



# MOLINE CITY COUNCIL AGENDA

**Tuesday, October 21, 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**

## **INVOCATION– Alderman Parker**

## **ROLL CALL**

## **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 October 14, 2014

## **SECOND READING ORDINANCES**

### **1. Council Bill/General Ordinance 3024-2014**

A General Ordinance amending Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter; amending Section 35-3408 by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing;” amending Section 35-3410 by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation;” and amending Section 35-3401, “Table 35-3401.1 Permitted Land Uses,” by adding new land use designations to correspond with the amendments to Sections 35-3408 and 35-3410.

**EXPLANATION:** This ordinance will amend Chapter 35 of the Moline Code of Ordinances in accordance with the objective and provisions of the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1 to include incorporating land use designations to include “Sales and Service, Cannabis Dispensing” in the City’s B-4 Zoning District and “Industrial, Cannabis Cultivation” in the City’s I-1 and I-2 Zoning Districts.

**FISCAL IMPACT:** N/A

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

### **2. Council Bill/Special Ordinance 3025-2014**

An Ordinance amending Chapter 23 “PARKS AND RECREATION” of the Moline Code of Ordinances, by repealing it in its entirety and enacting in lieu thereof one new Chapter 23 related to the same subject matter.

**EXPLANATION:** The Park Board is recommending that Chapter 23 “PARKS AND RECREATION” be updated to include new provisions for the prohibition of smoking in any park and recreation area under the jurisdiction of the Park and Recreation Board. Additionally, the Park

Board is recommending that Chapter 23 include updated provisions for the unified ordinance for trail use in the Quad Cities. The proposed Chapter 23 contains updates and new provisions that were out of date or no longer needed.

**FISCAL IMPACT:** N/A

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

### **RESOLUTIONS**

#### **3. Council Bill/Resolution 1151-2014**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Total Maintenance, Inc. (TMI), Bettendorf, Iowa to provide HVAC – Total Service and Preventative Maintenance for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019, for a total of \$620,029.

**EXPLANATION:** The current 5-year HVAC Total Coverage Maintenance Agreement with TMI expires on October 31, 2014, that covers 9 buildings. Proposals were opened and read on August 4, 2014, with the following results:

\$645,610	Johnson Controls
\$645,864	Total Maintenance, Inc. (TMI)
\$689,763	Baker Group

Total Maintenance, Inc. offers a savings of 4% when paid annually therefore TMI is the lowest proposal. The term of the contract will be for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019. The cost per year from 2015 through 2019 with the 4% savings is \$116,122, \$120,050, \$123,863, \$127,907, \$132,088 for the total amount of \$620,030.

**FISCAL IMPACT:** Funds are budgeted in Buildings and Grounds, Maintenance Service Contract 010-0841-432.04-26.

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

#### **4. Council Bill/Resolution 1152-2014**

A Resolution authorizing the Mayor and City Clerk to execute an application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program in an amount of \$32,612.25 and authorizing staff to do all things necessary to complete and submit said application.

**EXPLANATION:** The Rock Island County Waste Management Agency awards grants to participating agencies based on their population. The grants are to help with waste reduction and to facilitate and promote recycling. The agency awards the grant using a formula of \$0.75 per resident; Moline's maximum grant eligibility is calculated on a population of 43,483 for a maximum grant of \$32,612.25.

**FISCAL IMPACT:** \$32,612.25 has been budgeted for solid waste reduction

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

#### **5. Council Bill/Resolution 1153-2014**

A Resolution authorizing the Mayor and City Clerk to execute a Right to Use Agreement for National Cart Advertising, LLC Services for the right to use approximately 15,500 City trash carts.

**EXPLANATION:** On June 11, 2014, Council directed staff to negotiate a five year use agreement with National Cart Advertising, LLC Services for the purpose of displaying advertising on solid waste cart lids. The term of the agreement is January 1, 2015, through December 31, 2019. Residents may opt out of the program once all of the new lids have been installed.

**FISCAL IMPACT:** Anticipated revenues from the citywide cart advertising program are estimated at \$80,000.00 annually and \$400,000.00 over the life of this agreement.

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

**6. Council Bill/Resolution 1154-2014**

A Resolution authorizing approval of a change order to the asbestos abatement contract with Environmental Management Services of Iowa, Inc., for the removal and disposal of additional asbestos in the building located at 1217, 1219 and 1221 5<sup>th</sup> Avenue, Moline.

**EXPLANATION:** The City purchased the former Ray’s Appliance property located at 1217, 1219 and 1221 5<sup>th</sup> Avenue, Moline, with the intention of demolishing the building located thereon. Proposals were solicited to remove the asbestos containing material (hereinafter “ACM”) in the building prior to demolition and Environmental Management Services of Iowa, Inc. (hereinafter “EMSI”), submitted the lowest responsible and responsive bid proposal. The City Council authorized the Mayor and City Clerk to accept a proposal with EMSI for the removal of said ACM in the structure in the amount of \$19,810.00 via Resolution No. 1112-2014, which was passed on August 12, 2014, and approved on August 26, 2014. EMSI began the removal of the known ACM but found additional ACM in floor tiles located underneath a layer of plywood flooring. In addition, some building material located behind the aggregate façade on the front of the building was located, tested by the asbestos inspector, and determined not to be ACM. Due to the location of this additional ACM, underneath subflooring and behind the façade, it could not be located or tested prior to EMSI beginning its abatement work. EMSI has submitted its quote for abatement of the additional ACM, a copy of which is attached hereto as Exhibit A. The cost to remove the additional ACM may be a maximum amount of \$33,600.00 plus lift rental costs. Funds are available to pay for this abatement of the additional ACM. Pursuant to Section 27-3103 of the Moline Code of Ordinances, change orders over \$20,000.00 need to be approved by the City Council. Said change order is in the best interest of the City as EMSI is already on-site doing ACM remediation work.

**FISCAL IMPACT:** N/A

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

**OMNIBUS VOTE**

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

Members of the public are permitted to speak.

**EXECUTIVE SESSION**

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

Council Bill/General Ordinance No. 3024-2014

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

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter; amending Section 35-3408 by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing;” amending Section 35-3410 by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation;” and amending Section 35-3401, “Table 35-3401.1 Permitted Land Uses,” by adding new land use designations to correspond with the amendments to Sections 35-3408 and 35-3410.

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WHEREAS, the State of Illinois enacted the Compassionate Use of Medical Cannabis Pilot Program Act (“Act”), effective January 1, 2014, which pertains to the cultivation and dispensing of medical marijuana; and

WHEREAS, according to the Act, cultivation centers and dispensing facilities will be permitted to locate within municipalities, subject only to the limitation imposed by the Act and reasonable zoning ordinances enacted by local municipalities; and

WHEREAS, upon review of the Act, the Moline Plan Commission determined that facilities defined in the Act as a “dispensing organization” and a “cultivation center” should be allowed as permitted uses within particular zoning districts in the City of Moline; and

WHEREAS, on September 17, 2014, upon due notice of hearing, the Plan Commission held a public hearing in regard to the proposed amendments to Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, on said date, the Plan Commission recommended approval of the proposed amendments to the Moline Code of Ordinances’ land use designations to include “Sales and Service, Cannabis Dispensing” in the City’s B-4 Zoning District and “Industrial, Cannabis Cultivation” in the City’s I-1 and I-2 Zoning Districts; and

WHEREAS, this Council has received the recommendations of the Plan Commission for the proposed amendments, said recommendations having been formed after public hearing upon due notice, research, and input from City staff; and

WHEREAS, this ordinance will amend Chapter 35 of the Moline Code of Ordinances to incorporate the proposed amendments in accordance with the objective and provisions of the Act.

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

**Section 1** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” is hereby amended by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter, which shall read as follows:

**“SEC. 35-3406. PRINCIPAL AGRICULTURAL LAND USES.**

(a) **CULTIVATION.** Description: Cultivation land uses include all operations primarily oriented to the on-site raising of plants. This land use includes trees which are raised as a crop to be replaced with more trees after harvesting, such as in nursery or Christmas tree operations and commercial greenhouses. The raising of plants for consumption by farm animals is considered cultivation if said plants are consumed by animals which are located off-site. Such land uses do not include cultivation centers registered by the State of Illinois to produce medical cannabis (see Sec. 35-3410(k)).

(1) **Regulations:**

- a. On lots zoned and platted for non-agricultural uses, cultivation areas shall not exceed 20% of the lot's area;
- b. Cultivation areas shall not be located within the required front yard of any platted lot or lot developed with a use other than agriculture;
- c. Agricultural land uses are exempt from the surfacing requirements of Sec. 35-5100(g).

(2) **Uses similar from ILOCUZC:**

- a. Agriculture (not including the raising of livestock);
- b. Agriculture (not including the raising of livestock) and commercial summer gardens;
- c. Nurseries, commercial.

\* \* \* \* \*

**Section 2** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3408, is hereby amended by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing,” which shall read as follows:

**“SEC. 35-3408. PRINCIPAL COMMERCIAL LAND USES.**

\* \* \* \* \*

(o) **SALES AND SERVICE, CANNABIS DISPENSING.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, a Sales and Service, Cannabis Dispensing land use is any state-registered dispensing organization which acquires medical cannabis from registered cultivation centers for the purpose of dispensing medical cannabis products to registered qualifying patients.

(1) **Regulations:**

- a. Must be in full compliance with all applicable state statutes and regulations.”

**Section 3** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances,” Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3410 is hereby amended by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation,” which shall read as follows:

**“SEC. 35-3410. PRINCIPAL STORAGE, WHOLESALING AND INDUSTRIAL LAND USES.**

\* \* \* \* \*

(k) **INDUSTRIAL, CANNABIS CULTIVATION.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, an

Industrial, Cannabis Cultivation land use is any cultivation facility registered by the State of Illinois to perform necessary activities to provide only registered medical cannabis to registered dispensing organizations.

(1) **Regulations:**

- a. Must be in full compliance with all applicable state statutes and regulations.”

**Section 4** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3401, Table 35-3401.1, is hereby amended by adding one new land use designation (o) entitled “Sales and Service, Cannabis Dispensing,” under “Principal Commercial Land Uses (Sec. 35-3408),” which shall read as follows:

**“Table 35-3401.1  
Permitted Land Uses**

														* * * * *		
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Type of Land Use		
																<b>Principal Commercial Land Uses (Sec. 35-3408)</b>
					P	P	P	P	P	P	P	P	P			(a) Office
					P	P	P	P	P	P	P					(b) Personal or Professional Service, Limited
						P	P	P	P	P	P					(c) Sales and Service, General
								S	P	P	P					(d) Sales and Service, Intensive
					S	S		S	S	P	P					(e) Sales and Service, In-Vehicle
										P	P					(f) Sales and Service, Outdoor Display
						S	P	P	P	P	P					(g) Restaurant
						P			P	P	P					(h) Lodging
								P	P	P	P					(i) Entertainment, Indoor
S											S	S	S			(j) Entertainment, Outdoor
												P	P			(k) Entertainment, Adult
								S	S	S	P	P	P			(l) Vehicle Repair and Maintenance, Minor
											P	P	P			(m) Vehicle Repair and Maintenance, Major
P	P										P	S	S			(n) Animal Boarding Services
											P					(o) Sales and Service, Cannabis Dispensing
														* * * * *		

and by adding one new land use designation (k) entitled “Industrial, Cannabis Cultivation,” under “Principal Storage, Wholesaling and Industrial Land Uses (Sec. 35-3410),” which shall read as follows:

**“Table 35-3401.1  
Permitted Land Uses**

* * * * *														
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Type of Land Use
														<b>Principal Storage, Wholesaling &amp; Industrial Land Uses (Sec. 35-3410)</b>
											P	P	P	(a) Storage, Personal
											P	P	P	(b) Storage and Wholesaling, Indoor
											P	P	P	(c) Storage and Wholesaling, Outdoor
											P	P	P	(d) Contractor Shops
													S	(e) Junkyard or Salvage Yard
													S	(f) Waste Disposal Facility
						P						P	P	(g) Industrial, Light
													P	(h) Industrial, General
													S	(i) Industrial, Intensive
S	S												S	(j) Extraction Use
												P	P	(k) Industrial, Cannabis Cultivation

\* \* \* \* \*

**Section 5** – 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



**SEC. 35-3408.**

**PRINCIPAL COMMERCIAL LAND USES.**

(f) **SALES AND SERVICE, CANNABIS DISPENSING.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, a Sales and Service, Cannabis Dispensing land use is any state-registered dispensing organization which acquires medical cannabis from registered cultivation centers for the purpose of dispensing medical cannabis products to registered qualifying patients.

(1) **Regulations:**

a. Must be in full compliance with all applicable state statutes and regulations.

(gh) **RESTAURANT.**

Type of Land Use														
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Principal Storage, Wholesaling & Industrial Land Uses (Sec. 35-3410)
														(a) Storage, Personal
											P	P	P	(b) Storage and Wholesaling, Indoor
											P	P	P	(c) Storage and Wholesaling, Outdoor
											P	P	P	(d) Contractor Shops
													S	(e) Junkyard or Salvage Yard
													S	(f) Waste Disposal Facility
						P						P	P	(g) Industrial, Light
												P	P	<b>(h) Industrial, Cannabis Cultivation</b>
													P	(hi) Industrial, General
													S	(ij) Industrial, Intensive
S	S												S	<b>(jk) Extraction Use</b>

**SEC. 35-3410. PRINCIPAL STORAGE, WHOLESALING AND INDUSTRIAL LAND USES.**

(h) **INDUSTRIAL, CANNABIS CULTIVATION.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, an Industrial, Cannabis Cultivation land use is any cultivation facility registered by the State of Illinois to perform necessary activities to provide only registered medical cannabis to registered dispensing organizations.

(1) **Regulations:**

a. Must be in full compliance with all applicable state statutes and regulations.

(hi) **INDUSTRIAL, GENERAL.**

Council Bill/General Ordinance No. 3025-2014

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

AN ORDINANCE

AMENDING Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, by repealing the chapter in its entirety and enacting in lieu thereof one new Chapter 23 relating to the same subject matter.

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WHEREAS, the Park and Recreation Board has recommended that Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinance, be updated to include new provisions for the prohibition of smoking in any park and recreation area under the jurisdiction of the Park and Recreation Board; and

WHEREAS, the Board also recommends that Chapter 23 be amended to include updated provisions for the unified ordinance for trail use in the Quad Cities; and

WHEREAS, in addition to these amendments, City staff has reviewed Chapter 23 in full and made minor revisions to sections that are out of date or no longer required.

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

**Section 1** – That Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, is hereby amended by repealing Chapter 23 in its entirety and enacting in lieu thereof one new Chapter 23, which shall read as follows:

**"CHAPTER 23**

**PARKS AND RECREATION**

- Art. I. Park and Recreation Board, §23-1100 - §23-1107**
- Art. II. Operation of Park and Recreational Facilities, §23-2100 - §23-2103**
- Art. III. Watercraft, Docks and Waterways**
  - Div. 1. In General, §23-3100 - §23-3102**
  - Div. 2. Operation of Watercraft, §23-3200 - §23-3210**
- Art. IV. Cemetery Operation, §23-4100 - §23-4107**
- Appendix 1. Restricted Areas of Parking/Boat Ramps**

**ARTICLE I. PARK AND RECREATION BOARD**

**SEC. 23-1100. CREATED; COMPOSITION; APPOINTMENT OF MEMBERS.**

There is hereby created and established a park and recreation board for the City which shall be composed of seven (7) members who shall be appointed by the mayor with the advice and consent of the City Council.

**SEC. 23-1101. TERM OF OFFICE; VACANCIES.**

The park and recreation board is a continuation of the playground and recreation board and the staggered terms of office of the members of said playground and recreation board shall be continued for their full term. Subsequent appointments shall be made for five-year terms, and members shall serve until their successors are appointed and qualified. In the case of vacancy, the mayor shall, with the advice and consent of the City Council, appoint a successor for the unexpired term.

**SEC. 23-1102. COMPENSATION OF MEMBERS.**

The members of the park and recreation board shall serve without compensation.

**SEC. 23-1103. QUORUM.**

A majority of the members of the park and recreation board shall constitute a quorum for the transaction of business.

**SEC. 23-1104. ORGANIZATION.**

The park and recreation board shall elect necessary officers and adopt such rules, bylaws and regulations as it may deem proper for the conduct of its work; however, said rules, bylaws and regulations shall be in writing and shall be on file with the city clerk for at least ten (10) days before same or any amendment thereto becomes effective.

**SEC. 23-1105. POWERS.**

The park and recreation board shall have the following powers and duties:

- (1) To take charge of and operate all parks, playgrounds, cemeteries, park and recreational facilities, and any other property entrusted to it by resolution or ordinance and to have the care, custody, and supervision thereof.
- (2) To acquire, in the name of the City and in accordance with the general ordinances of the City relating to purchasing, either within or beyond the corporate limits of the City, real or personal property, which is necessary, advisable, or useful for the purposes of said board by purchase, gift, exchange, or condemnation when authorized by law; provided said acquisition of real property is first approved by the City Council.
- (3) To sell or dispose of real and personal property no longer needed or useful; provided, such sale or disposition shall be either with the express approval of the City Council or in accordance with the terms of any general ordinance enacted by the City Council relating to the sale or disposal of property.
- (4) To adopt rules and regulations for the control and government of the facilities, properties and institutions entrusted to said board; penal rules and regulations, when approved by the City Council, shall have the force and effect of ordinances and may be enforced as ordinances when published.
- (5) To appoint and employ, subject to the personnel Code of the City, such employees as may be necessary to direct and operate such facilities, properties, and institutions entrusted to and fix the compensation thereof in accordance with general compensation plans adopted by the City Council; and as may be permitted under the budget as submitted to City Council and approved each year. The director of the department of park and recreation shall be appointed by the board. The director shall be assisted by the municipal services general manager, who will coordinate park maintenance activities with the board and other municipal services.

- (6) To procure such material, supplies, and equipment as is needed for the operation of the facilities, properties, and institutions entrusted to it; provided, said procurement is in accordance with the general ordinances of the City relating to purchasing.
- (7) To provide for the maintenance and improvement of the facilities, properties, and institutions.
- (8) To establish additional facilities and properties or branches of existing facilities, institutions, or properties; provided, said establishment is first submitted to the Moline Plan Commission for review as to locational conformance to master plans and the official map.
- (9) To enter into operating, exchange of property, or sharing of property and facilities agreements with other public or private organizations for the purpose of furthering public recreational, open space and burial needs.
- (10) To plat, lay out, survey, and ornament City cemetery grounds.
- (11) To establish fees and charges for use of properties, facilities, and institutions entrusted to it and to assess the value of interment rights which are offered for sale and to sell and dispose of, in the name of the City, said interment rights on such terms and with such conditions for the permanent care and preservation of the cemeteries and all their parts as it may deem proper.
- (12) To have such other powers as may be necessary to carry out the purposes and powers hereinabove set forth or that may be granted by law or ordinance.

**SEC. 23-1106. PARK AND RECREATION FUND.**

(a) There is hereby created a park and recreation fund, which shall consist of the "Park Fund," "Park and Cemetery Gift Fund," and "Perpetual Care Fund." All taxes now levied or to be hereafter levied for park, recreational, and cemetery purposes, and all moneys hereafter received from the collection of such taxes or from other sources shall be deposited in said park and recreation fund.

(b) The park and recreation board shall maintain at least four (4) accounts within said fund so that park and recreational moneys, cemetery moneys, cemetery perpetual care moneys, and trust moneys may be accounted for separately to the extent practicable, in keeping with good management practices, and as required by terms of gift, bequest, or trust.

(c) Money received for park, recreational, and cemetery purposes shall be deposited with the officer charged with control of the City's finances to the account of the park and recreation board, and the money may be withdrawn and paid out by said officer upon receipt of warrants drawn on the City treasury by said board.

(d) The board may direct the officer charged with control of the City's finances to invest money in its account in any security or instrument permitted by statute; said officer shall then determine the appropriate term and investment.

