

**Memorandum
Community & Economic Development Department**



To: Thomas E. Thomas, City Manager
Subject: License Agreement with Quad City Botanical Center Foundation
Date: June 17, 2014

Attached is an agreement with the Quad City Botanical Center Foundation in regards to the Children's Garden project (all phases – as approved by Council). The Children's Garden is located on the City owned property adjacent to The Quad City Botanical Center and commonly known as 2401 3rd Avenue, Rock Island, Illinois.

The agreement provides for the lease (or use) of the City's property for the time period of 20 years from the date that it is executed with the option to renew the lease for five (5) additional terms of 20 years. The agreement also requires that improvements made to the Children's Garden be approved by the City before being implemented. This License Agreement is intended to satisfy language requirements by both the Federal Scenic Byways Grant held by the City for the Children's Garden Phase 1 as well as the Illinois Public Museum Capital Grants held by the Quad City Botanical Center.

Recommendation

For City Council to approve the attached license agreement with the Quad City Botanical Center Foundation and that the City Manager be authorized to sign the agreement on behalf of the City of Rock Island.

Submitted by: Jeffery A. Eder, Assistant City Manager / CED Director
Mary Chappell, Development Programs Manager
Dena Grunewald, CED Budget & Grants Manager

Approved by: Thomas Thomas, City Manager

LICENSE AGREEMENT
BETWEEN THE CITY OF ROCK ISLAND, ILLINOIS
AND THE QUAD CITY BOTANICAL CENTER FOUNDATION

For good and valuable consideration and the sum One Dollar (\$1.00) received on this ____ day of _____, 2014, by The City of Rock Island, Illinois, hereinafter Licensor, from The Quad City Botanical Center Foundation, an Illinois not for profit corporation, hereinafter Licensee, said Licensor grants to said Licensee a license to develop, construct and maintain an exhibit to be known as the Children's Garden which is to be located on City owned property located adjacent to The Quad City Botanical Center and commonly known as 2401-3rd Avenue, Rock Island, Illinois, more particularly described in Exhibit A which is attached hereto and incorporated into this License Agreement.

The term of this Agreement will be for twenty (20) years commencing on _____, 2014, until _____, 2034. Provided Licensee is not in default hereunder, Licensee is hereby granted the right and option to renew this License Agreement for five (5) additional terms of 20 years each. Each such renewal term shall automatically be extended unless Licensee notifies Licensor in writing at least 90 days prior to expiration of the original term or any renewal term that it does not desire to exercise its option to extend the term.

Said License is subject to the following terms and conditions:

1. Licensee must continue to operate as a Botanical Center for the duration of the license period.
2. Construction and maintenance of the Children's Garden will comply with all applicable Codes and Ordinances of the City of Rock Island, Illinois, and the laws of the State of Illinois.
3. Licensee agrees to obtain and maintain, with no lapse in coverage, general liability insurance and workers compensation insurance with minimum liability coverage in the aggregate of \$1,000,000.00 and with The City of Rock Island, Illinois, being named as an additional insured on said policy or policies. Licensee shall provide to the Licensor, on an annual basis, proof of the maintenance of said policy or policies of insurance. Said minimum amount of coverage to be renegotiated between the parties at the conclusion of the first twenty (20) year term of this Agreement.
4. Licensee agrees to hold harmless the City of Rock Island, Illinois, its officers, agents, representatives and employees from any and all acts of negligence and/or willful or wanton conduct on the part of said Licensee or its agents, representatives, heirs, assigns, contractors, subcontractors, or employees of any of the above, in the design, construction, operation and maintenance of the

- Children's Garden or for any other approved use of the property by said Licensee which is located on the property known as 2401- 3rd Avenue, Rock Island, Illinois, which is owned by the Licensor.
5. Licensee will indemnify and hold harmless the Licensor from any and all mechanics liens which may be filed as a result the development, construction, operation and maintenance of the Children' Garden.
 6. That the Licensee agrees to maintain, and keep in good repair from both a structural and aesthetic aspect the property located at 2401-3rd Avenue, Rock Island, Illinois, for the duration of the License period.
 7. Failure of the Licensee to abide by any of the terms and conditions of this License Agreement will be considered a breach of this License Agreement and could result in Licensor terminating this License Agreement before the end of the term as referenced above.
 8. Upon either early termination because of breach of the terms and conditions of this License Agreement or at the conclusion of this License Agreement. Licensee agrees to return the property known as 2401-3rd Avenue, Rock Island, Illinois, to Licensor in the same or similar condition as was present at the beginning of this License Agreement, excluding improvements approved by Licensor.
 9. Licensee agrees to reimburse the Licensor for all of its reasonable costs and expenses including reasonable attorney's fees, should it become necessary for Licensor to enforce any of the terms and conditions of this License Agreement.
 10. The terms, conditions and obligations of this License Agreement are binding upon any heirs, assigns, purchasers, and future owners of the property, known as The Quad City Botanical Center, owned by said Licensor.
 11. Licensor hereby agrees that it will continue its efforts to remediate the licensed property and any adjacent property owned by Licensor in accordance with the previous plans, specifications and remediation performed by Licensor. Licensor shall take all steps necessary to receive a No Further Remediation Letter covering such property. Licensee will cooperate with Licensor in Licensor's efforts to obtain such letter.
 12. This License Agreement shall be subject to the provisions detailed within the Scenic Byways 2005 Grant Application: Summary FHWA Review, Joint Agreement provisions executed on March 3, 2011, and the Addendum #2 as set forth on Exhibits B, C and D, respectively, attached hereto and incorporated into this License Agreement.

