

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

**6:30 p.m. – following the Public Hearing**

**Tuesday, December 4, 2012**

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### **Questions on the Agenda**

#### **Agenda Items**

- 1. North Slope Treatment Plant Improvements Project** (Greg Swanson, Utilities General Manager)
- 2. Budget Amendments for FY 2012** (Kathy Carr, Finance Director)
- 3. SouthPark Liaison Officers Staffing Agreement** (Kim Hankins, Interim Public Safety Director)
- 4. Amendment to Chapter 34, pertaining to the return of required deposits for water, sewer and stormwater drainage service.** (Amy Keys, Deputy City Attorney)
- 5. Annual Meetings Schedule for 2013.** (Tracy Koranda, City Clerk)
- 6. Other**

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# Explanation

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## 1. North Slope Treatment Plant Improvements Project – Professional Services Contract (Greg Swanson, Utilities General Manager)

**Explanation:** Staff is seeking authorization to execute a contract with Strand Associates Inc. for professional engineering services relating to the design of the North Slope Wastewater Treatment Plant Improvements Project. City staff has determined that Strand Associates Inc. is best qualified to provide the required professional services for this important infrastructure improvement project. Copies of Strand’s design services proposal and contract are attached. The need for this improvement project and the recommended project plan were discussed in a Committee-of-the-Whole work session on November 27, 2012.

**Staff Recommendation:** Staff recommends execution of the professional services contract with Strand Associates Inc. for design engineering services in a not to exceed amount of \$1, 927,500.00.

**Fiscal Impact:** Funds are budgeted for these services in account #320-1838-433.03-22 in the FY2013 budget.

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

**Goals Impacted:** Improved City Infrastructure & Facilities

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## 2. A Resolution amending Budget Resolution #1198-2010 by authorizing changes to various line items in the budget for FY 2012 (Kathy Carr, Finance Director)

**Explanation:** Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget that avoid any adverse affect to the City’s legal budgetary compliance. Additional documentation attached.

**Staff Recommendation:** Approve

**Fiscal Impact:** Sound Financial Management

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

**Goal Impacted:** Financially Strong City

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## 3. SouthPark Liaison Officers Staffing Agreement (Kim Hankins, Interim Public Safety Director)

**Explanation:** Annual agreement between the City of Moline and AlliedBarton Security Services LLC, setting forth the terms for assignment of three police officers to the SouthPark Mall complex for calendar year 2013. AlliedBarton will reimburse \$129,986 of the projected salary and benefit costs. Additional documentation attached.

**Staff Recommendation:** Approve the agreement.

**Fiscal Impact:** Reimbursement of \$129,986.

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

**Goal Impacted:** Financially Strong City

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**4. Amendment to Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, Section 34-2119, “APPLICATION FOR SERVICE,” pertaining to the return of required deposits for water, sewer and stormwater drainage service. (Amy Keys, Deputy City Attorney)**

**Explanation:** Section 34-2119(b) of the Moline Code of Ordinances requires all applicants for water, sewer and stormwater drainage service to provide a cash deposit in an amount reasonably commensurate with the size of the applicant’s water meter and average consumption history. The Code is silent on whether these deposits are to be returned. Staff recommends amending Section 34-2119 to add subsections that detail the requirements for the return of the required deposit. The new subsections will provide that an owner who establishes a record for prompt and timely payments at a property for two consecutive years, which constitutes eight consecutive bills, receive a refund of their deposit. The return of the deposit will be shown as a credit on the owner’s next bill. The subsections will also clarify that if service is terminated before the return of the required deposit above, then the deposit will be returned as a credit on the applicant’s account. If an owner moves from one property to another, the deposit can be transferred to the new residence. If an owner moves and already had a deposit returned because of the owner’s established record for prompt and timely payments, the owner will not be required to pay a new deposit at their new residence. The amendment will also specifically state that it is the obligation of the owner to notify the City of any changes to the service or billing on the property in writing. Failure to notify the City of the changes results in the owner remaining liable on the account for the property until the City receives written notice of change.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Pamphlet Publication Required  
**Goals Impacted:** None Identified

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**5. Annual Meetings Schedule for 2013. (Tracy Koranda, City Clerk)**

**Explanation:** Pursuant to Ordinance, Staff is required to notify media of the 2013 City Council and Boards & Committee Meetings Schedule. This Ordinance would authorize that notification. Additional documentation attached.

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



October 15, 2012

Mr. Greg Swanson  
 Utilities General Manager  
 City of Moline  
 30 18th Street  
 Moline, IL 61265

Re: Design Services Proposal - North Slope Wastewater Treatment Plant Improvements

Dear Mr. Swanson:

Strand Associates, Inc.<sup>®</sup> is pleased to submit our proposal to provide design services for the City of Moline - North Slope Wastewater Treatment Plant Improvements project. This includes design of a new preliminary treatment facility, including mechanical fine screening and influent pumping, modification to the existing primary clarifiers and aeration tanks, new aeration blowers, two new final clarifiers, a new RAS/WAS Pumping Building, a new chlorine contact tank for disinfection, conversion of existing gas chlorination to liquid sodium hypochlorite, two new sludge holding tanks, conversion of the existing final clarifiers to excess flow clarifiers, upgrades to the existing Control Building, and conversion of the existing DAF Building to a Maintenance Building. The recommended improvements were generally identified as Alternatives HW6, T1 and D2 in the 2012 Wastewater Facilities Plan Report prepared by our firm.