**SEC. 23-1107. ANNUAL AND MONTHLY REPORTS.**

(a) Within thirty (30) days after the expiration of the fiscal year of the City, the park and recreation board shall make a report, as of the last day of the fiscal year, to the City Council. The report shall be in writing and shall be verified by the chairman and secretary of the board. The report shall contain the following:

- (1) An itemized statement of the various sums of money received from taxes and from other sources;
- (2) An itemized statement of the objects and purposes for which such sums of money have been expended;

- (3) A description of and statement of purpose for acquisition of real and personal property acquired by devise, bequest, purchase, or otherwise;
  - (4) A statement of the character of any new, extended, or modified service that has been or is planned to be undertaken;
  - (5) A statement of the financial requirements of the park and recreation board for the ensuing fiscal year and the rate of tax which will be necessary to levy for board purposes; and
  - (6) Any other information and recommendations that may be of interest or which are required by the officer charged with control of the City's finances.
- (b) The park and recreation board shall make, in addition to said annual report, monthly reports to the City Council showing receipts and expenditures during the preceding month and the condition of its trust at the end of the month.

## **ARTICLE II. OPERATION OF PARK AND RECREATIONAL FACILITIES**

### **SEC. 23-2100. PARK AND RECREATION SYSTEM CREATED; ORGANIZATION.**

(a) There is hereby established a park, supervised playground, and recreation system in the City. Said system shall be maintained and operated for the use and benefit of the citizens of the City and shall be designed to meet the open space and passive recreational needs as well as the active recreational needs of said citizens.

(b) Said system and expenditures for said system constitute a legitimate public purpose in that the public health, safety, and welfare are serviced by developing within an urban setting activities that promote healthy minds and bodies. Physical exercise, quiet retreats, development of skill in the cultural arts, and promotion of the aesthetic quality of the City are such activities and are compatible in nature to rightfully be continued in one unified system.

(c) The management and supervision of the department, and of any and all property pertaining thereto, shall be under the direction of the park and recreation board and the parks recreation director, herein designated as the director, and it shall be the director's duty to protect the same from unnecessary damage or loss and keep the department in proper running order and repair.

(d) The director shall be assisted in the administration of the department by the municipal services general manager, herein designated as the general manager, and it shall be the general manager's duty to coordinate park maintenance activities with the director and the park and recreation board; the general manager shall further coordinate the use of park employees with other municipal functions and services so as to make best use of all municipal employees and equipment.

### **SEC. 23-2101. PARK AND RECREATIONAL AREAS DEFINED.**

(a) The park and recreation system shall consist of such property, facilities and institutions either within or beyond the corporate limits as the park and recreation board, with the approval of the City Council, may from time to time determine. The City Council has approved by a special ordinance certain properties, facilities and institutions for inclusion in said system. The properties, facilities and institutions are described in the following special ordinances: Special Ordinance No. 161, Special Ordinance No. 179, Special Ordinance No. 227, Special Ordinance No. 294, and Special Ordinance No. 306.

(b) The city clerk is hereby authorized to include in subsection (a) above, special ordinances adopted hereafter which turn over real property for jurisdiction by the park and recreation board or to cause said listing to be done without further amendment of this section.

**SEC. 23-2102. RULES OF CONDUCT APPLICABLE TO ALL PARKS.**

(a) The rules contained in subsections (b) and (c) below have been adopted by the park and recreation board and have been approved by the City Council. Said rules are applicable to conduct of any person within any park, playground, recreational facility, or other premises under the jurisdiction of said board and are considered supplementary to, and not in exclusion of, any other rules, provisions of this Code, or other ordinances of the City applicable to such matters.

(1) **Exception:** The use of trails located within the City and under the jurisdiction of the park and recreation board shall be pursuant to the rules adopted by the park and recreation board and approved by the City Council as set forth in Sec. 23-2103 below.

(b) Large parks or those containing evening program activities (BBMP, Riverside, Green Valley, Prospect, Stephens) shall be open for public use from 6:00 a.m. to 11:00 p.m. daily. Neighborhood and small parks or those offering no evening activity schedule (Peterson, McCandless, Velie, Karstens, Kiwanis, Butterworth Playground, East End, Optimist, Millennium, Sylvan Island, Browning, Jefferson, Meersman and Stephen's Square) shall be open for public use from 6:00 a.m. until sunset.

(c) No person in any park, playground, recreational facility or other premises under the jurisdiction of the park and recreation board shall:

- (1) Permit unleashed or unaccompanied animals on the premises, nor allow animals to enter fenced-in areas, except for special functions, as authorized by the director.
- (2) Carry or discharge firearms, fireworks, spring-loaded guns, or bows and arrows, or other weapons not designated in Section 23-2102(c)(3), unless duly authorized by City officials.
- (3) Carry or discharge slings, slingshots, air guns, or other weapons not designated in Section 23-2102(c)(2), unless duly authorized by City officials.
- (4) Cut, mark, break, climb upon, or in any way injure or deface trees, shrubs, plants, buildings, fences, bridges, or other structures or property on the premises.
- (5) Remove from the premises sod, trees or plants or other movable property, or to pick flowers of any kind on any such premises.
- (6) Race with horses, bicycles, automobiles, minibikes, motorcycles or other vehicles, boats, or animals; or drive or ride on drives on any such premises at more than fifteen (15) miles per hour, unless otherwise designated.
- (7) Sell, be in possession, or be under the influence of any intoxicating beverages, hallucinogenic drugs, or marijuana, except that the sale, possession and consumption of alcoholic beverages is permitted at Green Valley as long as such sale, possession and consumption is performed in compliance with Chapter 4 of this Code and all other applicable statutes, rules and regulations.
- (8) Lie or sleep on tables or benches on the premises.
- (9) Distribute circulars or advertisements, or post notices, bills or other paper upon any structures or trees on any such premises, or to advertise by any other means.

- (10) Take any bird eggs or bird nests; fish in the lagoons, unless permitted at such times as designated by the director or other authorities; or kill or disturb any waterfowl, birds or wildlife. Fishing is permitted at any time at designated park locations; see Sec. 23-2102(e) below.
  - (11) Light any fires on the property, other than in established fireplaces.
  - (12) Drive or park automobiles on the grassy areas.
  - (13) Swim in any but designated places for swimming, and only during the designated hours. Swimming is not permitted from or off of boat docks, launching areas, shorelines or any structure or item attached to park shoreline.
  - (14) Be on the premises, unless otherwise designated or authorized and under proper supervision, between the hours of 11:00 p.m. and 6:00 a.m. or additional hours, as set forth under Sec. 23-2102(b). The enclosed playground areas shall be opened and closed at the discretion of the park and recreation staff, and any person being found within such closed areas shall be in violation of this chapter.
  - (15) Be permitted to call or hold meetings or gatherings on park or recreational property without written consent by permit from the director or the City Council or refuse to vacate a property to allow use by a permit bearing group or interrupt a permitted activity in progress.
  - (16) Be permitted to bring into or upon park and recreational properties refuse of any kind, including undesirable plant life or discarded appliances.
  - (17) Enter any area or portion of any area designated as restricted by signs or notices without the consent of the director.
  - (18) Be allowed to display language or conduct deemed disorderly.
  - (19) Sell or offer to sell to any person food or refreshments, or be a vendor of any saleable products without the approval by written permit or contractual agreement with the park and recreation board or its authorized agents.
  - (20) Drive, operate or use any snowmobile, hover craft, minibike, motorcycle, go-cart or any other vehicle in any park of the City, except in areas specifically designated, if any, by the park and recreation board for such use.
  - (21) Be permitted to solicit for membership into, affiliation with, or support of, any subject, activity or organization other than park and recreation board services and activities.
- (d) **Penalty.**
- (1) Any person violating Section 23-2102(c)(1) shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs, and any other applicable penalty provisions of Chapter 7, "Animals and Fowl."
  - (2) Any person violating Section 23-2102(c)(2) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not more than three hundred dollars (\$300.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
  - (3) Any person violating Section 23-2102(c), subsections (3), (4), (5), (6), (10), (11), (12), (13), (14), (15), (16), (17), (19), (20), or (21) shall be subject to a mandatory fine as follows: not less than

fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

- (4) Any person violating Section 23-2102(c)(7) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
- (5) Any person violating Section 23-2102(c)(8) or (c)(9) shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs.
- (6) Any person violating Section 23-2102(c)(18) shall be subject to the mandatory fine and penalty provisions set forth in Section 22-2100, "Disorderly Conduct," subsection (e), "Penalty."

(e) **Fishing Permitted.**

- (1) A person may obtain a permit from the office of the park and recreation board, 3635 4<sup>th</sup> Avenue, Moline, to fish at any time at the following parks: Ben Butterworth Parkway, Sylvan Island, Green Valley Park, Sylvan Gateway Park, and Harold's Landing. Such permit is valid for the holder of the permit only.
  - a. The permit is good for the calendar year in which it is issued and must be carried at all times while fishing. Failure to carry a permit while in a designated park after hours shall be a violation of this Code as set forth in subsection (c)(14) and shall be punishable as provided in Section 1-1107 of this Code.
  - b. If a person fishing after park hours parks his motor vehicle in the parking lot of one of the above named parks, such vehicle must have a parking sticker issued by the office of the park and recreation board affixed to the left side of the rear window of the vehicle. An administrative fee will be imposed for the sticker.
  - c. A person fishing after park hours with a permit is required to abide by all other rules of conduct contained in this section.

(f) **Smoking Prohibited.** No person shall be permitted to smoke in any park and recreation area under the jurisdiction of the park and recreation board.

- (1) **Posting of Signs.** A sign indicating "NO SMOKING" shall be conspicuously posted at every entrance of every park and recreation area where smoking is prohibited, and at all other locations within said park and recreation area as deemed necessary by the park and recreation board.
- (2) **Exemption.** Smoking shall be permitted in all cemeteries and parking lots adjacent to all park and recreation areas under the jurisdiction of the park and recreation board.
- (3) **Penalty.** Any person violating Section 23-2102(f) shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

**SEC. 23-2103. TRAILS; RULES OF CONDUCT APPLICABLE TO TRAILS.**

(a) **Defined.** For purposes of this chapter, a trail is a multi-use trail, side path, or shared use path as defined by the American Association of State Highway and Transportation Officials (AASHTO), specifically, a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or on other public property or within an easement dedicated for public use.

(b) Trails may be established for the purposes of recreation, transportation, fitness and other similar purposes. They are intended primarily for non-motorized/human-powered activities, including but not limited to, walking, running, bicycling, in-line skating, roller skating, skateboarding, skiing, and other similar activities; and for use of Americans with Disabilities Act (ADA) compliant, motorized or non-motorized devices intended for personal transport of individuals with disabilities.

(c) **City Trails.** Trails within the City under the jurisdiction of the park and recreation board include, but are not limited to, Ralph B. Birks Recreational Trail, Prospect Park Trails, Kiwanis Trail, Sylvan Island Trails, and Green Valley Sports Complex Trail.

(d) The rules contained in this subsection (d) have been adopted by the park and recreation board and have been approved by the City Council. Said rules are applicable to conduct of any person using any trail under the jurisdiction of said board and are considered supplementary to, and not in exclusion of, any other rules, provisions of this Code, other ordinances of the City applicable to such matters, or existing State of Illinois vehicle codes or other applicable federal, state, or local rules and regulations pertaining to trail use.

(1) No user of a trail shall:

- a. Travel at a rate of speed greater than reasonable and prudent.
- b. Use the trail in a negligent manner that is likely to endanger persons or property. Trail users shall use common courtesy and respect the rights and safety of others. The applicable state regulations regarding the equipment required to allow the safe operation of bicycles or other wheeled vehicles during the times of day when natural light is diminished shall be applied to the trails subject to this ordinance.
- c. Sell, be in possession, or be under the influence of any intoxicating beverages, hallucinogenic drugs, or marijuana.
- d. Permit unleashed or unaccompanied animals on a trail; any animal present on a trail must be on a leash no longer than six (6) feet and with the owner in complete physical control at all times.
- e. Litter, leave animal waste, or discard any other items along or near the trail.
- f. Operate any vehicle other than a compliant vehicle, as defined as a human-powered device no wider than four (4) feet, with the exception of Americans with Disabilities Act (ADA) compliant, motorized or non-motorized devices intended for personal transport of individuals with disabilities, or equipment approved by the park and recreation board for use to maintain the trail, to provide for public safety, or specifically permitted for use by the park and recreation board.

e. **Penalty.**

(1) Any person violating Section 23-2103(1)c. shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus

court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

- (2) Any person violating Section 23-2103(1)d. shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs, and any other applicable penalty provisions of Chapter 7, "Animals and Fowl."
- (3) Any person violating Section 23-2103(1), subsections a., b., e., or f., shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

### **ARTICLE III. WATERCRAFT, DOCKS AND WATERWAYS**

#### **DIVISION 1. IN GENERAL**

##### **SEC. 23-3100. PURPOSE OF ARTICLE.**

The intent and purpose of this article is to protect the life and safety of persons and property using navigable waters within the City, using watercraft harbors, launching ramps, piers and marinas owned or operated by the City.

##### **SEC. 23-3101. CONDUCT OF PERSONS IN WATERCRAFT LAUNCHING OR PIER AREAS.**

No person on or about any watercraft harbor, launching ramp or pier owned, operated or controlled by the City or any of its agents or agencies shall:

- (1) Deviate from the traffic pattern and priority system in attempting to launch or load watercraft.
- (2) Remain in the vehicle pulling trailer, other than a driver, during launching operations.
- (3) Fail to remove trailers and other vehicles from the launching zones and ramps as soon as watercraft is launched or removed from the water.
- (4) Park automobiles, trailers, or other vehicles within eighty (80) feet of launching ramps.
- (5) Park automobiles, trailers or other vehicles in areas other than those areas designated for parking.
- (6) Park heavy or large trucks.
- (7) Wash vehicles in parking or launching areas.
- (8) Swim in watercraft ramp or pier areas.
- (9) Light or permit fires in watercraft launching or pier areas.

- (10) Park or leave unattended any watercraft in the water within any launching zone and within twenty-five (25) feet of any launching zone.

**SEC. 23-3101.1 RESTRICTED AREAS OF PARKING/BOAT RAMPS.**

It shall be unlawful for any person to park any type of vehicle not actually being utilized to pull a trailer or boat in those areas specifically designated for the parking of vehicles pulling trailers and boats on the City's boat ramps, as described in Appendix 1, which is incorporated in this section as if set out fully herein. For purposes of this section, "actually being utilized" shall include the parking of said vehicle while the boat is being used, loaded or unloaded.

**DIVISION 2. OPERATION OF WATERCRAFT**

**SEC. 23-3200. CARELESS AND RECKLESS OPERATION.**

(a) No person shall operate any watercraft in a careless or heedless manner so as to be grossly indifferent to the persons or property of other persons, or at a rate of speed greater than will permit said person in the exercise of reasonable care to bring the watercraft to a stop within the assured clear distance ahead.

(b) No person shall operate any watercraft or manipulate any water skis, aquaplane or similar device in such a manner as to endanger the life or limb, or damage the property of any person.

**SEC. 23-3201. INTERFERENCE WITH NAVIGATION.**

No person shall operate any watercraft in a manner which unreasonably or unnecessarily interferes with other watercraft or with the free and proper navigation of the waterways of the state. Anchoring under bridges or in heavily traveled channels constitutes such interference, if unreasonable under the prevailing circumstances.

**SEC. 23-3202. OVERLOADING.**

No watercraft shall be loaded with passengers or cargo beyond its safe carrying capacity, taking into consideration weather and other existing operating conditions.

**SEC. 23-3203. INCAPACITY OF OPERATOR; INTOXICATION.**

(a) The owner of any watercraft or any person having same in said person's charge or in said person's control, shall not authorize or knowingly permit the watercraft to be operated by any person who by reason of physical or mental disability is incapable of operating such watercraft under the prevailing circumstances.

(b) No person shall operate any watercraft or vessel, or manipulate any water skis, aquaplane, or similar device while intoxicated or under the influence of any narcotic drug, barbiturate or marijuana.

(c) The owner of any watercraft or any person in charge or in control of such shall not authorize or knowingly permit the watercraft to be operated by any person who is under the influence of intoxicating liquor, narcotic or habit forming drug.

**SEC. 23-3204. OVERPOWERING.**

No watercraft shall be equipped with any motor or other propulsion machinery beyond its safe power capacity, taking into consideration weather and other existing operating conditions.

**SEC. 23-3205. OBSERVANCE OF RESTRICTED AREAS.**

No person shall operate a watercraft within a water area which has been clearly marked by buoys or other distinguishing devices as a bathing, fishing, swimming or otherwise restricted area by the state, the City, or by an owner or lessee of property in accordance with said owner or lessee's rights to the use of the property; however, this section shall not apply in the case of an emergency, or to patrol or rescue craft.

**SEC. 23-3206. RULES OF THE ROAD.**

Watercraft shall comply with the following rules:

- (1) Passing: when two (2) watercraft are approaching each other head on, or nearly so, so as to involve the risk of collision, each watercraft shall bear to the right and pass the other watercraft on its left side.
- (2) Crossing: when watercraft approach each other obliquely or at right angles, the watercraft approaching on the right side has the right-of-way.
- (3) Overtaking: one watercraft may overtake another on either side, but must grant right-of-way to the overtaken watercraft.
- (4) Unpowered vessels: when a watercraft is approaching a watercraft propelled solely by sails or oars, the watercraft shall yield the right-of-way to the sail boat or rowboat.

**SEC. 23-3207. WATER SKIING AND SIMILAR OPERATIONS.**

Watercraft used for water skiing or similar operations shall comply with the following requirements:

- (1) No watercraft which has in tow or is otherwise assisting a person on water skis, aquaplane or similar contrivance, shall be operated or propelled in or upon any waterway, unless the watercraft is occupied by at least two (2) competent adults.
- (2) No watercraft shall have in tow or shall otherwise be assisting a person on water skis, aquaplane or similar contrivance from the period one hour after sunset to one hour prior to sunrise. This subsection shall not apply to watercraft used in duly authorized water ski tournaments, competitions, exhibitions or trials therefor where adequate lighting is provided.
- (3) All watercraft having in tow or otherwise assisting a person on water skis, aquaplane or similar contrivance, shall be operated in a careful and prudent manner and at a reasonable distance from persons and property so as not to endanger the life or property of any person.
- (4) No person shall operate or manipulate any vessel, tow-rope or other device by which the direction or location of water skis, aquaplane, or similar device may be affected or controlled in such a way as to cause the water skis, aquaplane, or similar device, or any person thereon to collide with or strike against any person or object, except ski jumps, buoys and like objects normally used in competitive or recreational skiing.

**SEC. 23-3208. BOAT HARBOR AREA DEFINED;  
CONDUCT WITHIN.**

(a) The following described area is specifically designated as a boat harbor area: That part of the Mississippi River which is immediately adjacent to and extends from the shoreline out into the river three hundred (300) feet from the following described territory: Commencing at a point on the north edge of the north curb of River Drive, five hundred thirty (530) feet westerly along said north edge of said north curb from the intersection of

an extension of the west right-of-way line of Thirty-Fourth Street and the north edge of said north curb; thence north, parallel to said extended right-of-way line of Thirty-Fourth Street to the Mississippi River shoreline; thence westerly along said shoreline a distance of approximately one thousand six hundred sixty (1,660) feet, more or less, to the intersection of said shoreline and the line of a fence running north and south between the shoreline and River Drive; thence southerly along said fence line to the intersection of said fence line and the north edge of the north curb of River Drive; thence easterly long the north curb of River Drive, a distance of approximately one thousand six hundred sixty (1,660) feet, more or less, to the point of beginning; all of which is situated in Township 18, Range 1 West of the Fourth Principal Meridian in the City.

(b) Within the harbor area described in subsection (a), all persons shall operate watercraft at a no-wake speed, and no swimming or water skiing shall be allowed in the harbor area.

**SEC. 23-3209. NO-WAKE ZONE ESTABLISHED.**

(a) A no-wake zone is hereby established for that part of Sylvan Slough between 14 Street and 17 Street extended.

(b) That a wake is defined as movement of water created by a boat underway great enough to disturb a boat at rest, and under no circumstances shall a watercraft underway exceed 5 (five) miles per hour while in a posted "No-Wake" area.

**SEC. 23-3210. PENALTIES FOR VIOLATION OF ARTICLE.**

(a) Any person who violates any of the provisions of Section 23-3203 is guilty of a misdemeanor which shall be punishable by imprisonment in a place other than a penitentiary for a term not to exceed three hundred sixty-four (364) days or be fined an amount not to exceed one thousand dollars (\$1,000.00) or both.

