



# MOLINE CITY COUNCIL AGENDA

Tuesday, September 9, 2014

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

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## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## INVOCATION– Alderman Turner

## CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

| COUNCIL MEMBER | PRESENT | ABSENT |
|----------------|---------|--------|
| Knaack         |         |        |
| Parker         |         |        |
| Bender         |         |        |
| Zelnio         |         |        |
| Turner         |         |        |
| Schoonmaker    |         |        |
| Liddell        |         |        |
| Acri           |         |        |
| Mayor Raes     |         |        |

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of September 2, 2014, and Fire Pension Report.

## SECOND READING ORDINANCES

### 1. Council Bill/Special Ordinance 4040-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the It's Glow Time 5K scheduled for Saturday, September 13, 2014.

**EXPLANATION:** This is a yearly event and has been approved by the Special Event Committee.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

## RESOLUTIONS

### 2. Council Bill/Resolution 1127-2014

A Resolution authorizing the proposal to declare used and obsolete items found at 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street as surplus property and authorization for the Finance Director to dispose of surplus property.

**EXPLANATION:** The City of Moline acquired properties at 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street to create parking for the multimodal station and hotel. The previous owners of these properties have left office furniture, personal property, and additional items in these buildings. Staff is requesting that all items be declared surplus and dispose of in the manner that is most advantageous to the City.

**FISCAL IMPACT:** Any proceeds will be deposited into TIF #11.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

### **3. Council Bill/Resolution 1128-2014**

A Resolution authorizing the Mayor and City Clerk to execute an agreement with Genesis Occupational Health for occupational health services for a period of three years commencing on September 15, 2014.

**EXPLANATION:** Genesis Occupational Health will provide occupational health services for a three year period commencing on September 15, 2014. This contract would include medical director services for the City's on-site nurse program, pre-employment and return-to-work physicals and functional screens, management of drug and alcohol testing program, as well as providing care and guidance for the treatment of work-related injuries.

**FISCAL IMPACT:** Funds budgeted in the Health and Liability Funds

**PUBLIC NOTICE/RECORDING:** N/A

### **4. Council Bill/Resolution 1129-2014**

A Resolution authorizing the Mayor and City Clerk to execute an agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$15,400.

**EXPLANATION:** Approval of this item would authorize the Mayor and City Clerk to execute an agreement for professional engineering services with Shive-Hattery for an amount not to exceed \$15,400.00 to perform site improvement design and environmental assessment work for the Hawk Hollow residential development site located between 6<sup>th</sup> and 8<sup>th</sup> Streets and south of 5<sup>th</sup> Avenue.

**FISCAL IMPACT:** This is a budgeted item within the City's FY 2014 Budget.

**PUBLIC NOTICE/RECORDING:** N/A

### **5. Council Bill/Resolution 1130-2014**

A Resolution authorizing the Mayor and City Clerk to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services, LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period January 1, 2015 through December 31, 2015.

**EXPLANATION:** Annual agreement for the assignment of uniformed police officers to the SouthPark Mall police substation. In part, the proposed agreement provides a schedule of hours each day that a police officer will be present in the Mall, and provides for AlliedBarton Security Services to reimburse the City of Moline the sum of \$127,000. Staffing of the schedule will be accomplished by allocating hours and days off among the three officers assigned to the program.

**FISCAL IMPACT:** Reimbursement of \$127,000.

**PUBLIC NOTICE/RECORDING REQUIRED:** No.

### **6. Council Bill/Resolution 1131-2014**

A Resolution authorizing approval of a contract for employee garments and uniform services with Aramark Uniform Services.

**EXPLANATION:** The most recent service contract providing uniforms for employees was terminated at the beginning of August. Staff has made a determination of the garments and services required for the City's current operational needs. The City of Davenport recently entered into an agreement for uniforms and services that will meet all the requirements of the City. The pricing of the City of Davenport contract terms when compared to the City's most recent contract is over 50% less than the City had been paying for comparable garments and services. Aramark Uniform Services of East Moline, IL has agreed to extend the terms of the contract with the City of Davenport to the City for a period of three years.

**FISCAL IMPACT:** Budgeted in Account #448-0846-437.06-38.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTIONS**

**7. Council Bill/Resolution 1132-2014**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$144,065.00.

**EXPLANATION:** Bids were solicited with Langman Construction, Inc. submitting the lowest responsible and responsive bid. The 2014 Drainage Improvements project corrects drainage issues near three locations. These locations include 2<sup>nd</sup> Street and 16<sup>th</sup> Avenue, 2<sup>nd</sup> Street and 28<sup>th</sup> Avenue, and the YMCA at 54<sup>th</sup> Street. Staff recommends approval of a contract with Langman Construction, Inc.

**FISCAL IMPACT:** \$350,000.00 is budgeted in Account No. 330-1971-433.08-35 for storm sewer relocation at the Multi-Modal Station. The majority of these funds will not be used, leaving them available for Project No. 1209, 2014 Drainage Improvements.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

| OMNIBUS VOTE   |     |     |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Turner         |     |     |
| Schoonmaker    |     |     |
| Liddell        |     |     |
| Acri           |     |     |
| Knaack         |     |     |
| Parker         |     |     |
| Bender         |     |     |
| Zelnio         |     |     |
| Mayor Raes     |     |     |

| 1132-2014      |     |     |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Turner         |     |     |
| Schoonmaker    |     |     |
| Liddell        |     |     |
| Acri           |     |     |
| Knaack         |     |     |
| Parker         |     |     |
| Bender         |     |     |
| Zelnio         |     |     |
| Mayor Raes     |     |     |

**8. Council Bill/Resolution 1133-2014**

A Resolution authorizing the Utilities General Manager to execute a contract with Williams Brothers Construction Inc., for construction of the North Slope Wastewater Treatment Plant Improvements Project, in the amount of \$37,082,000.00, contingent upon execution of a Loan Agreement with the Illinois Environmental Protection Agency's Water Pollution Control Loan Program.

**EXPLANATION:** This contract provides for construction of North Slope Wastewater Treatment Plant Improvements that are required to improve operational reliability and efficiency and to comply with Illinois Environmental Protection Agency Clean Water Act regulations.

**FISCAL IMPACT:** This expenditure will be funded by a low interest loan from the Water Pollution Control Loan Program.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

| 1133-2014      |     |     |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Turner         |     |     |
| Schoonmaker    |     |     |
| Liddell        |     |     |
| Acri           |     |     |
| Knaack         |     |     |
| Parker         |     |     |
| Bender         |     |     |
| Zelnio         |     |     |
| Mayor Raes     |     |     |

**9. Council Bill/Resolution 1134-2014**

A Resolution authorizing the Mayor and City Clerk to accept and execute Illinois Department of Natural Resources' Permit No. DS2014058, which authorizes the City to construct a new outfall and diffuser in conjunction with the North Slope Wastewater Treatment Plant Improvements Project.