Entered into this ____ day of _____, 2014.

The City of Rock Island, Illinois,
LICENSOR

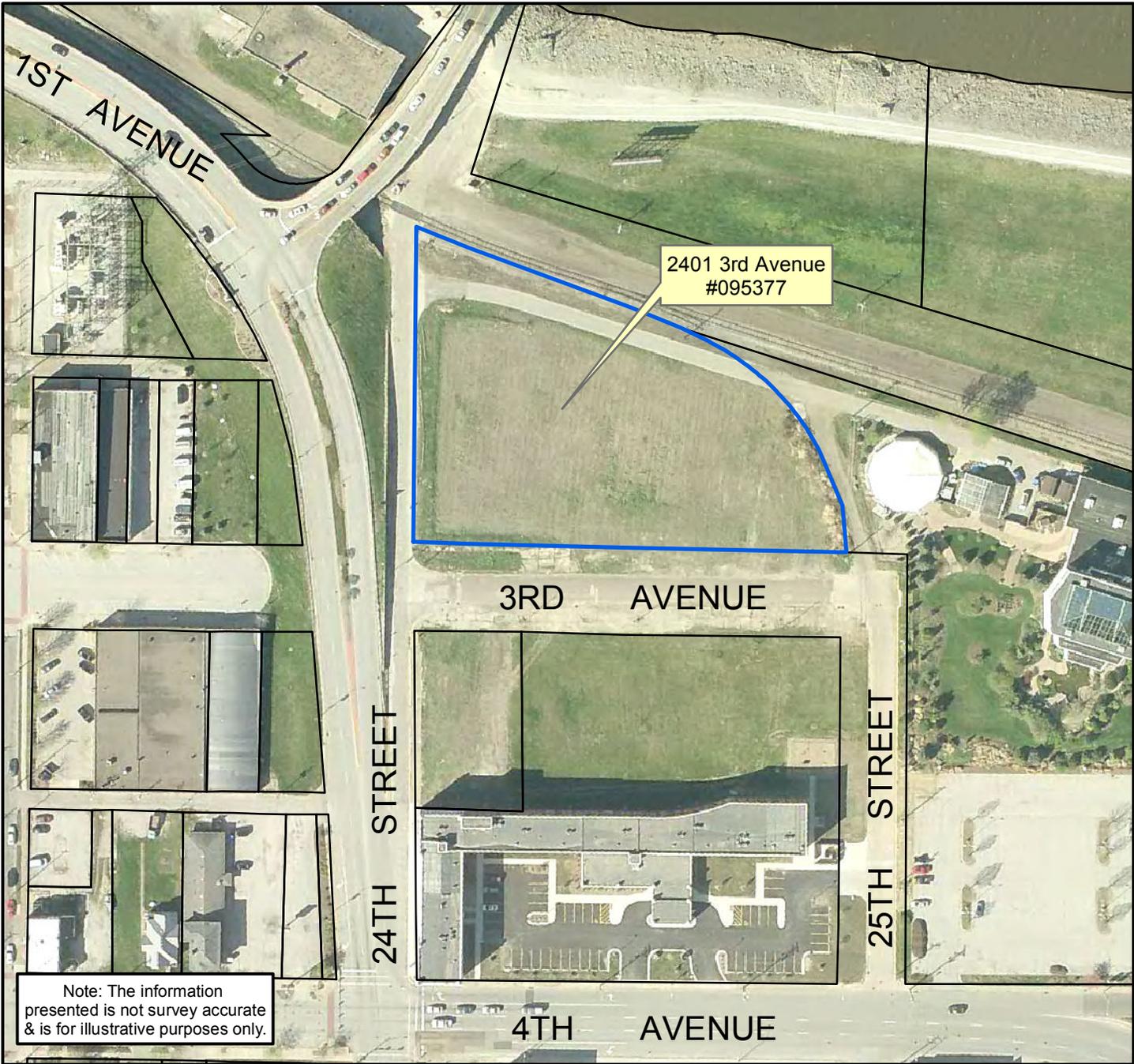
The Quad City Botanical Center
Foundation, LICENSEE

By: _____
City Manager

By: _____

Attest: _____
City Clerk

LOCATION MAP



LOCATION MAP
2401 3rd Avenue

Legend

 Subject Property



0 50 100 200 300
Feet

City of Rock Island

COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
Planning and Redevelopment



LEGAL DESCRIPTION

Part of Outlot 8 of the Assessors Plat of 1856 in the Northwest Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian, in the City of Rock Island, County of Rock Island, State of Illinois, more particularly described as follows:

Commencing at the Southeast Corner of Lot 2 of QCCA Addition to the City of Rock Island;

Thence North 89 degrees 22 minutes 56 seconds West along the North Right of Way Line of 4th Avenue, a distance of 315.56 feet to the East Right of Way Line of 25th Street;