(b) Any person who violates any of the provisions of this article, other than as provided in subsection (a), is guilty of a petty offense and, upon conviction therefor, shall be punished as provided for in Section 1-1107 of this Code.

(c) Any person convicted of a violation of Division 2 of this article, in addition to other penalties authorized herein, may, in the discretion of the court, be refused the privilege of operating any watercraft on any waterways located within the City for a period of not more than one (1) year. Any person who operates any watercraft during the period which said person is denied the privilege to so operate, by virtue of the provisions of this article, shall be guilty of a misdemeanor which shall be punishable by imprisonment in a place other than a penitentiary for a period not to exceed six (6) months or be fined an amount not to exceed seven hundred fifty dollars (\$750.00) or both.

**ARTICLE IV. CEMETERY OPERATION.**

**SEC. 23-4100. MUNICIPAL CEMETERIES ESTABLISHED.**

There are hereby established the City cemeteries known as Riverside Cemetery and Moline Memorial Park. All ordinances of the City describing the boundaries of Riverside Cemetery and Moline Memorial Park are hereby expressly saved from repeal.

**SEC. 23-4101. GOVERNING BOARD.**

The park and recreation board shall have control over said cemeteries. Said board is the successor to the Moline City cemetery board of managers, and the rules and regulations adopted by said board of managers shall continue in full force and effect until repealed, amended, or modified by said successor board. In addition, the

powers listed in Article I of this chapter are intended to be broad enough in scope to include and encompass the powers formerly held by the said board of managers.

**SEC. 23-4102. BURIAL PERMIT REQUIRED.**

It shall be the duty of the park and recreation board, or its designee, to require the presentation of a permit as provided for in 410 ILCS 535/21, before permitting interment of a dead body in said cemeteries.

**SEC. 23-4103. PERPETUAL CARE.**

The park and recreation board may, in its discretion, establish a charge for perpetual care and add such charge to the price of each lot or assess and collect from grantees of interment rights in the City cemeteries, at intervals it deems appropriate, a reasonable sum for each right so owned for the purpose of keeping and maintaining the lots in good order; however, no owner of an interment right who has paid a charge for perpetual care may be later assessed for said care.

**SEC. 23-4104. REQUIRED RECORDS.**

The park and recreation board shall cause to be kept in books provided for that purpose a full and complete record of all of its meetings, proceedings, orders, rules and regulations; of all plats and surveys; of all purchases and sales of interment rights, with the names of grantees thereto, and a record of the title papers in full; and a complete register of all the burials in said cemeteries, with the date of burial, and names and ages of the dead, which records shall, at all proper times, be open to public inspection.

**SEC. 23-4105. PLATTING.**

In laying out City cemetery grounds, the park and recreation board shall cause the corners of the principal subdivisions to be indicated by substantial monuments to be fixed permanently in the ground as starting points for future measurements and surveys, and such monuments shall be plainly indicated on the plats aforesaid. The plats, when completed, shall be certified by the surveyor who made the plat; authenticated by the seal of the City; subscribed by the mayor and the city clerk; acknowledged before any officer authorized by law to take acknowledgments of deeds; and filed for record in the recorder's office of the county. The filing of such plats shall operate as a legal vacation of any former plats or subdivisions of ground and of any streets, roads, or avenues passing through said grounds. No change shall be made in the platting of lots sold, or in any laying out of the avenues or alleys adjacent thereto, without the consent of the owners thereof.

**SEC. 23-4106. MANNER OF SALE OF INTERMENT RIGHTS;  
ASSIGNABILITY.**

(a) The right of interment which may be sold, shall be vested in the grantee and grantee's heirs by a certificate of purchase, executed by and in the name of the City, subscribed and acknowledged by the mayor and city clerk, and countersigned by the secretary and treasurer of the board, and shall be recorded by the secretary or designee in a book kept for that purpose.

(b) Every transfer of interment rights in the City cemeteries shall be made by surrendering the certificate issued pursuant to subsection (a) to the secretary of the board, who shall cancel the certificate, note the cancellation on the records and issue a new certificate in lieu thereof.

(c) Interment rights in burial lots shall not be held and used for the purpose of speculation, and no grantee of interment rights shall permit interment in or upon any lot held by said grantee for compensation.

**SEC. 23-4107. FINANCIAL DUTIES.**

Other than the duties and powers listed in Article I of this chapter, the park and recreation board shall have the duty to maintain and report on its financial accounts as provided in 65 ILCS 5/11-52.1-1 et seq. and 65 ILCS 5/11 52.2-1 so long as there is no conflict with the provisions of this chapter.

**APPENDIX 1. RESTRICTED AREAS OF PARKING/BOAT RAMPS.**

**It shall be unlawful for any person to park any type of vehicle not actually being utilized to pull a trailer or boat in those areas specifically designated for the parking of vehicles pulling trailers and boats on the following City boat ramp locations:**

75 spots on 55<sup>th</sup> Street and River Drive.”

**Section 2** – 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. 1151-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Total Maintenance, Inc. (TMI), Bettendorf, Iowa to provide HVAC – Total Service and Preventative Maintenance for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019, for a total of \$620,030.00.

WHEREAS, proposals were opened and read on August 4, 2014; and

WHEREAS, TMI offers a savings of 4% when paid annually therefore they are the lowest proposal; and

WHEREAS, the cost per year from 2015 through 2019 is \$116,122.00, \$120,050.00, \$123,863.00, \$127,907.00, and \$132,088.00 for the total amount of \$620,030.00.

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 contract with Total Maintenance, Inc. (TMI), Bettendorf, Iowa to provide HVAC – Total Service and Preventative Maintenance for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019, for a total of \$620,030.00; 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

\_\_\_\_\_  
October 21, 2014

Date

Passed: October 21, 2014

Approved: October 28, 2014

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney



*Proposal for: City of Moline*

*TA-09053*

*Total Coverage Maintenance Agreement*

**By and Between:**

**"TMI"**

**Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855**

**"Client"**

**City of Moline  
Public Works Garage  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265**

**Services will be provided at the following location:**

Central Fire Station, Public Works, Fire Station #2, Fire Station #3, Fire Station #4, Main Library, Moline Police Department(HVAC), 2ns alarmers, Police Substation and City Hall

**Prepared by: Rob Schmit  
July 31, 2014**

This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.

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## **1. EXECUTIVE SUMMARY**

Total Maintenance, Inc. (TMI) would like to thank you for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment.

In today's economy, organizations are charged with finding ways to squeeze as much value as possible out of their investments. When facing such challenges, effective strategic decision-making is crucial to meeting these higher standards. TMI is a resource that offers turnkey, integrated mechanical maintenance solutions designed to help meet these goals. TMI is dedicated to identifying, developing and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

TMI is not only one of the best, but also one of the largest locally owned service organizations in the area with the most sophisticated computerized dispatch and maintenance management system available. In addition, our purchasing power helps keep our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for more than 41 years, been able to provide our clients with the best value for their investment dollar.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced energy costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to HVAC/R.

After a careful and thorough survey and review of your mechanical systems, we present the following recommendations for your approval.

Thank you again for your time and effort put toward this matter. We look forward to working with you.

**2. BENEFITS OF PROGRAMMED MAINTENANCE**

The Total Coverage Maintenance Agreement you are about to review is the optimum choice for The City of Moline to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. The City of Moline will derive many benefits from a well-designed and implemented programmed maintenance agreement such as the one we are offering here.

TMI’s maintenance programs are designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility overpayment by 5-20% (Possibly more!!)
- Extend the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic and scheduled maintenance tasking services. With this Total Coverage Maintenance Agreement, The City of Moline will receive the following benefits:

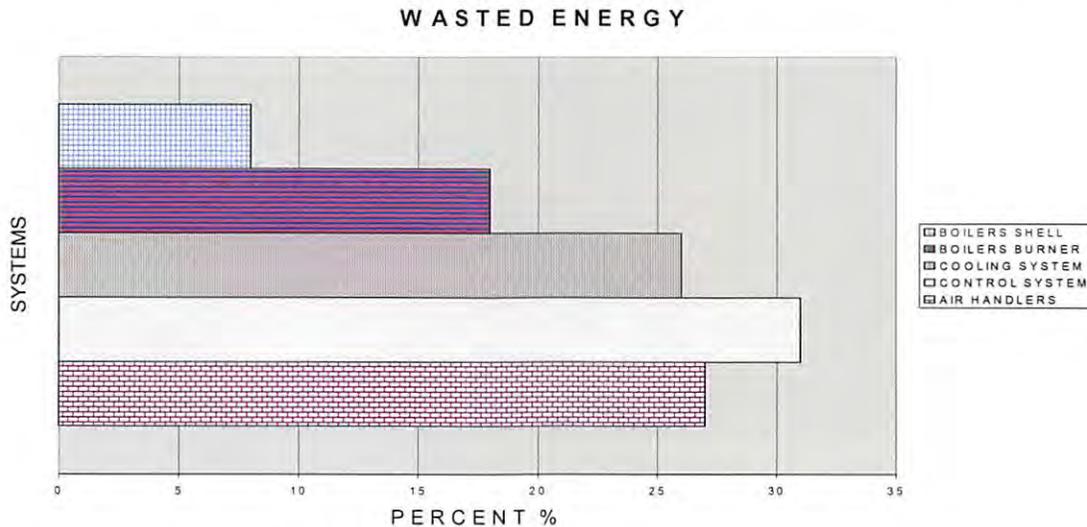
- 2.1 Elimination of Utility Overpayment**
- 2.2 Operating Cost Savings**
- 2.3 Elimination of Expensive Down Time**
- 2.4 Extended Equipment Life**
- 2.5 Improved Indoor Air Quality**
- 2.6 Increased Comfort Control**
- 2.7 Programmed Maintenance**
- 2.8 Engineering Support**
- 2.9 True 24 Hour Emergency Service**
- 2.10 Stabilized Budget**
- 2.11 Single Source Accountability**
- 2.12 Reduced Administrative Time**
- 2.13 Peace of Mind**

**Other:** \_\_\_\_\_

## 2.1 Elimination of Utility Overpayment

Programmed maintenance keeps your building's equipment in peak operating condition, thereby eliminating overpayment to your utility company. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

Without thorough and professional preventive maintenance, your system's performance will deteriorate while energy consumption and your operating costs will increase. **(SEE BELOW)**



BOILERS: Soot build up (1/8"), Burner Efficiency. COOLING SYSTEM: Scale build up (1/8"). CONTROL SYSTEMS: Thermostat malfunction (3°). AIR HANDLERS: Dirty filters and coils. Source: ASHRAE

### PMA SERVICE:

- Cleaning, adjustment, lubrication and calibration of all equipment
- Automatic temperature control service
- Operational analysis of the system
- Cleaning of equipment

### YOUR BENEFITS:

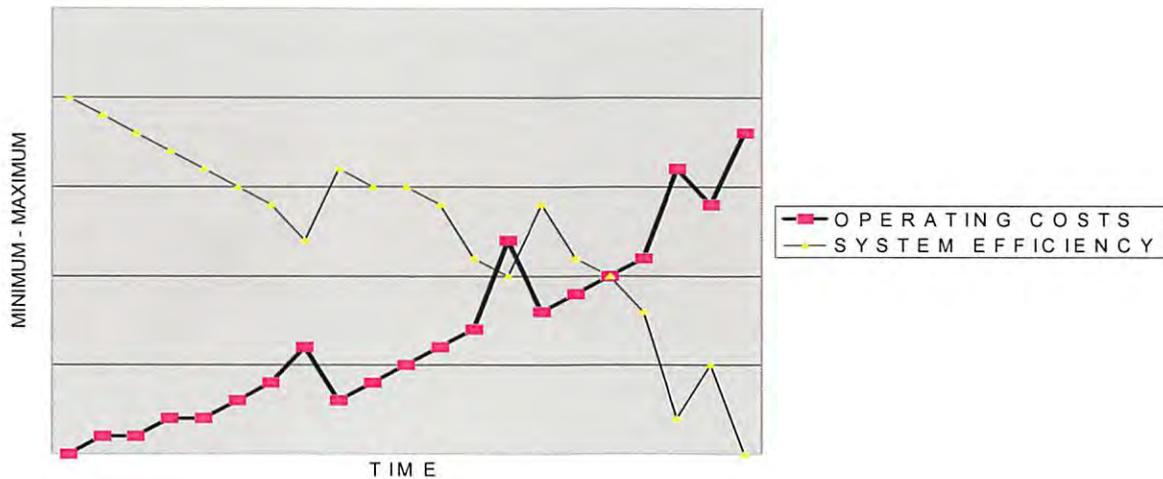
- Reduced system downtime saves you administrative time
- Maintaining equipment protects your investment in the system
- Extended equipment life reduces ownership costs
- Optimum energy consumption eliminates utility overpayment

## 2.2 Operating Cost Saving

Our program will save you money in two ways. First, TMI is part of a national HVAC materials and parts procurement network. Our clients benefit from our ever-growing economies of scale. This aggregated buying power allows us to pass along the lowest possible price and still provide the highest quality and most efficient service possible.

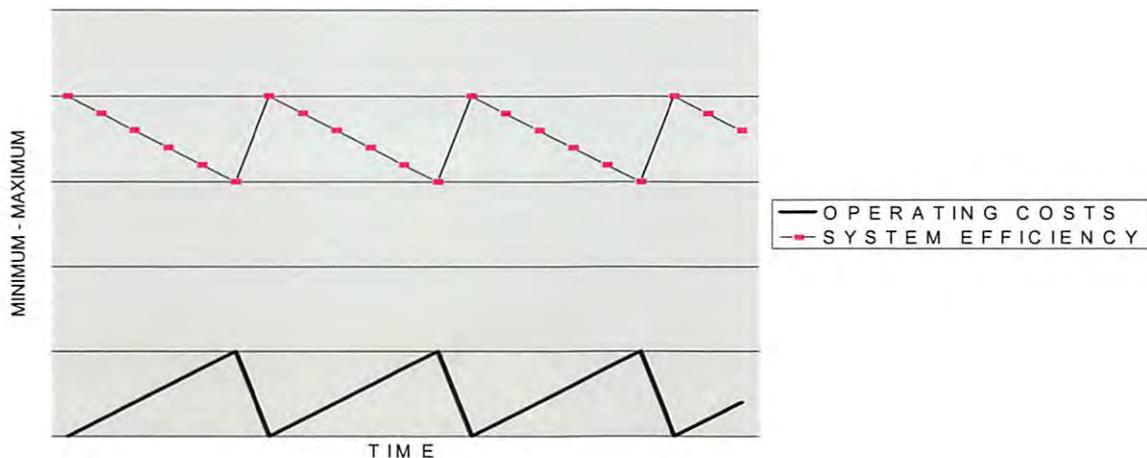
Second, as we implement the maintenance agreement, system efficiency is returned to an optimum level and operating costs and productivity losses are reduced to a minimum.

**Reactive Maintenance...** Operating costs rise and efficiency drops. Your system is heading for early replacement. Your discomfort and problems increase and reliability is non-



existent.

**Proactive Maintenance...** A proactive maintenance program maximizes your system's efficiency. Your operating costs remain level. Your system's life increases. Occupants are kept comfortable.



### **2.3 Elimination of Expensive Down Time**

Proper functioning equipment means money in your pocket. This Programmed Maintenance Agreement provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

### **2.4 Extending Equipment Life**

TMI's Programmed Maintenance Agreement keeps your equipment in optimum condition. This agreement is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

### **2.5 Improved Indoor Air Quality**

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes and comfort control. Our program will help you meet these challenges plus provide an environment that is as healthy as possible.

### **2.6 Increased Comfort Control**

Studies have shown that consistent indoor air comfort goes a long way in providing a happy work place. By including a building's environmental controls into the maintenance agreement, indoor air comfort is maximized therefore maintaining productivity levels at peak performance.

### **2.7 Programmed Maintenance**

TMI takes into account your business and technical requirements when designing a maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements. Computer generated tasking lists, radio dispatching and top notch personnel all work together to ensure the best possible service.

### **2.8 Engineering Support**

This maintenance program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating or ventilation capacity in your facility. As with this and any of our programs, we provide written performance guarantees with all of our engineered solutions.

## **2.9 True 24 Hour Emergency Service**

Our maintenance agreement has continuously proven to reduce emergency or trouble calls. However, when one does occur, you will receive our highest priority response. TMI responds to emergency service or trouble calls 24/7.

## **2.10 Stabilized Budget**

TMI's Programmed Maintenance Agreement provides a single investment that covers all preventative maintenance as well as parts and labor pertaining to any worn, failed, or doubtful components. Our agreement clients have the flexibility of paying monthly, quarterly, or annually.

## **2.11 Single Source Accountability**

TMI offers "one stop shopping" for all of your building's HVAC needs. Our expert staff works with all types of equipment from boilers to rooftop units. Our technicians are familiar with the full range of manufacturer's products including computerized building automation systems. Under the umbrella of our Total Coverage Maintenance Agreement, you would have one source for all of your heating and air conditioning solutions. Single source accountability eliminates issues as to who is responsible for which parts of the HVAC system.

## **2.12 Reduced Administrative Time**

By rolling preventive maintenance, emergency calls, parts and comfort control issues into the Programmed Maintenance Agreement with a single investment amount, other individuals within the building, including tenants, can be empowered to arrange for service calls.

## **2.13 Peace of Mind**

An intangible benefit maintenance agreement clients realize is peace of mind. Heating and air conditioning is something that is rarely thought of when it is working properly. Many of the features of the Programmed Maintenance Agreement are designed to work toward minimizing emergency calls and maximizing indoor air comfort.

### **3. FEATURES OF THE PROGRAMMED MAINTENANCE AGREEMENT**

#### **3.1 Planned Maintenance**

TMI will provide mechanical maintenance service (4) **FOUR times** per year under the PMA. Under the Programmed Maintenance Agreement, TMI will maintain the mechanical system(s) consisting of the components described in Schedule A. We will use trained personnel directly employed or supervised by us. The maintenance tasking procedures, which our technicians precisely follow, are determined by the manufacturer's recommendations, equipment application, equipment run time and our extensive experience.

#### **3.2 Predictive Maintenance**

TMI will replace worn, failed, or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component may be repaired or replaced in advance to prevent a system failure.

#### **3.3 Emergency and Trouble Call Coverage**

Every activity performed under the maintenance agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize downtime and inconvenience. **The cost of emergency service labor and materials will be covered regardless of the time of day.**

#### **3.4 Service Documentation**

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

#### **3.5 General Provisions**

All planned maintenance service under the PMA will be performed during normal working hours. The client will provide reasonable means of access to all equipment covered by this agreement. Access systems, such as a lift, are available at an additional charge.

TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

In the event the client's system is altered, modified, changed or moved the PMA may be immediately terminated at TMI's option.

### **3.6 Limitation Of Liability**

- A. TMI will not be liable for the repair or the replacement of any part of the mechanical system(s) with damages resulting from fire, flood, corrosive substances in the air, war, act of God or any other reason beyond TMI's reasonable control. Further, TMI will not be liable for any delay in furnishing or failure to furnish service due to strike, lockout, dispute with workers, or inability to obtain materials.
- B. If a mechanical part or component is determined to be no longer available due to obsolescence, TMI will make every effort to obtain a similar part or component that will provide a satisfactory solution. TMI will not be responsible should the satisfactory solution require replacement or rebuilding of peripheral parts, components, or an entire piece of equipment.
- C. TMI shall not be responsible for any utility service connected to or essential to the operation of the equipment, nor for failure thereof. TMI will not be liable for damages sustained to the equipment due to failure thereof. TMI specifically shall not be responsible for damages sustained through power failure, low voltage conditions, lightning, single phasing, damages caused by animals or other electrical abnormalities.
- D. TMI does not guarantee the operability of the client's systems and in no event shall TMI be liable for speculative, indirect or consequential damages.
- E. TMI shall not be required to make safety tests or to install new attachments, additional controls or equipment as recommended or directed by any insurance company or laboratory or to make replacements mentioned herein with parts or devices of a different design for any reason.
- F. TMI is not responsible for any additional labor, material, expenses or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including but not limited to, the storage, handling, recovery and/or recycling of refrigerants, upgrading to new refrigerants, asbestos removal and indoor air quality. Further, TMI shall not be responsible for repair or replacement of obsolete parts or components due to the obsolescence of R22 or any other refrigerant.
- G. The equipment covered under the scope of the PMA is presupposed to be in maintainable condition. If, during the initial inspection and/or the initial seasonable start-up, equipment is found to be non-maintainable, TMI shall provide a written quote to the client within thirty (30) days. If the client elects to not place the equipment in maintainable condition, that equipment will be deleted from the PMA and the price adjusted accordingly.

