

**VILLAGE OF COAL VALLEY
REGULAR BOARD MEETING AGENDA
WEDNESDAY, APRIL 19, 2023 AT 6:00 P.M.
COAL VALLEY VILLAGE HALL, 900 1ST STREET**

1. Call to Order – Village President Michael Bartels
2. This meeting will also be conducted by zoom without the requirement of a physically present quorum due to the disaster declaration issued by Governor Pritzker.
Join Zoom Meeting
<https://us02web.zoom.us/j/88941119817?pwd=ME81d3hkZDhPQUsrZmJTYzBJd2ZEUT09>
Meeting ID: 889 4111 9817
Passcode: 216256
One tap mobile
+13126266799,,88941119817#,,,,*216256# US (Chicago)
+13092053325,,88941119817#,,,,*216256# US
3. Roll Call/Establishment of Quorum-
4. Pledge of Allegiance
5. Reading and Approval of the Minutes for the Regular Board Meeting held April 5, 2023.
6. Public Presentation/Recognition and/or Public Comments.
 - Jay Chandler with Geneseo Communications to talk about the next fiber optics phase.
 - Resident Caleb Argo to request closing down two streets for a Veteran’s Memorial fundraiser.
7. Reports from the President and other Officers (on matters not otherwise appearing on the agenda).
 - A. President
 - B. Trustees
 - C. Police, Public Works & Administration

*** NOTE: In each of the following items the board may VOTE to approve, deny or table***

8. Old Business:
 - A. Review, consideration and approval of a full bid cost for the Post Office Park project.
9. New Business:
 - A. Review, consideration and approval of A Resolution and Contract with the City of Moline amending the Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System.
 - B. Approval of the bills presented for payment.
10. Executive Session to discuss Real Estate and Personnel.
11. Adjournment.

**VILLAGE OF COAL VALLEY
MINUTES OF THE REGULAR VILLAGE BOARD MEETING
WEDNESDAY, APRIL 5, 2023 AT 6:00 P.M.
IN THE BOARD CHAMBERS OF VILLAGE HALL
COAL VALLEY, ILLINOIS**

With the absence of Mayor Bartels, a motion for a Mayor Pro Tem is needed.

Trustee Rigg nominated Trustee Engstrom as Mayor Pro Tem. Trustee Hoyt offered a second to the motion. All ayes, motion carried.

1. Call to Order. The meeting was called to order at 6:00 p.m. by Mayor Pro Tem Engstrom.
2. This meeting will also be conducted by zoom without the requirement of a physically present quorum due to the disaster declaration issued by Governor Pritzker.
Join Zoom Meeting
<https://us02web.zoom.us/j/87546659759?pwd=WHhkT0NwYlBudXBBrMFZlUzJTRmxYUT09>
Meeting ID: 875 4665 9759
Passcode: 844400
One tap mobile
+13126266799,,87546659759#,,,,*844400# US (Chicago)
+13092053325,,87546659759#,,,,*844400# US
3. Roll Call/Establishment of a Quorum.
Present: Engstrom, Mountain, Stickell, Hoyt, Rigg.
Absent: Bartels, Argo.
Staff present at meeting: Penny Mullen-Administrator/Finance Director,
Clint Whitney-Police Chief, and Deanna Hulliger-Village Clerk.
4. Pledge of Allegiance.
5. Reading and Approval of Minutes.
Trustee Stickell motioned to approve the minutes for the Regular Board Meeting held March 15, 2023. A second was given by Trustee Mountain. Ayes 4, motion carried.
6. Public Presentation/ Recognition and/or Public Comments.
 - Proclamation of April 6, 2023 as Junior Achievement Day in Coal Valley.

Trustee Stickell made a motion to approve the Proclamation claiming April 6, 2023 at Junior Achievement Day in Coal Valley. Trustee Mountain offered a second to the motion. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- Valley Days to discuss 2023 event.

Stephanie Genova is here this evening to report the Valley Days events for 2023. Valley Days is scheduled for Friday, June 30th and Saturday, July 1st. A different circus is coming, kids game show, new petting zoo, music each night, parade and car show on Saturday, music during the day Saturday, fireworks Friday evening with the cost split 3 ways-Valley Days, Village and Township, same fireworks company and price is expected to be the same. Discussion was held between Ms. Genova and the Board. Volunteers are desperately needed for the event. They have reached out and advertised the necessity for volunteers. Mayor Pro Tem Engstrom wants to make sure Valley Days lines everything up with Police Chief Whitney, otherwise everything sounds good.

- Resident Caleb Argo to request closing down two streets for a Veteran's Memorial fundraiser.

Not present this evening, will be on the agenda for the April 19, 2023 meeting.

No other public comments.

7. Reports from the President and Other Officers (on matters not otherwise appearing on the agenda).

A. President-Mayor Pro Tem Engstrom has nothing for the evening.

B. Trustees-Trustee Mountain has noticed some issues at the Stan Engstrom Park and the Municipal Park. There is some broken equipment, sticks, playground strips are coming up and look into a way for handicapped people to move around on the fill that is placed around the equipment. Mayor Pro Tem Engstrom asked that these concerns should be forwarded to Ryan Hamerlinck.

Trustee Mountain asked Chief Whitney if the speed signs are working. The Chief responded he believes so. Trustee Mountain went by the one on E 7th Street a few times and it did not register his speed. Discussion was held. The Chief will look into this.

Mayor Pro Tem Engstrom noticed the renewal letters for golf carts has been mailed out.

Trustee Rigg has noticed that the sign posts at the 1st Street Park need painted. Ms. Mullen and Ryan are working towards a replacement sign and she will discuss this again with him.

C. Police, Public Works & Administration- Chief Whitney informed everyone that as Stan mentioned earlier the letters have gone out for the golf cart renewals. The cameras for the squad cars will be installed soon. Trustee Stickell asked if the Village website and/or Village Facebook can be used to inform the residents about the golf cart changes. The Chief stated it is on the Police Facebook. We will try to get the word out by other methods.

Administrator Mullen reported on the following:

Ms. Mullen has nothing to report on this evening. She has been extremely busy with the 2022 audit that is being worked on right now.

8. Unfinished Business

- A. Review, consideration and approval of the IDOT Engineering Service Agreement for the 1st Street Re-Surfacing.

Ms. Mullen stated that Mark Lee is on the zoom call this evening for any questions the Board might have. The prices are much higher than they were. Engstrom asked Mark Lee what the time line is for the project. Mr. Lee responded that with all of the prep work it would be more than likely a summer of 2024 project.

Trustee Hoyt motioned to approve the IDOT Engineering Service Agreement for the 1st Street Re-Surfacing. Trustee Stickell made a second to the motion. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

Mark Lee was thanked for being on the zoom call this evening.

9. New Business

- A. Review, consideration and approval of an Intergovernmental Agreement for Co-Operative Public Communications Service to the Village of Coal Valley Police Department of Rock Island County, Illinois.

Chief Whitney explained that he and Sheriff Hart sat down and reviewed the contract. They have drafted a four-year contract and worked out the costs a bit better. Discussion was held.

Trustee Stickell made a motion to approve an Intergovernmental Agreement for Co-Operative Public Communications Service to the Village of Coal Valley Police Department of Rock Island County, Illinois. A second was offered by Trustee Rigg. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- B. Review, consideration and approval of a bid from Lakewood Electric to change lighting at the Village Hall to LED.

The Board reviewed the quote from Lakewood Electric. Discussion was held and there is \$7,800.00 budgeted for these.

Trustee Hoyt made a motion to approve Option A on the quote from Lakewood Electric. Trustee Mountain gave a second to the motion. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- C. Review, consideration and approval of a bid from Quad City Tree Care to remove 3 trees in the right-of-way area at 1420 W 5th Street.

The Board reviewed the bid from Quad City Tree Care for the tree removals on our Village right-of-way. Were there any other bidders for the trees. No, we use Quad City Tree Care as an in-town business.

A motion was made by Trustee Hoyt to accept the bid from Quad City Tree Care to remove 3 trees in the right-of-way area at 1420 W 5th Street. A second to the motion was offered by Trustee Stickell. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- D. Review, consideration and approval of a bid for the W 21st Avenue water main project (bids to be added to agenda Monday once bids are received and opened).

The bids were reviewed and Walter D. Laud, Inc. came in with the lowest bid of \$91,594.00. There was \$70,000.00 in the budget last year that was rolled over. Discussion was held.

Trustee Stickell made a motion to accept the bid from Walter D. Laud, Inc. for the W 21st Avenue water main project. Trustee Hoyt gave a second to the motion. Roll Call: Ayes-Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- E. Review, consideration and approval of the Treasurer's Report for February 2023.

Trustee Rigg motioned to approve the Treasurer's Report for February 2023. A second to the motion was given by Trustee Hoyt. Roll Call-Ayes: Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

- F. Approval of the bills presented for payment.

The bills were reviewed by the Board.