Thence North 89 degrees 22 minutes 56 seconds West a distance of 60.00 feet to the intersection of the West Right of Way Line of 25th Street and the North Right of Way Line of 4th Avenue;

Thence North 89 degrees 23 minutes 06 seconds West along said North Right of Way Line, a distance of 386.16 feet to the East Right of Way Line of 24th Street;

Thence North 00 degrees 36 minutes 00 seconds East along said East Right of Way Line, a distance of 400.08 feet to the North Right of Way Line of 3rd Avenue and the Point of Beginning;

Thence North 00 degrees 36 minutes 00 seconds East along said East Right of Way Line, a distance of 266.85 feet to the South Right of Way Line of an existing Railroad Right of Way;

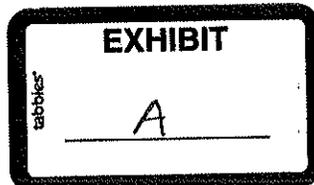
Thence South 72 degrees 29 minutes 48 seconds East along said South Right of Way Line, a distance of 41.04 Feet to the East Line of said Outlet 8;

Thence South 00 degrees 39 minutes 38 seconds West along said East Line, a distance of 255.00 feet to the North Right of Way Line of 3rd Avenue;

Thence North 89 degrees 16 minutes 46 seconds West along said North Right of Way Line, a distance of 39.00 feet to the Point of Beginning.

The above-described parcel contains 10,212 square feet, more or less.

For the purpose of this description the South Line of Lot 2 of QCCA Addition is assumed to have a bearing of North 89 degrees 22 minutes 56 seconds West.



2401 Third Avenue

Part of the Northwest Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian described as follows:

That part of Outlots "D" and "E" in said Section 36, as recorded in the Rock Island Recorder's Office in Plat Book 10, Page 32, lying North of 3rd Avenue and lying South of the Railroad Property South right-of-way line, more particularly described as follows:

Beginning at the North line of 3rd Avenue at the Southeast corner of Outlot 8; thence North 0 degrees, 01 minute, 10 seconds West, on an assumed bearing, along the east line of Outlot 8, a distance of 256.53 feet to the South line of the Railroad property;

thence South 73 degrees, 21 minutes, 35 seconds East, along said south line, 176.79 feet;

thence along the arc of a curve, concave to the Southwest, 250.11 feet, the chord subtending said curve, having a radius of 278.00 feet, bears South 47 degrees, 06 minutes, 02 seconds East 241.76 feet;

thence South 0 degrees, 01 minute, 10 seconds East 40.35 feet to the North line of 3rd Avenue;

thence South 89 degrees, 50 minutes, 16 seconds West along the North line of 3rd Avenue, 346.41 feet to the place of beginning for this description containing 1.50 acres more or less, and all located in the City of Rock Island, Illinois.

Excepting therefrom the following: Part of Lot "D" as shown on a plat of survey of part of the Northwest Fractional Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian recorded in Book E, Page 301 in the Rock Island County Recorder's Office, in the City of Rock Island, County of Rock Island, State of Illinois, which is legally described as follows:

Commencing at that point where the South line of the Right of Way of the former Chicago, Rock Island and Pacific Railway Company is intersected by the West line of Outlot E (the Northeast corner of Rock Island Parcel 5377);

Thence South 72 degrees 37 minutes 00 seconds East along said South line a distance of 145.47 feet to the West line of said Lot "D" and the Point of Beginning;

Thence South 72 degrees 37 minutes 00 seconds East along said South line, a distance of 96.21 feet;

Thence Southeasterly 182.64 feet along the arc of a circle with a radius of 278.00 feet which is concave to the Southwest, having a chord bearing of South 40 degrees 22 minutes 16 seconds East a chord distance of 179.37 feet, to a point that is 30 feet distance at right angles to the East line of said Lot "D";

2405 Third Avenue

Thence South 00 degrees 00 minutes 00 seconds West parallel to said East Line, a distance of 50.86 feet to the North Right of Way line of 3rd Avenue;

Thence South 89 degrees 52 minutes 49 seconds West along said North Right of Way line, a distance of 208.00 feet to the West line of said Lot "D";

Thence North 00 degrees 00 minutes 00 seconds East along said West Line, a distance of 215.83 feet to the point of beginning.

The above described property contains 34,127 square feet, more or less.

For the purpose of this description, the South line Right of Way of the former Chicago, Rock Island and Pacific Railway Company is assumed to have a bearing of South 72 degrees 37 minutes 00 seconds East;

Part of Lot "D" as shown on a Plat of Survey of part of the Northwest Fractional Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian recorded in Book E, Page 301 in the Rock Island County Recorder's Office in the City of Rock Island, County of Rock Island, State of Illinois, which is legally described as follows:

Commencing at that point where the South line of the Right of Way of the former Chicago, Rock Island and Pacific Railway Company is intersected by the West line of Outlot E (the Northeast corner of Rock Island parcel 5377).

