Ops Plan	\$7,128.96
2.3.1 Screen Ops	\$7,123.95
2.3.2 Raw Pumps	\$7,123.95
2.4 .1 plant ops	\$0.00
2.4.2 monitor dist pressure	\$0.00
2.4.3 pumps and engines	\$10,277.00
2.4.4 pilot valves	\$7,500.00
2.4.5 Valves	\$844.32
2.4.6 daily housekeeping	\$0.00
2.5.1 chemicals	\$56,706.00
2.5.3 mechanical treatment	\$2,638.50
2.6.1 clear well; floc; basins	\$13,166.20
2.6.2 Dist. Flushing	\$71,818.55
2.7.1 water samples/tests	\$20,922.57
2.7.2 operational tests	\$1,000.00
2.1 Operator Maintenance	\$0.00
4.1 treatment plant logs	\$3,713.00
4.3 Reports	\$7,426.00
Subtotal for Attachment 4	\$403,983.72
Attachment 9	\$0.00
2.2 Sludge beds	\$12,432.64
2.3 Plant EQ	\$8,443.20
2.4 Valves	\$49,267.20
2.4.1 valve replacements	\$60,004.00
2.5.1 Flushing	\$0.00
2.5.2 hydt replacement	\$36,829.60
2.6 yard hydrants	\$1,443.20
2.7 CCC Devices	\$10,976.40
2.8 Water tower	\$3,552.77
5.1a Logs	\$0.00
5.3 a-i Reports	\$7,128.96
Subtotal for ATT9 water only	\$190,077.97

Moline IGSA Cost

\$659,415.69



Proposed Street Light

35TH ST

41ST AV DR OVERPASS

38TH ST

10/08/19 COW Agenda – Redline Attachment

Council Bill/General Ordinance No.

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing subsections (a) and (b) of Sec. 2-2400, “STAFF TRAFFIC COMMITTEE; COUNCIL REVIEW,” in their entirety and enacting in lieu thereof new subsections (a), (b) and (c) relating to the same subject matter; and

AMENDING Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, as follows: by repealing Sec. 20-2156, “PERSONS WITH DISABILITIES PARKING; RESIDENTIAL,” in its entirety and enacting in lieu thereof one new Sec. 20-2156, “DESIGNATED PARKING FOR PERSONS WITH DISABILITIES; RESIDENTIAL,” relating to the same subject matter; by repealing Sec. 20-5124(b), referencing Appendix 24 as a listing of persons with disabilities parking spaces within the City, in its entirety; and by repealing Appendix 24 in its entirety and reserving it for future use.

WHEREAS, City staff recommends amendments to the Moline Code of Ordinances to include members of staff who comprise the City’s Traffic Committee and to reflect the City’s formal procedure in administering requests for designated parking for persons with disabilities, and for signage and barricades (other than for crosswalk location and traffic control devices requiring an engineering study and opinion letter under the Illinois Manual for Uniform Traffic Control Devices); and

WHEREAS, the Traffic Committee will be comprised of the City Engineer, Public Works Director, Police Chief and Fire Chief, or designees thereof; and

WHEREAS, the Traffic Committee may, upon application from a resident and where circumstances warrant, designate parking spaces on City streets in residential areas that are restricted to use by persons with a state-issued persons with disabilities parking permit; the designated parking space shall be in recognition of the need for such a space within the residential area, but shall not be for the sole use of one applicant; and

WHEREAS, upon approval of a designated parking space for persons with disabilities, the City shall be responsible for furnishing and installing signage to mark the space; other improvements for access to and from the designated space will be the responsibility of the applicant; and

WHEREAS, all other requests relating to traffic, including but not limited to street parking regulations and pedestrian safety programs, shall be referred to the Traffic Committee for its recommendation, then to the City Council for a final determination; and

WHEREAS, this amendment will also repeal Chapter 20, Appendix 24, reserving it for future use, to remove the listing of currently designated persons with disabilities parking spaces.

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

Section 1 – That the foregoing recitals shall be and are hereby incorporated into and made a part of this ordinance as if fully set forth in this Section 1.

Section 2 – That Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, is hereby amended by repealing subsections (a) and (b) of Sec. 2-2400, “STAFF TRAFFIC COMMITTEE; COUNCIL REVIEW,” in their entirety and enacting in lieu thereof new subsections (a), (b) and (c), which shall read as follows:

“SEC. 2-2400. STAFF TRAFFIC COMMITTEE; COUNCIL REVIEW.