**EXPLANATION:** This Permit is required as the new outfall and diffuser are to be constructed in the Mississippi River Floodway and will discharge into its Public Waters.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

| 1134-2014      |     |     |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Turner         |     |     |
| Schoonmaker    |     |     |
| Liddell        |     |     |
| Acri           |     |     |
| Knaack         |     |     |
| Parker         |     |     |
| Bender         |     |     |
| Zelnio         |     |     |
| Mayor Raes     |     |     |

## **FIRST READING ORDINANCES**

### **10. Council Bill/Special Ordinance 4041-2014**

A Special Ordinance closing certain streets particularly described herein to vehicular traffic and the use of public right-of-way in conjunction with the Quad Cities Marathon & Races scheduled for Sunday, September 28, 2014.

**EXPLANATION:** This is a yearly event and has been approved by the Special Event Committee.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

## **MISCELLANEOUS BUSINESS**

### **PUBLIC COMMENT**

Members of the public are permitted to speak after first stating their name and address.

### **EXECUTIVE SESSION**

Council Bill/Special Ordinance No.: 4040-2014  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and  
AUTHORIZING the use of public right-of-way in conjunction with the It's Glow Time 5K scheduled for Saturday, September 13, 2014.

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, September 13, 2014, from 7:30 p.m. to 11:00 p.m.

All lanes of River Drive from the easternmost side of 18<sup>th</sup> Street to the easternmost side of 34<sup>th</sup> Street  
The southbound lane of 34<sup>th</sup> Street from the northernmost side of River Drive  
to the southernmost side of University Drive  
All lanes of University Drive from the southbound lane of 34<sup>th</sup> Street  
to the northernmost side of River Drive

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1127-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

DECLARING the used and obsolete items found at 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street as surplus property and

AUTHORIZING the Finance Director to dispose of surplus property..

\_\_\_\_\_

WHEREAS, the City of Moline acquired properties at 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street to create parking for the multi-modal station and hotel; and

WHEREAS, the previous owners of 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street have left office furniture, personal property, and additional items at said properties; and

WHEREAS, staff requests that all items be declared surplus and disposed of in the manner that is most advantageous to the City.

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

That the used and obsolete items found in 309 12<sup>th</sup> Street and 315 12<sup>th</sup> Street as surplus property and authorization for the Finance Director to dispose are declared to be surplus property and the Finance Director is hereby authorized to dispose of said property.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 9, 2014

Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1128-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING authorizing the Mayor and City Clerk to execute an agreement with Genesis Occupational Health for occupational health services for a period of three years commencing on September 15, 2014.

WHEREAS, Genesis Occupational Health will provide occupational health services; and

WHEREAS, this contract would include medical director services for the City's on-site nurse program, pre-employment and return-to-work physicals and functional screens, management of drug and alcohol testing program, as well as providing care and guidance for the treatment of work-related injuries; and

WHEREAS, the term of this agreement is from September 15, 2014 through September 14, 2017.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement with Genesis Occupational Health for occupational health services for a period of three years commencing on September 15, 2014 through September 14, 2017 provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

September 9, 2014

\_\_\_\_\_  
Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



August 29, 2014

Alison Fleming  
City of Moline  
Human Resources Manager  
619 16<sup>th</sup> Street  
Moline, IL 61265

Genesis Occupational Health (GOH) proposes to provide the following services to the City of Moline:

- Medical Director to support City Nurse
- Employment Related Physicals
- Management of Drug and Alcohol Testing Program
- Work-related Injury Care
- Physical Therapy
- Education/Training
- Vacation coverage for City Nurse
- Coordinate monthly meeting to include GOH, City Nurse and Human Resources

The price structure is attached. The majority of services will be offered to the city at a 10 percent discount from our standard rates.

GOH would begin providing these services on September 15, 2014. The term of the agreement is for three years. Quoted prices will remain the same for the duration of the agreement.

A handwritten signature in black ink that reads "Deni McCarter".

Deni McCarter | Manager  
Genesis Occupational Health

J. Scott Raes | Mayor  
City of Moline

Tracy Koranda | City Clerk  
City of Moline

**CITY OF MOLINE**

**MEDICAL STAFFING**

10% Discount

City of  
Moline Fee

|  |                 |     |           |
|--|-----------------|-----|-----------|
| Rick Garrels, MD, MS, MBA Medical Director | \$675 per month | n/a | \$675     |
| Occupational Medicine Board Certified      |                 |     |           |
| RN, COHN - vacation coverage               | \$45 per hour   | n/a | \$45/hour |

**PHYSICALS**

|                                     |                     |         |          |
|-------------------------------------|---------------------|---------|----------|
| Physical - Pre-placement and Annual | \$47                | \$4.70  | \$42.30  |
| DOT Physical                        | \$55                | \$5.50  | \$49.50  |
| Respirator Physical                 | \$55                | \$5.50  | \$49.50  |
| Fitness for Duty-Level 1            | \$93                | \$9.30  | \$83.70  |
| Fitness for Duty-Level 2            | \$153               | \$15.30 | \$137.70 |
| On-Site Physicals for Fire Fighters | \$85 an hour for PA | n/a     |          |

**DRUG & ALCOHOL TESTING**

|                              |      |        |         |
|------------------------------|------|--------|---------|
| 5 Panel Non-Nida Drug Screen | \$38 | \$3.80 | \$34.20 |
| NIDA (DOT) Drug Screen       | \$60 | \$6.00 | \$54.00 |
| Breath Alcohol               | \$22 | \$2.20 | \$19.80 |
| Breath Alcohol Confirmation  | \$27 | \$2.70 | \$24.30 |

|                         |                          |
|-------------------------|--------------------------|
| After Hour Drug/Alcohol | \$100 plus cost of tests |
|-------------------------|--------------------------|

|                     |                                 |
|---------------------|---------------------------------|
| Random Drug/Alcohol | No Fee to manage random program |
| MRO Services        | No Fee                          |