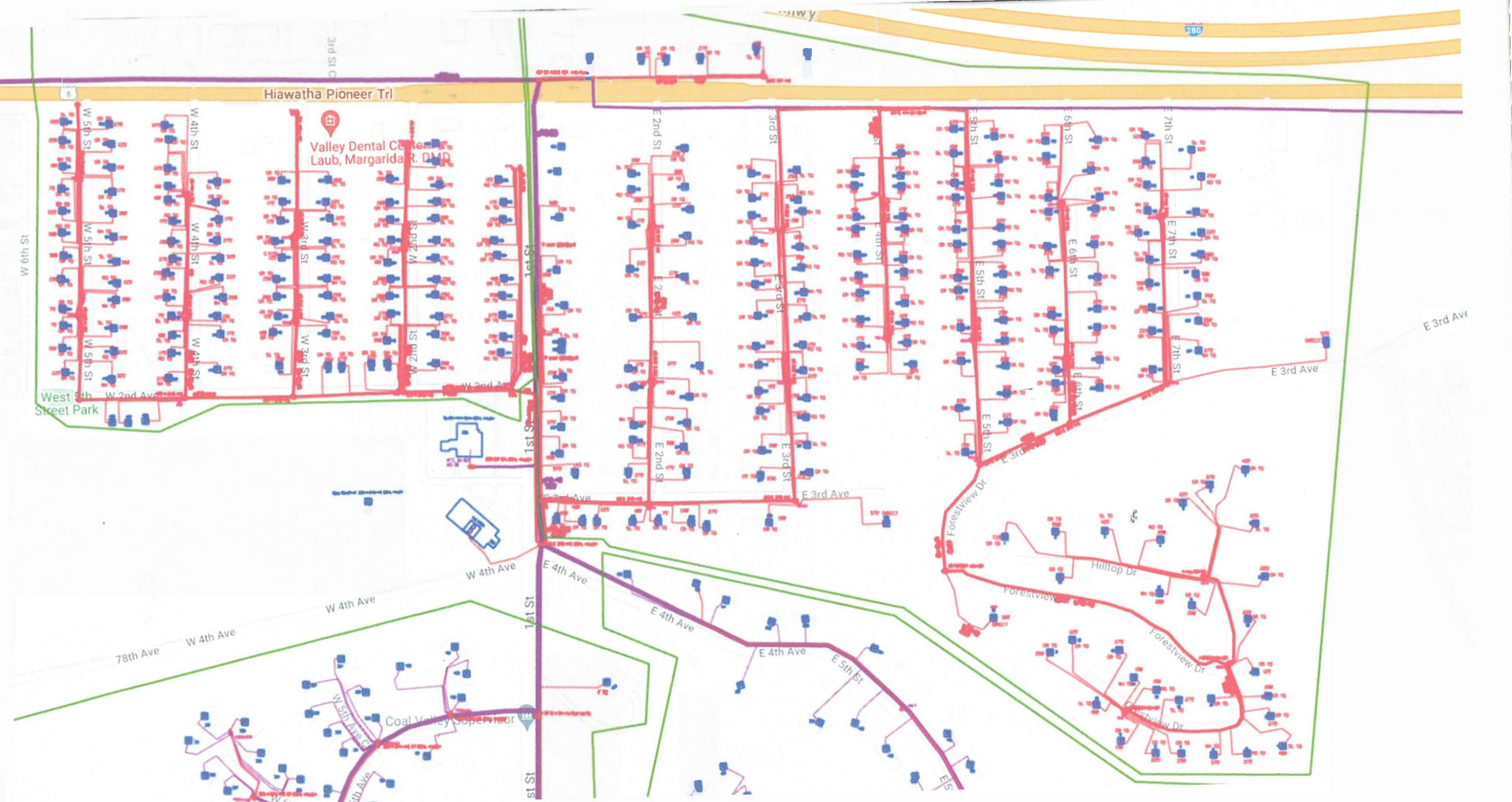
A motion was given by Trustee Stickell to approve the bills presented tonight for payment. Trustee Hoyt offered a second to the motion. Roll Call-Ayes: Mountain, Stickell, Hoyt, Rigg. Ayes 4, motion carried.

10. Adjournment

A motion was made by Trustee Stickell to adjourn tonight's Board meeting. A second was given by Trustee Mountain. Ayes 4, motion carried. Meeting adjourned at 6:28 p.m.

Respectfully submitted,

Deanna Hulliger
Village Clerk
Village of Coal Valley



Hiawatha Pioneer Trl

Valley Dental Center
Laub, Margarida R. DMD

W 6th St

W 5th St
W 4th St
W 3rd St
W 2nd St

W 4th St
W 3rd St
W 2nd St

W 3rd St
W 2nd St

W 2nd St

W 1st St

E 2nd St

E 3rd St

E 4th St

E 5th St

E 6th St

E 7th St

E 7th St

E 3rd Ave

West Street Park



W 4th Ave

E 4th Ave

78th Ave

W 4th Ave

W 4th Ave

E 4th Ave

E 4th Ave

E 5th St

Coal Valley Superior

Forestview Dr

Hilltop Dr

Forestview

Forestview Dr

Forestview Dr

E 3rd Ave

780

Year	Traffic Tickets	Written Warnings	Ordinance Tickets	Crash Reports	Domestic Call	Mental Health	Felony Arrest
2023							
January	21	39	2	3	9	1	0
February	29	29	3	2	7	4	1
March	19	32	2	1	8	4	2
April							
May							
June							
July							
August							
September							
October							
November							
December							
Total#	Traffic Tickets	Written Warnings	Ordinance Tickets	Crash Reports	Domestic Arrest	Juvenile Complaint	Felony Arrest
	69	100	7	6	24	9	3

Misdemeanor Arrest	DUI Arrest	CFS
0	1	197
4	0	177
7	0	192
Misdemeanor Arrest	DUI Arrest	CFS
11	1	566



575 12th Avenue
East Moline, IL 61244
563-345-2724
www.streamlinearchitects.com

Coal Valley Post Office Park Bid Form

Contractor: The Henley Group, LLC
Address: PO Box 1035
City, State, ZIP: Muscatine, IA 52761
Phone: 563-299-4575
Email: t.henley@henleygrp.com

Base Bid	<u>\$ 208,000</u>
Alternate 1A	<u>ADD\$ 240,000</u>
Alternate 1B	<u>ADD\$ 2,52,000</u>
Alternate 1C	<u>ADD\$ 225,000</u>
Alternate 1D	<u>ADD\$ 13,500</u>
Alternate 2	<u>ADD\$ 28,000</u>
Alternate 3A	<u>ADD\$ 160,200</u>
Alternate 3B	<u>ADD\$ 160,100</u>
Alternate 3C	<u>ADD\$ 125,500</u>
Alternate 4	<u>ADD\$ 80,000</u>



Submitted By (Company Representative)

March 10, 2023

(Date)

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Amendment to an Intergovernmental Agreement providing for the Rock River Valley Regional Sewer System.

WHEREAS, the City of Moline ("City") is a home rule municipality organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the City is authorized to contract and be contracted with (65 ILCS 5/2-2-12); and

WHEREAS, the City is authorized to enter into the intergovernmental agreement herein set forth by virtue of its home rule powers, as well as pursuant to Article VII, Section 10 of the Illinois Constitution, and by the provisions of the Illinois Governmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Cities of East Moline, Illinois, and Moline, Illinois, the Village of Coal Valley, Illinois, the County of Rock Island, Illinois, and the Metropolitan Airport Authority, entered into an Intergovernmental Agreement in 1977 "Original Agreement", establishing the Regional Sewer System and a Regional Sewage Treatment Plant (R.S.T.P.), which implemented a regional sanitary sewer system in the Rock River Valley area; and

WHEREAS, subsequent amendments to the Original Agreement have been implemented over the years, including the removal of Rock Island County and the Metropolitan Airport Authority of Rock Island County as participants; and

WHEREAS, the remaining parties to the Original Agreement, as amended, are desirous of further amending the Original Agreement, as set forth in the amendment thereto attached as Exhibit A and, by this reference, incorporated as though set forth at length herein (the "Amended Agreement"); and

WHEREAS, pursuant to Article V, Sections 1 & 2, of the Amended Agreement, the City of Moline is responsible for the operation of the Regional Sewer System (R.S.S); and

WHEREAS, East Moline and Coal Valley, agree to continue purchasing wastewater treatment services from Moline; and

WHEREAS, the United States Environmental Protection Agency has ordered the City of Moline and direct regional contributors to the sewer system to comply with evolving federal regulatory requirements; and

WHEREAS, the Amended Agreement requires each participant to enact sewer use regulations that are as least as strict as the standards established by the City of Moline's Code of Ordinances; and

WHEREAS, pursuant to 40 C.F.R. § 403.8(f)(1), as operator of the R.S.S., the City of Moline must be granted authority to enforce its pretreatment program in the other contributing jurisdictions without regard to jurisdictional boundaries; and

WHEREAS, the Amended Agreement vests the City of Moline with authority to enforce uniform (or stricter) pretreatment program provisions in the contributing communities in accordance with federal laws and regulations; and

WHEREAS, the Amended Agreement allocates costs for improvements to the R.S.S. in the same proportions as capacity allocations granted to each participant; and

WHEREAS, the City of Moline is authorized to establish and adjust, with notice, fixed, commodity and peak flow surcharge rates under the terms of the Amended Agreement; and

WHEREAS, the Mayor and City Council hereby find and determine that it is in the City's best interests to approve the Amended Agreement, and that approving the Amended Agreement will advance the City's interests and promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Moline, Rock Island County, Illinois, as follows:

BE IT RESOLVED THAT the foregoing recitals are incorporated as the findings of the City Council and, together with this Resolution's exhibits, are hereby incorporated into and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Amended Agreement is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Amended Agreement on the City's behalf.

BE IT FURTHER RESOLVED that the Mayor, City officials and staff are authorized and directed to take all steps necessary to implement and enforce the Amended Agreement's terms.

BE IT FURTHER RESOLVED that this Resolution shall be filed with the City Clerk as soon as practicable.

BE IT FURTHER RESOLVED that all resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of the conflict, expressly repealed on the effective date of this resolution.

BE IT FURTHER RESOLVED that all provisions of this resolution shall be deemed severable. In the event any provision of this resolution, or any application thereof, shall be found invalid or unenforceable, such finding shall not affect all other provisions of this resolution and all other lawful applications thereof.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval.

CITY OF MOLINE, ILLINOIS

Mayor

Passed: _____

Date

Passed: _____

Attest: _____

City Clerk

EXHIBIT A

Amended Agreement

(appended on following pages)



Utilities Department

Utilities Administration

30 18th Street
Moline, IL 61265
(309) 524-2300

Water Plant

1801 1st Avenue
Moline, IL 61265
(309) 524-2300

Utilities Field Maintenance Garage

11 18th Street
Moline, IL 61265
(309) 524-2300

North Slope WWTP

007 1st Avenue
Moline, IL 61265
(309) 524-2300

South Slope WWTP

2800 48th Avenue
Moline, IL 61265
(309) 524-2300



April 14, 2023

City of East Moline, IL
C/O Doug Maxeiner
915 16th Avenue
East Moline, IL 61244

Village of Coal Valley, IL
C/O Penny Mullen
816 1st Street
Coal Valley, IL 61240

RE: RRVRS Intergovernmental Agreement Amendment

Dear Penny and Doug,

Thank you for meeting on March 30, 2023 to discuss changes to the 1977 agreement. As discussed in the meeting, the majority of the changes relate to regulatory requirements specifically called out by the U.S. EPA. Other changes are clean-up to remove language which had become obsolete or irrelevant. A few changes are recommended as engineering measures to prevent hydraulic overload of the Regional Sewer System (R.S.S.). A summary is listed below:

Introduction

- The agreement has been retitled to: 'Amendment to ...'
- A table of contents has been added.

Article 1 General

- Identifies and updates participants.
- 1st, 2nd, 3rd, and 4th amendments will be referred to as "Amended Agreement"
- Participants can establish their own use charges and Pretreatment Programs.
- Participant SUOs and pretreatment programs must be at least as stringent as Moline's.
- Moline maintains legal authority to enforce its pretreatment program and sewer use ordinance.
- Removes language regarding administration of 1977 grant funds.