Thence South $72^{\circ}37'00''$ East along said South Line a distance of 145.47 feet to the West line of said Lot "D" and the point of beginning;

Thence South $72^{\circ}37'00''$ East along said South Line, a distance of 96.21 feet;

Thence Southeasterly 182.64 feet along the arc of a circle with a radius of 278.00 feet which is concave to the Southwest, having a chord bearing of South $40^{\circ}22'16''$ East a chord distance of 179.37 feet to a point that is 30 feet distant at right angles to the East line of said Lot "D";

Thence South $00^{\circ}00'00''$ West parallel to said East Line, a distance of 50.86 feet to the North right of way line of 3rd Avenue;

Thence South $89^{\circ}52'49''$ West along said North Right of Way line a distance of 208.00 feet to the West line of Lot "D";

Thence North $00^{\circ}00'00''$ East along said West line, a distance 215.83 feet to the point of beginning.

For the purpose of this description, the South line right of way of the former Chicago, Rock Island and Pacific Railway Company is assumed to have a bearing of South $72^{\circ}37'00''$ East.

2407 Third Avenue

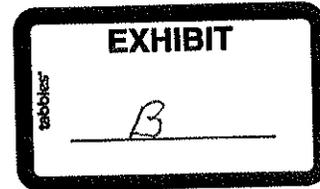


Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 16, 2006

Mr. John C. Phillips
City Manager, City of Rock Island
1528 Third Avenue
Rock Island, IL 61201



Dear Mr. Phillips:

Illinois has received a 2005 National Scenic Byway Grant for a project sponsored by the city of Rock Island, Illinois. The selected project, Children's Garden, received \$750,000 in federal funds. Together with the local share of \$187,500, the total project cost is \$937,500.

As project sponsor, please contact the Illinois Department of Transportation (IDOT) Local Roads Engineer in District 2 to develop and sign a Local Agency Agreement for the design and construction of the Children's Garden. You will find the name and phone number of the Local Roads Engineer at the bottom of this letter. Additionally, the city of Rock Island will be responsible for developing the professional service contract and monitoring the execution of that contract. The completed work must conform to the project description contained in the attached grant application. Any changes to the scope of work must be coordinated with the appropriate IDOT District Office and approved by the FHWA Division Office before proceeding.

These funds must be authorized by the Illinois Department of Transportation's Central Bureau of Local Roads and Streets by September 30, 2006.

Also attached are the comments from the Federal Highway Administration pertaining to this grant. If you have any questions concerning the comments or your responsibilities, please contact Melissa Hendricks at (217) 785-1250.

Sincerely,

Charles J. Schmitt, Acting Bureau Chief
Statewide Program Planning

Attachments

cc: Norman Stoner, FHWA
Don Keith, FHWA
Charles Ingersoll, Bureau Chief, Central Office Local Roads and Streets
Jason Nelson, Dist. 2 Local Roads Engineer (815-284-5380)
Roger Carmack, Western Illinois Tourism Development Office

Scenic Byways 2005 Grant Application: Summary of FHWA Review

Proj#: IL05(009)

Children's Garden - Great River Road

Byway(s): Great River Road - Illinois

Abstract: This project will help fund the final design and construction of a Children's Garden focusing on seven distinct themes where Byway travelers can have fun, learn, and explore. The seven areas include the Mississippi River, Transportation, Natural History, Heartland Agriculture, Native Americans, the Quad Cities, and a storybook area.

Amount Funded: \$750,000 Conditionally Funded

Comment: FHWA reviewers are intrigued by the Children's Garden as an innovative place for people to visit, explore and learn about the qualities associated with the Great River Road National Scenic Byway and the Mississippi River. It would greatly contribute to Byway travelers' experiences and appreciation of the Byway's intrinsic qualities. We found the application clear and well written. The attachments -- especially the site description, concept designs and illustrations -- are just the type of information we need to understand what's envisioned for a project of this scale.

The project is heavily leveraged with 85 percent of the funding expected from other sources. It's great that a number of partners and sponsors already have committed funds. The Community Fund Raising goal is ambitious -- \$3.7 million of the \$4.9 million needed to complete the Children's Garden. We believe this reflects the realistic expectation that project sponsors will need to tap a multitude of funding sources to complete a project of this scale. It is unlikely there will be any single primary source -- particularly not National Scenic Byways funds (though we note "federal grants" are specifically mentioned as possible source for the Community Fund Raising).

We wish the City of Rock Island and Great River Road leaders continued success in making the Children's Garden a reality.

Finally, please note the condition FHWA has included about the matching funds. Assurances and additional documentation will be needed to demonstrate that the current market value of the property provided by City of Rock Island equal to or exceeds \$190,000, in order to be accepted towards the nonfederal share of the project costs.

Condition: National Scenic Byways Program funds cannot be used to prepare grant applications for National Scenic Byways Program funds or any other Federal-aid highway funds.

Condition: Your non-cash match must be documented and supported in the project records. Byways proposing non-cash matches should understand that they must be prepared to document the method of tabulating the value and source of funds.