**COMPONENTS OF PHYSICALS**

|                         |           |         |          |
|-------------------------|-----------|---------|----------|
| Audio                   | \$27      | \$2.70  | \$24.30  |
| CBC                     | \$8       | \$0.80  | \$7.20   |
| Chest X-Ray 2 View      | \$105     | \$10.50 | \$94.50  |
| Diphtheria/Tetanus      | \$37      | \$3.70  | \$33.30  |
| EKG                     | \$70      | \$7.00  | \$63.00  |
| Functional Screen       | \$85      | \$8.50  | \$76.50  |
| Pulmonary Function      | \$45      | \$4.50  | \$40.50  |
| Stress Test - Treadmill | \$410     | \$41.00 | \$369.00 |
| TB                      | \$14      | \$1.40  | \$12.60  |
| UA Mico                 | \$11      | \$1.10  | \$9.90   |
| Venipuncture-Blood Draw | no charge |         |          |

**TRAINING - ON-SITE**

|  |                                   |
|--|-----------------------------------|
| Supervisor Training for Drug & Alcohol | \$150 per hour                    |
| Proper Lifting                         | \$100                             |
| Ergonomics                             | \$100                             |
| Stretching Program                     | \$100                             |
| Smoking Cessation                      | \$65 per person                   |
| Blood Borne Pathogen                   | \$50 an hour plus \$16 per person |
| CPR/First Aid/AED                      | \$50 an hour plus \$25 per person |

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$15,400 for the Hawk Hollow site.

\_\_\_\_\_

WHEREAS, it has been deemed profitable and in the welfare and best interests of the community to pursue development of the Hawk Hollow site located at 5<sup>th</sup> Avenue and 8<sup>th</sup> Street; and

WHEREAS, the City of Moline has budgeted funds, in part, to develop engineering and environmental development designs and documents; and

WHEREAS, the City received proposals for said professional engineering and environmental design work from qualified professional firms and has selected Shive-Hattery, Inc. to perform the work.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$15,400 for the Hawk Hollow site; provided said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

September 9, 2014  
\_\_\_\_\_  
Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

**ATTN:** Jeffrey Anderson  
**CLIENT:** City of Moline, IL  
1630 8th Avenue  
Moline, IL 61265

**PROJECT:** Moline 5th Ave & 8th St Subdivision Utilities

**PROJECT LOCATION:** Moline, IL

**DATE OF AGREEMENT:** August 25, 2014

### **PROJECT DESCRIPTION**

Your project is a residential development located at 5<sup>th</sup> Avenue and 8<sup>th</sup> Street in Moline, IL. Our services are to complete the design and construction documents for the water main, sanitary sewer, storm sewer and storm water management features for the development. Storm water management features may include permeable pavers, bioswales and rain gardens. At this time design of the roadway is not included in our Scope of Services.

### **SCOPE OF SERVICES**

We will provide the following services for the project:

Land Surveying and Civil Engineering

These services will consist of the following tasks:

1. Surveying Services
  - A. Conduct a limited boundary survey to locate the south, west and a portion of the north property lines in order to be able to design the utilities for the site.
  - B. Conduct a limited topographic survey to locate the tie in points for the sanitary sewer, water main and storm sewer in the field. The remainder of the topographic information for the design will be gathered from City provided information and available aerial information.
2. Design and Construction Documents
  - A. Evaluate storm water management features for the site and submit to the City for their review and comments.
  - B. Complete the HUD environmental assessment checklist based on online file search and mapping information.

NOTE: If additional studies are required, such as but not limited to environmental (i.e. endangered species, noise, wetlands, etc...), historic preservation, and/or Phase 1 Environmental Site assessment by ASTM standards, they will be additional services.
  - C. Complete the preliminary design for the water main, sanitary sewer, storm sewer and storm water management features. (75% complete plans)
  - D. Prepare the IEPA Water and Sewer Main permit applications.
  - E. Submit the design documents and permit applications to you for your review and comments.
  - F. Complete the final design and construction documents incorporating your review comments.
  - G. Submit construction documents and permit applications to you for your final review.
  - H. Finalize the construction documents and submit one (1) signed hard copy and the electronic



pdf files of the documents to you for your use.

### **CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide available topographic information for the site.
6. Obtain permits.
7. Contract with a geotechnical engineering consultant and coordinate obtaining soil borings and report.

### **SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will complete our services within 8 weeks after we receive the countersigned Agreement.

### **COMPENSATION**

| Description       | Fee         | Fee Type  | Reimbursable Expenses |
|-------------------|-------------|-----------|-----------------------|
| Scope of Services | \$15,400.00 | Fixed Fee | Included in fee       |

#### Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

#### Reimbursable Expenses:

- Included in fee – Expenses have been included in the fee amount.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

### **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Complete a topographic survey for the entire site.
2. Complete additional studies that may be required to construct the project.
3. Complete the design and construction documents for the roadways in the subdivision.
4. Coordinate obtaining soil borings and report.

## **OTHER TERMS**

### **STANDARD TERMS AND CONDITIONS**

Between The City of Moline, Illinois and Shive-Hattery, Inc.

### **PARTIES.**

"S-H" shall mean Shive-Hattery, Inc. or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

### **HAZARDOUS MATERIALS - INDEMNIFICATION.**

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENTS premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting from, the discharge, **escape**, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

### **STANDARD OF CARE.**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **RIGHT OF ENTRY.**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment

### **PAYMENT.**

Unless otherwise provided herein invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

### **TERMINATION.**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination (or default) will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

**INFORMATION PROVIDED BY OTHERS.**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

**SHOP DRAWING REVIEW.**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, those reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST.**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION.**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project

**OTHER SERVICES.**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

**OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H. DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

**DELAYS.**

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

**ASSIGNMENT.**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**SEVERABILITY, SURVIVAL AND WAIVER.**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW.**

This Agreement shall be governed pursuant to the laws of the state of Illinois.

**EQUAL EMPLOYMENT OPPORTUNITY.**

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT.**

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

**AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.

Marti Ahlgren, PMP  
mahlgren@shive-hattery.com

Daniel C. Solchenberger, P.E.  
dsolchenberger@shive-hattery.com

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**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** City of Moline, IL

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_

MNA/DCS/DWT/mna

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period January 1, 2015 through December 31, 2015.

\_\_\_\_\_  
WHEREAS, in 1996 the police department obtained a federal grant to assign three police officers to work in SouthPark Mall on a full-time basis through March 1999; and

WHEREAS, in recognition of the success of this program, the City and mall representatives have annually proposed an agreement for the continued funding of the program; and

WHEREAS, in part, the proposed agreement provides a schedule of hours each day that a police officer will be present in the Mall, and for AlliedBarton Security Services to reimburse the City the sum of \$127,000; and

WHEREAS, staffing of the schedule will be accomplished by allocating hours and days off among the three officers assigned to the program.