(a) The following matters related to traffic and pedestrian safety programs shall be decided and administered by a traffic committee comprised of the city engineer or a designee thereof, the director of public works or a designee thereof, the chief of police or a designee thereof, and the fire chief or designee thereof:

- (1) Designated parking for persons with disabilities;
- (2) Signage and barricades but not including crosswalk locations and not including traffic control devices requiring an engineering study and opinion under the Illinois Manual for Uniform Traffic Control Devices.

(b) An appeal from a decision of the traffic committee may be taken to the City Council by any party whose interests are aggrieved by the decision. An appeal from a decision of the traffic committee shall be made to the City Council by filing a written notice with the city administrator within thirty (30) days of the decision of the traffic committee or said appeal is waived. Any decision of the traffic committee of the public works department from which no appeal is taken shall be considered final and binding.

(c) All other matters relating to traffic, street parking regulations, and pedestrian safety programs, including but not limited to amendments to the various appendices and schedules adopted by ordinance, shall be first referred to the traffic committee for a recommendation that shall then be forwarded to the City Council for final determination.”

~~(a) — Routine matters related to traffic and street parking regulations and pedestrian safety programs, including sidewalk programming, shall be administered by a traffic committee of the public works department without resort to the City Council. All non routine matters relating to traffic and street parking regulations, pedestrian safety programs and sidewalk programming, as well as appeals from any routine matters decided by the public works department traffic committee, shall be administered by the City Council during the committee of the whole meeting, which committee meeting shall be held approximately once per month upon the call of the city administrator, or less frequent, if such matters warrant less frequency. Any appeal from a decision of the public works department traffic committee shall be made within thirty (30) days of such decision or said appeal shall be considered waived.~~

~~(b) — Any action taken by City staff which is not appealed from and any action taken by the City Council at its Committee of the whole meeting referenced in Section 2-2400 (a) shall be considered final and binding, without resort to a regular Council meeting, unless a specific resolution or ordinance is otherwise required, but no decision under subsections 2-2400 (a) and (b) shall be held to create or confer any rights in any third person or other entity.~~

Section 3 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, is hereby amended by repealing Sec. 20-2156, “PERSONS WITH DISABILITIES PARKING; RESIDENTIAL,” in its entirety and enacting in lieu thereof one new Sec. 20-2156,

“DESIGNATED PARKING FOR PERSONS WITH DISABILITIES; RESIDENTIAL,” relating to the same subject matter, which shall read as follows:

“SEC. 20-5126. DESIGNATED PARKING FOR PERSONS WITH DISABILITIES; RESIDENTIAL.

(a) The traffic committee may, upon application from a resident and where circumstances warrant, designate parking spaces on City streets in residential areas that are restricted to use by persons with a state-issued persons with disabilities parking permit. State highways are not eligible to receive such a designated parking space under this section. Designated spaces may be provided only where such a designated space is necessary to provide reasonable access to the vehicle by the disabled person.

(b) To be eligible for a designated parking space under this section, there must be a person with a recognized disability residing at a nearby dwelling for which the space is to be provided and the applicant shall describe how designation of the parking space on that street will improve access compared to the current parking situation. The designated parking space should be along the frontage of the property where the disabled person resides, if possible, under the circumstances there existing. Designated parking spaces for persons with disabilities should not be provided where it is feasible to provide off-street parking to meet the needs of the disabled person.

(c) Where approved, the City shall furnish and install signage designating the parking spot. All other capital improvements of any and every kind that shall be necessary or useful to improve access to and from the designated parking spot shall be at the sole expense of the applicant.

(d) Following approval and installation, the applicant shall annually file, on or before the anniversary of the approval, a letter addressed to the director of public works setting forth the applicant’s continuing need for the designated parking space. In the event that the City does not receive such a letter setting forth the continuing need for the designation, and upon fifteen (15) calendar days’ written notice to the applicant of the City’s intent to do so, the signage and designation may be removed.”

~~SEC. 20-5126. PERSONS WITH DISABILITIES PARKING; RESIDENTIAL.~~

~~(a) Persons with disabilities parking spaces on City streets in residential areas shall be provided only where such a space is necessary to provide reasonable access to the vehicle by the disabled person.~~

~~(b) If the disabled person is not the vehicle operator, it will not be necessary to provide a persons with disabilities parking space unless the Council, in its discretion, determines that a space is warranted.~~

~~(c) Persons with disabilities parking spaces on City streets in residential areas should not be provided where it is feasible to provide off street parking to serve the disabled person.~~

~~(d) Persons with disabilities parking spaces on City streets in residential areas, where designated, should be along the frontage of the property where the disabled person resides, if possible, under the circumstances there existing.~~