- H. It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by the PMA (see SCHEDULE A). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tubes (for boilers, evaporators, condensers, and chillers), heat exchangers of all kinds, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, is not included under the Planned Maintenance Agreement. Peripheral systems such as but not limited to variable frequency drives are not covered under this agreement.
  
- I. TMI will not make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond our control except ordinary wear and tear.
  
- J. If an emergency service call is made at the client's request and inspection does not reveal any defect for which TMI is liable under the PMA, we reserve the right to charge the client our regular charges prevailing for such service.

### **3.7 The Entire Agreement**

TMI shall be required to perform only the work specified in the Programmed Maintenance Agreement. THE PMA Shall Constitute The Entire Agreement Between The Parties.

4.

SCHEDULE A

The following HVAC equipment was identified during our survey and will be covered as a part of the Programmed Maintenance

Added to the original equipment list in 2014 -

**Attachment "A"**

**E.O.C. – Fire Station #1, 1630-8<sup>th</sup> Ave**

<u>Compressor</u>	Barber Colman Pacer Motor	Mod#	942126250582E71		
	Compressor Head	Type#	COG 4B		
		Mod#	216 39		
		Ser#	879151-L		
		Size	3X2 1/2		
	Filter	part#	6110E	Deltech	
	Belt	B59		Qty 1	
<u>ASU# 1</u>	West Stair Well				
	Filter	16X12X2		Qty 12	
	Belt	B50		Qty 2	
<u>ASU# 2</u>	Locker Room				
	Filter	25X12X2		Qty 14	
	Belt	B62		Qty 2	
<u>ASU# 3</u>	Modine (Basement Mech Room)	Mod#	CSHH2750		
		Ser#	2986	Mfg 4-4-72	
	Filter	24X20X2		Qty 24	
	Belt	C120		Qty 2	
<u>ASU# 4</u>	Basement Mech Room				
	2 Bell & Gossett Pumps			Approx 1 HP	
	Filter	20X12X2		Qty 14	
	Belt	B60		Qty 2	
<u>SCF# 7</u>	Unit Blower		Mod#	BBZK 3008-08	
			Ser#		
	Filter				
	Belt	B75		Qty 1	
<u>SCF# 8</u>	Unit Blower		Mod#		
			Ser#		
	Belt	A38		Qty 2	
<u>WFS# 2</u>	Locker Room		Mod#		
			Ser#		
	Filter	30X24X1		Qty 2	

<u>SCF# 5</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 26	Mod#	BBZK 2005-08
	Belt B51 Qty 2	Ser#	
<u>SCF# 4</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 44	Mod#	
	Belt B67 Qty 2	Ser#	
<u>SCF# 2</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 50	Mod#	
	Belt B51 Qty 2	Ser#	
<u>SCF# 6</u>	Unit Blower 1 <sup>st</sup> Floor Rm 16	Mod#	
	Belt B66 Qty 2	Ser#	
<u>SCF# 9</u>	Unit Blower 1 <sup>st</sup> Floor Garage Rm 12	Mod#	BBZK 2708-08
	Belt B66 Qty 2	Ser#	
<u>WEF# 1</u>	Vent Hurricane 2 <sup>nd</sup> Floor Rm 18	Mod#	B1247A
	Belt B41 Qty 1	Ser#	6267
<u>HWH# 1</u>	Water Heater A.O. Smith Boiler Rm	Mod#	HW670932
		Ser#	932K 97 40856
<u>FMWP HWP# 5</u>	Pump Hot Water Boiler Rm 15 HP	Mod#	
		Ser#	
<u>FMWP HWP# 4</u>	Pump Hot Water Boiler Rm 240F 10 HP	Mod#	
		Ser#	
<u>FMWP AWP# 3</u>	Pump Boiler Rm 7.5 HP	Mod#	
		Ser#	
<u>FMWP AWP# 2</u>	Pump WCU Boiler Rm 7.5 HP	Mod#	
		Ser#	
<u>MWP HWB# 53</u>	Pump Boiler Water Boiler Rm Fractional HP	Mod#	
		Ser#	
<u>MWP WCU# 52</u>	Pump Chiller Water Boiler Rm Fractional HP	Mod#	
		Ser#	
<u>Range Vent</u>	Vent Range Outside Rear	Mod#	
	Filter	Ser#	
	Belt BP98 Qty 3		
<u>Compressor</u>	Johnson	Mod#	
	Filter F-1000-232	Ser#	
	Belt 6837 Qty 1		

Boiler Johnston Boiler#H2828  
 Belts 3V475 Qty 2 Cat# 524WAGCS  
SCF# 1 Unit Blower Ser#  
 Belt 3390 Qty 1 Mod#

**1 HumidiClean Humidifier**

Storage Garage

1 Bryant Air Cooled Condensing Unit Serves Computer Room  
 Model #187ANA048-B  
 Serial # 2308E27542 208/230v.  
 1 Compressor 18.6 RLA  
 1 Condenser Fan Motor 1/3 HP  
 1 Indoor Air Handling Unit  
 1 Supply Fan Motor

Rooftop

1 Trane Chiller 100Ton 460v.  
 Model #RTAA1004XK01A3DCBFQ  
 Serial #V99E08805  
 2 Compressors 84.0 RLA ea.  
 10 Condenser Fan Motors 1 HP ea.

Heat/Cool Units Office Fin Tube Units Qty 55  
 Includes City's valve maintenance and repair.

**All Honeywell Controls to include digital and pneumatic.**

**PUBLIC WORKS GARAGE, 3635-4<sup>th</sup> Ave**

Water Heater# 1 A. O. Smith 100Gal Mod# BTH 250A 966  
 Service Mezz Ser# LB00-0911361-966

Water Heater# 2 A.O. Smith 66Gal Mod# PEC 66 918  
 Sign Shop Ser# MB00-0116487-918

MAU Service garage Titan Air Inc. Streets Mod# TA-30 NG HRD AR/80  
 SCFM 20,000 Ser# 6558-58  
 Max BTU 2,200,000 Min BTU 88,000  
 Filters 20X20X2-27  
 Belts B-103

Makeup Air Unit Titan Air Inc. Maint Mod# TA-30 NG HRD AR/80  
 SCFM 20,000 Ser# 6558-59

	Max BTU 2,200,000 Filters 20X20X2-27 Belts B-103	Min BTU 88,000
<u>SF# 1</u>	Cook Roof Belt AX80-1	Mod# 200ASP-T
<u>SF# 2</u>	Cook Roof Belt AX80-1	Mod# 200ASP-T
<u>DX Unit</u>	Trane	Mod#RAUCC204BT03A0DF00010 Ser# C00C08354
<u>Boiler# 1</u>	Burnham Ind. Order#571009LB	Mod# 4FW-107-50-G-GP NATL BD# 26206
<u>Boiler#2</u>	Burnham Ind. Order#571009LB	Mod# 4FW-107-50-G-GP NATL BD# 26205
<u>Pump#1</u>	Bell & Gossett	Mod# 1510 2 ½ AB
<u>Pump#2</u>	Bell & Gossett	Mod# 1510 2 ½ AB
<u>AHU#1</u>	Trane Mezz Services  Filters 16X25X2-4 16X20X2-8 Belts BX56-1	Mod# MCCA017UB000A000U Ser# K00C49736
<u>AHU# 2</u>	Trane Mezz Services  Filters 20X20X1-1	Mod# TWE 042 C140 C0 Ser# R242DCD1V
<u>Cond# 2</u>	Trane Roof Services	Mod# TTP030D400A0 Ser# R174S3F3F
<u>AHU# 3</u>	Trane Mezz Services  Filters 16X20X2-4 Belts BX42-1	Mod# MCCA006 Ser# K00C49758
<u>Cond# 3a</u>	Trane Roof Locker Rm	Mod# TTP036D400A0 Ser# R173T6K3F

<u>Cond# 3b</u>	Trane Roof Locker Rm	Mod# TTP036D400A0 Ser# R155KPY3F
<u>AHU# 4</u>	Trane Mezz Shop  Filters 16X25X1-4  <b>Belts A50-1</b>	Mod# TWE120B300CA Ser# R25336R5H
<u>Cond# 4a</u>	Trane XE1200	Mod# TTP048D400A0 Ser# R134TKM2F
<u>Cond# 4b</u>	Trane XE1200	Mod# TTP048D400A0 Ser# R155TY72F
<u>AHU# 5</u>	Trane Mezz Sign  Filters 16X25X1-3 Belts A48-1	Mod# TWE090B300CA Ser# R2540D5H
<u>Cond# 5a</u>	Trane XE1200	Mod# TTP036D400A0 Ser# R173T533F
<u>Cond# 5b</u>	Trane XE1200	Mod# TTP036D400A0 Ser# R173T4K3F
<u>AHU# 6</u>	Trane Storage Mezz	Mod# TWE024C140B0 Ser# R2560NT1V
<u>Cond# 6</u>	Trane XE1200	Mod# TTP018C100A3  Ser# R032Y8C2F Filter 20X20X1-1
<u>Air Comp#1</u>	Saylor Beall Manf Co.  Filter 4 3/8-2 Belt B79-2	Mod# VT-755-120 Ser# 7-22-F00
<u>Air Comp#2</u>	Saylor Beall Manf Co. Filter 4 3/8-2 Belt B79-2	Mod# VT-755-120 Ser# 7-21-F00

<u>Air Comp# 3</u>	Speedaire	Mod# 4B229B Ser# L3/20/2000-00340 Pump# 4B246A
<u>EF# 2</u>	Cook Roof	Mod# 100C 3B
<u>EF# 3</u>	Cook Roof Belt 4L220-1	Mod# 120C 3B
<u>EF# 4</u>	Cook Roof Belt 4L200-1	Mod# 120C 3B
<u>EF# 6</u>	Cook Roof Belt AX80-1	Mod# 365R 9B
<u>EF# 7</u>	Cook Roof Belt AX80-1	Mod# 365R 9B
<u>EF# 8</u>	Cook Roof Belt AX80-1	Mod# 365R 9B
<u>EF# 9</u>	Cook Roof Belt A-31-1	Mod# 120 CPS
<u>EF# 10</u>	Cook Roof Belt AX31-1	Mod# 135 CPS
<u>EF# 11</u>	DSP Monoxivent Welding Rm Direct Drive	Mod#
<u>EF# 12</u>	DSP Monoxivent Welding Rm Direct Drive	Mod#
<u>EF# 13</u>	Cook Roof Belt A40-1	Mod# 330R 6B
<u>EF# 14</u>	Cook Roof Belt A40-1	Mod# 330R 6B
<u>EF# 15</u>	Cook Roof Wall Mounted	Mod# 135W10D
<u>Generator</u>	Olympian <b>(NOT INCLUDED)</b>	Mod# G100F1 Ser# F0566A/001

<u>Pressure Washer</u>	Landa	Mod# VNG6-30021C/R Ser# PO400-40383
<u>Space Heater</u>	Qmark Car Wash	Mod# AWH3207D
<u>Ice Machine#1</u>	Scotsman storage	Mod# CME506AE-1C Ser# 242561-03P <i>Filter 20X20X1-2</i>
<u>Ice Machine#2</u>	Scotsman Break Rm	Mod# Ser#
<u>Ice Machine#3</u>	Cornelius 500 Series Break Rm	Mod# IAC530 Ser#63I9914BC134

Adding in 2014 –

- 2 Radiant Tube Heaters Serves Sanitation
  - 1 ea. Blower Motor
  - 1 ea. Inducer Fan Motor
- 1 Radiant Tube Heater Serves Cold Storage
  - 1 Blower Motor
  - 1 Inducer Fan Motor
- 5 Radiant Tube Heaters Serves Shop Area
  - 1 ea. Blower Motor
  - 1 ea. Inducer Fan Motor
- 2 Radiant Tube Heaters Serves Mechanics/Fleet Area
  - 1 ea. Blower Motor
  - 1 ea. Inducer Fan Motor
- 1 Large Trane Hanging Unit Heater
  - 1 Blower Motor
- 2 Small Trane Unit Heaters Serves Generator/Storage Area
- 1 Medium Trane Hanging Unit Heater Serves Parts
  - 1 ea. Blower Motor
- 1 Medium Trane Hanging Unit Heater Serves Oil Room
  - 1 ea. Blower Motor

1 Medium Trane Hanging Unit Heater Serves Welding Room  
1 ea. Blower Motor

1 Small Trane Hanging Unit Heater Serves Street Shop  
1 ea. Blower Motor

2 Radiant Tube Heaters Serves Wash Bay

Trane Digital Control System

PM IN FEB, MAY, AUG, NOV

## CITY HALL, 619-16<sup>th</sup> St

Boiler# 1 Raypac Boiler Basement Mod# H3-0724A-CECRCAA  
Natl Bl# 133346 Ser# 9608133345

Boiler# 2 Raypac Boiler Basement Mod# H3-0724A-CECRCAA  
Natl Bl# 133345 Ser# 9608133345

Compressor Kargard Co Mod# MBI-KA61-2470  
Natl Bl.# 11481  
Belt 4L480 Qty

Pump# 1 Circulating Pump B&G 1510 Mod# 2-1/2ab 6.625 BF  
Ser# 2021143

Pump# 2 Baldor Circulating Pump Mod#  
Ser#

AHU# 1 Trane Penthouse Fan Mod# K97D37808  
Filter Bx Mod# K97D37809  
Coil Mod# K97D37810  
Filter 20X25X2 Qty 4  
20X20X2 Qty 2  
Belt BX35 Qty 2

SCF# 1 Unit Blower Penthouse Mod# BBZK 3006-03  
1 Hot Water Pump ¼ HP Ser#  
Belt B76 Qty 1

Exhaust Fan Fan Roof Top Mod#  
Ser#  
Belt 4L360 Qty 1

Chiller Chiller Trane Outside NEW 2014 Warranty

<u>Cond# 1</u>	Tadiran Outside	Mod#
		Ser#
<u>Heat/Cool Units</u>	Office Fin Tube Units	Qty 70
	Filters Clean & Oil	
	Motors Clean & Oil	
	Fin Tube Clean	April & October
	Unit Vacuum	April & October
1	A.O. Smith Natural Gas Water Heater	
1	Small Pump	

All Honeywell Controls to include digital and pneumatic. PM IN JUL, OCT, JAN, APR

## MAIN LIBRARY, 3210-41<sup>st</sup> St

<u>AHU#1</u>	Hakkon Custom Air Handler	Ser# K82J70413
	Filter 24x24x4	Qty 98
	16x25x4	Qty 14
<u>AHU# 2</u>	Trane Climate Changer	Mod#MCCBO21VAOAOUA
		Ser# K82J70414
	Filter 16X25X25	Qty 8
	16X20X4	Qty 4
	(1) B&G pump	
<u>Chiller</u>	Trane 228 tons	
	Mod#RTAC2054VKOHUAFNNIWX1DDLNNONN11BO	Ser#
	16 Fan Motors	
<u>Hot Water Heater</u>	A.O. Smith 100 gal.	
	B&G recirculation pump	
<u>Humidifier</u>	1 & 2 floors	
	Filter 20X20X1	Qty 1
	Filter 20X16X1	Qty 2
<u>Aqua-pure</u>	H2O Filters "Café"	Model sst1h1
<u>Boiler# 1</u>	Thermal Solutions	Mod# EVA1500
	Filter #81156005	
	(2) B&G motors	

Boiler# 2 Thermal Solutions Mod#  
Filter #81156005

Recirculation Pumps

Chilled Water Pump Marathon Mod#254ttdx402  
Heating – Pump 2&3 Marathon Mod#215TTDBA4026AN  
Chilled Water Filter System 6 rope type filters  
Supply Motor Belts Mod#EXHW – 2250  
Return Motor Baldor Belts

The above is to include all pumps in the building

- 2 Wall Mounted Fan Coil Units
- 1 Witt Air Cooled Condensing Unit - Serves System Computer Room  
Model #SL0024H22-S  
Serial #324138-0101M05
  - 1 Compressor
  - 1 Condenser Fan Motor
  - 1 Stulz Air Handling Unit
- 1 Witt Air Cooled Condensing Unit - Serves Front  
Model #SL0060H22G-G  
Serial #3241390101M05
  - 1 Compressor
  - 1 Condenser Fan Motor
  - 1 Stulz Air Handling Unit
- 4 Small Ceiling Mounted Exhaust Fans

JCI Metesys Control System

PM IN JUN, SEP, DEC, MAR

## Fire Station # 2, 1526-46<sup>th</sup> Ave

Furnace Bryant Mod# CNPVP4821ACAABA  
Ser#  
Filter 20X25X1 Qty 2

Condenser Bryant - 2 Ton Mod# 114ANA0480  
Ser#

Furnace Humidifier Model 600  
Filter (1) 10x12x1

Water Heater American 75 - gal Mod# CU75NRT1  
Ser#

Bryant Equipment new in 2008 – 10yr warrant on parts and labor

Jan, April, July, Oct

\*\*\*\*\*

## Fire Station # 3, 4700-38<sup>th</sup> Ave

4700 38<sup>th</sup> Ave

Furnace 1 Lennox Mod# G26Q4/5-125-920  
Ser#  
Filter 16X20X1 Qty 2

Furnace 2 Lennox Mod# G26Q4/5-125-920  
Ser#  
Filter 16X20X1 Qty 2

Water Heater A.O. Smith Mod# BTC197920  
Ser# MF95-0442521-920

Cond# 1 Lennox Mod# HS17-813-44  
Ser# 5695H02274

Cond# 2 Lennox Mod# HS19-651-69  
Ser# 5894K21341

Jan, April, July, Oct

# Fire Station # 4, 1490-41<sup>st</sup> St

<u>Furnace</u>	Bryant	Mod# 355CAV	Ser# 5894M02987
		Filter	16X20X1 Qty 2
<u>Condenser</u>	Bryant	Mod# 114ANAO48-B	Ser#
<u>Water Heater</u>	A.O. Smith	Mod# BTC 197 920	Ser# MN95-0454988-920

(1) Circulation Pump B&G

Bryant Equipment new in 2008 – 10yr warrant on parts and labor

Jan, April, July, Oct

\*\*\*\*\*

## Police Substation, 404-4<sup>th</sup> Ave

Furnace	Carrier	Mod# 58MCA080-12	Ser# 3300A04515
	Filter 16X25X1 Qty 1		Prod# 58MCA080-14112
			Series#140
A/C	Carrier	Mod# 2600E07287	Ser# 38TRA030320
	Evap Coil	Mod# CC5AXW030017	Ser# 2500X88174
Unit Heater	Reznor	Mod# F-75	Ser# 42F31K5N55537X

PM DUE NOV,FEB,MAY,AUG

\*\*\*\*\*

## 2<sup>nd</sup> Alarmers Fire Station - 2704 4<sup>th</sup> Avenue, Moline, IL 61265

Preventive maintenance only

- 1 Herman Nelson Natural Gas Unit Heater
- 1 Bryant Hot Water Boiler NOTE: Running in heat of summer.  
Model # L 446  
Serial # AWF217
- 1 Natural Gas Burner Assembly 396,000 BTU
- 1 Rheem Water Heater 2/2004  
Model # 22V309-30F  
Serial # RHLN0204526380
- 1 Natural Gas Burner Assembly 30,000 BTU

# Moline Police Department - 1640 – 6<sup>th</sup> Avenue

## MECHANICAL ROOM

- 1 ClimateCraft Air Handling Unit AHU #3  
 Model #CAH78X90E  
 Serial # 21646  
 1 Supply Fan Motor 30 HP  
 9 24x24x2  
 3 24x12x2 +Bag Filters
  
- 3 Thermal Solutions Boilers  
 Model #EVA2000BN1  
 Serial # 64796517,16,18  
 1ea. Natural Gas Burner Assembly 2,000,000 BTU  
 1ea. Marathon Pump 1 HP ea.  
 Model # 145TTDR5378AB
  
- 2 Baldor Hot Water Supply Pumps  
 Cat# EMZ513T 15 HP ea.
  
