

## Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, January 24, 2012

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### Proclamations

Proclamation from the Big Brothers-Big Sisters that declared January as “Mentoring Month.”

### Informational

Contracting of Professional Services (Scott Hinton, City Engineer)

### Questions on the Agenda

### Agenda Items

1. **Request for acceptance of a Deed of Dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, and 11-68** (Chris Mathias, Property Management Coordinator)
2. **17<sup>th</sup> Avenue Tank Rehab Project - Engineering Services.** (Greg Swanson, Utilities General Manager)
3. **Extension of TIF #2** (Ray Forsythe, Planning & Development Director)
4. **Equitable Sharing Agreement and Certification** (Kim Hankins, Police Chief)
5. **Other**

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# Explanation

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**1. Request for acceptance of a Deed of Dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, and 11-68** (Chris Mathias, Property Management Coordinator)

**Explanation:** The City of Moline requests acceptance of a deed of dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, 11-68. The Village of Milan has already installed sanitary sewer mains across the property. This easement is required to allow the municipalities to maintain the sanitary sewer in the future, as well as any other future utilities that are placed in the easement. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Planning & Development will record.  
**Goal Impacted:** Improved City Infrastructure & Facilities

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**2. 17<sup>th</sup> Avenue Tank Rehab Project - Engineering Services.** (Greg Swanson, Utilities General Manager)

**Explanation:** Major rehabilitation of Moline's 750,000 gallon welded steel elevated water storage tank is scheduled to occur in 2012. This storage tank was previously inspected and evaluated by Tank Industry Consultants Inc. (TIC). TIC is a professional engineering firm that provides specialized technical services relating to the construction, evaluation and rehabilitation of water storage tanks.

Staff recommends that the City retain TIC professional engineering services for subsequent phases of this project. TIC prepared the comprehensive written evaluation report that preceded the planned work and possesses thorough understanding of the project goals and requirements. TIC has previously demonstrated its technical competence to the City when it provided comparable professional engineering services for the 42<sup>nd</sup> Street tank rehabilitation project. This project was completed in 2008 with excellent results.

The specific professional engineering services required for the current project include preparation of specifications, bidding services, resident inspection services and contract administration. Tank Industry Consultants Inc. (TIC) has submitted a proposal to provide the required engineering services for an amount not-to-exceed \$60,000.00.

Chapter 27, PURCHASING, of the Moline Code of Ordinances provides for the selection of professional engineering services based on an existing satisfactory relationship. If the City has a satisfactory relationship with a qualified engineering firm, City staff is allowed to negotiate terms of a contract with that firm without soliciting qualifications from other firms for the service. TIC meets this requirement and, therefore, staff proposes to enter a contract with TIC without soliciting qualifications from other potentially qualified firms. Additional documentation attached.

**Staff Recommendation:** Staff recommends acceptance of Tank Industry Consultant Inc.'s proposal to provide the required professional engineering services, in an amount not to exceed \$60,000.00.  
**Fiscal Impact:** \$700,000.00 is included in the FY2012 water budget for this project: \$50,000.00 in 310-1718-434.03-23 and \$650,000.00 in 310-1718-434.08-45.  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Improved City Infrastructure & Facilities

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### 3. Extension of TIF #2 (Ray Forsythe, Planning & Development Director)

**Explanation:** On February 8, 2011 Senator Jacobs submitted SB 165 related to the extension of One Moline Place TIF District. The Bill amends the Tax Increment Allocation Redevelopment Act in the Illinois Municipal Code. It provides that the redevelopment project in the TIF district created by an ordinance that was adopted on October 27, 1998, by the City of Moline must be completed by December 31 of the 35th year (now, the 23rd year) after the year in which the ordinance was adopted. The Bill passed the Senate on March 3, 2011. Representative Verschoore submitted a similar bill on March 3, 2011 which was approved and sent to the Governor. The Governor signed the Bill on December 16, 2011. As part of the request to extend the TIF, the City obtained a letter of support from all the taxing districts that are affected. The City Council must now approve an Ordinance extending the TIF from its current expiration of October 27, 2021 to 2033. The purpose of the extension is to allow the City to recoup funds that have been expended on the project.

