

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, June 17, 2014**

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### **Mayor's Board Appointments**

Mayor's appointment of Rick Jewell to the Human Rights Commission to fill the unexpired term of Andrew Craig to expire May 31, 2016.

### **Informational**

The Mills of Riverbend Commons (Christopher Woods, Three Corners Development)

### **Questions on the Agenda**

### **Agenda Items**

- 1. Road Salt Purchase Agreement for 2014-2015 Season with the City of Davenport (Doug House, Municipal Services General Manager)**
- 2. Request to seek direction regarding entering into negotiations for a Five Year Right to Use Agreement with National Cart Advertising, LLC Services for the Right to use Approximately 15,000 City Trash Carts. (Doug House, Municipal Services General Manager)**
- 3. A Resolution authorizing the Mayor and City Clerk to execute a collection service agreement with Penn Credit Corporation. (Keith Verbeke, Finance Manger)**
- 4. A resolution authorizing the Mayor and City Clerk to execute an agreement with The Interlocal Purchasing System (TIPS/TAPS) for the purpose of participating in a cooperative purchasing program (Laura Duran, Parks Recreation Director)**
- 5. Other**

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# Explanation

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## 1. Road Salt Purchase Agreement for 2014-2015 Season with the City of Davenport (Doug House, Municipal Services General Manager)

**Explanation:** The City of Davenport has solicited bids for road salt with North American Salt Company submitting the lowest bid. As in the past, the City of Davenport has included the City of Moline in its bid process. The base bid for the City is for 3,500 tons of salt at \$75.03 per ton to be delivered at CHS (Harvest States) River Terminal. The City of Davenport will invoice the City for 50 percent of its order between July 1, 2014, and July 10, 2014. The City has requested a reserve stockpile of 4000 tons for supplemental orders in quantities of at least 500 tons per order with 1000 tons guaranteed to be ordered by February 28, 2015, at \$88.63 per ton to be delivered to the salt building located at Public Works.

**Staff Recommendation:** Staff recommends approving this joint salt purchase at a cost of \$262,605.00 for 3,500 tons of salt for the base bid and \$88,630.00 for 1000 tons of the supplemental order by February 28, 2015.

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

**Public Notice/Recording:** N/A

**Goal Impacted:** Financially Strong City

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## 2. Request to seek direction regarding entering into negotiations for a Five Year Right to Use Agreement with National Cart Advertising, LLC Services for the Right to use Approximately 15,000 City Trash Carts. (Doug House, Municipal Services General Manager)

**Explanation:** On April 7, 2014, National Cart Marketing began implementation of its cart advertising pilot program with the City and 1,140, 96-Gallon carts were retrofitted with its advertising lids. The pilot program is currently generating the Sanitation Fund \$608.00 monthly and will generate approximately \$7,296.00 annually. Since implementing the advertising lid program fewer than 10 residents have requested a change back to the original lid.

**Staff Recommendation:** Staff recommends approval to implement City wide. If approved by Council, staff will negotiate with the vendor and bring back a five year agreement from National Cart Advertising, LLC Services.

**Fiscal Impact:** Anticipated revenues from the City wide cart advertising program are estimated at \$72,960.00 annually and \$364,800.00 over the life of the agreement.

**Public Notice/Recording:** N/A

**Goals Impacted:** Financially Strong City

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## 3. A Resolution authorizing the Mayor and City Clerk to execute a collection service agreement with Penn Credit Corporation. (Keith Verbeke, Finance Manager)

**Explanation:** The Finance Department routinely solicits bids of contracted services every 3 to 5 years. The last Request for Proposal was performed in 2009 for collection services. Collection services are used once City staff has exhausted all efforts in trying to collect outstanding balances. Ten proposals were received and reviewed. Penn Credit Corporation is the recommended vendor at a contingent, commission based fee of 19%.