Article 2 RRVRS

- Defines and updates components of the RSS.
- Documentation of RSTP capacity (as defined by NPDES permit).
- Identifies Moline as owner of excess flow storage facilities.
- Updates descriptions, ownership, and capacity allocations of interceptors.

Article 3 Capacity Allocation

- Unchanged - RSTP Capacity allocations: EM= I; CV= 0.8 Mol = 7.2
- Interceptor allocations – reference exhibit A.
- Metering – updated language to minimize capital improvements related to metering. When not possible, affected party(s) shall share in the cost of construction.

Article 4 Construction Cost Allocation

- Removes language that references the 1977 improvements and inserts language pertinent to future improvements.
- Cost of construction of future improvements to the R.S.S. shall be shared by participants in the same proportions as capacity allocations.

Article 5 O&M Cost Allocation

- Establishment of a potential peak flow surcharge.
- Updated language on rate adjustment dispute resolution.
- Increase rate adjustment notification from 30 to 90 days.
- Added potential requirement for I/I control in participant collection systems.

Article 6 Pretreatment Program Requirements

- SUO adoption and Pretreatment program administration requirement.
- Moline may apply fees related to sampling and or other administration and compliance.
- Industrial permitting will flow through Moline.

Article 7 – deleted

Article 7 New – Dispute Resolution

- Streamlined form of resolution.

Article 8 Miscellaneous

- Legal Authority granted to Moline.
- Records requirement and introduction of Exhibit B.

As mentioned during the meeting, U.S. EPA has recently notified Moline that this intergovernmental agreement does not meet Clean Water Act requirements. It remains our goal to present this to our councils/boards in May 2023 to ensure timely compliance with this recent U.S. EPA directive. Please let me know if you have questions or concerns with an end of May goal to adopt this Amended Agreement.

Sincere regards,



Tony Loete
Utilities Director, City of Moline, IL

AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE ROCK RIVER
VALLEY REGIONAL SEWAGE SYSTEM

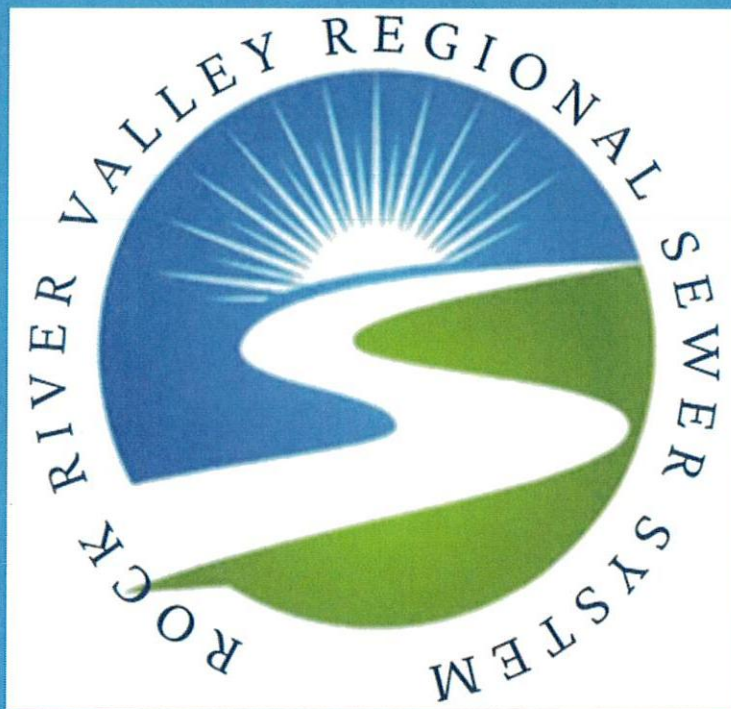


Table of Contents

ARTICLE I	4
GENERAL	4
ARTICLE II	5
ROCK RIVER VALLEY REGIONAL SEWERAGE SYSTEM	5
1. The Regional Sewage Treatment Plant-.....	5
2. The Interceptor Sewers-.....	5
ARTICLE III	6
CAPACITY ALLOCATION	6
1. The Sewage Treatment Plant -.....	6
2. The Interceptor Sewers-.....	7
3. Wastewater Metering Stations-.....	8
ARTICLE IV	8
CONSTRUCTION COST ALLOCATION	8
1. R.S.T.P. -.....	9
2. The Interceptor Sewers-.....	9
3. Storm Water Retention Facilities-.....	9
4. Wastewater Pumping Stations and Force mains -.....	9
ARTICLE V	9
OPERATION AND MAINTENANCE COST ALLOCATION	9
1. The Regional Sewage Treatment Plant -.....	9
2. The Interceptors -.....	10
3. Wastewater Metering -.....	10
4. Contributing Jurisdiction's Sanitary Sewer Infrastructure -.....	10
ARTICLE VI	11
PRETREATMENT PROGRAM REQUIREMENTS	11
ARTICLE VII	15
DISPUTE RESOLUTION	15
a. First Form of Arbitration -.....	15
b. Second Form of Arbitration -.....	16
ARTICLE VIII	16
MISCELLANEOUS	16
Term.....	16

Termination.....	16
Legal Authority.....	17
Review.....	17
Future Enhancement or Expansion.....	17
Records.....	18
Notices.....	18
Execution in Counterparts.....	20
No Third Party Beneficiaries.....	20
Captions and Section Headings.....	20
Governing Law.....	20
EXHIBIT A ASSET MAP	A
EXHIBIT B RECORD KEEPING TABLE	B

ARTICLE I

GENERAL

This Agreement is an amendment to "An Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System" made and entered into in 1977 between and among the City of Moline, Illinois; the City of East Moline, Illinois; the Village of Coal Valley, Illinois; Rock Island County, Illinois; and the Metropolitan Airport Authority of Rock Island County, Illinois ("Original Agreement"), as amended by that certain "An Amendment to An Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System," dated April 27, 1977 ("1st Amendment"), and that certain "Second Amendment to An Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System" ("2nd Amendment"), and that certain Third Amendment to An Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System ("3rd Amendment"). Pursuant to the 3rd Amendment, the County of Rock Island and Metropolitan Airport Authority of Rock Island County are no longer "Participant(s)" as defined in the Amended Agreement. This Fourth Amendment to "An Intergovernmental Agreement Providing for the Rock River Valley Regional Sewage System" ("4th Amendment") is made and entered into between and among the remaining parties to the Amended Agreement, namely: the City of Moline, Illinois, an Illinois home rule municipal corporation ("Moline"); the City of East Moline, Illinois, an Illinois municipal corporation ("East Moline"); and the Village of Coal Valley, Illinois, an Illinois municipal corporation ("Coal Valley") (Moline, East Moline and Coal Valley are the "Contributing Jurisdictions"). Cumulatively, the Original Agreement, 1st Amendment, 2nd Amendment, 3rd Amendment, and 4th Amendment shall be known as the "Amended Agreement." This Amended Agreement must be ratified by the written agreement of all Contributing Jurisdictions.

Pursuant to the provisions of Chapter 65, Article 11, Division 147, Illinois Revised Statutes (65 ILCS 5/11-147-1, et seq.), the Contributing Jurisdictions hereby contract and agree to develop and implement a regional sanitary sewerage system in the Rock River Valley area, herein called the Regional Sewerage System ("R.S.S."). East Moline and Coal Valley agree to purchase wastewater treatment services from Moline through the use of the Regional Sewage Treatment Plant ("R.S.T.P.") of the R.S.S., agree to share the interceptor sewers of the R.S.S. as hereinafter described in Article II in accordance with the terms of the Amended Agreement, and the Contributing Jurisdictions agree to establish their own user charges and Pretreatment Programs, all in accordance with the U.S. Environmental Protection Agency's (U.S. EPA) regulations, guidance from Moline, as are more particularly set forth herein, satisfying all applicable standards set forth in the U.S. Code of Federal Regulations and any law, statute, ordinance, rule, regulation, order or determination of any governmental authority with jurisdiction over the R.S.S. (including, without limitation, the City of Moline), as now or hereinafter amended (cumulatively, "Applicable Law").

The Contributing Jurisdictions' sewer use ordinances and pretreatment programs must be at least as stringent as the standards set forth in Moline's Code of Ordinances, Chapter 34, Division 4, "Use of Public Sewers," as amended from time to time (hereafter, the "Sewer Use Ordinance"). In the event of a conflict between the Contributing Jurisdictions' sewer use ordinances and pretreatment programs and the Sewer Use Ordinance or Moline's pretreatment program regulations, the most stringent standards shall govern. Furthermore, the Contributing Jurisdictions also hereby recognize and consent to the legal authority of Moline to implement and enforce its Pretreatment Program in all Contributing

Jurisdictions. East Moline and Coal Valley agree to adopt Moline's Pretreatment Program regulations as their own to ensure consistency across all Contributing Jurisdictions.

¹65 Illinois Compiled Statutes (ILCS) 5/Art. 11 Div. 147 *Sewer Disposal Contracts Between Certain Municipal Corporations*

¹ 40 U.S. Code of Federal Regulations (C.F.R.) § 403

ARTICLE II

ROCK RIVER VALLEY REGIONAL SEWERAGE SYSTEM

The R.S.S. is designed to convey sewage from the locations spanning across the Contributing Jurisdictions to the R.S.T.P. to be treated and discharged into the Rock River. The R.S.S. can be divided into two parts, which are described in detail below:

1. **The Regional Sewage Treatment Plant-** The Regional Sewage Treatment Plant(R.S.T.P.) of the R.S.S. is an existing facility named the Rock River Valley Regional Water Reclamation Facility (formerly, the South Slope Treatment Plant). Under this Amended Agreement, the City of Moline shall be the sole owner of the R.S.T.P, and it shall provide sewage treatment services to the Contributing Jurisdictions in accordance with the terms of this Amended Agreement. The design average flow capacity of the R.S.T.P. is 9 million gallons per day ("MGD"). The design maximum flow capacity through full treatment of the R.S.T.P. is 16.8 MGD. An additional 23 million gallons of storage capacity is available with the excess storm water retention facilities located at the R.S.T.P. The Contributing Jurisdictions acknowledge and agree that construction of the original 23 MG storm water retention facilities was funded entirely by the City of Moline.
2. **The Interceptor Sewers-** The Interceptor Sewers of the R.S.S. are divided into 14 divisions that span the Contributing Jurisdictions. They are generally described below and shown in Appendix A, Asset Map:
 - A. Interceptor A conveys wastewater from the east to the R.S.T.P. Interceptor A is segmented into two sub-divisions, A-1 and A-2. Division A-1 includes the Heritage Pump Station (on the south side of 49th Avenue between 44th Street and 47th Street) and an interceptor that runs from the Heritage Pump Station west to the R.S.T.P. A-1 is owned by the City of Moline. A-2 conveys wastewater from East Moline west to the Heritage Pump Station. A-2 is owned jointly by the City of Moline and the City of East Moline.
 - B. Interceptor B conveys wastewater from the Coal Creek Pump Station north across the Rock River, to feed into A-1. Interceptor B is jointly owned by the City of Moline and the Village of Coal Valley.
 - C. Interceptor C conveys wastewater from the east to the Coal Creek Pump Station, south of the Rock River. Interceptor C is segmented into two sub-divisions, C-1 and C-3. Division C-1 includes the interceptor sewer that runs from the intersection of 1st Avenue and Niabi Zoo Road in the Village of Coal Valley to the Coal Creek Pump Station. C-1 is

jointly owned by the City of Moline and the Village of Coal Valley. Division C-3 conveys wastewater from the Niabi Zoo, along Niabi Zoo Road, to the intersection of 1st Avenue and Niabi Zoo Road in the Village of Coal Valley where it feeds into C-1. C-3 is owned by the Village of Coal Valley. Division C-2 was planned but never constructed. C-2 was anticipated to convey wastewater west to the intersection of 1st Avenue and Niabi Zoo Road in the Village of Coal Valley along the State Highway Route 6.