**Staff Recommendation:** Approve  
**Fiscal Impact:** Additional TIF funds  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Quality Neighborhoods & Vibrant Downtown

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### 4. Equitable Sharing Agreement and Certification (Kim Hankins, Police Chief)

**Explanation:** The Federal Government requires that the Police Department annually enter into a formal Equitable Sharing Agreement and Certification within 60 days of the end of the fiscal year in order to participate in the federal equitable sharing program. The agreement sets forth the restrictions on the use of federally forfeited cash, property, proceeds, and any interest earned thereon, and certifies the amount of receipts and expenditures during the past fiscal year. Additional documentation attached.

**Staff Recommendation:** Approve  
**Fiscal Impact:** Allows receipt of Federal Forfeiture Funds and Property  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City

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EXHIBIT "A"

TAX PARCELS NO. 11-64, 11-64-C, 11-68

DEED OF DEDICATION

The Grantor, CITY OF MOLINE, hereby grants, conveys, warrants and dedicates to the Grantee, THE CITY OF MOLINE, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

LEGAL DESCRIPTION AND PLAT ATTACHED

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: PERMANENT UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Donald P. Welvaert, Mayor

By: \_\_\_\_\_  
Donald P. Welvaert, Mayor

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

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

Approved as to form:

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

Return to Grantee's Address:  
City of Moline  
619 – 16<sup>th</sup> Street  
Moline, IL 61265

EXHIBIT "A"

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF ROCK ISLAND        )

I, \_\_\_\_\_, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **DONALD P. WELVAERT**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in person and acknowledged that he/she signed, and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notorial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor, Grantee or Representative

## UTILITY EASEMENT

Part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, in the County of Rock Island, State of Illinois, more particularly described as follows;

Commencing at the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30;

Thence South 88 degrees 34 minutes 14 seconds East along the south line of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 697.86 feet to the northeasterly right of way line of Knoxville Road;

Thence northwesterly 238.56 feet along said northeasterly right of way line and the arc of a curve to the left, not tangent to the last described course, having a radius of 859.03 feet, a chord bearing of North 37 degrees 30 minutes 47 seconds West, and a chord distance of 237.79 feet to the Point of Beginning;

Thence continuing northwesterly 105.07 feet along said northeasterly right of way line and the arc of a curve to the left having a radius of 859.03 feet, a chord bearing of North 48 degrees 58 minutes 22 seconds West, and a chord distance of 105.00 feet;

Thence North 41 degrees 00 minutes 27 seconds East, a distance of 479.21 feet;

Thence South 55 degrees 28 minutes 54 seconds East, a distance of 128.83 feet;

Thence easterly 157.35 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of South 72 degrees 49 minutes 12 seconds East, and a chord distance of 154.96 feet;

Thence North 06 degrees 53 minutes 28 seconds West, a distance of 182.27 feet;

Thence North 74 degrees 03 minutes 57 seconds East, a distance of 79.04 feet;

Thence North 25 degrees 18 minutes 37 seconds East, a distance of 75.16 feet;

Thence North 13 degrees 37 minutes 17 seconds West, a distance of 86.88 feet;

Thence North 40 degrees 57 minutes 52 seconds West, a distance of 106.45 feet;

Thence North 13 degrees 22 minutes 54 seconds West, a distance of 142.94 feet;

Thence North 29 degrees 59 minutes 47 seconds West, a distance of 58.96 feet;

Thence North 07 degrees 33 minutes 09 seconds West, a distance of 178.48 feet to the north line of the northeast quarter of the southwest quarter of said Section 30;

Thence South 88 degrees 27 minutes 51 seconds East along said north line, a distance of 40.01 feet;

Thence South 07 degrees 33 minutes 09 seconds East, a distance of 164.30 feet;

Thence South 29 degrees 59 minutes 47 seconds East, a distance of 56.86 feet;

Thence South 13 degrees 22 minutes 54 seconds East, a distance of 138.96 feet;

Thence South 40 degrees 57 minutes 52 seconds East, a distance of 106.37 feet;

Thence South 13 degrees 37 minutes 17 seconds East, a distance of 110.74 feet;

Thence South 25 degrees 18 minutes 37 seconds West, a distance of 107.42 feet;

Thence South 74 degrees 03 minutes 57 seconds West, a distance of 63.02 feet;

Thence South 06 degrees 53 minutes 28 seconds East, a distance of 149.75 feet;

Thence northeasterly 313.91 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of North 46 degrees 25 minutes 29 seconds East, and a chord distance of 295.19 feet;