**Staff Recommendation:** Approval

**Fiscal Impact:** Collection of delinquent accounts receivables

**Public Notice/Record:** N/A

**Goal Impacted:** Financially Strong City

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**4. A resolution authorizing the Mayor and City Clerk to execute an agreement with The Interlocal Purchasing System (TIPS/TAPS) for the purpose of participating in a cooperative purchasing program (Laura Duran, Parks Recreation Director)**

**Explanation:** TIPS/TAPS is a purchasing cooperative serving public and private school districts, colleges, universities, federal, state, county and city municipalities. Illinois recognizes this as a legal purchasing authority for municipal government, and the competitive bidding practices are consistent with the Moline purchasing code. Parks would like to use this purchasing program for supplies and projects. Any purchase through this system for Parks would also be approved by the Park Board. Purchasing utilizing this system has great potential for savings and reduces staff time in soliciting bids for supplies and services.

**Staff Recommendation:** Approval  
**Fiscal Impact:** None  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Financially Strong City

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**ROAD SALT PURCHASE AGREEMENT FOR  
2014-2015 SEASON**

**FORM TO BE RETURNED BY MARCH 28, 2014 – to City of Davenport,  
Purchasing Division, 226 W 4<sup>th</sup> St., Davenport, IA 52801**

The Government Agency (City, County, etc) of Moline agrees to order and purchase

3,500 tons of salt with the Quad City joint salt bid, with the City of Davenport, as the agent for the purchase. We also acknowledge that our council or appropriate board has approved this purchase prior to this order. We agree to pay 50% of our order between July 1, 2014 and July 10, 2014. After delivery, the City of Davenport will submit an invoice for the balance. We agree to pay that invoice within 30 days of it being submitted.

We are also placing a reserve supplemental order of 4,000 tons.

**City of Moline**

**Government agency**

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\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Line Items

**Line 1** +/- 9 Barges delivered to

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	13900	TONS	\$75.03	\$1,042,917.00		
Morton Salt, Inc.	13900	TONS	\$77.09	\$1,071,551.00		
Cargill, Inc. - Deicing Technolo	13900	TONS	\$86.00	\$1,195,400.00		
Central Salt LLC	13900	TONS	No Bid			

**Line 2** +/- 2 Barges delivered to

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	3000	TONS	\$75.03	\$225,090.00		
Morton Salt, Inc.	3000	TONS	\$77.09	\$231,270.00		
Cargill, Inc. - Deicing Technolo	3000	TONS	\$86.00	\$258,000.00		
Central Salt LLC	3000	TONS	No Bid			

**Line 3** +/- 6 Barges delivered to

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	6400	TONS	\$75.03	\$480,192.00		
Morton Salt, Inc.	6400	TONS	\$77.09	\$493,376.00		
Cargill, Inc. - Deicing Technolo	6400	TONS	\$86.00	\$550,400.00		
Central Salt LLC	6400	TONS	No Bid			

**Line 4** Supplemental Order for C

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	4500	TONS	\$88.63	\$398,835.00		
Morton Salt, Inc.	4500	TONS	\$89.86	\$404,370.00		
Cargill, Inc. - Deicing Technolo	4500	TONS	No Bid			
Central Salt LLC	4500	TONS	No Bid			

**Line 5** Supplemental order for B

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	3000	TONS	\$88.63	\$265,890.00		
Morton Salt, Inc.	3000	TONS	\$89.86	\$269,580.00		
Cargill, Inc. - Deicing Technolo	3000	TONS	No Bid			
Central Salt LLC	3000	TONS	No Bid			

**Line 6** Supplemental order for M

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
North American Salt Company	4000	TONS	\$88.63	\$354,520.00		
Morton Salt, Inc.	4000	TONS	\$89.86	\$359,440.00		
Cargill, Inc. - Deicing Technolo	4000	TONS	No Bid			
Central Salt LLC	4000	TONS	No Bid			

**Line 7** ALTERNATE BID - NO GL

Name	QTY	UOM	Unit Price	Extended	Alternate Specification	Note to Buyer
Cargill, Inc. - Deicing Technolo	1000	TONS	No Bid			

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
North American Salt Company	1000	TONS	No Bid			
Central Salt LLC	1000	TONS	No Bid			
Morton Salt, Inc.	1000	TONS	No Bid			
<b>Line 8</b>					<b>ALTERNATE BID - NO GL</b>	
Cargill, Inc. - Deicing Technolo	300	TONS	No Bid			
North American Salt Company	300	TONS	No Bid			
Central Salt LLC	300	TONS	No Bid			
Morton Salt, Inc.	300	TONS	No Bid			

**ncm**  
NATIONAL CART MARKETING



[hello@nationalcartmarketing.com](mailto:hello@nationalcartmarketing.com)

[www.nationalcartmarketing.com](http://www.nationalcartmarketing.com)

1 855 NCM-CART [626-2278]

### **Why promote the program?**

- The NCM program is a scale tipper. In competitive bidding, the NCM program allows an unique edge that turns the tables on the competition by offsetting costs to the cart buyer.