~~(e) The request for a persons with disabilities parking space on a City street in a residential area must be applied for and renewed annually by a resident of the property in which the disabled person resides. The police department shall evaluate each application, whether new or renewal, to determine whether the request is warranted. If the request is unwarranted or no renewal application has been submitted within the allotted time, the request will be denied and any existing sign will be removed by the City.~~

Section 4 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Sec. 20-2154, “UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION,” subsection (b), is hereby repealed in its entirety:

~~(b) Persons with disabilities parking spaces located on public property in the City are listed in Appendix 24 and incorporated in this subsection as if set out in full.~~

Section 5 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 24, “APPENDIX 24. PERSONS WITH DISABILITIES PARKING SPACES,” is hereby repealed in its entirety and reserved for future use, which shall read as follows:

“APPENDIX 24. RESERVED FOR FUTURE USE.”

APPENDIX 24. PERSONS WITH DISABILITIES PARKING SPACES

Lot “U”	Stall 2
	Stall 3
Lot “W”	Stall 77
	Stall 78
	Stall 79
	Stall 80
	Stall 100
	Stall 101
	Stall 102
	Stall 103
Sixth Avenue and Seventeenth Street (S)	One Stall
Seventh Street, east side, from 18 th Avenue south to alley	One On-Street Stall
Eighth Avenue and Seventeenth Street (SW)	One Stall
Thirteenth Street from alley north to Fifth Avenue	Southwest Stall
Sixteenth Street and Fifth Avenue (SE)	Stall D-46
Sixteenth Street and Fifth Avenue (NW)	Stall D-19
Sixteenth Street and Sixth Avenue (NW)	One Stall
Seventeenth Street and Fifth Avenue (NW)	Stall E-15
Seventeenth Street and Fifth Avenue (NE)	Stall E-20
Seventeenth Street and Eighth Avenue (NE)	One Stall
Seventeenth Street, east side, distance approx 100 feet	
— north of River Drive	One On-Street Stall
Eighteenth Street and Seventeenth Avenue (NE)	Three Stalls
142 5 th Avenue	One On-Street Stall
155 4 th Avenue	One On-Street Stall
215 14 th Avenue	One On-Street Stall
403 43 rd Street	Two On-Street Stalls
427 8 th Street	One On-Street Stall
427 16 th Avenue	One On-Street Stall
429 46 th Street	One On-Street Stall
432 Railroad Avenue	One On-Street Stall
510 Railroad Avenue	One On-Street Stall
520 12 th Street	One On-Street Stall
519 18 th Avenue	One On-Street Stall
531 17 th Avenue	One On-Street Stall
545 17 th Avenue	One On-Street Stall
713 20 th Avenue	One On-Street Stall
714 11 th Street A	One On-Street Stall
731 21 st Street A	One On-Street Stall
737 14 th Street	One On-Street Stall
848 15 th Street	Two On-Street Stalls
1008 18 th Avenue	One On-Street Stall
1019 17 th Avenue	One On-Street Stall
1016 18 th Avenue A	One On-Street Stall
1026 14 th Street	One On-Street Stall
1311 15 th Street	One On-Street Stall
1334 7 th Avenue	One On-Street Stall
1413 16 th Avenue	One On-Street Stall

1502 33 rd Street	One On Street Stall
1511 10 th Avenue	One On Street Stall
1521 8 th Avenue	One On Street Stall
1573 30 th Avenue	One On Street Stall
1615 20 th Avenue	One On Street Stall
1625 9 th Avenue	One On Street Stall
1628 28 th Avenue	One On Street Stall
1720 16 th Street	One On Street Stall
1721 7 th Street	One On Street Stall
1727 18 th Avenue	Two On Street Stalls
1811 15 th Street	One On Street Stall
1856 30 th Street	One On Street Stall
1901 10 th Street	One On Street Stall
1918 9 th Street	One On Street Stall
2001 15 th Street	One On Street Stall
2028 11 th Street	One On Street Stall
2112 11 th Street	One On Street Stall
2411 6 th Avenue	One On Street Stall
2436 31 st Street	One On Street Stall
2505 23 rd Avenue B	One On Street Stall
2512 23 rd Avenue B	One On Street Stall
3605 26 th Avenue	Two On Street Stalls
3702 37 th Avenue, Unit 1	One On Street Stall
4510 50 th Street	One On Street Stall
5201 11 th Avenue A	One On Street Stall

Section 6 – That all ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7 – That if any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance, which are hereby declared to be separable.

Section 8 – 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