- 1 McQuay Chiller CHR #1  
 Modle # WGS190AW27-ER10  
 Serial #STNU051100036
  
- 1 Baldor Pump  
 Cat # EM2513T 15 HP
  
- 1 Baldor Pump  
 Cat # EMEE11T 7.5 HP
  
- 1 Cooling Tower Filter – 1 Leeson Pump 1HP
  
- 1 Maxim Water heater 125 Gallon  
 Model # 54P 125A-MX  
 Serial # 1105117183  
 1 Pump Motor 1/5 HP  
 1 Natural Gas Burner 540,000 BTU

## GARAGE

- 1 Bell & Gossett Cooling Tower Pump 10 HP
  
- 5 Hanging Unit Heaters  
 Model # FUHH1340AA00  
 Serial # 15010406  
 1ea. Fan Motor ½ HP
  
- 1 Exhaust Fan(CO) EF#1  
 1 Motor 1.5 HP
  
- 4 Storm Water Ejection Pumps
- 2 Sewage Ejector Pumps

1 BAC- Baltimore Air Cooling Tower  
 Model # 15200  
 Serial #U052935701  
 1 Fan Motor 1 Belt=3R-B136

2<sup>ND</sup> FLOOR MECHANICAL ROOM

1 McQuay Air Handling Unit AHU# 2  
 Model # CAH040GDAC Belt= V71  
 Serial #FB0U051200700  
 1 Return Air Fan 10HP  
 1 Baldor Supply Fan Motor 20HP  
 4 24x24x2  
 16 20x24x2  
 4 12x24x2

1 McQuay Air Handling Unit AHU# 1  
 Model # CAH017GDAC Belt= BX46  
 Serial #FB0U051200701  
 1 Return Air Fan  
 1 Baldor Supply Fan Motor 10HP  
 3 24x24x2  
 6 20x24x2  
 3 12x24x2

1 McQuay Unit Heater

ROOFTOP

1 McQuay Air Handling Unit RTC #1  
 Model # 0AH017DAC  
 Serial # FB0U051201300  
 1 Supply Fan Motor  
 1 Return Fan Motor

1 McQuay Air Handling Unit RTC #2  
 Model # 0AH017GDAC  
 Serial # FB0U051201301  
 1 Supply Fan Motor  
 1 Return Fan Motor

60 VAV Boxes  
 4 Work Stations  
 All backflow preventers

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE  
 ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDINGS/COMPLEX.

5.

## SCHEDULE B

### **FILTER SCHEDULE**

Furnish and install replacement media for the following air filters.

All units listed on Schedule A

And make Four (4) media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

6.

## SCHEDULE C

### **BOILER/CHILLER WATER TREATMENT**

Provide water treatment service on the following boiler including the services listed below:

- |    | MAKE  | MODEL | FIXTURE |
|----|---|-------|---------|
| 1. | <b><u>AS LISTED ON SCHEDULE A to include boilers at the Downtown Library, Public Works, Main Library, City Hall and Police Stations</u></b> |       |         |
| 2. | <b><u>Chilled water loop and cooling tower as listed on Schedule A</u></b>  |       |         |
| a. | To make an analysis of the boiler water to determine the proper kind and amount of additives needed.  |       |         |
| b. | To furnish needed additives in the amounts required.  |       |         |
| c. | To provide the necessary labor to inspect the boiler water as required.   |       |         |
| d. | To furnish the necessary labor to add the correct compounds.  |       |         |
| e. | To make periodic water analysis and submit a report of our findings to the client.  |       |         |

7.

**YOUR PROGRAM INVESTMENT**

Client agrees to pay TMI the sum of (SEE SCHEDULE D) payable (in advance) upon presentation of an invoice as follows:

( ) Annually      ( ) Semi-annually      ( ) Quarterly      ( ) Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the **FIRST** day of **NOVEMBER, 2014**, and shall continue for a period of **FIVE** years. This agreement shall automatically renew from year to year thereafter. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI based upon inflation (according to the Consumer Price Index).

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the this agreement.

**Proposal Expiration**

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

CITY OF MOLINE

TOTAL MAINTENANCE, INC.

BY \_\_\_\_\_

  
\_\_\_\_\_

**Rob Schmit**

BY \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date 7-31-14

Proposal No. TA-09053



## Pricing

8-4-14

Customer: City of Moline

<u>Location</u>	<b>Proposed Pricing</b>					<b>5-Yr</b>
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
EOC Firestation #1	\$16,896	\$17,448	\$17,988	\$18,576	\$19,176	\$90,084
Public Works	\$22,416	\$23,052	\$23,796	\$24,576	\$25,380	\$119,220
City Hall	\$10,824	\$12,876	\$13,284	\$13,728	\$14,184	\$64,896
Main Library	\$21,108	\$21,792	\$22,500	\$23,232	\$23,988	\$112,620
Fire Station #2	\$1,032	\$1,068	\$1,104	\$1,140	\$1,176	\$5,520
Fire Station #3	\$1,692	\$1,752	\$1,812	\$1,872	\$1,932	\$9,060
Fire Station #4	\$1,032	\$1,068	\$1,104	\$1,140	\$1,176	\$5,520
2nd Alarmers(PM only)	\$1,224	\$1,224	\$1,260	\$1,296	\$1,344	\$6,348
Police Dept(HVAC)	\$43,608	\$43,608	\$44,988	\$46,452	\$47,964	\$226,620
Police Substation	\$1,128	\$1,164	\$1,188	\$1,224	\$1,272	\$5,976
	\$120,960	\$125,052	\$129,024	\$133,236	\$137,592	\$645,864

City of Moline \_\_\_\_\_

TOTAL MAINTENANCE, INC. \_\_\_\_\_

BY \_\_\_\_\_

Rob Schmit

### Pricing Notes:

- City Hall pricing reflects \$1992.00 savings in 2014 for new chiller.
- City Hall pricing reflects \$384.00/Year savings in 2015-2018.
- Annual price escalation is less than the average prevailing wage increase 2008-2013(3.86%/Year)
- The above pricing is for all proposed Total Coverage facilities for the City of Moline
- The above pricing reflect adding the shop area at Public Works (\$2,760.00).
- The pricing for 2<sup>nd</sup> Alarmers is for the Preventive Maintenance only. Provisions of the Total Coverage Maintenance Agreement do not apply.

## **CITY OF MOLINE**

### **HVAC - Total Service and Preventative Maintenance Contract**

This HVAC – TOTAL SERVICE AND PREVENTATIVE MAINTENANCE CONTRACT (hereinafter referred to as “Agreement”) for preventative maintenance services, made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, whose address is 619 16<sup>th</sup> Street, Moline, IL 61265 (hereinafter referred to as the “City”), and TOTAL MAINTENANCE, INC., an Iowa corporation, whose address is 1017 State Street, Bettendorf, IA 52722 (hereinafter referred to as the “Contractor”).

WHEREAS, City seeks to enter into an agreement for HVAC total service and preventative maintenance for City facilities, which specified herein; and

WHEREAS, Contractor desires to provide HVAC total service and preventative maintenance to City for said facilities under the terms and conditions set forth herein.

WITNESSETH, that the Contractor for and in consideration of the payments to be made as set forth herein, hereby covenants and agrees to and with the City that it shall and will perform HVAC total service and preventative maintenance according to the terms and conditions as follows:

1. Term. The term of this contract shall be for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019. This contract may be extended only by mutual written agreement of both parties and pursuant to any requirements set forth by local ordinances.
2. Contractor Office Hours. The Contractor shall maintain an office that can be contacted by telephone during the hours of 7:00 a.m. and 4:00 p.m., Monday – Friday. The name and telephone number for a representative of the Contractor, with authority to act, shall be provided enabling the City to make contact during all non-business hours in case of an emergency. Emergency service calls are discussed further in Paragraph 9(h) herein.
3. One call Service. Additionally the contractor shall provide a 24 hour/7 days a week one call service to the City of Moline Police Department, 1640 6<sup>th</sup> Avenue for building repairs to their facility including: Video/Technology; Electrical; Plumbing; Fire Alarm; and Sprinkler services. Such repairs are in addition to those set forth herein as Planned Preventative Maintenance and Specifications. This one call service will be at no additional charge and all resulting charges for repairs made by contractors will be billed separately and directly to the City of Moline.
4. Facilities covered. The Contractor shall provide HVAC preventative maintenance, as described herein at all of the following locations:
  - a. City Hall, 619 - 16<sup>th</sup> Street;
  - b. Library, 3210 41<sup>st</sup> Street;

- c. Fire Station #1 & Finance Department Building, 1630 8<sup>th</sup> Avenue;
- d. Public Works Building and Garage, 3635 4<sup>th</sup> Avenue;
- e. Fire Station #2, 1526 46<sup>th</sup> Avenue;
- f. Fire Station #3, 4700 38<sup>th</sup> Avenue;
- g. Fire Station #4, 1490 41<sup>st</sup> Street;
- h. Second Alarmers Fire House, 2702 4<sup>th</sup> Avenue;
- i. Police Department, 1640 6<sup>th</sup> Avenue; and
- j. Police Substation, 404 4<sup>th</sup> Avenue.

The City has the right to eliminate any building listed in this paragraph from this Agreement upon written notice to Contractor.

5. Planned Preventative Maintenance.

Planned Preventative Maintenance calls by the Contractor shall include the following services, as required and applicable, to keep the systems safe, in legal compliance, and operating properly:

- Check performance of all components.
- Seasonally balance HVAC systems to maintain generally comfortable buildings to work in.
- Punch and clean boiler tubes as called for.
- Remove foreign matter and scale from condensers as needed.
- Purge refrigerant of air and noncondensable gases.
- Repair of any leaks found in refrigeration systems.
- Examine, adjust, calibrate, lubricate and clean all system components including:

Thermostats	Water regulating valves
Humidity controls	Direct expansion valves
Temperature controls	Float valves
Automatic controls	Supply and exhaust fans
Relays	Electric motors
Control motors	Belts
Electric starters	Belt drives
Water circulating pumps, as pertaining to heating and cooling systems	
Boiler Steam traps	Water strainers
Air filters	Compressors
Combustion units and controls for boilers and warm air furnaces	
Refrigeration condensing units for air conditioning or comfort cooling	
Repaint rusty or corroding equipment as necessary to maintain operation status	
Refrigerants	Interconnecting refrigerant piping
Unit heaters	Air grills and dampers
Unit Vents	Radiant Tube Heaters

- Boiler Water treatment, as set forth in paragraph 6 below.
- Capacity and safety devices that control the equipment.

It is understood that the repair, replacement (parts and/or components), and emergency service provisions apply only to the systems and equipment covered by Schedule A, attached hereto and incorporated herein by reference. The planned preventative maintenance calls shall be done for each building as set forth in Schedule A.

Additionally the Contractor shall complete forms, an example of which shall be provided by the City, specific to the Police Department when providing any preventative maintenance at the Police Station.

6. Boiler Water Treatment. Analysis of the boiler water will be performed monthly or as required to determine the proper type and quantity of additive required. The boiler water additive shall be furnished and added by the contractor, and a written report shall be submitted to the City.
7. Clean Air Act. The contractor will be required to comply with the Clean Air Act, must have all the necessary equipment and trained & certified personnel to operate the same. No additions or surcharges for any future work done in this area will be allowed once the proposal is accepted.
8. Right to bid repairs. The City reserves the right to bid any repairs needed that are beyond the scope of this agreement.
9. Specifications.
  - a. All planned maintenance service under this agreement will be performed during normal working hours when possible.
  - b. The contractor shall not be required to install new attachments, additional controls, or equipment as recommended or directed by any insurance company, laboratory, or government agency, or to make replacements mentioned herein with parts or devices of a different design for any reason. Anything of this nature will be supplemental to this contract and paid for on a time and material basis.
  - c. The City of Moline hereby assures the contractor that all systems in the proposed agreement being covered are functioning and in maintainable condition. Prior to signing any contract the contractor shall inspect all systems and certify, by signing of the contract, that all systems in the agreement are functioning and in maintainable condition. In the event the contractor feels that a system is not maintainable, the Municipal Services General Manager shall be notified immediately. At that time, the Municipal Services General Manager shall decide whether or not to leave that system in the maintenance agreement or repair it at City expense. At this step, the Municipal Services General Manager shall have the final say.
  - d. It is understood that the repair, replacement (parts and/or components), and emergency service provisions apply only to the systems and equipment covered

by this agreement, which are listed on Schedule A. Repair or replacement of non-maintainable parts of the systems, such as duct work, boiler shell and tubes, unit cabinets, boiler refractory material, electrical wiring, hydronic, obsolete parts or components due to the obsolescence of R22 or any other refrigerant, and pneumatic piping, structural supports, heat exchangers, are not included in this agreement. Peripheral systems such as but not limited to variable frequency drives are not covered under this agreement.

- e. Automated temperature control valve maintenance and repair are included in this agreement. The labor required for their removal and reinstallation is included.
- f. An annual review of Moline's HVAC systems both efficiency and energy audit shall be made with recommendations noting improvements, savings, and payback.
- g. Each preventative maintenance call shall be scheduled detailing exactly what tasks are to be performed and special tools and instruments needed to maintain the systems at optimum comfort and efficiency levels.
- h. Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize down time and inconvenience. The contractor shall respond to unlimited emergency service calls without increase in contract cost.
- i. The cost of parts will be borne by the contractor during the regular monthly maintenance service calls, as well as during emergency service calls, when said parts are needed to maintain the system.
- j. The contractor shall fill out and deliver to the City of Moline – Municipal Services Building a service form for every routine and every emergency call made, stating what was done and the amount of labor and parts needed. The form shall be dated and signed. The City of Moline reserves the right to call for an inspection at any time to verify that service, preventative maintenance, repairs and parts have, in fact, been installed or performed as stated.
- k. Where systems are vandalized or theft of parts occurs, the City of Moline will be responsible for parts and labor.
- l. The contractor shall replace all worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component shall be repaired or replaced in advance to prevent a system failure. Therefore, all labor and parts are to be furnished by the contractor for the life of this contract, which is for five (5) years, both for regularly scheduled maintenance checks and

emergency calls. This will be monitored closely to make sure that this work is being done.

10. Fees. For the services provided, the City agrees to pay Contractor annually within thirty (30) days after receipt of Contractor's invoice, which invoice shall be sent in January of every year and according to the fee schedule as follows:

<u>Location</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5-Yr Total</u>
EOC Fire station #1	\$16,896	\$17,448	\$17,988	\$18,576	\$19,176	\$90,084
Public Works	\$22,416	\$23,052	\$23,796	\$24,576	\$25,380	\$119,220
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Police Dept	\$43,608	\$43,608	\$44,988	\$46,452	\$47,964	\$226,620
Police Substation	\$1,128	\$1,164	\$1,188	\$1,224	\$1,272	\$5,976
	\$120,960	\$125,052	\$129,024	\$133,236	\$137,592	\$645,864
	*\$116,122	*\$120,050	*\$123,863	*\$127,907	*\$132,088	\$620,029

**\*Reflects 4% savings if paid annually.**

11. Preferred hourly rate. A preferred hourly rate will be applied to any work performed by Contractor for the City that is above and beyond the scope of this Agreement at the following rates:

Regular Hourly Rate	\$98.00	8:00 a.m. – 4:30 p.m., M-F
Overtime Hourly Rate	\$147.00	All other times except Scheduled Sundays and Holidays.

Contractor may change either rate upon providing seven (7) days written notice to the City, at the address above. This preferred hourly rate may be adjusted annually to ensure compliance with increases in the Prevailing Wage for Rock Island County. Notice of any annual adjustment must be sent to the City, at the address above.

12. Compliance with laws. The Contractor shall conduct the entire operation in compliance with all applicable local, state, and federal ordinances, laws, and regulations.

13. Permits. The contractor shall obtain all necessary permits and licenses.

14. Performance Bond. The Contractor shall furnish a performance bond from a corporate bank acceptable to the City, which guarantees the performance of the contract. The bond shall be in an amount equal to the anticipated cost to the City for one (1) year and shall remain in effect for the term of the contract. The Contractor shall pay premium(s) for the required bond.

15. Insurance Requirements:

- a. The Contractor shall have and furnish insurance coverage and furnish Certificates of Insurance, in DUPLICATE (not copies), with the Purchaser's name and Contractor's name stated on the Certificate. The coverage and amounts below are minimum requirements and do not establish limits to any Contractor's liability. Other cover and higher limits may be provided at Contractor's option and expense.
- b. The Contractor shall carry or require that there be carried Workers' Compensation Insurance for all its employees and those of its subcontractors engaged in work at any location, in accordance with State or Territorial Workers' Compensation Laws. Workers' compensation, including occupational disease, as prescribed or permitted by law, in employer's liability, with a limit of not less than \$500,000 for each accident, \$500,000 for Disease Policy Limit, and \$500,000 for Disease each employee. The policy should include, when appropriate:
  - All states' endorsements, and
  - United States' Longshoreman and Harbor Workers' Compensation Act.
- c. The Contractor shall carry or require that there be carried Commercial General Liability Insurance with limits of \$1,000,000 to protect the Contractor and its subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, hoists, and mobile equipment on the site or hauling materials or debris from the site. Commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than \$1,000,000.00 for each occurrence is required on a primary, noncontributory basis. Coverage shall be extended for endorsements made and exclusions removed, as follows:
  - Premises and operations;
  - Blanket contractual;
  - Personal injury liability (extending to claims from employees of Contractor);
  - Contractor's protective liability (for work let or sublet);
  - Products and completed operations;
  - Broad form property damage;
  - Explosion, collapse and underground damage (as applicable);
  - Professional Liability.
- d. The Contractor shall carry or require that there be carried Comprehensive Auto Liability Insurance, including owned, non-owned hired or leased

automobiles, used in connection with this work, with a bodily injury and property damage combined single limit of \$500,000.00 for each occurrence.

- e. The Contractor shall carry or require that there be carried Excess and Umbrella Liability Insurance in the form following the underwritten coverages in the amount of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor shall indicate on the certificate of insurance that the Excess and Umbrella policy is following form.
- f. The Contractor shall carry or require that there be carried, Property Damage Insurance in the amount of not less than \$250,000 to protect him and his subcontractors from all claims for property damage which might arise from operations under this contract.
- g. The Contractor shall also obtain at his own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City as the insured with the same insurance company with which the Contractor carries his Contractor's Public Liability Insurance and Automobile Liability Insurance, and in like amounts. In lieu, thereof, the City of Moline shall accept being named as an additional named insured on the policy required in subparagraph b above and receipt of a duplicate policy. No policy will be accepted which excludes liability for damage to underground structures or by reason of collapse. At any time during the life of the contract should blasting be required, the Contractor will provide additional coverage to the City for damage by reason of blasting or explosion prior to engaging in blasting activities. (Under "Persons Insured", the employees of the City of Moline while acting within the scope of their duties" must be covered).
- h. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required under this contract, and in like amounts. The Subcontractor's policies shall be available to the City upon request.
- i. All insurance policies are to be written by companies authorized to do business under the laws of the State of Illinois and acceptable to the City of Moline, Illinois. Irrespective of any other requirements herein, the General Liability, Auto Liability and Excess and Umbrella insurance policies, shall each name the City of Moline and its employees, acting within the scope of their duties, as additional insured for coverage. For the Workers' Compensation, Auto Liability and General Liability insurance policies, the Contractor must also provide a waiver of subrogation.

- j. The Contractor must follow all insurance company requirements to keep all policies of the insured in effect. The Contractor shall complete a Hotwork Permit form when cutting and welding.
- k. Special hazards which are known to or can be expected to exist on this type of work shall be covered by rider or riders to the General Conditions, Insurance Requirements.

16. Prevailing Wage:

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. Certified payrolls shall be sent to and filed with the Municipal Services Operations Manager at the end of each month, but no later than the 15<sup>th</sup> day of each calendar month for the immediately preceding month. A certified payroll must be filed for only those calendar months during which work occurs.

The contractor shall comply with all applicable local, state and federal laws relating to fair employment practices and prohibiting discrimination in employment involving public funds

17. Default:

It is understood that the following events, or any one of them, shall be considered a material breach of and default by the contractor under contract for work:

- a. Petition in bankruptcy.
- b. Assignment for the benefit of creditors.
- c. Refusal or failure to meet the specification or insurance requirements within seven (7) days after written notice by the City that noncompliance exists. In

addition, the City reserves the right to withhold payment for failure to meet the specifications after such notice has been given.

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- f. Any other matter that the specifications expressly define as a material breach.