Sunday, February 26, 2006

Scenic Byways 2005 Grant Application: Summary of FHWA Review

Proj#: IL05(009)

Condition: The America's Byways® logo is the brand for our collection of nationally designated byways. When National Scenic Byways, All-American Roads, and FHWA use the logo on our materials, we help reinforce our product to the traveling public. Thus, when you are awarded National Scenic Byways Program funds, we require that you use the logo on your product. Please visit the following website <http://www.bywaysonline.org/community/marketing/downloads.html> to obtain the logo design files. FHWA asks that all National Scenic Byways and All-American Roads include the America's Byways™ logo in publications, videos, and on other materials produced with National Scenic Byway Program funds. Where possible and in addition to the logo, include the following statement: "Funded in part by the Federal Highway Administration."

Condition: Photos, brochures, plans/designs, and videos funded with National Scenic Byways Program funds should be made available to the National Scenic Byways Program for use in presentations, publications, and for posting on the websites.

<i>Item</i>	<i>Budget Item Description</i>	<i>Amount Requested</i>	<i>Eligible</i>	<i>Not Eligible</i>
1	Construction Document Phase	\$250,000	\$750,000	\$0
2	Construction phase	\$500,000	\$750,000	\$0
Total:		\$750,000	\$750,000	\$0

Sunday, February 26, 2006



Project Summary 2005

FHWA National Scenic Byways Program

This application must be completed online at <http://www.bywaysonline.org/grants/>, and submitted electronically and in printed form.

Project No. SB-IL-2005-52169	Project Name Children's Garden	
State Submission Date December 20, 2004	Division Submission Date	State Priority 9

Project Category

Which category best describes the location of this project?

- Project associated with an All-American Road or a National Scenic Byway.
- Project along a State-designated scenic byway that is carried out to make the byway eligible for designation as an All-American Road or a National Scenic Byway.
- Project involving the planning, design, and development of a State scenic byways program.

Choose from the following categories of eligible work the type that best fits your project.

- State Programs
- Corridor Management
- Safety Improvements
- Byway Facilities
- Access to Recreation
- Resource Protection
- Interpretive Information
- Marketing

Is this an application for a seed grant?

- Yes
- No

Is this application a resubmission of an unfunded project from a previous year?

- Yes
- No

Project Location

States involved in project:

Illinois (primary)

Project Location (continued)

Indicate the byway's regional location within the State. Reference prominent landmarks such as parallel major highways, natural features, counties, or large cities, that makes the byway(s) easy to locate in a road atlas.

The Great River Road - Illinois defines much of the western border of the state, meandering beside the Mississippi River for 570 miles through fifteen counties from East Dubuque in northeastern Illinois to Cairo in southern Illinois at the confluence of the Mississippi and Illinois Rivers.

Briefly describe the project location(s) on the byway using references to route numbers, byway gateway communities, project location communities and landmarks so any reviewer can identify the project sites.

This project is located in northwestern Illinois along Illinois Route 92 - The Great River Road through the Quad Cities, which include Rock Island IL, Moline, IL, Davenport, IA and Bettendorf, IA. Route 92 is also 4th Ave in Rock Island IL. The exact location of the project is the Quad City Botanical Center located at 2525 4th Ave, directly across from the Rock Island Arsenal Island.

Associated Byways

State	Byway Name
IL	Great River Road - Illinois

Is this project consistent with the Corridor Management Plan(s) for the byway(s) involved?

- Yes
 No

Congressional Districts

State	District	Representative
IL	17	Evans, Lane

Abstract

Project Description

This project will provide a Children's Garden containing seven distinct themes where Byway travelers can have fun, learn, and explore. The seven areas include the Mississippi River, Transportation, Natural History, Heartland Agriculture, Native Americans, the Quad Cities, and a storybook area. The center theme of the garden will contain the Mississippi River from the head waters to the delta, featuring the significance of the river and its valuable resources such as wildlife, vegetation, geomorphology, plant succession, sandbars and oxbows. Lessons on transportation occur along the Mississippi River and in the Transportation garden which incorporates a variety of transportation modes.

Abstract (continued)

Byway Benefits

With the completion of this project, the byway traveler will be provided an attractive place for families to reflect on the Upper Mississippi region and its unique qualities related to plants and the environment. The visitor will learn about the significance of the Mississippi River, its valuable resources such as wildlife, vegetation, geomorphology, plant succession, sandbars and oxbows. Travelers will be given the opportunity to study modes of transportation, geology, animal habitat and natural vegetation as they explore the natural elements of the upper Mississippi River. Byway travelers will also be educated on how Native Americans used plants for food, shelter, clothing and tools.