Thence northerly 12.76 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 460.00 feet, a chord bearing of North 11 degrees 02 minutes 30 seconds East, and a chord distance of 12.76 feet;

Thence South 72 degrees 07 minutes 54 seconds East, a distance of 192.95 feet;

Thence easterly 210.01 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 210.00 feet, a chord bearing of North 79 degrees 13 minutes 13 seconds East, and a chord distance of 201.37 feet;

Thence North 50 degrees 37 minutes 19 seconds East, a distance of 100.00 feet;

Thence northeasterly 176.79 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 440.00 feet, a chord bearing of North 62 degrees 04 minutes 58 seconds East, and a chord distance of 175.61 feet;

Thence South 10 degrees 31 minutes 45 seconds East, a distance of 493.82 feet;

Thence South 33 degrees 43 minutes 05 seconds East, a distance of 107.72 feet;

Thence South 23 degrees 03 minutes 06 seconds East, a distance of 35.87 feet;

Thence South 51 degrees 48 minutes 06 seconds East, a distance of 66.89 feet;

Thence South 00 degrees 41 minutes 54 seconds West, a distance of 5.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 254.55 feet;

Thence South 11 degrees 48 minutes 06 seconds East, a distance of 189.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 228.27 feet to the east line of the northwest quarter of the southeast quarter of said Section 30;

Thence South 00 degrees 33 minutes 15 seconds West along said east line, a distance of 30.00 feet to the southeast corner of the northwest quarter of the southeast quarter of said Section 30;

Thence North 89 degrees 18 minutes 06 seconds West along the south line of the northwest quarter of the southeast quarter of said Section 30, a distance of 262.67 feet;

Thence North 11 degrees 48 minutes 06 seconds West, a distance of 178.76 feet;

Thence North 89 degrees 18 minutes 06 seconds West, a distance of 301.66 feet;

Thence North 00 degrees 41 minutes 54 seconds East, a distance of 45.81 feet;

Thence North 23 degrees 03 minutes 06 seconds West, a distance of 58.13 feet;

Thence North 33 degrees 43 minutes 05 seconds West, a distance of 112.19 feet;

Thence North 10 degrees 31 minutes 45 seconds West, a distance of 414.24 feet;

Thence southwesterly 95.77 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 360.00 feet, a chord bearing of South 58 degrees 11 minutes 35 seconds West, and a chord distance of 95.49 feet;

Thence South 50 degrees 34 minutes 19 seconds West, a distance of 100.00 feet;

Thence westerly 290.00 feet along the arc of a curve to the right having a radius of 290.00 feet, a chord bearing of South 79 degrees 13 minutes 13 seconds West, and a chord distance of 278.07 feet;

Thence North 72 degrees 07 minutes 54 seconds West, a distance of 112.36 feet;

Thence westerly 592.00 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 340.00 feet, a chord bearing of South 74 degrees 34 minutes 19 seconds West, and a chord distance of 520.00 feet;

Thence North 55 degrees 28 minutes 54 seconds West, a distance of 32.25 feet;

Thence South 41 degrees 00 minutes 27 seconds West, a distance of 410.67 feet; to the Point of Beginning.

The above described parcel contains 238,250 square feet or 5.469 acres, more or less as shown by the attached Plat of Survey.

For the purpose of this description North is based on the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (1997 Adjustment).

# UTILITY EASEMENT

OF  
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART  
OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4th PRINCIPAL MERIDIAN,  
COUNTY OF ROCK ISLAND, STATE OF ILLINOIS

## LEGEND

- 5/8" DIA. REBAR, FOUND
- 1/2" SQ. PIN, FOUND
- LOT LINE
- ..... UNDERLYING LOT LINE
- - - - - PROPOSED EASEMENT LINE
- - - - - EXISTING EASEMENT LINE
- SECTION LINE
- R.O.W. LINE
- - - - - INCORPORATION LINE

BASIS OF BEARINGS  
Illinois State Plane Coordinate System,  
West Zone, NAD 1983 (1987 Adjustment)



100' 0 100' 200'

SCALE: 1" = 100'

REVISIONS

DESCRIPTION

No.

DATE

TIC  
TANK  
INDUSTRY  
CONSULTANTS  
INC.