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

That the Mayor and City Clerk are hereby authorized to execute a Law Enforcement Services Agreement between the City of Moline and AlliedBarton Security Services LLC, setting forth the terms for assignment of uniformed police officers to the SouthPark Mall complex for the period January 1, 2015 through December 31, 2015, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
September 9, 2014  
\_\_\_\_\_  
Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as the "Agreement"), is made as of this \_\_\_ day of \_\_\_\_\_, 2015, by and between AlliedBarton Security Services LLC (referred to herein as "AlliedBarton"), and City of Moline, Illinois (referred to herein as "Agency"), based upon the following facts and circumstances.

A. AlliedBarton provides security officer services to the owner(s) of the shopping center located at 4500 16<sup>th</sup> Street, Moline, Illinois and commonly known as SouthPark Mall (referred to herein as the "Center"); and,

B. AlliedBarton desires to retain Agency to perform Law Enforcement Services (as defined below) at the Center pursuant to the terms of this Agreement. In consideration of the fees to be paid by AlliedBarton to Agency and the covenants to be performed by each of the parties hereunder, AlliedBarton and Agency do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. **Law Enforcement Services.** Subject to the terms and conditions set forth in this Agreement, Agency hereby agrees to provide AlliedBarton with uniformed officers ("Officers") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in **Exhibit A**, attached hereto and incorporated herein by this reference, which exhibit may be modified by the parties from time to time to meet the specific needs of the Center and the Agency. Agency's primary responsibility is to provide Officers to protect life and property, to keep the peace, and to enforce local, state, and federal laws. Officers working at the Center are subject to Agency's policies and procedures and, as such, are required to observe Agency's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by Agency to the general public. Discipline for Officers will be initiated by Agency only and AlliedBarton shall have no liability with respect to any disciplinary action taken against any Officer. It is understood by the parties that Agency and its Officers do not owe a greater level of police services or protection under this Agreement than is owed to the public generally. Agency agrees that such Officers are not employees of AlliedBarton.

2. **Term.** The term of this Agreement shall commence on January 1, 2015, and shall expire on December 31, 2015, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon ninety (90) days prior written notice unless the Center is sold to a third party or the Center replaces AlliedBarton as its security officer service provider at which time notice shall be given as soon as practicable. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

3. **Payment for Services.** AlliedBarton shall pay to Agency, within thirty (30) days of receipt of an invoice from Agency, the agreed upon costs (as set forth in **Exhibit A**) to Agency for providing the Law Enforcement Services at the Center.

4. **Indemnity/Release** The City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness, resulting to the assigned employees from such assignment. In addition, the City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims, demands, damages, costs, expenses (including reasonable attorney fees), suits, actions, or liability, whether at law or in equity, resulting to third parties, the

mall, its owners, managers, or tenants (including employees of tenants) for the negligent acts or omissions or willful misconduct of the City, its employees, agents, or representatives which occur during the course of police activity at or from the mall which arises out of this agreement, except for liability, loss, claims, costs or damages caused by the negligence or willful misconduct of AlliedBarton or their subsidiaries, affiliates, partners, officers, directors, employees, and agents. Provided, however, that once the City accepts its responsibility to defend and indemnify Allied, any attorney fees incurred by Allied by appointment of or employment of additional counsel to that retained or assigned by the City shall be the sole and exclusive cost and expense of Allied and the City shall not be liable therefor.

**5. Notices.** All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to AlliedBarton, to: AlliedBarton Security Services LLC  
1771 Diehl Road  
Naperville, IL 60563  
Attention: Brian Rosbury, District Manager

If to Agency, to: City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Attn: Police Chief

With a copy to City Attorney

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to AlliedBarton, a copy shall also be sent to the manager for the Center.

**6. Miscellaneous.**

**A.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**B.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Center is located.

**C.** In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

**D.** Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

**E.** Agency's relationship to AlliedBarton shall be that of an independent contractor. All Officers furnished by Agency will be employees of Agency

only, and will at all times be subject to the direct supervision and control of Agency. Agency shall have the sole responsibility of paying the salaries, statutory benefits (including Worker's Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and all other expenses relating to each such employee of Agency, as applicable.

F. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

G. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date aforesaid.

AlliedBarton Security Services LLC

City of Moline, Illinois

By: Keith W. KLP

By \_\_\_\_\_

Mayor

Title: Portfolio Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

Maureen E. J.  
City Attorney

Exhibit A

**One Moline Police Officer will be assigned to SouthPark Mall ("Center") during the hours of:**

|   |                 |                |
|---|-----------------|----------------|
| Monday  | 2:00 – 8:00 pm  | 6 hours        |
| Tuesday   | 2:00 – 8:00 pm  | 6 hours        |
| Wednesday   | 2:00 – 8:00 pm  | 6 hours        |
| Thursday  | 2:00 – 8:00 pm  | 6 hours        |
| Friday  | 2:00 – 9:30 pm  | 7.5 hours      |
| Saturday  | 2:00 – 9:30 pm  | 7.5 hours      |
| Sunday  | 12:00 – 5:00 pm | <u>5 hours</u> |
| Total Hours per week 44 Hours (2288 hours annually) |                 |                |

1. AlliedBarton shall remit a total annual payment of One hundred twenty-seven thousand and 00/100 dollars (\$127,000.00) to the City of Moline for Law Enforcement Services to be paid in equal installments on a quarterly basis. The City will invoice AlliedBarton on a quarterly basis for this payment as well as for any additional overtime costs incurred in the prior quarter.
2. The Officer assigned at the Center will not be dispatched off site for routine calls, however in the event of an emergency the Officer may be required to respond until such time as they can be replaced at the emergency and return to the Center. When such an emergency occurs, the Officer will notify AlliedBarton personnel.
3. Every attempt will be made to use other manpower to transport arrestees away from the Center for booking. If the Officer assigned to the Center needs to transport an arrestee, the Officer will notify AlliedBarton personnel.
4. The City will make reasonable attempts to backfill the position at the Center if the Officer assigned is unable to work due to sickness or other unforeseen circumstances.
5. For special events or other special needs outside the regular schedule or staffing levels, AlliedBarton will request additional officers with at least 48 hours written notice, and City will provide additional officers at a rate of \$55.50 per hour as long as the City does not have to call in officers for overtime to fill the request. If the City has to call in overtime to provide officers, the rate charged to the AlliedBarton shall be time and a half of the above rate. All overtime work shall be performed and paid in two hour increments.
6. The hours of the Officer assigned to the Center may be flexed with prior agreement between the Senior Property Manager of the Center and the Chief of Police.