Narrative

Project Summary

This grant would assist in funding a Children's Garden project which is strongly influenced by the significance of the Mississippi River. The land on which the project will be located is currently a brown field site, formerly an industrial site, that will be cleaned and turned into a Children's Garden that will focus on education, environment, historic, geographic and scenic aspects of the area. This garden will develop children's programs, as well as programming that adults will enjoy, on the various themes that are found along the Mississippi River. The best way that we can ensure the development and protection of our valued resources is through our children. The Children's Garden makes visitors more aware of their history and association with resources through the seven distinct themes incorporated into the garden. Families traveling the Byway can have fun, learn and explore while developing an appreciation for the area. The center theme of the garden will contain the Mississippi River from the head waters to the delta, featuring the significance of the river and its valuable resources such as wildlife, vegetation, geomorphology, plant succession, sandbars and oxbows. Organized around this core garden feature are the other six gardens which include Transportation, a Natural History area that includes an eagle overlook, Agriculture, a Sauk Indian Village, the Quad Cities, and a Storybook area, which contains the tale of prominent Mississippi River character, Tom Sawyer. Lessons on transportation occur along the Mississippi River and in the Transportation garden which incorporate a variety of transportation modes, such as barges, trains and automobiles. Families can learn how a lock system works by operating a miniature working lock and dam along the Mississippi. The Heartland Agriculture area will feature traditional food from Illinois and Iowa, where individuals, depending on the season, have the opportunity for planting, maturing and harvesting of crops. In the spring, the visitor may plant seeds or plants, in the summer, they may water and in the fall, visitors can assist in harvesting activities. Within the agriculture area will be two traditional style barns that will house the restrooms and an educational center. In the natural history area, travelers can study geology, animal habitat and natural vegetation as they explore the natural elements of the Upper Mississippi River. There will be a prominent land form in the south west corner of the garden constructed for viewing nesting eagles along the Mississippi river. The strong presence of Sauk Indians in Rock Island

Project Summary (continued)

inspired an area in the garden to teach how plants were used for food, shelter, clothing, tools, boats, and medicine.

This project will promote, preserve and enhance the resources of the Mississippi River Valley as prescribed by the Mississippi River Parkway Commission.

Byway Traveler

The byway traveler will be able to stop and enjoy an attractive place designed for children and families to reflect on the Upper Mississippi region and its unique qualities related to plants and the environment. The visitor will learn about the significance of the Mississippi River and its valuable resources such as wildlife, vegetation, geomorphology, plant succession, sandbars and oxbows. Families can learn about the properties of sand and water in the shallow Mississippi delta and discover river habitat. At the river's edge visitors can wind through the oxbow labyrinth in the grassy lawn, exploring the patterns created by river morphology. Travelers can explore the properties of the water channel by manipulating locks used for barges and other water craft. The eagles aerie towers and overlook shelter provide an attractive view of the river as well as an excellent site to view eagles nesting in the winter. Travelers will be able to study geology, animal habitat and natural vegetation as they explore the natural elements of the upper Mississippi River, including how seeds travel. The Heartland Agriculture area will feature traditional food from Illinois and Iowa, where individuals, depending on the season, have the opportunity for planting, nuturing and harvesting of crops. In the spring the visitor may plant seeds or plants, in the summer they may water and in the fall, they can participate in harvesting. They will also learn how Native Americans used plants for food, shelter, clothing and tools. The byway traveler will be able to view the garden from Route 92, seeing many of the attractive gardens from the road.

Prior Projects

Describe the relationship of this project to previously funded with National Scenic Byways grant projects. In addition, discuss how the proposed work relates to any multi-year work plan byway leaders have developed.

This project contains many of the main priorities and attributes of the multi-year plan byway leaders have developed in the Corridor Management Plan as well as the Marketing and Interpretive plan that was funded in 2001. The Children's Garden meets the stratagies provided in the marketing plan by establishing a Great River Road in Illinois brand by being the only Children's garden on the Mississippi River incorporating the history, agriculture, nature, and sightseeing of the river.

Project Coordinator

Name Sally Marie Heffernan		
Agency/Group City of Rock Island	Title Special Projects Manager	
E-mail Address heffersm@rilincon.org		
Phone 309-732-2920	Fax 309-732-2930	
Street Address 1528 Third Avenue		
City Rock Island	State IL	ZIP 61201

Work Plan

Milestone/Task	Start Date/ Duration	Responsible Party	Justification
Establish funding agreement with State.	AAD*		
Initial meeting with the IDOT District	AAD + 10 days* 1 day	Byway organization and the City of Rock Island	Byway organization and the City of Rock Island will meet with IDOT District to discuss the project and prepare plan for implementation. A local agency funding agreement with IDOT must be signed by the City of Rock Island.
Consultant selection	AAD + 30 days* 90 days	City of Rock Island	A consultant must be selected to prepare design specifications and perform preparatory tasks including site evaluation, clean up and/or enhancement as recommended. The City of Rock Island will advertise for bids.
Preliminary Engineering by selected consultant	AAD + 60 days* 120 days	City of Rock Island	Selected consultant will design the project, interpretive displays and collateral materials.
Advertise for Letting/ Award of Contract	AAD + 6 months* 45 days	City of Rock Island	Construction project must be advertised and a local letting held for selection of a contractor.
Installation of interpretive displays and collateral materials	AAD + 9 months* 30 days	Selected Contractor	Readying the completed project for traveler use and enjoyment.
Award and Contract Approval	AAD + 9 months* 45 days	Illinois Department Of Transportation	Illinois Department of Transportation must approve the City of Rock Island award and contract with the selected contractor
Construction of Project	AAD + 9 months* 100 days	Selected Contractor	Construction of the project will require extensive coordination between byway organization, City of Rock Island and the Illinois Department of Transportation District.