- D. Interceptor D was never fully constructed and it exclusively serves the City of Moline around the Quad Cities International Airport. It is owned by the City of Moline.
- E. Interceptor E conveys wastewater from the intersection of 78th Avenue and Route 150 at the southeast corner of the Quad City International Airport to the Coal Creek Pump Station. Interceptor E is segmented into two subdivisions, E-1 and E-2. Division E-1 includes the interceptor sewer that runs from Route 150 (approximately 325 ft. south of its intersection with State Highway Route 6) to the Coal Creek Pump Station. E-1 is jointly owned by the City of Moline and the Village of Coal Valley. Division E-2 conveys wastewater from the intersection of 78th Avenue and Route 150 to the junction with E-1 at 325 ft. south of the intersection of State Highway Route 6 and Route 150. E-2 is jointly owned by the City of Moline and the Village of Coal Valley. Division E-3 was never constructed.
- F. Interceptor F conveys wastewater north from about a half mile west of the intersection of 113th Avenue and 104th Street in Rock Island County to a junction with the Coal Valley collection system. Interceptor F runs until it reaches the intersection of 1st Street and 23rd Avenue in the Village of Coal Valley. From there, F enters the Coal Valley collection system, which runs north on 1st Street through the Village of Coal Valley until it connects to C 1 at the intersection of 1st Street and 1st Avenue in the Village of Coal Valley. Interceptor F is jointly owned by the City of Moline and the Village of Coal Valley.
- G. Interceptor H serves the Quad Cities Municipal Airport and runs east to the junction of E-1 and E-2. It is owned by the City of Moline.
- H. Interceptor I conveys wastewater east around the south side of the Quad Cities International Airport to a junction at the south end of E-2 at the intersection of 78th Avenue and Route 150. Interceptor I is segmented into several subdivisions. I-3 and I-2 both serve the Airport and meet at a junction with I-1 on the South Eastern side of the Airport. All of the interceptors are owned by the City of Moline. I-4 was constructed and served western parts of the airport, feeding into I-3, but it has since been abandoned.

ARTICLE III

CAPACITY ALLOCATION

1. **The Sewage Treatment Plant** -The R.S.T.P. has the capacity of treating an annual average flow of 9.0 MGD. The table below displays the average (averaged over three (3) month periods or "quarterly") daily flow capacities of the R.S.T.P. allocated to each of the Contributing Jurisdictions.

Contributing Jurisdiction	Flow (MGD)	Biological Oxygen Demand (lbs./day)	Suspended Solids (lbs./day)
City of Moline	7.2	7,631	9,774
City of East Moline	1	1,668	2,029
Village of Coal Valley	0.8	1,334	1,621

A Contributing Jurisdiction shall not discharge wastewater loads into the R.S.T.P. greater than the amount allocated above. However, each Contributing Jurisdiction shall have the right to negotiate the transfer of unused, but herein allocated, design capacity to another Contributing Jurisdiction subject to mutually agreeable terms between the parties involved. It shall be the responsibility of the appropriate Contributing Jurisdictions to notify, in writing, the City of Moline of any negotiated changes in capacity allocation. Where such capacity allocation changes are made, an addendum to this Amended Agreement setting forth the terms and the resulting allocation shall be executed by the Contributing Jurisdictions involved in the capacity transfer (any unaffected party need not sign such addendum) and added as an exhibit to this Amended Agreement. If unused capacity is not available, neither the Contributing Jurisdictions nor the City of Moline shall be allowed to discharge wastewater loads greater than the amount allocated above.

If a new Contributing Jurisdiction is added to the R.S.S. and begins discharging wastewater to the R.S.T.P., then the capacity allocated to the new Contributing Jurisdiction will be subtracted from the capacity currently allocated to the City of Moline.

- 2. The Interceptor Sewers** - The interceptors receive sanitary flow from the collection systems of each of the Contributing Jurisdictions. These interceptors carry the wastewater from the Contributing Jurisdictions to the R.S.T.P. In addition to streamlining the path of the wastewater, the interceptors also prove to be an effective tool for monitoring the flows coming into the system. Under this Agreement, each Contributing Jurisdiction shall be entitled to utilize the interceptor sewers described in Article II, Section 2 up to the maximum percentages of the interceptor daily flow capacities allocated to each respective Contributing Jurisdiction as described in the table below. No Contributing Jurisdiction shall be allowed to utilize the interceptor sewers to an extent greater than allocated, except, however, that each Contributing Jurisdiction shall have the right to negotiate the transfer of unused, but herein allocated, design flow capacity between the parties of this Agreement on mutually agreeable terms. The City of Moline must be notified of any negotiations between Contributing Jurisdictions that may result in changes to the capacity allocations. Where such interceptor sewer utilization changes are made, an addendum to this Amended Agreement setting forth the terms and the resulting utilization allocation shall be executed by the Contributing Jurisdictions involved in the utilization transfer (any unaffected party need not sign such addendum) and added as an exhibit to this Amended Agreement. In the event that the percentage of the interceptor flow capacity allocated to a Contributing Jurisdiction does not meet the flow capacity to the R.S.T.P. allocated to a Contributing Jurisdiction, the percentage of the interceptor flow capacity will be adjusted accordingly.

Interceptor	Contributing Jurisdictions		
	City of East Moline	Village of Coal Valley	City of Moline
A-1	24%	14%	62%
A-2	69%	0%	31%
B	0%	47%	53%
C-1	0%	65%	35%
C-2			
C-3	0%	63%	37%
D	0%	0%	100%
E-1	0%	33%	67%
E-2	0%	37%	63%
F	0%	50%	50%
I-1	0%	0%	100%
I-2	0%	0%	100%
I-3	0%	0%	100%
Stormwater Retention	0%	0%	100%

3. **Wastewater Metering Stations** - Wastewater metering stations have been installed at two (2) locations, which currently measure flow from the Contributing Jurisdictions. These metering stations will measure the actual flow of wastewater flowing to the interceptor and to the R.S.T.P. Moline shall have the right to check the flow rate periodically and obtain samples to test for water quality at the metering stations. If additional metering stations are needed to accommodate future growth of the R.S.S. as determined by Moline, Moline shall construct and install or cause to be constructed and installed such metering station(s) and the Contributing Jurisdiction affected by the new metering shall reimburse Moline in full for the cost of the purchase, installation, maintenance, and operation of the flow meter, payable within thirty (30) days of being presented with an itemized invoice detailing all fees incurred and describing the nature of any work performed. If Moline elects not to construct additional metering stations in response to future growth following the Effective Date of this Amended Agreement, then in lieu of construction of additional metering stations, each effected Contributing Jurisdiction shall provide the City of Moline with metered sales data on a quarterly basis on the 25th day of the month after the end of each quarter. Charge calculations based on quarterly metering data and an approximate inflow and infiltration factor shall be agreed between the City of Moline and the Contributing Jurisdiction affected.

ARTICLE IV

CONSTRUCTION COST ALLOCATION

The Contributing Jurisdictions agree to share the initial cost of the construction of any newly constructed improvements to the R.S.S., including the R.S.T.P., interceptors, forcemains or wastewater pumping stations. The cost of construction includes any legal, engineering or other costs associated with the planning, design and construction of the improvements. The cost share for the existing and any improvements to the stormwater retention facilities shall be negotiated between the Contributing Jurisdictions. The cost share for any new improvements to the forcemains or wastewater pumping

stations shall be negotiated between the Contributing Jurisdictions. Following initial construction, the cost of operating and maintaining the R.S.S. infrastructure shall be as provided in Article V.

1. **R.S.T.P.** - The cost share for the R.S.T.P. shall be in proportion to the allocation of design capacity to each Contributing Jurisdiction as contained in Article III, as the same may be amended from time to time.
2. **The Interceptor Sewers-** The cost share for the interceptor sewers shall be in proportion to the allocation of utilization of the respective interceptor sewer(s) to each Contributing Jurisdiction as contained in Article III, as the same may be amended from time to time. (Also see Exhibit A.)
3. **Storm Water Retention Facilities-** The cost share for the existing and any improvements to the stormwater retention facilities shall be negotiated in good faith between the Contributing Jurisdictions. In such negotiations, the share of each Contributing Jurisdiction shall be in proportion to the benefit of a given existing stormwater retention facility or proposed stormwater retention improvement attributable to a particular Participating Jurisdiction(s). If a formula or cost share is not agreed upon, then the parties agree to utilize the dispute resolution process outlined in Article VI.
4. **Wastewater Pumping Stations and Forcemains -** The cost share for any improvements to the forcemains or wastewater pumping stations shall be negotiated in good faith between the Contributing Jurisdictions. In such negotiations, the share of each Contributing Jurisdiction shall be in proportion to the benefit of a given proposed improvement to a forcemain or wastewater pumping station share attributable to a particular Participating Jurisdiction(s). If a formula or cost share is not agreed upon, then the parties agree to utilize the dispute resolution process outlined in Article VII.