Council Bill/Resolution No.: 1131-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Fleet Services Manager to execute a contract with Aramark Uniform Services for employee garments and uniform services for the Fleet Division.

\_\_\_\_\_

WHEREAS, the City of Davenport recently entered into an agreement for uniforms and services that will meet all the requirements of the City; and

WHEREAS, the City of Davenport contract terms are 50% less than the City's most recent contract; and

WHEREAS, the City's most recent service contract providing uniforms for employees was terminated at the beginning of August; and

WHEREAS, Aramark Uniform Services has agreed to extend the terms of the contract with the City of Davenport to the City of Moline for a period of three years; and

WHEREAS, funds have been budgeted for garment and uniform services.

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

That the Fleet Services Manager is hereby authorized to execute a contract for employee garments and uniform services with Aramark Uniform Services; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
September 9, 2014

Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney



**SERVICE AGREEMENT**

CUSTOMER NO.:

PAGE NO.:

Service To ("Customer"):

Bill To:

**GARMENTS AND SERVICES ORDERED:**

| NO. OF WEARERS | MERCHANDISE | NUMBER OF ITEMS PER WEARER* | CHANGES PER WEEK (per wearer) | RATE | RATE BASIS (per item or change) | FREQUENCY | EASYCARE™ (per item per week) | REPLACEMENT CHARGE (per item) |
|----------------|-------------|-----------------------------|-------------------------------|------|---------------------------------|-----------|-------------------------------|-------------------------------|
|                |             |                             |                               |      |                                 |           |                               |                               |
|                |             |                             |                               |      |                                 |           |                               |                               |
|                |             |                             |                               |      |                                 |           |                               |                               |
|                |             |                             |                               |      |                                 |           |                               |                               |
|                |             |                             |                               |      |                                 |           |                               |                               |
|                |             |                             |                               |      |                                 |           |                               |                               |

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

| MERCHANDISE | QUANTITY* | RATE PER ITEM | FREQUENCY | MINIMUM BILLED PERCENTAGE | INVENTORY MAINTENANCE | REPLACEMENT CHARGE (per item) |
|-------------|-----------|---------------|-----------|---------------------------|-----------------------|-------------------------------|
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

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This Agreement is effective on the date of the last signature to this Agreement, and will continue for [redacted] consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. [redacted]

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Reverse

## TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

\_\_\_\_ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

### rates firm years 1-3

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement).

\_\_\_\_ Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

**Service Guaranty:** Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Print \_\_\_\_\_  
Name of Customer \_\_\_\_\_ Customer Phone Number \_\_\_\_\_

Print \_\_\_\_\_  
Name & Title of Customer Contact \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Customer Representative

Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible.

AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us.

collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

Print \_\_\_\_\_  
ARAMARK Representative Name & Title \_\_\_\_\_

Signature – ARAMARK Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature – ARAMARK General Manager \_\_\_\_\_ Date \_\_\_\_\_



# Customer Information Sheet (CIS)

CUSTOMER NAME:  
 CUSTOMER NO.:  
 PAGE NO.:

CONTACT NAME:

CONTACT TITLE:

Reason for CIS:  New Customer  Add Allied Products  Add Other Charges

## ALLIED MERCHANDISE AND SERVICES ORDERED:

| MERCHANDISE | QUANTITY* | RATE PER ITEM | FREQUENCY | MINIMUM BILLED PERCENTAGE | INVENTORY MAINTENANCE | REPLACEMENT CHARGE (per item) |
|-------------|-----------|---------------|-----------|---------------------------|-----------------------|-------------------------------|
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |
|             |           |               |           |                           |                       |                               |

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

**Additional Services and Charges:**

- |                          |                          |  |                                       |                                       |
|--------------------------|--------------------------|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Preparation Charge   | _____                                 | per Garment                           |
| <input type="checkbox"/> | <input type="checkbox"/> | Service Charge   | _____                                 | per Week                              |
| <input type="checkbox"/> | <input type="checkbox"/> | Extra Suit Charge  | _____                                 | per Wearer                            |
| <input type="checkbox"/> | <input type="checkbox"/> | Special Merchandise (If yes, see Special Merchandise Addendum) |                                       |                                       |
|                          |                          | Direct Embroidered   | <input type="checkbox"/>              |                                       |
|                          |                          | Other  | <input type="checkbox"/>              |                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Emblem Description   |                                       |                                       |
|                          |                          | <input type="checkbox"/> Name Emblem                           | Unit Price _____                      |                                       |
|                          |                          | <input type="checkbox"/> Company Emblem                        | Unit Price _____                      |                                       |
|                          |                          | <input type="checkbox"/> Other                                 |                                       |                                       |
|                          |                          | Emblem Color:  | Name _____                            | Company _____                         |
|                          |                          | Emblem/Type/Style  | Embroidered: <input type="checkbox"/> | Silk Screen: <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Charges/Services:  |                                       | Image Print: <input type="checkbox"/> |

| EasyCare™           |   |
|---------------------|---|
| Garment Merchandise | EasyCare™ Rate (per item in inventory per week) |
|                     |   |
|                     |   |
|                     |   |
|                     |   |
|                     |   |
|                     |   |
|                     |   |
|                     |   |
|                     |   |

**General:**

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

|               |                              |                       |                   |
|---------------|------------------------------|-----------------------|-------------------|
| Waist Sizes   | 44" and above                | Chest Sizes           | 52" and above     |
| Inseam Length | 28" and below; 35" and above | Alpha Sizes           | 2XL and above     |
| Neck Sizes    | 18" and above                | Women's Sizes         | Size 18 and above |
| Sleeve Length | 36" and above                | All "Long" Body Sizes | Any Garment       |

Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

Print \_\_\_\_\_  
 Name of Customer Customer Phone Number

Print \_\_\_\_\_  
 ARAMARK Representative Name & Title

Print \_\_\_\_\_  
 Name & Title of Customer Contact

Signature - ARAMARK Representative Date \_\_\_\_\_

By \_\_\_\_\_  
 Signature of Authorized Customer Representative Date \_\_\_\_\_

Signature - ARAMARK General Manager

Council Bill/Resolution No.: 1132-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$144,065.00.

\_\_\_\_\_  
WHEREAS, bids were publicly read on August 26, 2014; and

WHEREAS, bids were solicited with Langman Construction, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$144,065.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 9, 2014

Date

Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

# **CITY OF MOLINE CONTRACT**

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2014, between **LANGMAN CONSTRUCTION, INC.** of **220 34<sup>TH</sup> AVENUE, ROCK ISLAND, IL 61201**, hereinafter referred to as the “CONTRACTOR,” and the **CITY OF MOLINE, ILLINOIS**, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED FORTY FOUR THOUSAND SIXTY FIVE AND 00/100 (\$144,065.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1209, 2014 DRAINAGE IMPROVEMENTS** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm).