* AAD = Actual Award Date (estimated to be July 15, 2005)

Budget

Cost Breakdown

Description	Total Cost	Requested	Match
Construction Document Phase	\$450,000	\$250,000	\$200,000
Construction phase	\$4,500,000	\$500,000	\$4,000,000
Totals	\$4,950,000	\$750,000	\$4,200,000

Matching Funds

Source	Type	Description	Amount
City of Rock Island	Property	4 pieces of property cleaned and ready for construction	\$190,000
Scott County Regional Authority	Cash	Concept development plan	\$40,000
Peter and Marion Lardner	Cash	donation received	\$100,000
Community Fund Raising	Cash	Will raise money through donations, other not-for-profit, local, state and federal grants.	\$3,470,000
City of Rock Island	Cash	committed	\$400,000
Totals			\$4,200,000

Funding Allocation

Do the byways involved in the project cross any Federal Lands? (Check all that apply)

- Bureau of Indian Affairs
- Bureau of Land Management
- National Park Service
- USDA Forest Service

If this project is selected for funding, please indicate your preference for carrying out the project (check one):

- FHWA allocates the funds for the project to the State DOT.
- FHWA allocates the funds for the project to one of the Federal land management agencies marked above (provide contact information below)

Funding Allocation (continued)
 Provide the contact information for the Federal land management agency if applicable:

Name		
Agency/Group	Title	
E-mail Address		
Phone	Fax	
Street Address		
City	State	ZIP

Application Checklist

The following statements are for informative purposes. Please read and check each statement.

- I understand that this is a reimbursement program - funds are not available up-front.
- I have reviewed and responded to the Complete Application statements as outlined in the Grants Guidance.
- I have been in touch with the State scenic byway coordinator and have responded to recommendations or requirements of the State.

Attachments

Be sure to attach the documents indicated below when submitting your printed application.

Name	Electronic File (optional)
<input type="checkbox"/> Great River Road	<u>Illinois_Section.gif</u>
<input type="checkbox"/> Children's garden concept design report	<u>Charrette_FINAL_REPORT_8-2003.pdf</u>
<input type="checkbox"/> Children's garden concept design report	<u>Charrette_FINAL_REPORT_8-2003.pdf</u>
<input type="checkbox"/> Children's garden concept design report	<u>Charrette_FINAL_REPORT_8-2003.pdf</u>
<input type="checkbox"/> Children's garden concept design report	<u>Charrette_FINAL_REPORT_8-2003.pdf</u>
<input type="checkbox"/> Support letter from City of Rock Island	
<input type="checkbox"/> Support letter from State Senator Denny Jacobs	
<input type="checkbox"/> Support letter from Congressman Lane Evans	
<input type="checkbox"/> Support letter from Iowa Mississippi River Parkway Commission	
<input type="checkbox"/> Support letter from the Quad Cities Convention & Visitors Bureau	
<input type="checkbox"/> Support letter from City of Moline	

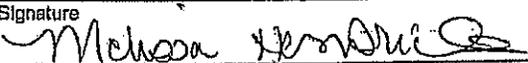
Describe each of your attachments and how they support the project proposal, illustrate proposed activities, or document the site for an improvement.

The Great River Road attachment is a copy of the byway in which the Quad City Botanical Center is located. The Children's Garden concept design is a copy of the project. Page 20 of the concept design is the project costs, this was an estimate at the time of the concept design. The project has increased in price due to changes in enlargement of restrooms, educational building, entrance area, utilities and corner park.

Signatures

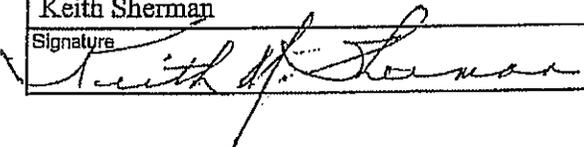
State Scenic Byways Agency

I certify that this application is complete and correct, and is eligible for National Scenic Byways funding.

Please print name: Melissa Hernandez	Title Special Programs Manager
Signature 	Date 1-28-05

Matching Funds Certification

I certify that the State's match for this project is available for use at the time of application.

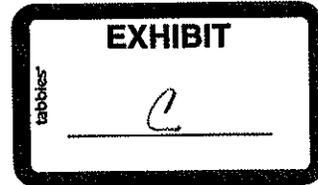
Please print name: Keith Sherman	Title Section Chief, Planning and Systems
Signature 	Date 01-28-05



Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 17, 2011

Aleisha Patchin
City Clerk
5128 3rd Ave.
Rock Island, IL 61201



Subject: City of Rock Island
Section 06-00178-00-LS
Project SBIL-IL05 (009)
Job No. P-92-008-07

Dear Ms. Patchin:

The attached joint agreement for the subject section was executed by the department on March 3, 2011.

Sincerely,

A handwritten signature in cursive script that reads "Darrell Lewis".

Darrell W. Lewis, P.E.
Acting Engineer of Local Roads and Streets

Attachment

cc: James Johnson, Municipal Engineer
Eric Therkildsen, District 2 Acting Attn: Jason Nelson
Joanne Woodworth, Acting Attn: Project Control
Jeff South

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Rock Island	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 06-00178-00-LS	Fund Type SBY	ITEP Number NA		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-92-008-07	SBIL-IL05(009)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Great River Road Route NA Length NA
 Termini At Quad City Botanical Center.

Current Jurisdiction City of Rock Island Existing Structure No NA

Project Description

Preliminary engineering for construction of a childrens' garden.