### **What is included in the program?**

- Advertising sales
- Media printing
- Installation, change out and maintenance
- Quarterly ad refresh

### **Program Benefits**

- A portion of NCM advertising revenue is donated to the participating municipality.
- This fee can be applied to or netted against cart costs, reducing the effective cart cost.
- If a cart lease program is being used in addition to the NCM program, the cart cost can be eliminated.
- How does a municipality get involved? They must sign a letter of intent and then Right to Use Contract. (See QR code)

### **Where can it be sold?**

- Anywhere in the United States

### **When can I sell it?**

- Immediately

### **When can the municipality expect the implementation?**

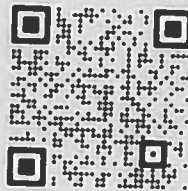
- Q4, 2014 and beyond
- Production capacity will drive the implementation allocation calendar.

### **Who is a good candidate or prospect?**

- A municipality that needs new sources of revenue or is expanding their cart count

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**Scan to access contracts**



[www.nationalcartmarketing.com/municipality-contracts](http://www.nationalcartmarketing.com/municipality-contracts)





THE INTERLOCAL PURCHASING SYSTEM

4845 US Hwy 271 North, Pittsburg, TX 75686 Tel 866.839.8477

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## **TIPS COMPETITIVE BID PROCESS**

The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by schools, colleges, universities, cities, counties and other government entities. Membership is available in all 50 states. Region 8 Education Service Center, located in Pittsburg, Texas is the lead agency for the cooperative.

### **TIPS competitively bids and awards all vendor contracts.**

All proposals are posted on the web at [www.tips-usa.com/rfp.cfm](http://www.tips-usa.com/rfp.cfm) and [www.RFPDB.com](http://www.RFPDB.com). The proposals are advertised in the Pittsburg Gazette (Pittsburg, Texas) and in the USA Today (National Publication). The advertising affidavit, along with the corresponding proposal document, can be provided upon request.

Proposals are posted for a minimum of 21 days, and scored by a Review Committee. The scoring process utilizes an eight-category rubric: Price – 20%; Reputation – 10%; Quality of Goods – 10%; Meet Criteria – 10%; Past Relationship – 10%; MBE/WBE – 10%; Long-Term Cost – 10%; Delivery Time – 10%; Proposal Format – 10%. Vendors must score 80% on the bid tabulation. Bid tabulations can be provided upon request.

Recommendations for Multiple Vendor Contract Awards are made to the Region 8 Board of Directors for approval at regular scheduled monthly meetings. Vendor Contracts are awarded for 12 months and may be renewed for an additional two (2) year term. (Except for these two categories: Trades, Labor and Materials; and General Services – these categories are only an annual contract. Renewals are not applicable for these categories.)

For legal questions contact:

Powell & Leon, LLP

Austin, Texas

**Andrew Clark**

[aclark@powell-leon.com](mailto:aclark@powell-leon.com)

(512) 494-1177

For additional information please contact:

**Kim Thompson**, Coordinator of Office Operations at [kthompson@reg8.net](mailto:kthompson@reg8.net) or (866) 839-8477.

**David Mabe**, National Coordinator at [david.mabe@tips-usa.com](mailto:david.mabe@tips-usa.com) or (903) 243-4759.

## **Illinois Authority**

### Government Authority:

The Illinois Intergovernmental Cooperation Act grants authority for public agencies, such as school districts, to exercise any powers, privileges, or authority jointly with any other public agency of Illinois, or any other state, which has the same powers, privileges or authority. 5 ILL. COMP STAT. 220/2-(1). The definition of "public agency" includes any political subdivision of any other state 5 ILL. COMP. STAT. 220/2-(1). A Texas regional service center is a political subdivision of Texas. Tex. Educ. Code §8.001, et seq. Therefore, Illinois public school districts, or other local governments, have statutory authority to contract or agree with a Texas regional education service center for the joint exercise of the same powers, privileges and authority that each entity may exercise independently.