The City of Moline shall be considered in default under and default of this contract when any of the following events occur:

- a. Consistently fails to make payment upon receipt of a proper and timely demand within the time specified in this contract.
- b. Any action that prevents the contractor, through no fault of their own, from performing under the contract for more than thirty (30) consecutive days.

18. Change Orders: Any addition or subtraction of work by the contractor above and beyond that which is already mentioned, shall be done by written Change Order issued by the City of Moline. The added or subtracted dollar amounts shall be reflected in each change order.

19. Indemnification and Limitation of Liability. The contractor will not be liable for any delay in furnishing or failure to furnish service due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workers, inability to obtain material due to flooding, fire, unsafe conditions, strike, lockout or dispute with workers of the said location, commotion, war, act of God or any cause beyond reasonable control.

In addition to carrying the above insurance, the Contractor and his sureties will indemnify and hold harmless the City and all of its officers, agents, and employees against any claims or liabilities, including attorneys' fees and costs) any act or omission of Contractor, arising from or based upon this Agreement, or based on the violation of any law, ordinance, regulation, or order, whether by itself or employees.

20. Termination and Remedies. Both parties reserve the right, after ninety (90) days written notice each to the other, to cancel the contract, whether with or without cause; and, in addition to any other rights or remedies allowed by law, should the Contractor fail to comply with any of the contract provisions above or be in default, the City reserves the right to cancel the contract on thirty (30) days written notice, and to pursue any and all claims and actions which it may have against the Contractor. Rights in this agreement shall be cumulative and in addition to all of the rights or remedies provided by law or afforded by the performance bond.

21. Amendment. Any amendments to this Agreement must be in writing and signed by both parties.

- 22. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the agreement.
- 23. Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out this Agreement shall be any state or federal court located within Rock Island County, Illinois.
- 24. Severability. Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs, successors, and assigns, as to such remaining terms.
- 25. Entire Agreement. This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this agreement. The parties agree there are no other terms or conditions of this agreement, either oral or written, other than those stated herein.

In witness whereof, the said Parties have executed these presents on the date above mentioned.

Total Maintenance, Inc.

City of Moline, Illinois

By \_\_\_\_\_

By \_\_\_\_\_  
Mayor

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

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

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

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

Approved as to form:

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

## **CITY OF MOLINE**

### **HVAC - Total Service and Preventative Maintenance Contract**

This HVAC – TOTAL SERVICE AND PREVENTATIVE MAINTENANCE CONTRACT (hereinafter referred to as “Agreement”) for preventative maintenance services, made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, whose address is 619 16<sup>th</sup> Street, Moline, IL 61265 (hereinafter referred to as the “City”), and TOTAL MAINTENANCE, INC., an Iowa corporation, whose address is 1017 State Street, Bettendorf, IA 52722 (hereinafter referred to as the “Contractor”).

WHEREAS, City seeks to enter into an agreement for HVAC total service and preventative maintenance for City facilities, which specified herein; and

WHEREAS, Contractor desires to provide HVAC total service and preventative maintenance to City for said facilities under the terms and conditions set forth herein.

WITNESSETH, that the Contractor for and in consideration of the payments to be made as set forth herein, hereby covenants and agrees to and with the City that it shall and will perform HVAC total service and preventative maintenance according to the terms and conditions as follows:

1. Term. The term of this contract shall be for a five (5) year period commencing January 1, 2015, and ending on December 31, 2019. This contract may be extended only by mutual written agreement of both parties and pursuant to any requirements set forth by local ordinances.
2. Contractor Office Hours. The Contractor shall maintain an office that can be contacted by telephone during the hours of 7:00 a.m. and 4:00 p.m., Monday – Friday. The name and telephone number for a representative of the Contractor, with authority to act, shall be provided enabling the City to make contact during all non-business hours in case of an emergency. Emergency service calls are discussed further in Paragraph 9(h) herein.
3. One call Service. Additionally the contractor shall provide a 24 hour/7 days a week one call service to the City of Moline Police Department, 1640 6<sup>th</sup> Avenue for building repairs to their facility including: Video/Technology; Electrical; Plumbing; Fire Alarm; and Sprinkler services. Such repairs are in addition to those set forth herein as Planned Preventative Maintenance and Specifications. This one call service will be at no additional charge and all resulting charges for repairs made by contractors will be billed separately and directly to the City of Moline.
4. Facilities covered. The Contractor shall provide HVAC preventative maintenance, as described herein at all of the following locations:
  - a. City Hall, 619 - 16<sup>th</sup> Street;
  - b. Library, 3210 41<sup>st</sup> Street;

- c. Fire Station #1 & Finance Department Building, 1630 8<sup>th</sup> Avenue;
- d. Public Works Building and Garage, 3635 4<sup>th</sup> Avenue;
- e. Fire Station #2, 1526 46<sup>th</sup> Avenue;
- f. Fire Station #3, 4700 38<sup>th</sup> Avenue;
- g. Fire Station #4, 1490 41<sup>st</sup> Street;
- h. Second Alarmers Fire House, 2702 4<sup>th</sup> Avenue;
- i. Police Department, 1640 6<sup>th</sup> Avenue; and
- j. Police Substation, 404 4<sup>th</sup> Avenue.

The City has the right to eliminate any building listed in this paragraph from this Agreement upon written notice to Contractor.

5. Planned Preventative Maintenance.

Planned Preventative Maintenance calls by the Contractor shall include the following services, as required and applicable, to keep the systems safe, in legal compliance, and operating properly:

- Check performance of all components.
- Seasonally balance HVAC systems to maintain generally comfortable buildings to work in.
- Punch and clean boiler tubes as called for.
- Remove foreign matter and scale from condensers as needed.
- Purge refrigerant of air and noncondensable gases.
- Repair of any leaks found in refrigeration systems.
- Examine, adjust, calibrate, lubricate and clean all system components including:

Thermostats	Water regulating valves
Humidity controls	Direct expansion valves
Temperature controls	Float valves
Automatic controls	Supply and exhaust fans
Relays	Electric motors
Control motors	Belts
Electric starters	Belt drives
Water circulating pumps, as pertaining to heating and cooling systems	
Boiler Steam traps	Water strainers
Air filters	Compressors
Combustion units and controls for boilers and warm air furnaces	
Refrigeration condensing units for air conditioning or comfort cooling	
Repaint rusty or corroding equipment as necessary to maintain operation status	
Refrigerants	Interconnecting refrigerant piping
Unit heaters	Air grills and dampers
Unit Vents	Radiant Tube Heaters

- Boiler Water treatment, as set forth in paragraph 6 below.
- Capacity and safety devices that control the equipment.

It is understood that the repair, replacement (parts and/or components), and emergency service provisions apply only to the systems and equipment covered by Schedule A, attached hereto and incorporated herein by reference. The planned preventative maintenance calls shall be done for each building as set forth in Schedule A.

Additionally the Contractor shall complete forms, an example of which shall be provided by the City, specific to the Police Department when providing any preventative maintenance at the Police Station.

6. Boiler Water Treatment. Analysis of the boiler water will be performed monthly or as required to determine the proper type and quantity of additive required. The boiler water additive shall be furnished and added by the contractor, and a written report shall be submitted to the City.
7. Clean Air Act. The contractor will be required to comply with the Clean Air Act, must have all the necessary equipment and trained & certified personnel to operate the same. No additions or surcharges for any future work done in this area will be allowed once the proposal is accepted.
8. Right to bid repairs. The City reserves the right to bid any repairs needed that are beyond the scope of this agreement.
9. Specifications.
  - a. All planned maintenance service under this agreement will be performed during normal working hours when possible.
  - b. The contractor shall not be required to install new attachments, additional controls, or equipment as recommended or directed by any insurance company, laboratory, or government agency, or to make replacements mentioned herein with parts or devices of a different design for any reason. Anything of this nature will be supplemental to this contract and paid for on a time and material basis.
  - c. The City of Moline hereby assures the contractor that all systems in the proposed agreement being covered are functioning and in maintainable condition. Prior to signing any contract the contractor shall inspect all systems and certify, by signing of the contract, that all systems in the agreement are functioning and in maintainable condition. In the event the contractor feels that a system is not maintainable, the Municipal Services General Manager shall be notified immediately. At that time, the Municipal Services General Manager shall decide whether or not to leave that system in the maintenance agreement or repair it at City expense. At this step, the Municipal Services General Manager shall have the final say.
  - d. It is understood that the repair, replacement (parts and/or components), and emergency service provisions apply only to the systems and equipment covered

by this agreement, which are listed on Schedule A. Repair or replacement of non-maintainable parts of the systems, such as duct work, boiler shell and tubes, unit cabinets, boiler refractory material, electrical wiring, hydronic, obsolete parts or components due to the obsolescence of R22 or any other refrigerant, and pneumatic piping, structural supports, heat exchangers, are not included in this agreement. Peripheral systems such as but not limited to variable frequency drives are not covered under this agreement.

- e. Automated temperature control valve maintenance and repair are included in this agreement. The labor required for their removal and reinstallation is included.
- f. An annual review of Moline's HVAC systems both efficiency and energy audit shall be made with recommendations noting improvements, savings, and payback.
- g. Each preventative maintenance call shall be scheduled detailing exactly what tasks are to be performed and special tools and instruments needed to maintain the systems at optimum comfort and efficiency levels.
- h. Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize down time and inconvenience. The contractor shall respond to unlimited emergency service calls without increase in contract cost.
- i. The cost of parts will be borne by the contractor during the regular monthly maintenance service calls, as well as during emergency service calls, when said parts are needed to maintain the system.
- j. The contractor shall fill out and deliver to the City of Moline – Municipal Services Building a service form for every routine and every emergency call made, stating what was done and the amount of labor and parts needed. The form shall be dated and signed. The City of Moline reserves the right to call for an inspection at any time to verify that service, preventative maintenance, repairs and parts have, in fact, been installed or performed as stated.
- k. Where systems are vandalized or theft of parts occurs, the City of Moline will be responsible for parts and labor.
- l. The contractor shall replace all worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component shall be repaired or replaced in advance to prevent a system failure. Therefore, all labor and parts are to be furnished by the contractor for the life of this contract, which is for five (5) years, both for regularly scheduled maintenance checks and

emergency calls. This will be monitored closely to make sure that this work is being done.

10. Fees. For the services provided, the City agrees to pay Contractor annually within thirty (30) days after receipt of Contractor's invoice, which invoice shall be sent in January of every year and according to the fee schedule as follows:

<u>Location</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5-Yr Total</u>
EOC Fire station #1	\$16,896	\$17,448	\$17,988	\$18,576	\$19,176	\$90,084
Public Works	\$22,416	\$23,052	\$23,796	\$24,576	\$25,380	\$119,220
City Hall	\$10,824	\$12,876	\$13,284	\$13,728	\$14,184	\$64,896
Main Library	\$21,108	\$21,792	\$22,500	\$23,232	\$23,988	\$112,620
Fire Station #2	\$1,032	\$1,068	\$1,104	\$1,140	\$1,176	\$5,520
Fire Station #3	\$1,692	\$1,752	\$1,812	\$1,872	\$1,932	\$9,060
Fire Station #4	\$1,032	\$1,068	\$1,104	\$1,140	\$1,176	\$5,520
2 <sup>nd</sup> Alarmers (PM only)	\$1,224	\$1,224	\$1,260	\$1,296	\$1,344	\$6,348
Police Dept	\$43,608	\$43,608	\$44,988	\$46,452	\$47,964	\$226,620
Police Substation	\$1,128	\$1,164	\$1,188	\$1,224	\$1,272	\$5,976
	\$120,960	\$125,052	\$129,024	\$133,236	\$137,592	\$645,864
	*\$116,122	*\$120,050	*\$123,863	*\$127,907	*\$132,088	\$620,029

**\*Reflects 4% savings if paid annually.**

11. Preferred hourly rate. A preferred hourly rate will be applied to any work performed by Contractor for the City that is above and beyond the scope of this Agreement at the following rates:

Regular Hourly Rate	\$98.00	8:00 a.m. – 4:30 p.m., M-F
Overtime Hourly Rate	\$147.00	All other times except Scheduled Sundays and Holidays.

Contractor may change either rate upon providing seven (7) days written notice to the City, at the address above. This preferred hourly rate may be adjusted annually to ensure compliance with increases in the Prevailing Wage for Rock Island County. Notice of any annual adjustment must be sent to the City, at the address above.

12. Compliance with laws. The Contractor shall conduct the entire operation in compliance with all applicable local, state, and federal ordinances, laws, and regulations.

13. Permits. The contractor shall obtain all necessary permits and licenses.

14. Performance Bond. The Contractor shall furnish a performance bond from a corporate bank acceptable to the City, which guarantees the performance of the contract. The bond shall be in an amount equal to the anticipated cost to the City for one (1) year and shall remain in effect for the term of the contract. The Contractor shall pay premium(s) for the required bond.

15. Insurance Requirements:

- a. The Contractor shall have and furnish insurance coverage and furnish Certificates of Insurance, in DUPLICATE (not copies), with the Purchaser's name and Contractor's name stated on the Certificate. The coverage and amounts below are minimum requirements and do not establish limits to any Contractor's liability. Other cover and higher limits may be provided at Contractor's option and expense.
- b. The Contractor shall carry or require that there be carried Workers' Compensation Insurance for all its employees and those of its subcontractors engaged in work at any location, in accordance with State or Territorial Workers' Compensation Laws. Workers' compensation, including occupational disease, as prescribed or permitted by law, in employer's liability, with a limit of not less than \$500,000 for each accident, \$500,000 for Disease Policy Limit, and \$500,000 for Disease each employee. The policy should include, when appropriate:
  - All states' endorsements, and
  - United States' Longshoreman and Harbor Workers' Compensation Act.
- c. The Contractor shall carry or require that there be carried Commercial General Liability Insurance with limits of \$1,000,000 to protect the Contractor and its subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, hoists, and mobile equipment on the site or hauling materials or debris from the site. Commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than \$1,000,000.00 for each occurrence is required on a primary, noncontributory basis. Coverage shall be extended for endorsements made and exclusions removed, as follows:
  - Premises and operations;
  - Blanket contractual;
  - Personal injury liability (extending to claims from employees of Contractor);
  - Contractor's protective liability (for work let or sublet);
  - Products and completed operations;
  - Broad form property damage;
  - Explosion, collapse and underground damage (as applicable);
  - Professional Liability.
- d. The Contractor shall carry or require that there be carried Comprehensive Auto Liability Insurance, including owned, non-owned hired or leased

automobiles, used in connection with this work, with a bodily injury and property damage combined single limit of \$500,000.00 for each occurrence.

- e. The Contractor shall carry or require that there be carried Excess and Umbrella Liability Insurance in the form following the underwritten coverages in the amount of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor shall indicate on the certificate of insurance that the Excess and Umbrella policy is following form.
- f. The Contractor shall carry or require that there be carried, Property Damage Insurance in the amount of not less than \$250,000 to protect him and his subcontractors from all claims for property damage which might arise from operations under this contract.
- g. The Contractor shall also obtain at his own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City as the insured with the same insurance company with which the Contractor carries his Contractor's Public Liability Insurance and Automobile Liability Insurance, and in like amounts. In lieu, thereof, the City of Moline shall accept being named as an additional named insured on the policy required in subparagraph b above and receipt of a duplicate policy. No policy will be accepted which excludes liability for damage to underground structures or by reason of collapse. At any time during the life of the contract should blasting be required, the Contractor will provide additional coverage to the City for damage by reason of blasting or explosion prior to engaging in blasting activities. (Under "Persons Insured", the employees of the City of Moline while acting within the scope of their duties" must be covered).
- h. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required under this contract, and in like amounts. The Subcontractor's policies shall be available to the City upon request.
- i. All insurance policies are to be written by companies authorized to do business under the laws of the State of Illinois and acceptable to the City of Moline, Illinois. Irrespective of any other requirements herein, the General Liability, Auto Liability and Excess and Umbrella insurance policies, shall each name the City of Moline and its employees, acting within the scope of their duties, as additional insured for coverage. For the Workers' Compensation, Auto Liability and General Liability insurance policies, the Contractor must also provide a waiver of subrogation.

- j. The Contractor must follow all insurance company requirements to keep all policies of the insured in effect. The Contractor shall complete a Hotwork Permit form when cutting and welding.
- k. Special hazards which are known to or can be expected to exist on this type of work shall be covered by rider or riders to the General Conditions, Insurance Requirements.

16. Prevailing Wage:

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:

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In addition to carrying the above insurance, the Contractor and his sureties will indemnify and hold harmless the City and all of its officers, agents, and employees against any claims or liabilities, including attorneys' fees and costs) any act or omission of Contractor, arising from or based upon this Agreement, or based on the violation of any law, ordinance, regulation, or order, whether by itself or employees.

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In witness whereof, the said Parties have executed these presents on the date above mentioned.

Total Maintenance, Inc.

City of Moline, Illinois

By \_\_\_\_\_

By \_\_\_\_\_  
Mayor

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

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

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

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

Approved as to form:

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

## Schedule "A"

### E.O.C. – Fire Station #1, 1630-8<sup>th</sup> Ave

<u>Compressor</u>	Barber Colman Pacer Motor	Mod# 942126250582E71
		Type# COG 4B
	Compressor Head	Mod# 216 39
		Ser# 879151-L
		Size 3X2 1/2
	Filter part# 6110E Deltech	
	Belt B59	Qty 1
<u>ASU# 1</u>	West Stair Well	
	Filter 16X12X2	Qty 12
	Belt B50	Qty 2
<u>ASU# 2</u>	Locker Room	
	Filter 25X12X2	Qty 14
	Belt B62	Qty 2
<u>ASU# 3</u>	Modine (Basement Mech Room)	Mod# CSHH2750
		Ser# 2986 Mfg 4-4-72
	Filter 24X20X2	Qty 24
	Belt C120	Qty 2
<u>ASU# 4</u>	Basement Mech Room	
	Filter 20X12X2	Qty 14
	Belt B60	Qty 2
<u>SCF# 7</u>	Unit Blower	Mod# BBZK 3008-08
		Ser#
	Filter	
	Belt B75	Qty 1
<u>SCF# 8</u>	Unit Blower	Mod#
		Ser#
	Belt A38	Qty 2

<u>WFS# 2</u>	Locker Room	Mod#
		Ser#
	Filter 30X24X1 Qty 2	
<u>SCF# 5</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 26	Mod# BBZK 2005-08
		Ser#
	Belt B51 Qty 2	
<u>SCF# 4</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 44	Mod#
		Ser#
	Belt B67 Qty 2	
<u>SCF# 2</u>	Unit Blower 2 <sup>nd</sup> Floor Rm 50	Mod#
		Ser#
	Belt B51 Qty 2	
<u>SCF# 6</u>	Unit Blower 1 <sup>st</sup> Floor Rm 16	Mod#
		Ser#
	Belt B66 Qty 2	
<u>SCF# 9</u>	Unit Blower 1 <sup>st</sup> Floor Garage Rm 12	Mod# BBZK 2708-08
		Ser#
	Belt B66 Qty 2	
<u>WEF# 1</u>	Vent Hurricane 2 <sup>nd</sup> Floor Rm18	Mod# B1247A
		Ser# 6267
	Belt B41 Qty 1	
<u>HWH# 1</u>	Water Heater A.O. Smith Boiler Rm	Mod# HW670932
		Ser# 932K 97 40856
<u>FMWP HWP# 5</u>	Pump Hot Water Boiler Rm	Mod#
		Ser#
<u>FMWP HWP# 4</u>	Pump Hot Water Boiler Rm 240F	Mod#
		Ser#
<u>FMWP AWP# 3</u>	Pump Boiler Rm	Mod#
		Ser#
<u>FMWP AWP# 2</u>	Pump WCU Boiler Rm	Mod#
		Ser#
<u>MWP HWB# 53</u>	Pump Boiler Water Boiler Rm	Mod#
		Ser#
<u>MWP WCU# 52</u>	Pump Chiller Water Boiler Rm	Mod#

		Ser#
<u>Range Vent</u>	Vent Range Outside Rear	Mod#
	Filter	Ser#
	Belt BP98 Qty 3	
<u>Compressor</u>	Johnson	Mod#
	Filter F-1000-232	Ser#
	Belt 6837 Qty 1	
<u>Boiler</u>	Johnston	Boiler#H2828
		Cat# 524WAGCS
	Belts 3V475 Qty 2	
<u>SCF# 1</u>	Unit Blower	Ser#
	Belt 3390 Qty 1	Mod#
1	HumidiClean Humdifier	
<u>Storage Garage</u>		
1	Bryant Air Cooled Condensing Unit	Serves Computer Room
	Model #187ANA048-B	
	Serial # 2308E27542 208/230v.	
	1 Compressor 18.6 RLA	
	1 Condenser Fan Motor 1/3 HP	
1	Indoor Air Handling Unit	
	1 Supply Fan Motor	
<u>Rooftop</u>		
1	Trane Chiller 100Ton 460v.	
	Model #RTAA1004XK01A3DCBFQ	
	Serial #V99E08805	
	2 Compressors 84.0 RLA ea.	
	10 Condenser Fan Motors 1 HP ea.	