ARTICLE V

OPERATION AND MAINTENANCE COST ALLOCATION

The Contributing Jurisdictions agree to share the cost of the operation and maintenance of the R.S.S. in accordance with their utilization of the system as measured by actual wastewater flows through the various interceptors of the system and into the R.S.T.P. All operations and maintenance charges shall be in accordance with the rules and regulations of the Illinois Pollution Control Board, the Illinois Environmental Protection Agency and the U.S. EPA and all Applicable Law. The Contributing Jurisdictions agree to be governed by the Federal Water Pollution Control Act, P.L. 92-500 as amended from time to time, which, by this reference, shall be incorporated as though fully set forth herein and be made as part hereof. The operations and maintenance of the R.S.S. can be broken down into three categories:

1. **The Regional Sewage Treatment Plant -** Moline shall be responsible for the operation and maintenance of the R.S.T.P. In carrying out this responsibility, Moline shall charge the other Contributing Jurisdictions for the treatment and disposal of wastewater in accordance with Section 34-3200(b) of the City of Moline Code of Ordinances, as amended from time to time and as otherwise provided herein. Such sewage service charges shall be established by ordinances of

Moline as amended from time to time. The commodity rate shall indicate the fee per thousand gallons of sanitary sewer and wastewater service along with a fixed fee. A peak flow surcharge may also be established. Adjustments in the said sewage service charges and peak flow surcharge or cost of providing sewer service to the Contributing Jurisdiction may be made from time to time in accordance with studies conducted by or for Moline indicating that the cost of operations and maintenance of the R.S.T.P. has changed and an adjustment in charges is warranted. Written justification for an adjustment in the sewage service charge will be mailed to a designated official of each of the Contributing Jurisdictions by Moline at least ninety (90) days prior to the effective date of such proposed adjustment. In the event of a disagreement on the original service charge or proposed adjustment to the sewer service charge, written notification of disagreement shall be made to the City of Moline within ten (10) days of receipt of the adjustment notification. The parties shall agree to reconcile the difference through the processes set forth in Article VII of this agreement. Any adjustment shall be retroactive to the date of filing. Notwithstanding the foregoing, in no event shall Moline be required to continue providing services to any Contributing Jurisdiction as provided herein in the event that the sanitary sewer and wastewater service rates, fixed fees, and peak flow surcharges are or become inadequate to reimburse Moline in full for the cost of operations and maintenance of the R.S.T.P. ("Inadequate Compensation"). Should the binding arbitration process result in the imposition of sewage service charges by Moline to one or more Contributing Jurisdictions determined by Moline to be Inadequate Compensation as defined hereinabove, Moline may give the affected Contributing Jurisdiction(s) written notice of termination of this Amended Agreement, in which case any charges prior to the effective date of such termination shall be prorated.

2. **The Interceptors** - Moline shall be responsible for the operations and maintenance of the interceptors to the R.S.S., and the pump stations within the City of Moline corporate limits and Metropolitan Airport Authority property. The aforementioned sewage service charge and peak flow surcharge to Contributing Jurisdictions will be sufficient to cover the cost of interceptor sewer operation and maintenance as well as the Heritage Pumping Station and Coal Creek Pumping Station, such that no separate interceptor charge will be computed or imposed.
3. **Wastewater Metering** - The City of Moline will continue to maintain the metering stations as an integral part of the interceptor sewer, to measure the actual quantity of wastewater. The City of Moline and the Contributing Jurisdiction involved will jointly check each metering station for proper function at least annually. The City of Moline shall have the right to check the flow rate periodically and obtain samples to test for water quality at the metering stations. Metering stations constructed after the execution date of this agreement in accordance with Article III (3) shall also be maintained by Moline and incorporated into future cost sharing. All connections to an R.S.S. interceptor, as defined in Article III (3), made by a property outside the legal jurisdiction of any Contributing Jurisdiction shall be deemed customers of the R.S.S and shall be invoiced by the Moline at the rates then in effect under the City of Moline's Code of Ordinances.
4. **Contributing Jurisdiction's Sanitary Sewer Infrastructure** - It is the intent of the parties to this Agreement that each Contributing Jurisdiction shall own, operate and maintain the sanitary sewerage facilities located within the Contributing Jurisdiction's borders at its own expense, except the interceptor sewers of the R.S.S., subject to the terms of this Agreement. The sanitary sewerage facilities located within each respective Contributing Jurisdiction shall be designed,

constructed, installed, maintained and operated in such a manner as may be necessary to collect and deliver wastewater produced within the respective Contributing Jurisdiction to its connection point with the R.S.S. in accordance with Applicable Law, specifications provided by Moline. Each respective jurisdiction shall have a duty to monitor, manage and mitigate excessive infiltration and inflow in accordance with standards now or hereinafter adopted by Moline. The Contributing Jurisdiction shall be responsible for providing adequate wastewater flow and pressure to the connection site(s) with the R.S.S.

ARTICLE VI

PRETREATMENT PROGRAM REQUIREMENTS

Each Contributing Jurisdiction shall enact, prior to connection with and discharge to the R.S.S., a sewer use ordinance that establishes standards, including pollutant specific local limits, for wastewater discharge that is at least as strict and as broad in scope as the current City of Moline's Sewer User Ordinance and Pretreatment Program, which are subject to be amended from time to time. The City of Moline shall notify each Contributing Jurisdiction within 14 days of any change to either document. Each Contributing Jurisdiction will then adopt revisions to its sewer use ordinance that are at least as stringent as those adopted by the City of Moline. If Contributing Jurisdictions are already discharging to the R.S.S., but have not established the aforementioned standards, then the Contributing Jurisdiction must do so immediately, but in no event later than the first regular meeting of the Contributing Jurisdiction's governing board following the date on which this 4th Amendment is executed by all remaining Contributing Jurisdictions. The City of Moline will review each Contributing Jurisdictions' Sewer User Ordinance and Pretreatment Program. Each Contributing Jurisdiction will diligently enforce its sewer use ordinance, including all technical and administrative duties necessary to implement and enforce it within its own jurisdiction at its own expense. A Contributing Jurisdiction must develop an enforcement response plan that is at least as strict, carries at minimum the same disciplinary measures, and incurs at minimum the same fines against a noncompliant Industrial User that would be levied in the enforcement response plan found in the City of Moline's Pretreatment Program and Sewer User Ordinance. The City of Moline may apply fees to the Contributing Jurisdictions in accordance with the Illinois Environmental Protection Agency and the U.S. EPA's regulations.

1. Each Contributing Jurisdiction will take all actions necessary to ensure that industrial users within its boundaries are subject to the Pretreatment Program, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use ordinance on industrial users located within its jurisdiction. Each Contributing Jurisdiction will update the industrial waste survey; process and issue permits to all industrial users required to obtain a permit subject to the approval of Moline; conduct inspections, sampling, and analysis; perform enforcement activities; and perform any other technical or administrative duties the City of Moline or Contributing Jurisdiction deem appropriate. In addition, Contributing Jurisdiction will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. Such emergency action may include any remedies available at law or in equity.

2. Each Contributing Jurisdiction, with the City of Moline's review and approval, shall conduct annual industrial waste surveys within the area of its sewage collection system contributing to the R.S.S. and determine which users shall be designated Industrial Users as herein below defined. Each Contributing Jurisdiction must submit an updated Industrial User inventory to the City of Moline on at least an annual basis as well as record of and current information on all permitted industrial dischargers. Industrial Users are non-domestic sewer users that discharge pollutants into the R.S.S.¹ Each Contributing Jurisdiction must determine the wastewater characteristics of each of the designated Industrial Users and enact control mechanisms appropriate for the Industrial User with the approval of Moline. More information on the control mechanism is provided in Section 4 of the City of Moline Pretreatment Program and City of Moline Sewer User Ordinance Sec. 34-3404, 34-3405, as amended from time to time.
3. Whenever a new industrial user begins operations in a Contributing Jurisdiction, or any time an existing industrial user increases its discharge by 10 percent (10%) or more or changes the content of its discharge, renewal of discharge permit, or any time it is requested by City of Moline, Contributing Jurisdiction will require that such industrial user complete and submit a new or updated discharge permit application supplied by Moline. Contributing Jurisdiction will forward a copy of the completed application to City of Moline for review, processing and approval or denial.
4. Contributing Jurisdiction will inspect and sample all industrial users located in its jurisdiction no less than once each year or portion thereof in which an industrial user is operating. Contributing Jurisdiction will submit written notice of scheduled inspections to Moline at least five business days prior to the inspection in accordance with the notice provisions set forth in Article VIII, providing the opportunity for City of Moline to attend all inspections. If an inspection is in response to an emergency situation and such advance notice is not possible, Contributing Jurisdiction will make every effort to informally notify Moline of the impending inspection so Moline may attend. Contributing Jurisdiction will forward copies of all inspection reports to Moline within 15 calendar days of the inspection or any reinspections necessitated by the initial inspection. Promptly upon the mutual execution of this 4th Amendment, each Contributing Jurisdiction will submit (or adopt and submit, as the case may be) to City of Moline for review its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to or be amended as necessary to conform with those set out in 40 CFR 136, except as otherwise required by U.S. EPA.
5. The Contributing Jurisdictions will share records with the City of Moline in accordance with Article VIII ("Records"). If an Industrial User discharging into the R.S.S. is found to be noncompliant with the Contributing Jurisdiction's Pretreatment Program, Local Limits, or Sewer User Ordinance, during inspection or an industrial waste survey, or discharges a volume greater than twenty-five thousand gallons per day (25,000 GPD) without designation as a significant industrial user (SIU), then the host Contributing Jurisdiction will notify Moline and the host Contributing Jurisdiction shall promptly begin implementing its enforcement

¹ 40 C.F.R. § 403.2.3, *Definitions*

procedures. Under no circumstances shall any environmental remediation wastewater discharges be made to the Contributing Jurisdiction's collection system without prior authorization from the City of Moline. In all respects, each respective Contributing Jurisdiction shall have a duty to monitor, manage and mitigate excessive infiltration and inflow in accordance with the Contributing Jurisdiction's Pretreatment Program, Local Limits, or Sewer User Ordinance and any permits issued to the Industrial User.