7740 West New York Street  
Indianapolis, Indiana 46214  
317 / 271-3100 - Phone  
317 / 271-3300 - FAX

Bolingbrook, Illinois  
630 / 226-0745

Pittsburgh, Pennsylvania  
412 / 262-1586

Houston, Texas  
281 / 367-3511

June 24, 2011  
Revised and Resubmitted January 10, 2012

Mr. Gregory A. Swanson  
City of Moline  
30 18th Street  
Moline, Illinois 61265-3053

RE: Professional Services associated with the Rehabilitation of the  
750,000 Gallon 17<sup>th</sup> Avenue Elevated Water Storage Tank  
TIC Project # H890.003

Dear Greg:

As you requested, Tank Industry Consultants is pleased to provide this revised proposal for engineering and inspection services associated with the rehabilitation of the 17<sup>th</sup> Avenue Tank. The proposal has been revised to reflect 2012 hourly rates for time and expenses services. If a complete clean and paint of the exterior is the selected alternative, the project should take approximately 110 calendar days. I have revised the construction phase service estimates to reflect the project duration for the topcoating option.

The tank was evaluated by Tank Industry Consultants in October of 2008. If the City would like to consider topcoating the tank exterior, we recommend that adhesion tests be performed on the exterior coatings to verify that the adhesion is still adequate to accept a topcoat. The fee for TIC to visit the tank site to perform the adhesion testing and prepare a brief letter report of the results will be a fixed \$1,650. If the City plans to completely clean and paint the exterior of the tank, this site visit and testing will not be required.

For budgetary purposes, we recommend that you increase the cleaning and painting costs provided in the 2008 certified engineering report by about 20% to allow for price increases in the ensuing years. If the tank can be out of service during the summer months, it is likely you would obtain the most competitive pricing from contractors for work then when a majority of tank owners cannot take their tanks out of service for rehabilitation. Within the project specifications, we can include alternative bid items for spring and summer work so you can evaluate the impact on your budget and system.

*An Employee-Owned Company*

### ***Preparation of Specifications***

This phase will encompass the design and preparation of the detailed plans and specifications based on the work authorized by the City of Moline. TIC will review the evaluation report with you and discuss in detail the most appropriate scope of work within your budgetary constraints. Based on the findings of the 2008 evaluation, it appears that the following is the anticipated scope of work:

- Spot Clean and Topcoat the Tank Exterior (if adhesion of the existing coating is still satisfactory) with Containment
- Spot Clean and Spot Coat the Interior Dry
- Complete Clean and Paint the Interior Wet with a 2-Coat Epoxy Coating System
- Miscellaneous Chipping and Grinding
- Seam Sealing
- Pit Repair
- Grout Repair
- Modify Access Tube-to-Roof Interface
- Relocate Roof Manhole
- Modify Overflow Pipe Discharge
- Modify Roof Railing Toe Bar
- Replace Base Cone Ladder
- Modify Support Column Ladder and Safe-Climbing Device
- Modify Access Tube Ladder
- Modify Top Platform Access Opening
- Install Clog-Resistant Vent

A detailed construction cost estimate will be provided during the design phase for the actual scope of work being designed.

The fee for Tank Industry Consultants to provide design services for the above scope of work will be \$9,500. A pre-bid meeting would increase these fees, but it is not anticipated that one will be necessary.

### ***Bidding Services***

TIC will assist the City in obtaining competitive and qualified bids. Rather than relying upon the *Dodge Reports* or other local and regional advertising, TIC will recommend a number of qualified bidders to whom the Notice to Bidders should be sent.

Once the bids have been received, TIC can:

- Tabulate the bids
- Review the bids

- Check for signatures, bonds, and insurance
- If necessary, investigate the low bidder
- Recommend award to the lowest and most qualified bidder

The fee for Tank Industry Consultants to provide these services will be a fixed fee of 1,250. This fee is based on TIC not attending the bid opening, but rather reviewing the bids in our offices.

### ***Construction Phase Services***

**Resident Project Representation:** The resident observation of the contractor's workmanship is the most important part of this project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our entire staff of civil, structural, chemical, and mechanical engineers and support personnel, including our NACE Certified Field Services Manager, Field Supervisors, and Contract Administrator are available for supplemental technical support for any special problems that might occur.