Division of Cost

Type of Work	SBY	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	200,000	(*)		()	50,000	(BAL)	250,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 200,000		\$		\$ 50,000		\$ 250,000

* 80% NTE \$200,000 SBY funds.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C--LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work;

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map, CCR Addendum

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Local Agency

CITY OF ROCK ISLAND
(Print or Type Name)

CITY MANAGER

(County Board Chairperson/Mayor/Village President/etc.)

RT Hauer
(Signature)

10/14/10
Date

The above signature certifies the agency's TIN number is 36-6006077 conducting business as a Governmental Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig
Gary Hannig, Secretary of Transportation

3-3-11
Date

By:

(Delegate's Signature)

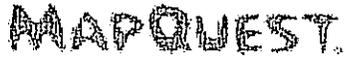
(Delegate's Name - Printed)

Christine M. Reed
Christine M. Reed, Director of Highways/Chief Engineer 3/1/11 Date

Ellen J. Schanzle-Haskins
Ellen J. Schanzle-Haskins, Chief Counsel 2-23-11 Date

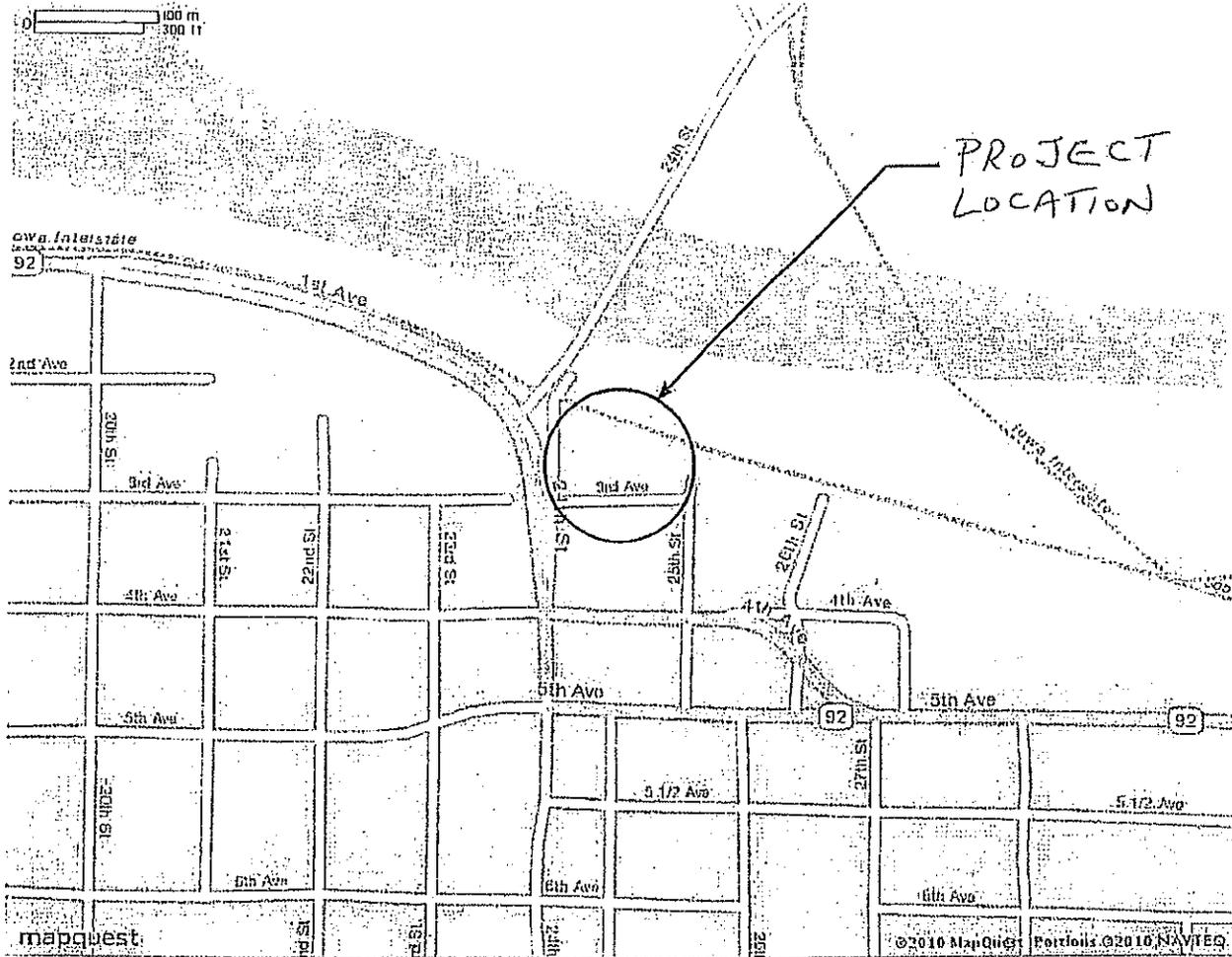
Matthew R. Hughes
Matthew R. Hughes, Acting Director of Finance and Administration 2/28/11 Date

ADDENDUM No. 1



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Rock Island, IL



Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest.

Addendum #2

The local agency is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>

As a sub-recipient of a federal funding equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