6. The City of Moline shall have the right to accept or reject any determination made by a Contributing Jurisdiction with regards to: whether or not an industry or commercial entity should be designated as an Industrial User or Significant Industrial User; the control mechanisms placed on each Industrial User in accordance with the host Contributing Jurisdiction's sewer use ordinance or the City of Moline Sewer Ordinance (whichever is stricter); and the wastewater discharge characteristics of that Industrial User. Such determination shall be made in writing by Moline's Director of Utilities. Any rejection shall be provided in writing with reasons therefore. All determinations by said Moline official shall be final.
7. Contributing jurisdiction will issue permits to all industrial users located in its jurisdiction required to be permitted under its sewer use ordinance, subject to approval by Moline. Permits must be issued prior to any discharge. The permit must be approved by the City of Moline prior to issuance to the Industrial User. The City of Moline shall provide guidance to each Contributing Jurisdiction for uniform application of the Pretreatment Program and industrial cost recovery system. The permit for Industrial Users will be generated by the City of Moline, and the Contributing Jurisdictions may amend the permit for the Industrial Users within their jurisdiction with the approval of the City of Moline. In the event that the industrial user monitoring analytical results collected by a Contributing Jurisdiction do not substantially agree with analysis performed by the City of Moline, the Contributing Jurisdictions and the City of Moline shall reconcile the difference through the dispute resolution process set forth in Article VII of this Agreement.
8. The City of Moline shall have the complete right of access to all industrial facilities of an Industrial User in which a discharge source or treatment system is located or in which records are required to be kept for the limited purpose of determining compliance with pretreatment standards and to determine the wastewater volume and strength of pollutant load of the Industrial User. The legal authority of the City of Moline to access the facilities and all obligations of the Industrial User to allow access shall be provided in the Sewer Use Ordinance of each Contributing Jurisdiction. Where consent to access the facilities or any portion thereof as may be reasonably necessary to conduct the inspection is withheld by the Industrial User, the discharge permit shall be summarily suspended by the Contributing Jurisdiction until such time as access is granted and the inspection is completed. Moline may apply to a court of competent jurisdiction for an administrative search warrant to inspect the industrial facility.
9. For each Industrial User, the wastewater flow and characteristics shall be determined by agreement among the Industrial User, the Contributing Jurisdiction, and the City of Moline. The industrial user discharge shall be compliant with the standards set forth by the City of Moline's Sewer User Ordinance, including local limits, the Illinois Environmental Protection Agency, and the U.S. EPA. Contributing Jurisdiction will require Industrial Users to construct and maintain a flow metering station and a facility to collect and preserve composite

wastewater samples when required by City of Moline. Said station shall be constructed to specifications acceptable to the City of Moline. The City of Moline shall have the right to analyze a portion of any sample obtained, and to conduct sampling and flow monitoring programs using these facilities at any time.

10. Contributing Jurisdiction will enforce the provisions of its sewer use ordinance, permits, and pretreatment program. If the City of Moline finds that a Contributing Jurisdiction is failing to adequately enforce the pretreatment program, the City of Moline will assume enforcement responsibilities and charge the contributing jurisdiction for the costs incurred in enforcing the pretreatment program in the other jurisdiction. If the results of the analysis of an Industrial User (i.e. sampling, inspection, compliance report reviewing) by a Contributing Jurisdiction do not substantially agree with an analysis performed by the City of Moline, the two parties shall reconcile the differences through the dispute resolution process set forth in Article VII of this Agreement. The Contributing Jurisdiction hereby acknowledges and agrees that the City of Moline has the legal authority to enforce the host Contributing Jurisdiction's Pretreatment Program and regulate Industrial Users outside of its jurisdiction and within the Contributing Jurisdiction's jurisdiction provided that such Industrial Users discharge into the R.S.S. whenever the efforts of the Contributing Jurisdiction are deemed inadequate or untimely in Moline's sole discretion. The costs of such enforcement shall be reimbursed in full within thirty (30) days of presentment of a detailed invoice(s) therefore. Failure of any party to this Amended Agreement to insist upon the strict performance of a Pretreatment Program, discharge standards, or any term or condition of a permit issued to an Industrial User shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such limitation, term or standard.
11. City of Moline may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. City of Moline shall endeavor to provide notice as circumstances may allow to the Industrial User and Contributing Jurisdiction of its intent to take emergency action prior to taking action. The opportunity to respond by either party, however, may be limited to a hearing after the emergency powers of City of Moline have been exercised.

ARTICLE VII

DISPUTE RESOLUTION

1. If a dispute arises between the parties concerning this Agreement ("Dispute") or in the event of a breach or violation of any material term, representation, covenant, agreement, or condition of this Amended Agreement ("Default"), the party asserting the Dispute or not in Default shall serve written notice upon the other party to the Dispute or the party in Default, which notice shall be in writing and shall specify the particular Dispute or Default with sufficient detail to reasonably inform the other party of the nature of the Dispute or Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is negotiated) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by either Party shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default or in the event of a Dispute, including without limitation a Dispute concerning whether or not a Default or Event of Default has occurred, the parties involved shall participate in the "Dispute Resolution" process set forth herein below.
2. The parties involved in such Dispute, Default, or Event of Default will first attempt to resolve the same by negotiation. Each party will designate persons to negotiate on their behalf. The parties will meet and negotiate in good faith in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each party, which will be binding upon the parties. If necessary, the parties involved in the dispute will execute an addendum to this Amended Agreement. Each party will bear its own costs, including attorneys' fees. If the parties do not resolve the dispute through negotiation, the parties involved shall proceed to arbitration as set forth herein below.
3. Where arbitration is provided for in this Agreement, such arbitration shall be conducted upon written notice of any of the Contributing Jurisdictions, and may take one of two forms that are explained below. If both of the Contributing Jurisdictions agree to employ the first form of arbitration, then the first form will be utilized. However, if one of the Contributing Jurisdictions requests the second form of arbitration, then that form will be employed.
 - A. **First Form of Arbitration** - The Contributing Jurisdictions involved in any dispute shall request the assistance of a local mediator, Professional Engineer or retired judge, who the two Contributing Jurisdictions can agree upon to act as an arbitrator. A list of mediators will be determined and agreed upon at the annual contributor meeting.

The arbitrator designated and acting under the terms of this Agreement, shall make a decision in strict conformity with such rules, regulations, and applicable laws which govern the terms of this Agreement, and shall have no power to depart from or change any of the provisions thereof. Such decision shall be final and binding. The expense of arbitration proceedings conducted hereunder shall be borne equally by

the parties of the dispute. All arbitration proceedings shall be conducted at a location in Rock Island County, Illinois chosen by the Contributing Jurisdictions.

- B. **Second Form of Arbitration** - The Contributing Jurisdictions involved in any dispute shall request an arbitrator chosen from a list provided by the American Arbitration Association, and in accordance with the rules of such association.

The Contributing Jurisdictions involved in any dispute hereunder shall request immediately, upon notice by one party, a panel of arbitrators from the American Arbitrator Association, Chicago, Illinois, from which the Contributing Jurisdictions shall choose one arbitrator by eliminating names until one suggested arbitrator is remaining.

The arbitrator designated and acting under the terms of this Agreement, shall make a decision in strict conformity with such rules, regulations, and applicable laws which govern the terms of this Agreement, and shall have no power to depart from or change any of the provisions thereof. Such decision shall be final and binding. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties of the dispute. All arbitration proceedings shall be conducted at a location in Rock Island County, Illinois chosen by the Contributing Jurisdictions.

ARTICLE VII

MISCELLANEOUS

Term

The Term of this Agreement shall commence upon execution by the last Contributing Jurisdiction and shall thereafter remain in effect unless or until it is terminated or amended by written agreement of all Contributing Jurisdictions.

Termination

1. This Amended Agreement is conditioned upon the faithful performance by all parties of all the terms and provisions hereof. Any party may give notice of termination for an Event of Default involving a material term of this Amended Agreement if the dispute resolution process described herein does not resolve the Event of Default.
2. This Amended Agreement may be terminated upon the written agreement of all parties approved by their respective corporate authorities, in which case any costs prior to the effective date of such termination shall be prorated.

Legal Authority

The City of Moline, Illinois and each Contributing Jurisdiction holds the legal authority to establish and operate a pretreatment program for Industrial Users of the R.S.S. and enforce the penalties for violating the respective sewer user ordinances. Penalties for violations of the City of Moline's Sewer User Ordinance are set forth therein.

The City of Moline has the Legal Authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants where such discharges do not meet the applicable Pretreatment Standards and Requirements or where such contributions would cause the City of Moline to violate its National Pollutant Discharge Elimination System (NPDES) permit.

Review

The City of Moline shall, at least annually, call a meeting of all of the Contributing Jurisdictions and the City of Moline to review the operation, maintenance, and capacity allocations of the R.S.S. This meeting shall also be an opportunity for each individual Contributing Jurisdiction to offer recommendations regarding the aforementioned matters. Questions regarding Moline's Sewer Use Ordinance and Pretreatment Program shall be brought forth during such annual meetings.

Future Enhancement or Expansion

If in the future it is determined by the City of Moline that any or all of the R.S.S. should be enhanced or expanded or if a higher degree of treatment is required by any Federal or State agency and construction of additional treatment facilities are necessary, the Contributing Jurisdictions agree to share the cost of such enhancements or expansions in proportion to their benefit as contained in Article III. Prior to any enhancement or expansion to the R.S.S., the Contributing Jurisdiction shall notify the City of Moline in writing documenting adequate allocation and capacity is available within the R.S.S. The City of Moline shall be provided copies of all applications for construction of new or expanded sewers or pumping stations as required by the Illinois Pollution Control Board (Title 35; Subtitle C; Chapter 1; Section 309:202) prior to the construction thereof.

Additional jurisdictions may begin discharging to the R.S.S. on the condition that the Contributing Jurisdictions sign an amended or superseding Intergovernmental Agreement providing for the same pursuant to the written agreement of all Contributing Jurisdictions, provided that such additional jurisdictions meet the requirements to discharge into the R.S.S. set forth in this Amended Agreement. The capacities allocated to the new Contributing Jurisdictions will be deducted from the capacity allocated to the City of Moline.

Records

The books and records of each Contributing Jurisdiction that pertain to the subject of this Agreement shall at all reasonable times be subject to inspection and audit by any other Contributing Jurisdiction and the City of Moline.

Each Contributing Jurisdiction will collect and maintain a library of general program files that document the Pretreatment Program development and the implementation activities and will submit any updates to the City of Moline. This library of records must keep local limits records for a minimum of three years², be readily accessible for inspection and copying by the U.S. EPA, and be available to the public without restriction, except for confidential business information. The documents kept in this library include, but are not limited to those listed in the table in Appendix B.

The Sewer User Ordinance permits for Industrial Users and all documents related to applications, inspections, samples, monitoring, enforcement, and the control mechanism must be kept and maintained for a minimum of three years after the expiration of term of the control mechanism or permit.