**Daily Progress Reports:** TIC's technician will furnish the City of Moline and the contractor with a written report for each day's evaluation. The reports will address, at a minimum, the following items:

- Temperature of steel
- Weather conditions
- Temperature
- Wind velocity and direction
- Relative humidity
- Dew point
- Location and quality of work performed and compliance with the project documents
- Paint batch numbers
- Surface profile
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of men and equipment on the job
- Recommendations made
- Estimated completion date
- Other pertinent data as required or requested

The following equipment (at a minimum) will be utilized by TIC to monitor the work:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70 (available)
- AWWA Standards D100-11 and D102-11
- Testex Press-O-Film Profile Measurement System

- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Adhesive Force Measurement Device (if required)
- Tooke Gage (if required)

**Contract Administration:** Once a tank rehabilitation project begins, TIC will be available to consult with and advise the City concerning any portion of the tank rehabilitation and repainting project. TIC can also perform all contract administration and project administration as specifically requested. The contract administration items could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and all subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. The 2012 rate structure is attached for your review. The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project. Based on our experience with similar projects we *estimate* the following:

Resident Project Representation\*:

11 - 13 weeks @ approx \$4,000/week based on 45-hr wk	\$44,000 - \$52,000
Contract Administration:	\$3,000
Subcontract Laboratory Analysis:	\$2,000

\*A minimal amount of time may be charged for the field technician's preparation of documentation in addition to on-site time.

### ***First Anniversary Evaluation***

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition.

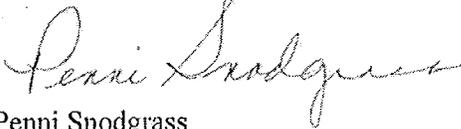
The fee for this evaluation will be a fixed fee of \$2,350.

To proceed with this project, please sign the two copies of the enclosed Standard Agreement and forward one original to us. After receipt of this agreement, TIC will forward certificates of insurance to the City of Moline for this project and will contact you to schedule any required field work.

We look forward to again working with you and the City on this project. If you have any questions or comments, please contact me.

Sincerely,

Tank Industry Consultants



Penni Snodgrass  
Sales and Marketing Manger

**Tank Industry Consultants**  
7740 West New York Street  
Indianapolis, Indiana 46214

**Professional Services**  
**2012 Rate Structure**  
Effective January 1, 2012 through December 31, 2012

**Long-Term Resident Observation**

Technician (travel and on-job time)	\$59.00 per hour
Overtime Premium (over 40 hrs/week)	\$30.00 per hour
Minimum 32 hours per week	
Per Diem	\$115.00 per day

**Spot Observation**

Technician (travel and on-job time)	\$82.00 per hour
Per Diem	\$134.00 per day with lodging \$46.50 per day without lodging
Support Staff	Hourly Rates Shown Below

**Engineering and Support Staff**

Field Services Manager/Contract Administrator	\$100.00 per hour
Field Superintendent/NACE Certified Technician	\$98.00 per hour
Overtime Premium (over 40 hrs/week)	\$49.00 per hour
Minimum 32 hours per week	
Project Manager	\$105.00 per hour
Engineer - E.I.	\$91.00 per hour
Professional Engineer	\$128.75 per hour
Licensed Senior Professional Engineer	\$190.50 per hour
Licensed Principal Engineer	\$225.00 per hour
Licensed Senior Principal Engineer	\$250.00 per hour
Safety Director	\$130.00 per hour
Clerical	\$51.50 per hour

**Direct Expenses**

- A charge of \$10.00 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other miscellaneous costs.

**Mileage**

- \$0.72 per mile per vehicle from nearest office  
Indianapolis, IN • Bolingbrook, IL • Pittsburgh, PA • Houston, TX • El Paso, TX

**Reimbursable Expenses**

- Travel by public transportation at cost, plus 10%.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost plus 10%.