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:  
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED FORTY FOUR THOUSAND SIXTY FIVE AND 00/100 (\$144,065.00) DOLLARS** conditioned upon the faithful

performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

\_\_\_\_\_

CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1133-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Utilities General Manager to execute a contract with Williams Brothers Construction Inc., for the construction of the North Slope Wastewater Treatment Plant Improvements Project, in the amount of \$37,082,000.00, contingent upon execution of a Loan Agreement with the Illinois Environmental Protection Agency's Water Pollution Control Loan Program.

WHEREAS, Construction of the North Slope Wastewater Treatment Plant Improvements Project is required to improve operational reliability and efficiency and to comply with Illinois Environmental Protection Agency Clean Water Act regulations; and

WHEREAS, the City solicited sealed bids for construction of the Project; and

WHEREAS, Williams Brothers Construction Inc. submitted the lowest responsible and responsive bid; and

WHEREAS, sufficient funding will be provided through a low interest loan from the Illinois Environmental Protection Agency's Water Pollution Control Loan Program.

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

That the Utilities General Manager is hereby authorized to execute a contract with Williams Brothers Construction Inc. for construction of the North Slope Wastewater Treatment Plant Improvements Project, in the amount of \$37,082,000.00, contingent upon execution of a Loan Agreement with the Illinois Environmental Protection Agency's Water Pollution Control Loan Program; provided said proposal is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
September 9, 2014

Date  
Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

SECTION 00520

AGREEMENT

---

THIS AGREEMENT is by and between \_\_\_\_\_

(hereinafter called OWNER) and \_\_\_\_\_

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® (ENGINEER) to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before April 30, 2017, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before June 30, 2017.

#### 4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This amount is comprised of \$1,500 per day for engineering, construction administration services, construction observation services, and inspections and \$500 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$2,000 for each day that expires after such time until the Work is completed and ready for final payment. This amount is comprised of \$1,500 per day for engineering, construction administration services, construction observation services, and inspections and \$500 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit. The awarded Contract amount includes the Lump Sum Base Bid plus Bid Alternatives.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## 6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies to the OWNER that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to OWNER on recommendation of ENGINEER, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

## 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

## Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- |          |                          |
|----------|--------------------------|
| First:   | WRITTEN AMENDMENTS       |
| Second:  | AGREEMENT                |
| Third:   | CHANGE ORDERS            |
| Fourth:  | ADDENDA                  |
| Fifth:   | SUPPLEMENTARY CONDITIONS |
| Sixth:   | GENERAL CONDITIONS       |
| Seventh: | SPECIFICATIONS           |
| Eighth:  | DRAWINGS                 |

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

## Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. CONTRACTOR has carefully studied (1) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or accepts consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect the cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



10. Exhibits to this Agreement (enumerated as follows:)

- a. CONTRACTOR's Bid (pages \_\_\_\_ to \_\_\_\_);
- b. Documentation submitted by CONTRACTOR prior to Notice of Award  
(\_\_\_\_\_);
- c. (\_\_\_\_\_).

11. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (pages {\_\_\_\_\_} to {\_\_\_\_\_}, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## Article 10. MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

#### 10.07 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_,  
(which is the Effective Date of the Agreement).

OWNER

\_\_\_\_\_

\_\_\_\_\_  
Signature and Title (Seal)

ATTEST:

By:

\_\_\_\_\_  
Signature and Title

Address for Giving Notices:

Name:

\_\_\_\_\_

Street:

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

Designated Representative:

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

\_\_\_\_\_  
Signature and Title (Seal)

ATTEST:

By: \_\_\_\_\_  
Signature and Title

Address for Giving Notices:

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

License No.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

## INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Print Name) (Title of Officer Signing Certificate)

of the corporation named as CONTRACTOR herein above; that \_\_\_\_\_,  
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then  
\_\_\_\_\_ of said corporation; that said Agreement was duly signed  
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

END OF SECTION

Council Bill/Resolution No.: 1134-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept and execute Illinois Department of Natural Resources' Permit No. DS2014058, which authorizes the City to construct a new outfall and diffuser in conjunction with the North Slope Wastewater Treatment Plant Improvements Project.

WHEREAS, the North Slope Wastewater Treatment Plant Improvements Project will require construction of a new outfall and diffuser in the Mississippi River Floodway that will discharge into its Public Waters; and

WHEREAS, the Illinois Department of Natural Resources has issued Permit No. DS2014058 authorizing construction of said outfall and diffuser; and

WHEREAS, Permit No. DS2014058 must be accepted and executed by the City of Moline.

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

That the Mayor and City Clerk are authorized to accept and execute Illinois Department of Natural Resources' Permit No. DS2014058, which authorizes the City to construct a new outfall and diffuser in conjunction with the North Slope Wastewater Treatment Plant Improvements Project; provided said Permit is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

September 9, 2014

Date

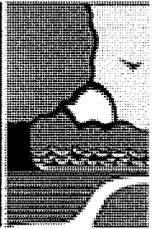
Passed: September 9, 2014

Approved: September 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

August 22, 2014

SUBJECT: Permit No. DS2014058  
Outfall Diffuser Structure  
Mississippi River (Mile 484.5)  
Rock Island County

City of Moline  
ATTN: Greg Swanson  
30 18<sup>th</sup> Street  
Moline, Illinois 61265

Dear Mr. Swanson:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. DS2014058 authorizing the subject project. This approval is based on our determination that the project will not appreciably restrict the river's flood carrying capacity nor adversely impact the public's interests in the public body of water and therefore complies with our Part 3700 Floodway Construction and Part 3704 Public Waters rules. This permit does not supersede any other federal, state or local authorizations that may be required for the project.

Please note that this authorization is limited to the outfall diffuser structure. Minor floodway work such as the paving of the Great River Trail appears to qualify for approval under Statewide Permit No. 6 (copy enclosed).

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

Upon receipt and review of this permit and all of its conditions, please properly execute and return the attached acceptance blank within sixty (60) days from the date of the permit. Please feel free to contact Jerry Bishoff of my staff at 217/558-6617 if you have any questions concerning this authorization.