Notices

All notices and other communications in connection with this Amended Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to Moline:

City of Moline
619 16th Street
Moline, IL 61265

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attn: Margaret Kostopulos

² U.S. EPA, "Introduction to the National Pretreatment Program", Chap. 4, PROGRAM MANAGEMENT AND RECORD KEEPING, June 2011

For notices and communications to East Moline:

City of East Moline
915 16th Ave
East Moline, IL 61244
Attn: City Administrator

With a copy to:

For notices and communications to Coal Valley:

Village of Coal Valley
900 1st ST
Coal Valley, IL 61240

With a copy to:

Churchill and Churchill PC
1610 5th Ave
Moline, IL 61265
Attn: Maureen Riggs

By notice complying with the foregoing requirements of this section, each party shall have the right to change addressees or addresses or both for future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

The following individuals shall be designated as the primary representative for each Party:

MOLINE: Director of Utilities

EAST MOLINE: City Administrator

COAL VALLEY: Village Administrator

Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other parties.

Execution in Counterparts

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

No Third Party Beneficiaries

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

Captions and Section Headings

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Governing Law

This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Amended Agreement.

Our concurrence in the terms and conditions of this Amended Agreement are documented through the authorized signatures and corporate seals.

CITY OF MOLINE:

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

DATE: _____

VILLAGE OF COAL VALLEY:

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

DATE: _____

CITY OF EAST MOLINE:

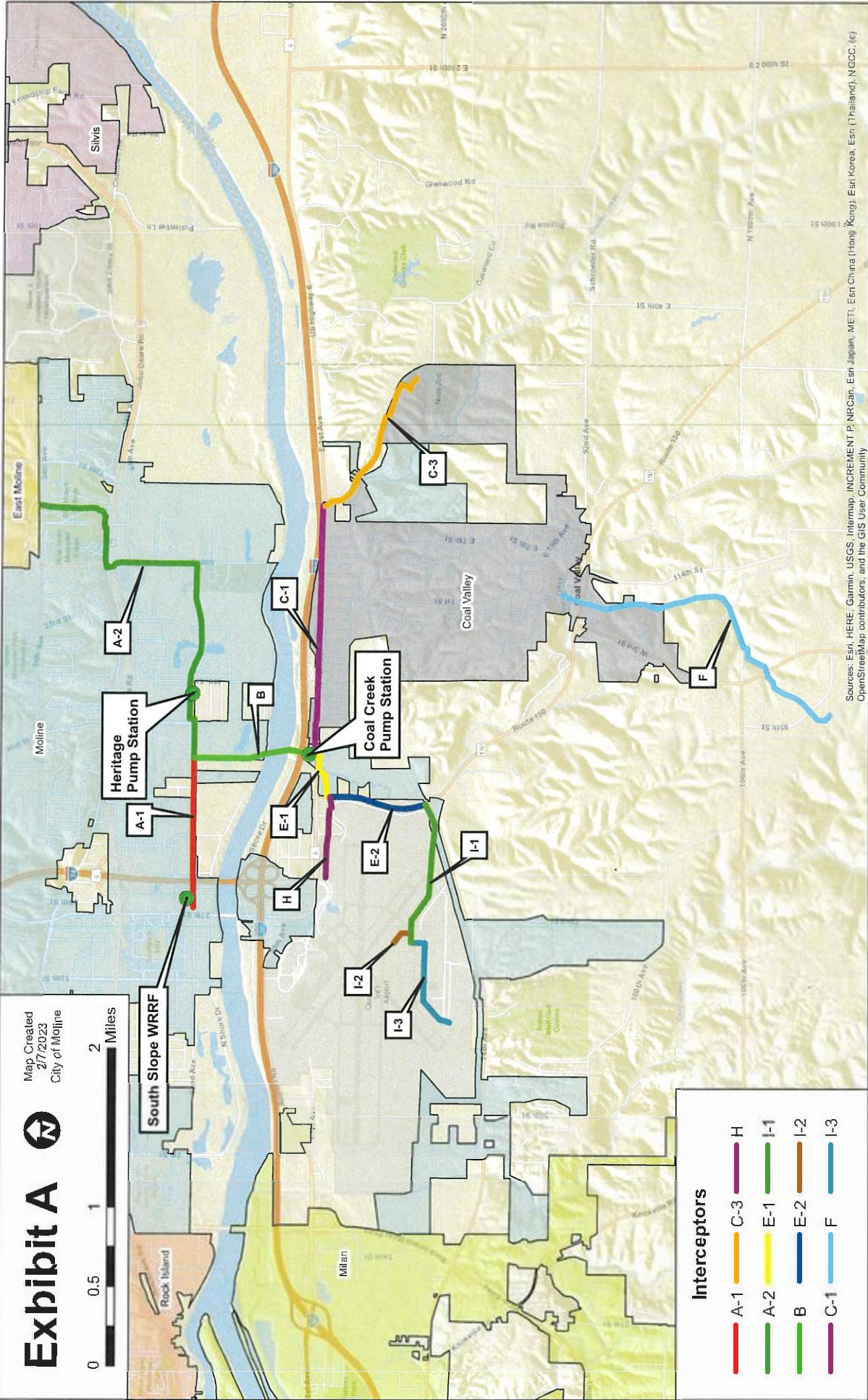
BY: _____
MAYOR

ATTEST: _____
CITY CLERK

DATE: _____

Exhibit A

Map Created
2/7/2023
City of Moline



Interceptors

- A-1
- A-2
- B
- C-1
- C-3
- E-1
- E-2
- F
- H
- I-1
- I-2
- I-3

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (e) OpenStreetMap contributors, and the GIS User Community

EXHIBIT B. Record Keeping Table

- Permitted Industries
- Inventory of all Industrial businesses within the jurisdiction
- Industrial Inspections
- Industrial Pretreatment Surveys
- Industrial Enforcement Actions
- IEPA Construction Permits
- IEPA Operating Permits

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099 BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT MANUAL
1010 ADVANCED BUSINESS SYSTEMS, INC									
INV313600	1	1	4/20/2023	4/20/2023	I S	NEW SERVER	31-00-831	13931.00	13931.00
								DATA PROCESSING	
INV314794	1	1	4/20/2023	4/20/2023	I S	WKLY MAINT. FEE	01-11-512	82.50	82.50
								MAINT. SERVICE-EQUIPMENT	
	2	1	4/20/2023	4/20/2023	I S	WKLY MAINT. FEE	01-21-512	82.50	82.50
								MAINT. SERVICE-EQUIPMENT	
INV314831	1	1	4/20/2023	4/20/2023	I S	APRIL '23 POLICE COPIER MAINT.	01-21-512	75.10	75.10
								MAINT. SERVICE-EQUIPMENT	
INV314832	1	1	4/20/2023	4/20/2023	I S	APRIL '23 COPIER MAINT.	01-11-512	80.17	80.17
								MAINT. SERVICE-EQUIPMENT	
INV315031	1	1	4/20/2023	4/20/2023	I S	CLOUD BACKUP	01-11-512	49.50	49.50
								MAINT. SERVICE-EQUIPMENT	
	2	1	4/20/2023	4/20/2023	I S	CLOUD BACKUP	01-21-512	49.50	49.50
								MAINT. SERVICE-EQUIPMENT	
VENDOR TOTAL								14350.27	14350.27
1089 AXON ENTERPRISE, INC.									
INUS146S16	1	1	4/20/2023	4/20/2023	I S	SQUAD CAR CAMERAS	01-21-512	12480.00	12480.00
								MAINT. SERVICE-EQUIPMENT	
VENDOR TOTAL								12480.00	12480.00
1090 B & B HARDWARE, INC.									
172419	1	1	4/20/2023	4/20/2023	I S	HACKSAW,ROPE,KNIFE,OTHER MISC. ITEMS	01-52-652	99.94	99.94
								OPERATING SUPPLIES	
VENDOR TOTAL								99.94	99.94
1139 BI-STATE REGIONAL COMMISSON									
1589	1	1	4/20/2023	4/20/2023	I S	2ND QTR 2023 DUES	01-11-561	275.50	275.50
								DUES	
VENDOR TOTAL								275.50	275.50
1115 BLACKHAWK BANK & TRUST									

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099	BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT	AMT MANUAL
1115 BLACKHAWK BANK & TRUST											
HAMERLINCK 03/23	1	1	4/20/2023	4/20/2023	I S		2019 TRK RPR, TENNIS CT RPR, 2020 TRAILER PLATES		648.60	648.60	
MULLEN 03/23	1	1	4/20/2023	4/20/2023	I S		IDPH DUES	01-41-613	M/SUPPLIES - VEHICLE	153.38	153.38
	2	1	4/20/2023	4/20/2023	I S		NEWSPAPER	01-61-563	TRAINING	19.99	19.99
	3	1	4/20/2023	4/20/2023	I S		SUPPLIES	01-11-652	OPERATING SUPPLIES	13.00	13.00
	4	1	4/20/2023	4/20/2023	I S		MO. ZOOM	01-11-652	OPERATING SUPPLIES	15.99	15.99
	5	1	4/20/2023	4/20/2023	I S		OFFICE ITEMS	01-11-652	OPERATING SUPPLIES	267.94	267.94
	6	1	4/20/2023	4/20/2023	I S		POL CERT. POSTAGE	01-11-652	OPERATING SUPPLIES	48.78	48.78
	7	1	4/20/2023	4/20/2023	I S		CHAIR MAT	01-21-551	POSTAGE	103.06	103.06
	8	1	4/20/2023	4/20/2023	I S		OFFICE 360	01-11-652	OPERATING SUPPLIES	180.00	180.00
	9	1	4/20/2023	4/20/2023	I S		POL OFFICE 360	01-11-512	MAINT. SERVICE-EQUIPMENT	180.00	180.00
	10	1	4/20/2023	4/20/2023	I S		LIGHT AND TOWER	01-21-512	MAINT. SERVICE-EQUIPMENT	328.00	328.00
	11	1	4/20/2023	4/20/2023	I S		PHONE BILL	51-00-653	SMALL TOOLS	260.78	260.78
	12	1	4/20/2023	4/20/2023	I S		PHONE BILL	01-11-552	TELEPHONE	224.78	224.78
	13	1	4/20/2023	4/20/2023	I S		PHONE BILL	01-21-552	TELEPHONE	95.22	95.22
								51-00-552	TELEPHONE		
VENDOR TOTAL									2539.52	2539.52	
1335 CINTAS LOC 23M											
4151215574	1	1	4/20/2023	4/20/2023	I S		MATS	01-41-652	OPERATING SUPPLIES	72.84	72.84
9218184315	1	1	4/20/2023	4/20/2023	I S		AED MAINT.	01-11-512	MAINT. SERVICE-EQUIPMENT	126.00	126.00
VENDOR TOTAL									198.84	198.84	
1226 CUMMINS SALES AND SERVICE											
J9-65974	1	1	4/20/2023	4/20/2023	I S		1ST ST LFTSTN GEN. MAINT.	51-00-612	MAINTENANCE SUPPLIES EQUIPMENT	569.82	569.82
J9-65975	1	1	4/20/2023	4/20/2023	I S		1ST ST GENERATOR BATTERY	51-00-612	MAINTENANCE SUPPLIES EQUIPMENT	198.54	198.54