**INTERLOCAL AGREEMENT**  
**Region VIII Education Service Center**  
**ILLINOIS PUBLIC AGENCY**  
**(School, College, University, State, City or County Office)**

\_\_\_\_\_  
ILLINOIS  
EDUCATIONAL OR GOVERNMENT ENTITY

\_\_\_\_\_-\_\_\_\_\_  
Control Number (TIPS will Assign)  
Schools enter County-District Number

and

Region VIII Education Service Center  
Pittsburg, Texas

225 - 950  
Region 8 County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations.

**Government Authority:**

The Illinois Intergovernmental Cooperation Act grants authority for public agencies, such as school districts, to exercise any powers, privileges, or authority jointly with any other public agency of Illinois, or any other state, which has the same powers, privileges or authority. 5 Ill. COMP STAT. 220/2-(1). The definition of "public agency" includes any political subdivision of any other state 5 ILL. COMP. STAT. 220/2-(1). A Texas regional service center is a political subdivision of Texas. Tex. Educ. Code §8.001, et seq. Therefore, Illinois public school districts, or other local governments, have statutory authority to contract or agree with a Texas regional education service center for the joint exercise of the same powers, privileges and authority that each entity may exercise independently.

**Vision:**

TIPS will become the premier purchasing cooperative in North America through developing partnerships with quality vendors, school districts, universities, colleges, all governmental entities, and public and private industry.

**Mission:**

Our mission is to provide a proven purchasing process through quality customer service including timely response, legal support and effective recruitment by providing sufficient resources to include personnel.

**Purpose:**

The purpose of the TIPS program shall be to continue providing substantial savings and best value for participating educational entities or public agencies through cooperative purchasing.

**Effective:**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is effective \_\_\_\_\_ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at

anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region VIII Education Service Center, by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

**Role of the TIPS Purchasing Cooperative:**

1. Provide organizational and administrative structure of the TIPS Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the TIPS Program.
3. Provide marketing of the TIPS program to expand membership, awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide TIPS training to members and vendors upon request.

**Role of the Education or Government Entity:**

1. Commit to participate in the TIPS Program.
2. Designate a Primary and Technology Contact for the entity to be responsible for promoting TIPS within the organization.
3. Commit to purchase products and services from TIPS Vendor Awarded Contracts when in the best interest of the entity. **PURCHASE ORDER MUST ALWAYS BE MARKED TIPS and FAXED to 866-839-8472 for processing.**
4. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.
7. Report any vendor issues that may arise to the TIPS Cooperative Coordinator.

**General Provisions:**

Both Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

It is the responsibility of the Entity purchasing from TIPS to insure that the respective State purchasing laws are being followed.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide competitively bid cooperative purchasing opportunities to entities as outlined above.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective STATE Open Meetings Act, for Texas it was Government Code Ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Membership Entity-**  
\_\_\_\_\_

**Region 8 Education Service Center**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: Executive Director Region VIII ESC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Public Entity Contact Information**

\_\_\_\_\_  
Primary Purchasing Person's Name

\_\_\_\_\_  
Primary Person's Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Secondary Coordinator's Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Secondary Coordinator's Email Address

\_\_\_\_\_  
Fax Number

**Instructions:**

Please send two signed original Interlocal Agreements and one copy of Board Resolution (if required) to

**TIPS, Attn: Kim Thompson  
C/O Region VIII Education Service Center  
4845 US Hwy 271 North  
Pittsburg, Texas 75686**

Upon execution, a signed original will be returned to the Purchasing Contact listed above.

**RESOLUTION**

(Please check)

Governing Board

Commissioners Court

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

**THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM**

And

\_\_\_\_\_  
*(Name of Entity applying for Membership in TIPS)*

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant’s state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby \_\_\_\_\_ is  
*(Name of Authorized Person)*

authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the \_\_\_\_\_  
*(Name of Entity applying for Membership in TIPS)*

and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
*(Authorized Signature for Entity)* \_\_\_\_\_  
*(Printed Name)*  
\_\_\_\_\_  
*(Title or Position)* \_\_\_\_\_  
*(email address)*

**This legal document will remain current on file until either party severs the agreement.**