Sincerely,

Michael L. Diedrichsen, P.E.  
Acting Manager, Downstate Regulatory Programs

MLD:JMB:crw

Enclosures: SW6

cc: U.S. Army Corps of Engineers, Rock Island District (Regulatory Branch)  
IEPA, BOW, Div of Water Pollution Control, Permit Section  
Strand Associates, Inc. (Troy Stinson, P.E.)



PERMIT NO. DS2014058  
DATE: August 22, 2014

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

**CITY OF MOLINE**  
**30 18<sup>TH</sup> STREET**  
**MOLINE, ILLINOIS 61265**

to construct a replacement outfall structure in Sylvan Slough of the Mississippi River (Mile 484.5) at Moline's North Slope Wastewater Treatment Plant in the Northwest  $\frac{1}{4}$  of Section 31, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian in Rock Island County,

in accordance with an application dated June 16, 2014, and the plans and specifications entitled:

**NORTH SLOPE WWTP IMPROVEMENTS**  
**CITY OF MOLINE**  
**MOLINE, ILLINOIS, VOLUME 1**  
(Sheets 1, 15, 17, 23, & 29; Dated 3/21/14).

Examined and Recommended:

*Michael L. Diedrichsen*

Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

Approval Recommended:

*Arlan R. Juhl*

Arlan R. Juhl, Director  
Office of Water Resources

Approved:

*Marc Miller*

Marc Miller, Director  
Department of Natural Resources

PERMIT NO. DS2014058  
CITY OF MOLINE  
OUTFALL DIFFUSER STRUCTURE  
SYLVAN SLOUGH OF MISSISSIPPI RIVER

**PERMIT ACCEPTANCE**

This Acceptance must be signed and returned to the address below to validate this permit. See Condition No. 8.

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF WATER RESOURCES  
One Natural Resources Way  
Springfield, Illinois 62702-1271**

The undersigned permittee, personally, or if a corporation by its duly authorized officers, hereby accepts the permit bearing the above serial number subject to all conditions named therein, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

If a corporation  
affix seal here.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2017, this permit shall cease and be null and void.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF WATER RESOURCES  
ONE NATURAL RESOURCES WAY  
SPRINGFIELD, ILLINOIS 62702-1271

STATEWIDE PERMIT NO. 6

AUTHORIZING MINOR NON-OBSTRUCTIVE  
FLOODWAY CONSTRUCTION ACTIVITIES

**PURPOSE**

The purpose of this Statewide Permit is to authorize the construction of minor floodway activities which, by complying with the terms and conditions of this permit, are determined to have insignificant impact on those factors which are under the jurisdiction of the Department of Natural Resources, Office of Water Resources (IDNR/OWR). It is not necessary to submit applications to or obtain individual permits from IDNR/OWR for floodway construction activities complying with this permit. If a project would not meet the terms and conditions of this permit, a formal permit application must be submitted for review and appropriate determination.

**APPLICABILITY**

This permit applies to the floodway land of all Illinois rivers, lakes and streams under the Department's jurisdiction except Lake Michigan and those in Lake, McHenry, Cook, DuPage, Kane and Will Counties for which regulatory floodways have been designated pursuant to 17 Illinois Administrative Code 3708, but does not authorize any project which conflicts with a federal, state or local project, improvement or rule.

The following activities (not involving fill or positive change in grade) are covered by this permit:

1. The construction of underground utility lines not crossing a lake or stream, wells, and septic tanks;
2. The construction of light poles, sign posts and similar structures;
3. The construction of sidewalks, driveways, athletic fields (excluding fences), patios and similar surfaces which are built at grade;

4. The construction of properly anchored, unwallled, open structures such as playground equipment, pavilions, and carports;
5. The placement of properly anchored buildings not exceeding seventy (70) square feet in size, nor ten (10) feet in any dimension (e.g. animal shelters and tool sheds). Only one such building on a property shall be authorized by this permit. If such a building already exists on a property, this permit does not authorize any additional building; and
6. The raising of existing buildings, provided no changes are made to the outside dimensions of the building and provided the proposed raising would not involve the placement of fill to accomplish the raising. The backfilling of an existing basement is permissible.

Other minor construction activities (including those involving fill or positive change in grade), although not specifically listed above, may comply with the intent of this Statewide Permit and, therefore, may be authorized by this permit. For those projects not specifically listed, however, plans must be submitted to the IDNR/OWR for review and an appropriate determination.

#### **SPECIAL CONDITIONS**

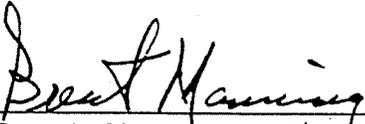
1. This permit does not authorize any construction in the normal channel, i.e. below the usual overtopping or flooding elevation, of any river, lake or stream.
2. In the event the placement of fill material is necessary to accomplish the purpose of the project, the normal application for permit process must be followed or plans may be submitted to the IDNR/OWR for an initial review and an appropriate determination as to whether or not this statewide permit is applicable to the project. This permit does not authorize the placement of any fill material (except for the backfilling of an existing basement as indicated in item 6 above) or positive change in grade in the floodway in conjunction with any of the 6 specified activities noted under "Applicability."
3. If there is any question of the permissibility of any activity under this permit, the IDNR/OWR shall be contacted for a determination.

**GENERAL CONDITIONS OF THE STATEWIDE PERMIT**

1. This permit is granted in accordance with the Rivers, Lakes and Streams Act, 615 ILCS 5 (2000 State Bar Edition).
2. This permit does not convey title to any permittee or recognize title of any permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to any permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
3. This permit does not release any permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
4. This permit does not relieve any permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approval from any federal or other state agency to do the work, the authorization is not effective until the federal and state approvals are obtained.
5. In issuing this permit, the Department of Natural Resources does not approve the adequacy of the design or structural strength of any structure or improvement authorized by this permit.
6. This Statewide Permit shall remain in effect until such time as it is modified, suspended, or revoked by the Department of Natural Resources.

This Statewide Permit was issued on September 15, 1993 and last modified or corrected September 25, 2002.

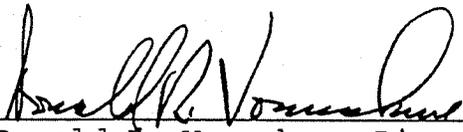
APPROVED:

  
\_\_\_\_\_  
Brent Manning, Director <sup>52v</sup>  
Department of Natural Resources

EXAMINED AND RECOMMENDED:

  
\_\_\_\_\_  
Martin J. Stralow, Manager  
Division of Water Resource Management

APPROVAL RECOMMENDED:

  
\_\_\_\_\_  
Donald R. Vonnahme, Director  
Office of Water Resources

Council Bill/Ordinance No.: 4041-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Quad Cities Marathon & Races scheduled for Sunday, September 28, 2014.