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099	BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT	AMT MANUAL
1226 CUMMINS SALES AND SERVICE											
79-65976	1	1	4/20/2023	4/20/2023	I	S	WELL#5 STANDARD MAINT.	51-00-612	841.12	841.12	
									MAINTENANCE SUPPLIES	EQUIPMENT	
79-65978	1	1	4/20/2023	4/20/2023	I	S	W 15AVE LFTSTN MAINTENANCE	51-00-612	473.06	473.06	
									MAINTENANCE SUPPLIES	EQUIPMENT	
79-68285	1	1	4/20/2023	4/20/2023	I	S	RPR VILLAGE HALL GENERATOR	01-11-512	695.08	695.08	
									MAINT. SERVICE-EQUIPMENT		
79-68316	1	1	4/20/2023	4/20/2023	I	S	LEVEL 3 COOLANT SYS MAINT.	01-11-512	1111.16	1111.16	
									MAINT. SERVICE-EQUIPMENT		
VENDOR TOTAL									3888.78	3888.78	

2186 AT&T MOBILITY											
287310909538X0403202	1	1	4/20/2023	4/20/2023	I	S	POLDEPT CELL BILL	01-21-552	223.38	223.38	
									TELEPHONE		
	2	1	4/20/2023	4/20/2023	I	S	PUBWKS CELL BILL	51-00-552	42.18	42.18	
									TELEPHONE		
VENDOR TOTAL									265.56	265.56	

1346 GENESEO COMMUNICATIONS											
04012023	1	1	4/20/2023	4/20/2023	I	S	TECH PROTECT	01-41-552	9.95	9.95	
									TELEPHONE		
	2	1	4/20/2023	4/20/2023	I	S	TECH PROTECT	01-52-552	9.95	9.95	
									TELEPHONE		
	3	1	4/20/2023	4/20/2023	I	S	TECH PROTECT	01-52-552	9.95	9.95	
									TELEPHONE		
04062023	1	1	4/20/2023	4/20/2023	I	S	INTERNET	01-11-552	25.00	25.00	
									TELEPHONE		
	2	1	4/20/2023	4/20/2023	I	S	INTERNET	01-21-552	25.00	25.00	
									TELEPHONE		
	3	1	4/20/2023	4/20/2023	I	S	INTERNET	01-41-552	75.00	75.00	
									TELEPHONE		
	4	1	4/20/2023	4/20/2023	I	S	INTERNET	01-52-552	75.00	75.00	
									TELEPHONE		
	5	1	4/20/2023	4/20/2023	I	S	INTERNET	01-52-552	75.00	75.00	
									TELEPHONE		
VENDOR TOTAL									304.85	304.85	

1401 HEPNER INSURANCE AGENCY											
2488	1	1	4/20/2023	4/20/2023	I	S	M. BARTELS BOND RENEWAL		50.00	50.00	

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099 BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT	AMT MANUAL
							01-11-548		OTHER PROFESSIONAL SERVICES	
VENDOR TOTAL								50.00	50.00	
1408 HIGHTECH SIGNS										
26575	1	1	4/20/2023	4/20/2023	I S	ADMIN OFFICE WALL LETTERING	01-11-652	591.67	591.67	
									OPERATING SUPPLIES	
VENDOR TOTAL								591.67	591.67	
1633 IMEG CORP.										
22000151.00-2	1	1	4/20/2023	4/20/2023	I S	DESIGN SERVE 24THAVE/2ND ST	51-00-532	6037.50	6037.50	
									ENGINEERING SERVICE	
	2	1	4/20/2023	4/20/2023	I S	DESIGN SERV W28AVE/TIM SIRKL	01-41-532	2990.00	2990.00	
									ENGINEERING SERVICE	
	3	1	4/20/2023	4/20/2023	I S	1ST ST BRIDGE INSPECTION	51-00-532	875.00	875.00	
									ENGINEERING SERVICE	
22000151.01-2	1	1	4/20/2023	4/20/2023	I S	INSP.SERV.24AVE/2ST	51-00-532	8157.50	8157.50	
						10/24-12/14 2022				
							51-00-532		ENGINEERING SERVICE	
VENDOR TOTAL								18060.00	18060.00	
2072 JACOB & KLEIN, LTD.										
TIF QTRLY BILLING	1	1	4/20/2023	4/20/2023	I S	TIF QTRLY BILLING	16-00-410	393.15	393.15	
									PROF SERVICES	
VENDOR TOTAL								393.15	393.15	
1564 LARSON PUMP CO.										
10279	1	1	4/20/2023	4/20/2023	I S	WELL#3 POWER ISSUE	51-00-615	120.00	120.00	
									MAINT SUPP UTILITY SYS	
VENDOR TOTAL								120.00	120.00	

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099 BK	DUE DATE	INV DT	TY ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT	MANUAL
1576 LINDQUIST FORD									
238172	1	1 4/20/2023	4/20/2023	I S	2019 F-550 TRAILER PLUG ISSUE	01-41-513	163.80	163.80	
							MAINT. SERVICE-VEHICLE		
VENDOR TOTAL							163.80	163.80	
1592 MARTIN EQUIPMENT									
708381	1	1 4/20/2023	4/20/2023	I S	310 SL HYDRO OIL	01-41-652	135.52	135.52	
							OPERATING SUPPLIES		
VENDOR TOTAL							135.52	135.52	
1606 MENARDS.									
35023	1	1 4/20/2023	4/20/2023	I S	PAINT & PAINT SUPPLIES	01-21-652	60.48	60.48	
							OPERATING SUPPLIES		
35114	1	1 4/20/2023	4/20/2023	I S	CHAIN SHACKLE 2022 TRUCK	01-41-652	29.17	29.17	
							OPERATING SUPPLIES		
35404	1	1 4/20/2023	4/20/2023	I S	DRILL BITS,P-TRAP,HYDRANT SUPPLIES	01-52-652	147.78	147.78	
							OPERATING SUPPLIES		
35718	1	1 4/20/2023	4/20/2023	I S	TOTE, TOILET VALVES	01-52-652	28.67	28.67	
							OPERATING SUPPLIES		
VENDOR TOTAL							266.10	266.10	
2117 MID-AMERICAN ENERGY CO.									
537837195	1	1 4/20/2023	4/20/2023	I S	VHALL UTILITY BILL	01-11-571	661.32	661.32	
							UTILITIES		
537840786	1	1 4/20/2023	4/20/2023	I S	WELCOME SIGN UTILITY	01-11-571	28.17	28.17	
							UTILITIES		
537857680	1	1 4/20/2023	4/20/2023	I S	VHALL GENERATOR UTILITY	01-11-571	50.49	50.49	
							UTILITIES		
VENDOR TOTAL							739.98	739.98	
1617 MIDAMERICAN ENERGY									
NUMEROUS INV'S	1	1 4/20/2023	4/20/2023	I S	UTILITY BILL	01-11-571	73.00	73.00	
							UTILITIES		

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099 BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT MANUAL
1617 MIDAMERICAN ENERGY									
NUMEROUS INV'S	2	1	4/20/2023	4/20/2023	I S	UTILITY BILL	01-21-571	76.00	76.00
								UTILITIES	
	3	1	4/20/2023	4/20/2023	I S	UTILITY BILL	01-41-571	2159.05	2159.05
								UTILITIES	
	4	1	4/20/2023	4/20/2023	I S	UTILITY BILL	01-52-571	244.00	244.00
								UTILITIES	
	5	1	4/20/2023	4/20/2023	I S	UTILITY BILL	51-00-571	3683.00	3683.00
								UTILITIES	
VENDOR TOTAL								6235.05	6235.05
1744 REPUBLIC SERVICES #400									
0400-002252229	1	1	4/20/2023	4/20/2023	I S	1ST QTR 2023 GB SERV.	51-00-578	64054.58	64054.58
								SEWER SERVICES	
VENDOR TOTAL								64054.58	64054.58
1831 RIVER VALLEY TURF									
02-94087	1	1	4/20/2023	4/20/2023	I S	2 CHAIN SAW CHAINS	01-41-652	55.18	55.18
								OPERATING SUPPLIES	
02-94476	1	1	4/20/2023	4/20/2023	I S	7 CHAIN SAW CHAINS	01-41-652	297.53	297.53
								OPERATING SUPPLIES	
VENDOR TOTAL								352.71	352.71
1857 SEXTON FORD									
FOCS700970	1	1	4/20/2023	4/20/2023	I S	SQD#1 OIL CHANGE	01-21-512	52.13	52.13
								MAINT. SERVICE-EQUIPMENT	
VENDOR TOTAL								52.13	52.13
1259 THE DISPATCH-ARGUS									
150266	1	1	4/20/2023	4/20/2023	I S	DOG PARK BID NOTICE	01-61-553	103.96	103.96
								PUBLISHING	
VENDOR TOTAL								103.96	103.96

ACCOUNTS PAYABLE ACCOUNT LEDGER

INVOICE/LINE	1099 BK	DUE DATE	INV DT	TY	ST	REFERENCE	CHECK NO	INV AMT AMT PAID	OPEN AMT MANUAL
2073 THE ECONOMIC DEV. GROUP, LTD									
04/10/2023	1	1	4/20/2023	4/20/2023	I S	1ST QTR TIF BILLING	16-00-410	1572.60 PROF SERVICES	1572.60
VENDOR TOTAL								1572.60	1572.60
2233 TROY PETERS									
971340	1	1	4/20/2023	4/20/2023	I S	INSTALL CARPET TILES IN PD	32-00-820	2322.65 BUILDING	2322.65
VENDOR TOTAL								2322.65	2322.65
1957 TRUGREEN									
7002192919-23PP	1	1	4/20/2023	4/20/2023	I S	LAWNCARE FOR 2023	01-11-511	678.92 MAINT. SERVICE-BUILDING	678.92
	2	1	4/20/2023	4/20/2023	I S	LAWNCARE FOR 2023	01-52-611	2076.18 BUILDING REPAIRS BY VILLAGE	2076.18
VENDOR TOTAL								2755.10	2755.10
1996 VILLAGE OF MILAN									
04012023	1	1	4/20/2023	4/20/2023	I S	SHOOTING RANGE LICENSE FOR 8 CV OFFICERS	01-21-561	240.00 DUES	240.00
VENDOR TOTAL								240.00	240.00
** REPORT TOTAL **								132612.26	132612.26