**Subcontract Laboratory Analysis (Fees are doubled for rush service)**

- Total Lead in Samples by Atomic Absorption Spectroscopy \$115.00 per sample
- Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy \$237.00 per sample
- Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure \$485.00 per sample

## Standard Form of Agreement between Owner and Engineer for Professional Design and Project Representation Services

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the City of Moline located at 30 18th Street, Moline, Illinois 61265-3053, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

### SECTION 1 - SERVICES OF ENGINEER

- 1.1. The ENGINEER agrees to provide professional design services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.2. The ENGINEER agrees to provide professional bidding services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.3. The ENGINEER agrees to provide professional contract administration services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.4. The ENGINEER agrees to provide professional project representation services to monitor the contractor's workmanship as outlined in the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012 and as specifically defined as follows:
- 1.5. The duties of the ENGINEER shall be:
  - a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
  - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these visits and reports to the OWNER.
  - d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.
  - e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.
  - f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.
- 1.6. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:
  - a. The ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.
  - b. The ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.
  - c. The ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.
  - d. The ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  - e. The ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
  - f. The ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

### SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

- 2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4. Review all of ENGINEER's submittals and provide comments and input to allow ENGINEER's work to meet OWNER's objectives.
- 2.5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.6. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.7. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

**SECTION 3-PAYMENTS TO ENGINEER**

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated June 24, 2011 and revised January 10, 2012. The OWNER shall issue payment to ENGINEER within 30 calendar days of receipt of properly submitted invoice.

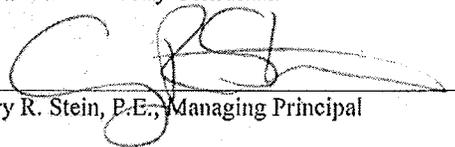
**SECTION 4-TERMS AND CONDITIONS**

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by the OWNER and others for the Project; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.
- 4.3. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.
- 4.4. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to the OWNER dated June 24, 2011 and revised January 10, 2012 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER:

By:  Managing Principal

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

Dated: January 10, 2012

Dated: \_\_\_\_\_



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires 9-30-2014

- Police Department  
  Sheriff's Office  
  Task Force (Complete Table A, page 2)  
 Prosecutor's Office  
  Other (specify) \_\_\_\_\_

Agency Name: Moline Police Department

NCIC/ORI/Tracking Number: 

I	L	0	8	1	0	6	0	0
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Street Address: 1640 - 6th Avenue

City: Moline

State: IL

Zip: 61265

Contact: Title: Ms.

First: Jody

Last: Walker

Contact: Phone: (309) 524-2230

E-mail: jwalker@moline.il.us

Same as Contact  
 Preparer: First: Jody Last: Walker

Preparer: Phone: (309) 524-2230 E-mail: jwalker@moline.il.us

Last Fiscal Year End: 12/31/2011

Agency Current Fiscal Year Budget:

\$13,771,920.00

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)  
 **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)  
 **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$25,589.01	\$0.00
2	Federal Sharing Funds Received	\$4,675.85	\$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	\$0.00	\$0.00
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$2.51	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$30,267.37	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$8,620.73	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$21,646.64	\$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>	\$0.00	\$0.00
b	Total spent on overtime	\$0.00	\$0.00
c	Total spent on informants, "buy money," and rewards	\$0.00	\$0.00
d	Total spent on travel and training	\$0.00	\$0.00
e	Total spent on communications and computers	\$6,956.88	\$0.00
f	Total spent on weapons and protective gear	\$1,663.85	\$0.00
g	Total spent on electronic surveillance equipment	\$0.00	\$0.00
h	Total spent on buildings and improvements	\$0.00	\$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	<b>Total</b>	\$8,620.73	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds

**Table E: Expenditures in Support of Community-based Programs**

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

**Table F: Windfall Transfers to Other Government Agencies**

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes     No

**If you answered yes to the above question, complete Table I**

**Agency Head**

See ¶ 2 on page

Signature: \_\_\_\_\_  
 Name: Kim Hankins  
 Title: Chief of Police  
 Date: 02/07/2012

**Governing Body Head**

See ¶ 2 on page

Signature: \_\_\_\_\_  
 Name: Donald Welvaert  
 Title: Mayor  
 Date: 02/07/2012

**Subscribe to Equitable Sharing Wire:**

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

<u>khankins@moline.il.us</u>
<u>jwalker@moline.il.us</u>

**Final Instructions:**

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY Entered by _____  Entered on _____ <input type="radio"/> FY End: 12/31/2011 <input checked="" type="radio"/> NCIC: IL0810600    Agency: Moline Police Department <input type="radio"/> State: IL    Contact: Jody Walker	 Date Printed: January 19, 2012 16:34	Phone: (309) 524-2230  E-mail: <a href="mailto:jwalker@moline.il.us">jwalker@moline.il.us</a>
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