All Honeywell Controls to include digital and pneumatic.

PM'S IN FEBRUARY, MAY, AUGUST, AND NOVEMBER

## PUBLIC WORKS GARAGE, 3635-4<sup>th</sup> Ave

<u>Water Heater# 1</u>	A. O. Smith 100Gal Service Mezz	Mod# BTH 250A 966 Ser# LB00-0911361-966
<u>Water Heater# 2</u>	A.O. Smith 66Gal Sign Shop	Mod# PEC 66 918 Ser# MB00-0116487-918
<u>MAU Service garage</u>	Titan Air Inc. Streets SCFM 20,000 Max BTU 2,200,000 Filters 20X20X2-27 Belts B-103	Mod# TA-30 NG HRD AR/80 Ser# 6558-58 Min BTU 88,000
<u>Makeup Air Unit</u>	Titan Air Inc. Maint SCFM 20,000 Max BTU 2,200,000 Filters 20X20X2-27 Belts B-103	Mod# TA-30 NG HRD AR/80 Ser# 6558-59 Min BTU 88,000
<u>SF# 1</u>	Cook Roof Belt AX80-1	Mod# 200ASP-T
<u>SF# 2</u>	Cook Roof Belt AX80-1	Mod# 200ASP-T
<u>DX Unit</u>	Trane	Mod#RAUCC204BT03A0DF00010 Ser# C00C08354
<u>Boiler# 1</u>	Burnham Ind. Order#571009LB	Mod# 4FW-107-50-G-GP NATL BD# 26206
<u>Boiler#2</u>	Burnham Ind. Order#571009LB	Mod# 4FW-107-50-G-GP NATL BD# 26205
<u>Pump#1</u>	Bell & Gossett	Mod# 1510 2 ½ AB
<u>Pump#2</u>	Bell & Gossett	Mod# 1510 2 ½ AB
<u>AHU#1</u>	Trane Mezz Services  Filters 16X25X2-4 16X20X2-8 Belts BX56-1	Mod# MCCA017UB000A000U Ser# K00C49736
<u>AHU# 2</u>	Trane Mezz Services	Mod# TWE 042 C140 C0

	Filters 20X20X1-1	Ser# R242DCD1V
<u>Cond# 2</u>	Trane Roof Services	Mod# TTP030D400A0 Ser# R174S3F3F
<u>AHU# 3</u>	Trane Mezz Services	Mod# MCCA006 Ser# K00C49758
	Filters 16X20X2-4 Belts BX42-1	
<u>Cond# 3a</u>	Trane Roof Locker Rm	Mod# TTP036D400A0 Ser# R173T6K3F
<u>Cond# 3b</u>	Trane Roof Locker Rm	Mod# TTP036D400A0 Ser# R155KPY3F
<u>AHU# 4</u>	Trane Mezz Shop	Mod# TWE120B300CA Ser# R25336R5H
	Filters 16X25X1-4 Belts A50-1	
<u>Cond# 4a</u>	Trane XE1200	Mod# TTP048D400A0 Ser# R134TKM2F
<u>Cond# 4b</u>	Trane XE1200	Mod# TTP048D400A0 Ser# R155TY72F
<u>AHU# 5</u>	Trane Mezz Sign	Mod# TWE090B300CA Ser# R2540D5H
	Filters 16X25X1-3 Belts A48-1	
<u>Cond# 5a</u>	Trane XE1200	Mod# TTP036D400A0 Ser# R173T533F
<u>Cond# 5b</u>	Trane XE1200	Mod# TTP036D400A0 Ser# R173T4K3F
<u>AHU# 6</u>	Trane Storage Mezz	Mod# TWE024C140B0 Ser# R2560NT1V
<u>Cond# 6</u>	Trane XE1200	Mod# TTP018C100A3

	Filter 20X20X1-1	Ser# R032Y8C2F
<u>Air Comp#1</u>	Saylor Beall Manf Co.	Mod# VT-755-120
	Filter 4 3/8-2	Ser# 7-22-F00
	Belt B79-2	
<u>Air Comp#2</u>	Saylor Beall Manf Co.	Mod# VT-755-120
	Filter 4 3/8-2	Ser# 7-21-F00
	Belt B79-2	
<u>Air Comp# 3</u>	Speedaire	Mod# 4B229B
		Ser# L3/20/2000-00340
		Pump# 4B246A
<u>EF# 2</u>	Cook Roof	Mod# 100C 3B
<u>EF# 3</u>	Cook Roof	Mod# 120C 3B
	Belt 4L220-1	
<u>EF# 4</u>	Cook Roof	Mod# 120C 3B
	Belt 4L200-1	
<u>EF# 6</u>	Cook Roof	Mod# 365R 9B
	Belt AX80-1	
<u>EF# 7</u>	Cook Roof	Mod# 365R 9B
	Belt AX80-1	
<u>EF# 8</u>	Cook Roof	Mod# 365R 9B
	Belt AX80-1	
<u>EF# 9</u>	Cook Roof	Mod# 120 CPS
	Belt A-31-1	
<u>EF# 10</u>	Cook Roof	Mod# 135 CPS
	Belt AX31-1	
<u>EF# 11</u>	DSP Monoxivent Welding Rm	Mod#
	Direct Drive	
<u>EF# 12</u>	DSP Monoxivent Welding Rm	Mod#
	Direct Drive	
<u>EF# 13</u>	Cook Roof	Mod# 330R 6B

	Belt A40-1	
<u>EF# 14</u>	Cook Roof Belt A40-1	Mod# 330R 6B
<u>EF# 15</u>	Cook Roof Wall Mounted	Mod# 135W10D
<u>Generator</u>	Olympian	Mod# G100F1 Ser# F0566A/001
<u>Pressure Washer</u>	Landa	Mod# VNG6-30021C/R Ser# PO400-40383
<u>Space Heater</u>	Qmark Car Wash	Mod# AWH3207D
<u>Ice Machine#1</u>	Scotsman storage Filter 20X20X1-2	Mod# CME506AE-1C Ser# 242561-03P
<u>Ice Machine#2</u>	Scotsman Break Rm	Mod# Ser#
<u>Ice Machine#3</u>	Cornelius 500 Series Break Rm	Mod# IAC530 Ser#63I9914BC134

2	Radiant Tube Heaters 1ea. Blower Motor 1ea. Inducer Fan Motor	Serves Sanitation
1	Radiant Tube Heater 1 Blower Motor 1 Inducer Fan Motor	Serves Cold Storage
5	Radiant Tube Heaters 1ea. Blower Motor 1ea. Inducer Fan Motor	Serves Shop Area
2	Radiant Tube Heaters 1ea. Blower Motor 1ea. Inducer Fan Motor	Serves Mechanics/Fleet Area
1	Large Trane Hanging Unit Heater 1 Blower Motor	

2	Small Trane Unit Heaters	Serves Generator/Storage Area
1	Medium Trane Hanging Unit Heater 1ea. Blower Motor	Serves Parts
1	Medium Trane Hanging Unit Heater 1ea. Blower Motor	Serves Oil Room
1	Medium Trane Hanging Unit Heater 1ea. Blower Motor	Serves Welding Room
1	Small Trane Hanging Unit Heater 1ea. Blower Motor	Serves Street Shop
2	Radiant Tube Heaters	Serves Wash Bay

PM IN FEB, MAY, AUG, NOV

## CITY HALL, 619-16<sup>th</sup> St

<u>Boiler# 1</u>	Raypac Boiler Basement Natl Bl# 133346	Mod# H3-0724A-CECRAA Ser# 9608133345
<u>Boiler# 2</u>	Raypac Boiler Basement Natl Bl# 133345	Mod# H3-0724A-CECRAA Ser# 9608133345
<u>Compressor</u>	Kargard Co Natl Bl.# 11481 Belt 4L480 Qty	Mod# MBI-KA61-2470
<u>Pump# 1</u>	Circulating Pump B&G 1510	Mod# 2-1/2ab 6.625 BF Ser# 2021143
<u>Pump# 2</u>	Circulating Pump	Mod# Ser#
<u>AHU# 1</u>	Trane Penthouse Fan Filter Bx Coil Filter 20X25X2 Qty 4 20X20X2 Qty 2 Belt BX35 Qty 2	Mod# K97D37808 Mod# K97D37809 Mod# K97D37810
<u>SCF# 1</u>	Unit Blower Penthouse Belt B76 Qty 1	Mod# BBZK 3006-03 Ser#
<u>Exhaust Fan</u>	Fan Roof Top Belt 4L360 Qty 1	Mod# Ser#
<u>Chiller</u>	Chiller Trane Outside	NEW 2014 Warranty
<u>Cond# 1</u>	Tadiran Outside	Mod# Ser#
<u>Heat/Cool Units</u>	Office Fin Tube Units Qty 62 Filters Clean & Oil Motors Clean & Oil Fin Tube Clean Unit Vaccum	April & October April & October

All Honeywell Controls to include digital and pneumatic.

PM IN JUL, OCT, JAN, APR

# MAIN LIBRARY, 3210-41<sup>st</sup> St

<u>AHU#1</u>	Hakkon Custom Air Handler		
		Ser#	K82J70413
	Filter	24x24x4	Qty 98
		16x25x4	Qty 14
<u>AHU# 2</u>	Trane Climate Changer	Mod#MCCBO21VAOAOUA	
		Ser#	K82J70414
	Filter	16X25X25	Qty 8
		16X20X4	Qty 4
	(1) B&G pump		
<u>Chiller</u>	Trane 228 tons		
		Mod#RTAC2054VKOHUAF	
		NNIWX1DDLNNONN11BO	
		Ser#	
	16 Fan Motors		
<u>Hot Water Heater</u>	A.O. Smith	100 gal.	
	B&G recirculation pump		
<u>Humidifier</u>	1 & 2 floors		
	Filter	20X20X1	Qty 1
	Filter	20X16X1	Qty 2
<u>Aqua-pure</u>	H2O Filters	Model sst1h1	
	“Café”		
<u>Boiler# 1</u>	Thermal Solutions	Mod# EVA1500	
	Filter	#81156005	
	(2) B&G motors		
<u>Boiler# 2</u>	Thermal Solutions	Mod#	
	Filter	#81156005	
<u>Recirculation Pumps</u>			
<u>Chilled Water Pump</u>	Marathon	Mod#254ttdx402	
Heating – Pump 2&3	Marathon	Mod#215TTDBA4026AN	

Chilled Water	Filter System	6 rope type filters
Supply Motor	Belts	Mod#EXHW – 2250
Return Motor	Baldor Belts	

PM IN JUN, SEP, DEC, MAR

## Fire Station # 2, 1526-46th Ave

<u>Furnace</u>	Bryant	Mod# CNPVP4821ACAABA
		Ser#
	Filter	20X25X1 Qty 2
<u>Condenser</u>	Bryant - 2 Ton	Mod# 114ANA0480
		Ser#
<u>Furnace Humidifier</u>		Model 600
	Filter	(1) 10x12x1
<u>Water Heater</u>	American 75 - gal	Mod# CU75NRT1
		Ser#

Bryant Equipment new in 2008 – 10yr warrant on parts and labor  
Jan, April, July, Oct

**Fire Station # 3, 4700-38<sup>th</sup> Ave**

<u>Furnace 1</u>	Lennox			Mod# G26Q4/5-125-920
				Ser#
	Filter	16X20X1	Qty 2	
<u>Furnace 2</u>	Lennox			Mod# G26Q4/5-125-920
				Ser#
	Filter	16X20X1	Qty 2	
<u>Water Heater</u>	A.O. Smith			Mod# BTC197920
				Ser# MF95-0442521-920
<u>Cond# 1</u>	Lennox			Mod# HS17-813-44
				Ser# 5695H02274
<u>Cond# 2</u>	Lennox			Mod# HS19-651-69
				Ser# 5894K21341

Jan, April, July, Oct

## Fire Station # 4, 1490-41<sup>st</sup> St

<u>Furnace</u>	Bryant	Mod# 355CAV
		Ser# 5894M02987
	Filter 16X20X1	Qty 2
<u>Condenser</u>	Bryant	Mod# 114ANAO48-B
		Ser#
<u>Water Heater</u>	A.O. Smith	Mod# BTC 197 920
		Ser# MN95-0454988-920

(1) Circulation Pump B&G

Bryant Equipment new in 2008 – 10yr warrant on parts and labor

Jan, April, July, Oct

## Police Substation, 404-4<sup>th</sup> Ave

Furnace	Carrier Filter 16X25X1 Qty 1	Mod# 58MCA080-12 Ser# 3300A04515 Prod# 58MCA080-14112 Series#140
A/C	Carrier  Evap Coil	Mod# 2600E07287 Ser# 38TRA030320 Mod# CC5AXW030017 Ser# 2500X88174
Unit Heater	Reznor	Mod# F-75 Ser# 42F31K5N55537X

PM DUE NOV,FEB,MAY,AUG

## Moline Police Department - 1640 – 6th Avenue

### MECHANICAL ROOM

1	ClimateCraft Air Handling Unit Model #CAH78X90E Serial # 21646	AHU #3
	1 Supply Fan Motor 30 HP	
	9 24x24x2	
	3 24x12x2 +Bag Filters	
3	Thermal Solutions Boilers Model #EVA2000BN1 Serial # 64796517,16,18	
	1ea. Natural Gas Burner Assembly	2,000,000 BTU
	1ea. Marathon Pump 1 Model # 145TTDR5378AB	HP ea.
2	Baldor Hot Water Supply Pumps Cat# EMZ513T	15 HP ea.
1	McQuay Chiller Model # WGS190AW27-ER10 Serial #STNU051100036	CHR #1
1	Baldor Pump Cat # EM2513T	15 HP
1	Baldor Pump Cat # EMEE11T	7.5 HP
1	Cooling Tower Filter – 1 Leeson Pump	1HP
1	Maxim Water heater 125 Gallon Model # 54P 125A-MX Serial # 1105117183	
	1 Pump Motor	1/5 HP
	1 Natural Gas Burner	540,000 BTU

### GARAGE

1	Bell & Gossett Cooling Tower Pump	10 HP
5	Hanging Unit Heaters Model # FUHH1340AA00 Serial # 15010406	

	1ea. Fan Motor	½ HP	
1	Exhaust Fan(CO)	EF#1	
	1 Motor		1.5 HP
4	Storm Water Ejection Pumps		
2	Sewage Ejector Pumps		
1	BAC- Baltimore Air Cooling Tower		
	Model # 15200		
	Serial #U052935701		
	1 Fan Motor		1 Belt=3R-B136

## 2ND FLOOR MECHANICAL ROOM

1	McQuay Air Handling Unit	AHU# 2	
	Model # CAH040GDAC	Belt= V71	
	Serial #FB0U051200700		
	1 Return Air Fan		10HP
	1 Baldor Supply Fan Motor		20HP
	4	24x24x2	
	16	20x24x2	
	4	12x24x2	
1	McQuay Air Handling Unit	AHU# 1	
	Model # CAH017GDAC	Belt= BX46	
	Serial #FB0U051200701		
	1 Return Air Fan		
	1 Baldor Supply Fan Motor		10HP
	3	24x24x2	
	6	20x24x2	
	3	12x24x2	
1	McQuay Unit Heater		

## ROOFTOP

1	McQuay Air Handling Unit	RTC #1	
	Model # 0AH017DAC		
	Serial # FB0U051201300		
	1 Supply Fan Motor		
	1 Return Fan Motor		
1	McQuay Air Handling Unit	RTC #2	
	Model # 0AH017GDAC		

Serial # FB0U051201301

1 Supply Fan Motor

1 Return Fan Motor

60 VAV Boxes

4 Work Stations

All backflow preventers

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE  
ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDINGS/COMPLEX

## **2<sup>nd</sup> Alarmers Fire Station - 2704 4<sup>th</sup> Avenue, Moline, IL 61265**

Preventive maintenance only

- 1 Herman Nelson Natural Gas Unit Heater
- 1 Bryant Hot Water Boiler
  - Model # L 446
  - Serial # AWF217
  - 1 Natural Gas Burner Assembly 396,000 BTU
  
- 1 Rheem Water Heater 2/2004
  - Model # 22V309-30F
  - Serial # RHLN0204526380
  - 1 Natural Gas Burner Assembly 30,000 BTU

Council Bill/Resolution No. 1152-2014  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program in an amount of \$32,612.25 and

AUTHORIZING staff to do all things necessary to complete and submit said application.  
\_\_\_\_\_

WHEREAS, the requested funding will be used to assist in providing efficient solid waste management and education services to the community by supporting waste reduction and to facilitate and promote recycling; and

WHEREAS, the Rock Island County Waste Management Agency (RICWMA) awards the grant based on the community's population; and

WHEREAS, the City's amount has been determined by the corrected 2010 Census population of 43,483 at \$0.75 per resident for a total amount of \$32,612.25.

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 application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program in an amount of \$32,612.25 and staff is hereby authorized to do all things necessary to complete and submit said application; provided, however, that said application 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

October 21, 2014

\_\_\_\_\_  
Date

Passed: October 21, 2014

Approved: October 28, 2014

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

# **RICWMA Guidelines for the Solid Waste Assistance Grant (SWAG) Program (FY 15)**

## **FUNDING ELIGIBILITY & LIMITED USE OF FUNDS**

Individual units of government, as members of the Rock Island County Waste Management Agency (RICWMA), are eligible to apply for a Solid Waste Assistance Grant (SWAG). **Grant funds must be used by the individual community to manage solid waste and recycling activities, to educate citizens on solid waste issues, or to address special solid waste needs in their jurisdiction.**

Expenditure of Grant funds must be consistent with and conform to the overall purpose and mission of RICWMA as follows:

*“To assist member governments to provide efficient solid waste management and education services in their community. To promote waste reduction efforts, recycling and/or reuse options, and responsible disposal of municipal solid waste materials, that are generated by residents, in order to protect the environment and public health, safety, and welfare from hazards that may result from uncontrolled and/or improper disposal of these materials.”*

## **GRANT APPLICATION & AWARD PROCESS**

RICWMA will inform its member communities at the beginning of each funding cycle with a Request for Applications (RFA). RICWMA will provide the community with a grant application form and will establish a deadline for submitting all applications for SWAG funding. Applications will then be reviewed by RICWMA staff for consistency with these guidelines and the above stated purpose and mission of RICWMA. The community will be notified of grant approval and will receive the allocated grant funds. **All grant funds must be expended within the allowed performance period for the current funding cycle. At the conclusion of the grant performance period, the member community must submit to RICWMA supporting documentation and a brief narrative that indicates how the funds were used.**

## **PROGRAM GUIDELINES**

- Only RICWMA member governments are eligible to apply for a SWAG Grant.
- Communities may only apply once per funding cycle for their established maximum funding limit. (see “Allowable Funding Limits” below)
- SWAG Funds must be used for solid waste management, recycling or educational related activities within the community. (The communities may make this determination within the above stated funding limitations, “the RICWMA purpose and mission”)
- Maximum funding limits are established for each community based on the corrected 2010 U.S. Census population data. (see “Allowable Funding Limits” below)
- Communities will receive the first half of their funds in October and the second half of the funds will be released in March. Communities can expend funds at anytime of the fiscal year regardless of when funds are received.
- Communities must expend all SWAG funds within the allotted time frames for each funding cycle. (The RICWMA fiscal year is July 1 to June 30, although the RICWMA Board may establish other funding cycles as needed)
- Only one End of Year report is needed and should include how both waves of funding were used.
- Upon completion of the performance period for the applicable funding cycle, communities must submit appropriate documentation and a brief narrative summary to RICWMA indicating how the SWAG funds

were used. (Examples of appropriate documentation may be copies of contracts, applicable invoices, canceled checks, etc.)