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

The following road closures will be required:

Pre/Post Race Set Up

From Saturday, September 27, 2014, 7:00 a.m. until 3:00 p.m. Sunday, September 28, 2014

All lanes of River Drive, from the easternmost side of 12<sup>th</sup> Street to the westernmost side of 15<sup>th</sup> Street

5K Run/Walk

Sunday, September 28, 2014, 7:00 a.m. to 8:30 a.m.

All lanes of River Drive from the westernmost side of 15<sup>th</sup> Street to the westernmost side of 34<sup>th</sup> Street

All lanes of 19<sup>th</sup> Street from the northernmost side of River Drive to the southernmost side of 4<sup>th</sup> Avenue

All lanes of 4<sup>th</sup> Avenue from the westernmost side of 19<sup>th</sup> Street to the easternmost side of 23<sup>rd</sup> Street

All lanes of 23<sup>rd</sup> Street from the southernmost side of 4<sup>th</sup> Street to the northernmost side of River Drive

Half Marathon, Marathon Relay, and Marathon

From Sunday, September 28, 2014, 7:00 a.m. until 3:00 p.m.

All lanes of River Drive from the westernmost side of 15<sup>th</sup> Street to the easternmost side of 17<sup>th</sup> Street

West bound lane of River Drive, from the westernmost side of 34<sup>th</sup> Street to the easternmost side of 55<sup>th</sup> Street

North bound lane of 55<sup>th</sup> Street, from the northernmost side of River Drive to Old River Drive

Northernmost westbound lane of Old River Drive from 55<sup>th</sup> Street to the northernmost side of River Drive

Sunday, September 28, 2014, from 6:00 a.m. to 9:00 a.m.

Easternmost northbound lane of I-74 West Bridge

Council Bill/Ordinance No.: 4041-2014  
Sponsor: \_\_\_\_\_

Sunday, September 28, 2014, from 7:00 a.m. to 8:00 a.m.  
3<sup>rd</sup> Avenue exit ramp from I-74

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## Required Reporting to the Municipality

To comply with 40 ILCS 5/4-134, each Downstate Firefighters Pension Fund is required to prepare a report indicating various statistics of the pension fund. Various items in the report are “actuarial in nature” and, therefore, to avoid errors by the fund, we include a “draft required report” as part of the actuarial valuation package.

Items contained in this report are taken directly from the source data used to prepare the actuarial valuation and from the current and prior actuarial valuation reports prepared by our firm.

Some Pension Boards use this report as the formal request for the tax levy. PLEASE BE ADVISED THAT THIS REPORT IS NOT INTENDED TO REPLACE THE FORMAL REQUEST BY THE FUND. Particular attention should be paid to the “Employer contributions and all other sources” in item 2 and the “estimated amount required to meet the annual requirements of the fund” in item 3(b), both of which are completed based upon the calculated statutory minimum contribution as required by the statute. **These items are not based upon the recommended minimum contribution calculated by our firm and presented in the accompanying actuarial valuation report.**

We strongly suggest that a separate formal request for tax levy be submitted by the Pension Board to the municipality. Your Board attorneys should be consulted for the preparation of this formal request.

**REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD**

As of 12/31/2013 fiscal year end

(40 ILCS 5/4-134) (from Ch. 108 1/2, par. 4-134)

Sec. 4-134. Report by pension board.

The board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for appropriating and levying taxes for the year for which the report is made.

**1.**

Total Trust Assets (see attachment 1 for complete listing)

|   |              |
|---|--------------|
| Total Assets (market value):                            | \$26,653,953 |
| Actuarial Value of Assets (see item 8 for explanation): | \$27,599,873 |

**2.**

Estimated receipts during the next succeeding fiscal year from:

|  |             |
|--|-------------|
| Participant Contributions deducted from payroll: | \$387,561   |
| Employer Contributions and all other sources:    | \$2,758,255 |

**3.**

Estimated amount required during the next succeeding fiscal year to:

|   |             |
|---|-------------|
| (a) pay all pensions and other obligations provided in this Article:                  | \$4,246,701 |
| (b) meet the annual requirements of the fund as provided in Sections 4-118 and 4-120: | \$3,145,816 |

|   |           |
|---|-----------|
| The increase in employer pension contributions resulting from the implementation of P.A. 93-068 | \$ 52,336 |
|---|-----------|

**4.**

|  |             |
|--|-------------|
| Total Net Income received from investment of net assets: | \$2,559,826 |
|--|-------------|

|                            |       |
|----------------------------|-------|
| Assumed Investment Return: | 7.50% |
| Actual Investment Return:  | 9.71% |

|   |             |
|---|-------------|
| Total Net Income received from investment of net assets (FYE 12/31/2012): | \$2,293,625 |
|---|-------------|

|   |        |
|---|--------|
| Assumed Investment Return (FYE 12/31/2012): | 7.50%  |
| Actual Investment Return (FYE 12/31/2012):  | 10.01% |

**5.**

|   |    |
|---|----|
| Total number of Active Employees that are financially contributing to the fund: | 59 |
|---|----|

**6.**

Disbursements to:

|  |             |
|--|-------------|
| (i) Annuitants in receipt of a regular retirement pension: |             |
| Total number of annuitants:                                | 58          |
| Total amount that was disbursed in benefits:               | \$3,258,458 |
| (ii) Recipients being paid a disability pension:           |             |
| Total number of annuitants:                                | 14          |
| Total amount that was disbursed in benefits:               | \$1,136,496 |
| (iii) Survivors and children in receipt of benefits:       |             |
| Total number of annuitants:                                | 21          |
| Total amount that was disbursed in benefits:               | \$ 0        |

**7.**

|                           |        |
|---------------------------|--------|
| Funded ratio of the fund: | 40.96% |
|---------------------------|--------|

**8.**

|                                       |              |
|---------------------------------------|--------------|
| Unfunded Actuarial Accrued Liability: | \$39,776,039 |
|---------------------------------------|--------------|

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

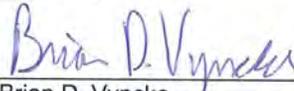
9.

Investment Policy of the pension board under the statutory investment restrictions imposed on the fund. (See attachment 2)

**Certification**

I, Brian D. Vyncke, President of the Moline Fire Pension Board, City of Moline, Rock Island County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/4-134.

Witness my hand this 31 day of December, 2013.



\_\_\_\_\_  
Brian D. Vyncke  
President of Moline Fire Pension Board

Source: P.A. 95-950, eff. 8-29-08