- Communities agree to be cooperative, responsive and timely in meeting all deadlines and in all communications/correspondence with RICWMA staff. (Failure to do so will be grounds for disqualification and could jeopardize future funding)

## **ALLOWABLE SWAG FUNDING LIMITS**

The SWAG Grant amounts are determined by the corrected 2010 Census populations for each member community. Due to fiscal constraints, the SWAG funds have been reduced. Communities with less than 1,000 citizens will be awarded a maximum of \$750. The grant amount for communities with more than 1,000 citizens is based on the community's population and will be awarded a maximum of \$0.75/capita. SWAG Grants will be awarded according to the following table:

<b>Community</b>	<b>Population</b>	<b>Subsidy</b>
<b>Andalusia</b>	1,178	\$ 883.50
<b>Carbon Cliff</b>	2,134	\$ 1,600.50
<b>Coal Valley</b>	3,743	\$ 2,807.25
<b>Cordova</b>	672	\$ 750.00
<b>East Moline</b>	21,302	\$ 15,976.50
<b>Hampton</b>	1,863	\$ 1,397.25
<b>Milan</b>	5,099	\$ 3,824.25
<b>Moline</b>	43,483	\$ 32,612.25
<b>Port Byron</b>	1,647	\$ 1,235.25
<b>Rapids City</b>	959	\$ 750.00
<b>Rock Island</b>	39,018	\$ 29,263.50
<b>Rock Island County</b>	17,511	\$ 13,133.25
<b>Silvis</b>	7,479	\$ 5,609.25

**ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY (RICWMA)**

**SOLID WASTE ASSISTANCE GRANT (SWAG)  
FY 14 APPLICATION**

**DUE: OCTOBER 14, 2014**

**I. GENERAL COMMUNITY INFORMATION**

APPLICANT NAME (Entity): \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

CHIEF ELECTED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXPIRATION DATE OF CURRENT TERM: \_\_\_\_\_

**II. DESIGNATED CONTACT INFORMATION**

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**III. SPECIAL SWAG GRANT CONDITIONS**

Units of Local Government, which are members of the Rock Island Waste Management Agency (RICWMA), may apply for a SWAG Grant once per funding cycle. Funding cycles are based on the RICWMA fiscal year, (July 1<sup>st</sup> through June 30<sup>th</sup>), or as authorized by the RICWMA Board.

SWAG Grants are restricted to and must be used for solid waste management and recycling related activities within the applicant jurisdiction. Communities with less than 1,000 citizens may request a maximum grant award of \$750 per funding cycle. Communities with more than 1,000 citizens may request a maximum grant award of \$0.75/capita per funding cycle, based on the corrected 2010 U.S. Census populations.

All grant funds must be fully expended for the stated purpose given in this application. **The community is to expend all funds by the completion deadline of June 30, 2015 and to submit appropriate documentation to this affect to RICWMA no later than July 30, 2015.**

**IV. PROJECT INFORMATION**

COMMUNITY 2010 CENSUS POPULATION: \_\_\_\_\_

MAXIMUM AMOUNT OF SWAG FUNDING REQUESTED: \$\_\_\_\_\_ (Whole Dollars Only)



Council Bill/Resolution No. 1153-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Right to Use Agreement for National Cart Advertising, LLC Services for the right to use approximately 15,500 City trash carts.

WHEREAS, on June 11, 2014, Council directed staff to negotiate a five year use agreement with National Cart Advertising, LLC Services for the purpose of displaying advertising on solid waste cart lids; and

WHEREAS, the term of the agreement is January 1, 2015, through December 31, 2019; and

WHEREAS, anticipated revenues are estimated at \$80,000.00 annually and \$400,000.00 over the life of said agreement.

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 Right to Use Agreement for National Cart Advertising, LLC Services for the right to use approximately 15,500 City trash carts; 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

October 21, 2014

\_\_\_\_\_  
Date

Passed: October 21, 2014

Approved: October 28, 2014

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**RIGHT TO USE AGREEMENT FOR  
NATIONAL CART ADVERTISING, LLC SERVICES**

This RIGHT TO USE AGREEMENT FOR CART ADVERTISING SERVICES (this "Agreement") is entered into as of October 14, 2014, by and between **MOLINE, IL** (the "User") and National Cart Marketing, LLC, a Delaware limited liability company (the "Company").

Recitals:

A. The User currently has in use various curbside trash bins and carts, not including recycling carts, (collectively, "Carts") in areas under the User's control.

B. The Company is in the business of selling and placing advertising materials on trash bins similar to the Carts and desires to provide such services to the User.

C. The User has determined that the Company's Advertising Program (defined in Section 4(a)) is in the best interest of the User as it will increase revenues to the User and help support its operating budget.

D. The User and the Company desire to enter into this Agreement pursuant to which the Company will provide certain advertising materials on the Carts and make certain payments to the User, subject to the terms of this Agreement.

E. This contract is written for the purpose of implementing a five (5) year program city wide throughout Moline commencing on January 15, 2015, and ending on December 31, 2019.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Company's Exclusive Privilege to Use Cart Lids.**

(a) During the Term (defined in Section 6(a)), and subject to the terms and conditions of this Agreement, (i) the Company shall have the exclusive license and right to market, sell and place advertising on all exterior and interior spaces on the lids of the Carts, (ii) all advertising to be placed on the Carts by the User, or by any Person (defined below) on behalf of the User, shall be contracted through the Company, and (iii) the Company shall have the exclusive license and right to replace all of the lids on the Carts with custom designed and patented or patent pending Company-owned lids, which are NCM 96 gallon TOTER-compatible wedge style lids (the "Lids") with the advertising components integral to the Lid and its space and the exclusive right to use any and all items integral to the lid and (iv) the Company will be responsible for replacing damaged Lids. Such licenses and rights shall apply to all Carts in use by or on behalf of the User from time to time during the Term. For purposes of this Agreement, "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(b) On January 15, 2015, the User will have at least 15,000 Carts available for the Company to deploy its Advertising Program on all carts owned and serviced by the City. The Carts shall be located throughout Moline.

(c) The National Cart Marketing shall be solely responsible, at its cost and expense, for the implementation of the Advertising Program, including placing, renewing, changing and maintaining in a neat and proper condition all advertisements on all of the Cart Lids.

2. **Payment.** Within **30** days of the end of each calendar quarter during the Term, the Company shall pay to the User a fractional amount equal to year 2015 - \$6.40, year 2016 - \$6.55, year 2017 - \$6.70, year 2018 - \$6.85, and year 2019 - \$7.00 per 12- month year for each residence serviced by the Company through the Advertising Program (a “Quarterly Payment”). Each Quarterly Payment shall be accompanied by a statement of the number of advertising lids which have been deployed and/or the number of residences serviced.

3. **Company Obligations.** National Cart Marketing, at its own expense, shall pay all costs and expenses associated with maintenance including but not limited to, repairing, cleaning, displaying and removing all advertising on the Lids. The Company, at its own expense, will remove existing lids on the Carts and replace them with the National Cart Lids. The Lids shall be the sole property of the Company. National Cart Marketing shall perform all work, and shall furnish all labor, necessary supplies, supervision and organization necessary for the proper repair, placement, display and removal of their advertising and Cart Lids. The costs and responsibility of deployment, removal, maintenance and emptying of the Carts shall exclusively be borne by the City of Moline. The original lids will be removed by the Company and retained and owned by the City of Moline. The original advertising lids installed for the pilot program will all be exchanged with the newly designed Lids before implementing the program anywhere else in the City of Moline.

4. **Advertising Program.**

It is agreed that this program will utilize the Lids on all City of Moline Carts. Residents that have opted out of the program shall still get the Lids less the advertising for uniformity. For any residents opting out of the program, \$6.40, and the associated payment escalations as defined in #2 above, will be deducted from the payments due to the User by the Company for the term of the contract. Additionally, during the first quarter of the contract only, the User will be charged \$16.00 for the first 50 opt – outs, using the Lids and NCM will pay for the next 50 opt – outs. If there are additional opt – outs exceeding 100, the \$16.00 cost will be shared equally between the two parties during the first quarter only, with no additional User charges to follow. These charges, if they occur, will be netted against payments due to the User, due in full, for the first quarter of the contract. Unless specifically requesting to opt – out all cart Lids will be populated.

(a) The Company shall have the sole right to implement from time to time its advertising program on the Lids (the “Advertising Program”), including determining the type of advertising and content to be placed on the Cart Lids and the information that is produced by the Lid and its components. The Company will be sensitive to community values and will use its

commercially reasonable efforts to meet general guidelines of acceptability regarding the placement of advertising on the Lids. The following types of advertising shall not be accepted by the Company for placement on the Lids.

- (i) Advertisements prohibited by federal, state or local law.
  - (ii) Advertisements containing feminine hygiene products or contraceptives of any kind or nature.
  - (iii) Advertisements of a sexually explicit nature or advertisements which promote shows, movies, pictures, books or other materials, exhibitions or performances of a sexually explicit nature.
  - (iv) Advertisements that are offensive to moral standards.
  - (v) Advertisement copy that is contrary to the best interest of the User, as determined by User.
  - (vi) Advertisements which could reasonably be deemed to be slanderous or libelous.
  - (vii) Advertisements that promote politicians or a political agenda.
- (b) During the Term, the User shall have the right to promote itself as a program sponsor of the Advertising Program.

#### 5. **Term and Termination.**

- (a) The term of this Agreement shall be for a period of five (5) years commencing January 1, 2015, and ending December 31, 2019 (the "Term"), unless sooner terminated as hereafter provided.
- (b) If the Company defaults in the performance of any of the obligations of the User contained herein to be performed, and such default shall continue for a period of 30 days after the User has notified the Company in writing of the Company's default hereunder and the Company has failed to correct such default within such 30 days, the User may, at its option, terminate this Agreement.
- (c) If the User defaults in the performance of any of the obligations of the Company contained herein to be performed and such default or neglect shall continue for a period of 30 days after the Company has notified the User in writing of the User's default hereunder and the User has failed to correct such default within such 30 days, the Company may, at its option, terminate this Agreement.
- (d) Either Party may terminate this agreement with 90 days written notice.

(e) User shall deploy the Carts as set forth on Schedule A to this Agreement. If User fails to deploy the specified number of carts within the time frame set forth on Schedule A, the Company may, at its option, terminate this Agreement with 90 days notice.

(f) User shall maintain local staff for the purpose of maintaining the lids. A local phone number will be provided to Moline for requesting service and maintenance of the Lids.

(g) Following the expiration or earlier termination of this Agreement, (i) the Company shall pay all Monthly Payments to the User which are due and payable as of the date of such termination and forfeit in its entirety the required performance bond; (ii) the Company shall have the right to remove all advertisements from the Carts and the right to retrieve all Company owned Lids, all of which shall remain the sole property of the Company; (iii) the Company shall have the right of first refusal for the use of the Carts for any advertisements with such right surviving termination of the Agreement for 2 years after the expiration of the Agreement; (iv) the Company shall remove its Lids and re-install the User's lids within 60 days of termination. If Company has not removed its Lids and/or re-installed User's lids within 60 days, User may do so at the sole cost and expense of the Company; and (v) the parties shall have no further obligations under this Agreement.

6. **Indemnity.** The Company shall indemnify, defend and hold harmless the User from and against claims, damages, losses and expenses including reasonable attorney's fees, arising out of, resulting from, or related to the Company's actions in connection with this Agreement, including any bodily injury, sickness, disease, death or injury to or destruction of tangible or intangible property; provided that the Company shall have no such obligation to indemnify or hold harmless the User for any such losses, claims, damages and expenses arising out of or resulting from the gross negligence or willful misconduct of the User.

7. **Insurance.**

(a) The Company shall purchase such insurance as shall protect the Company from claims which may arise out of or result from the Company's operations under the Agreement for which the Company may be legally liable, whether such operations be by the Company itself or by anyone directly or indirectly employed by the Company or by anyone for whose acts, any of them, may be liable. The insurance required shall be written for not less than the following amounts:

Workers' Compensation	-	Statutory
Commercial General Liability		
Bodily Injury and Property Damage	-	\$1,000,000 combined single limit each occurrence
	-	\$2,000,000 Aggregate
Property Damage Liability	-	\$500,000 per occurrence
Employer's Liability	-	\$1,000,000 per occurrence
Hired/non-owned Auto Liability	-	\$1,000,000 [per occurrence]
Umbrella/Excess	-	\$2,000,000 Aggregate

(b) All liability insurance policies shall be written on an occurrence basis only, shall be endorsed to add the City of Moline, its official agents, and employees as an additional insured as related to this Agreement and shall be maintained without interruption from the date of the commencement of the work until the date of termination. All insurance coverages are to be placed with an insurance company authorized to do business in the State of Illinois and shall be placed with an insurer that has an AM best rating of not less than A-:VII, unless specific written approval has been granted by the User to deviate from this requirement. The Company shall not commence work under this contract until the Company has obtained all insurance required under this section and such insurance has been approved by the User. All certificates of insurance evidencing such coverages shall be filed with the Agreement showing the specific limits of insurance coverage required and any deductibles required. Such certificate shall specifically state the insurance policies are to be endorsed to require the insured to provide the User thirty (30) days' notice of cancellation, non-renewal, or any material reduction of insurance coverage.

8. **Independent Company.** It is agreed that the Company shall perform under this Agreement as an independent company with the sole control of the manner and means of performing the services required under this Agreement. The Company is, for all purposes arising out of this Agreement, an independent company and none of the Company's officers, agents or employees shall be entitled to any benefits which the User's employees are entitled, including overtime, retirement benefits, workers' compensation benefits, and injury leave or other benefits. Further, it is expressly understood that the Company, its officers, agents and employees are acting on their own behalf and are acting without supervision or approval from the User.

9. **Notice.** All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand shall be deemed given when received and notices by nationally recognized private carrier shall be deemed given on the first business day following deposit with such carrier. All notices shall be addressed as follows:

If to the Company:

National Cart Marketing, LLC  
139 Whittaker Street  
New Buffalo, MI 49117  
Attention: Phil Bonello

If to the User:

City of Moline Public Works  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265  
Attention: Doug House

With a copy to:

City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Attention: Maureen Riggs, City Attorney

10. **Compliance with Law.** In the performance of this Agreement, the Company agrees that it shall comply with all federal, state and local laws, ordinances, rules and regulations as may be applicable to the operations engaged in hereunder.

11. **Assignment and Delegation.** Neither party shall assign any interest in this Agreement, nor delegate any duty arising under this Agreement, to any Person without the prior written consent of the other party.

12. **Binding Effect; Benefit.** This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any Person other than the parties, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute a single instrument. Execution and delivery of this Agreement and all documents required hereby by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

14. **Entire Agreement.** The Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter.

15. **Representations.** No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party to the other party unless expressly stated in this Agreement. Neither party has relied on any verbal representations, agreements or understandings not expressly set forth in this Agreement.

16. **Governing Law.** This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois without regard to conflict of law principles. Each party submits to the jurisdiction of the State of Illinois and any court situated in Rock Island County, Illinois.

17. **Non-Waiver.** The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by such party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

18. **Severable Provisions.** The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual interest and no rules of strict construction shall be applied.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**COMPANY**

NATIONAL CART MARKETING, LLC

By: \_\_\_\_\_  
Name: Philip H. Bonello  
Title: President and CEO  
Address: 139 North Whittaker Street  
New Buffalo, MI 49117

**USER**

CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_  
Name: Scott Raes  
Title: Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk  
Address: 619 16<sup>th</sup> Street  
Moline, IL 61265

Schedule A

Date	Number of Toter 96 Gallon Carts to be deployed by User
January 15, 2015	10,370
No later than February 1, 2015	5,185

Council Bill/Resolution No. 1154-2014

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

A RESOLUTION

AUTHORIZING approval of a change order to the asbestos abatement contract with Environmental Management Services of Iowa, Inc., for the removal and disposal of additional asbestos in the building located at 1217, 1219 and 1221 5<sup>th</sup> Avenue, Moline.

\_\_\_\_\_

WHEREAS, the City recently purchased the former Ray's Appliance property located at 1217, 1219 and 1221 5<sup>th</sup> Avenue, Moline, with the intention of demolishing the building located thereon; and

WHEREAS, prior to the demolition, it is necessary to remove the environmental hazards in the structure; and

WHEREAS, the City Council recently authorized the Mayor and City Clerk to accept a proposal with Environmental Management Services of Iowa, Inc. (hereinafter "EMSI"), for the removal of said environmental hazards in the structure in the amount of \$19,810.00 via Resolution No. 1112-2014, which was passed on August 12, 2014, and approved on August 26, 2014; and

WHEREAS, EMSI began the asbestos removal and found additional asbestos in floor tiles located underneath a layer of plywood flooring as well as in some building material located behind the aggregate façade on the front of the building; and

WHEREAS, the cost to remove the additional asbestos is approximately \$33,600.00 plus lift rental costs; and

WHEREAS, pursuant to Section 27-3103 of the Moline Code of Ordinances, change orders over \$20,000.00 need to be approved by the City Council.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval for a change order to the contract with Environmental Management Services of Iowa, Inc., for the removal and disposal of additional asbestos in the building located at 1217, 1219 and 1221 5<sup>th</sup> Avenue, Moline; provided, however, that said proposal is in substantially similar 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

October 21, 2014  
\_\_\_\_\_  
Date

Passed: October 21, 2014  
Approved: October 28, 2014

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

Approved as to Form:

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

**PROPOSAL**

**ENVIRONMENTAL MANAGEMENT SERVICES OF IOWA, INC.**

5170 WOLFF ROAD, #2  
DUBUQUE, IOWA 52002-2563  
PHONE: (563) 583-0808

FAX: (563) 583-2206

<b>PROPOSAL TO:</b> City of Moline Attn: Ms. Erica K. Williams	<b>PHONE:</b> (309) 524-2363 <a href="mailto:ewilliams@moline.il.us">ewilliams@moline.il.us</a>	<b>DATE:</b> September 22, 2014
<b>STREET:</b> 619 - 16th Street	<b>JOB:</b> Asbestos Removal	
<b>CITY, STATE, ZIP:</b> Moline, IL 61265	<b>JOB LOCATION:</b> Commercial Building, 1217, 1219, & 1221 5th Avenue, Moline, IL	

**We hereby submit specifications and estimates for:**

**Additional Asbestos Removal:**

Removal and disposal of approximately 640 sq. ft. of asbestos 9" X 9" floor tile (under 12" X 12" floor tile and underlayment) from the First Floor South area of 1219 - 5<sup>th</sup> Avenue.

Price Complete ..... \$4,800.00

Removal and disposal of asbestos cement board panels with attached aggregate from the exterior store fronts of 1217, 1219, & 1221 - 5<sup>th</sup> Avenue.

Price Complete ..... \$16.00 per sq. ft.

Lift Rental ..... at Cost

**NOTE:** The prices are based on Prevailing Wage Rates.

**\*WI JOBS ONLY:** If awarded this project, there will be an additional notification fee, if applicable, added to the price quoted as this fee is required by the WI DNR. The fees range from \$50.00 to \$1,325.00 depending on the type of project.

**\*IL JOBS ONLY:** If awarded this project, there will be an additional \$150.00 notification fee, if applicable, added to the price quoted as this fee is required by the IL EPA. Price does not include the cost of required air clearance samples.

**\*SCHOOL PROJECTS ONLY:** Prices do not include the cost of project management, if applicable, or air clearance samples that are required to be taken by an Independent Air Sampling Professional at the end of a school project. Schools will be billed directly by the Project Manager and/or Air Sampling Professional.

All work will be performed in accordance with OSHA asbestos standard for construction industry, 29 CFR 1926.1101 and USEPA National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Asbestos Regulations, 40 CFR 61 Subpart A & M. All work will be performed by AHERA licensed individuals regularly engaged in asbestos removal.

**We propose**

**Hereby to furnish materials, equipment and labor, complete in accordance with the above specifications, for the sum of Prices Stated Above**

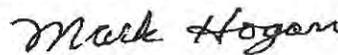
**Payment to be made as follows:**

**Net 10 days from receipt of invoice / 1.5% Past Due**

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Iowa Contractors License No. 2357  
IL Asbestos Contractor Permit No. 500-0482  
WI Contractor Permit No. CAP-13150

Authorized Signature:



Mark Hogan, President

**NOTE:** This proposal may be withdrawn if not accepted within 30 days.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