We were selected as the most qualified firm to complete the facilities plan, and we are the most qualified engineering firm to continue with this project due to our familiarity with the completed facilities plan and our extensive experience with wastewater treatment plant design. We have designed and administered the construction of more than 300 wastewater treatment plants. The City is generally aware of our other related Illinois and Midwest design experience; some of our more recent similar projects are listed in the table below along with their construction cost and design fee. We will provide design continuity because of our first-hand knowledge of the details of the facilities plan.

Municipality	Bid Year	Construction Cost	Design Fee	Percent of Construction Cost
Deerfield, IL	2010	\$29,450,000	\$1,800,000	6.1%
Dubuque, IA	2010	\$49,750,000	\$3,000,000	6.0%
Lindenhurst, IL (Phase 3)	2011	\$10,200,000	\$710,700	7.0%
KRMA, Kankakee, IL (Phase 1 - 3)	2012	\$45,400,000	\$2,995,000	6.6%
Waukesha, WI	2012	\$36,000,000	\$2,200,000	6.1%
Bensenville, IL	2013	\$23,500,000	\$1,400,000	6.0%
Moline, IL	2013	\$31,400,000	\$1,900,000	6.0%

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## **Background**

### ■ **Design Services**

We initiate design services with a Project Design Memorandum. This memorandum identifies the project team labor schedule (e.g., process, structural, electrical, HVAC); internal resource requirements, such as CADD and clerical assistance; detailed schedule of deliverables to the City, such as drawings and specifications for review; schedule for quality control reviews; regulatory agency permit and deadline requirements; and the process equipment proposed for use on the project. The memorandum also identifies outside resources required, such as soil borings and a geotechnical report, and an environmental site assessment.

Design services will begin with a request for City information that we do not possess, such as record drawings, specifications for existing work, copies of O&M manuals, and any shop drawings from previous construction. This information can be delivered to us at the project kickoff meeting, which is our first scheduled meeting with the City. A detailed design schedule will be reviewed at the kickoff meeting and engineers from other disciplines on our design team will tour the facility to increase their familiarity with the existing facility. The equipment list identified in the Project Design Memorandum will be reviewed for the City's concurrence. A design-level site survey will be completed.

Following the kickoff meeting, we will check the proposed future treatment plant hydraulic profile and preliminarily locate new structures. After new structures are located, we will prepare a solicitation including the required technical information for the City to obtain quotations for soil borings and a foundation soils report. The City will contract directly with a soils engineering company and arrange for a copy of its report to be delivered to us.

We will begin working with the City to identify preferences for materials and component parts to be specified for the improvements while the soils engineering report is being prepared. These preferences include process and utility pipe materials of construction; valve and gate manufacturers; field instrumentation, motor controls, starters, and drives; SCADA software; heating and ventilating equipment manufacturers; doors and door hardware; windows; and paints and coatings.

Also during this period, process equipment will be sized and requests will be made to equipment manufacturers for quotations and design-level information. It is appropriate at this time to make field trips to observe operating installations as an aid in determining City preferences for equipment, controls, and operating requirements, and costs. Following the selection of preferred equipment manufacturers, final structure sizes and general arrangements will be proposed for City review, comment, and approval.

After receipt of the soils engineering report, structure locations will be finalized and structural design and design detailing will begin. During this period, repeated reviews with City representatives will be completed to obtain and incorporate feedback on design and specification details. Review of drawings is scheduled to allow the City adequate review time. Also at this time, City input will be requested regarding the bonding and insurance requirements for potential bidders for the improvements. We will prepare a document for review and comment by the City's legal and insurance advisors and incorporate their advice in the final bidding documents for the project.

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During the design process, we will complete technical quality control checks at the 30, 60, and 90 percent complete points. We will project construction costs at the 60 and 90 percent complete points with the 90 percent complete cost projection employing detailed quantity takeoffs for equipment, concrete, piping, and other construction materials.

Completed drawings and specifications will be submitted to the Illinois Environmental Protection Agency (IEPA) for its review. The application for the Revolving Loan can be submitted to IEPA any time after the drawings and specifications are submitted for review. We will help complete the major parts of the loan application document and prepare the IEPA construction permit application that is submitted with the drawings and specifications. Our proposed Scope of Services, schedule, compensation, and project team are summarized in the following paragraphs.

### **Scope of Services**

A specific Scope of Services follows:

#### **■ WWTP Miscellaneous Design Services**

- Prepare and submit the IEPA Loan Pre-application.
- Assist the City in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
- Assist the City in obtaining the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. Services include assisting the City in developing a request for proposal for the work. The City will contract directly with the geotechnical engineering firm. (The budgetary cost is projected to be around \$15,000 to \$20,000 for the services of a geotechnical consultant).
- Assist the City in obtaining the services of an environmental site assessment firm for environmental site recommendations for construction at the site. Services include assisting the City in developing a request for proposal for the work. City will contract directly with the environmental site assessment firm. (The budgetary cost projected for Phase 1 services is around \$5,000 to \$7,500, Phase 2 services is around \$15,000 to \$25,000 for an environmental site assessment consultant). If solid, liquid, or potentially hazardous waste or contamination is uncovered, design services related to managing of such wastes or contamination is not included in the proposed fee.
- Assist with obtaining IEPA and City of Moline Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant. Based on a cursory review of available mapping, it does not appear the project will result in floodplain or wetland impacts. If floodplain or wetland impacts are identified, design services related to floodplain or wetland impacts are not included in the proposed fee.

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■ **Design Services**

- Review the design objectives, schedule, and anticipated costs during a kickoff meeting with the City at the onset of the design effort.
- Conduct a design-level site survey to gather site and field measurements to obtain topographic information necessary for this project.
- Further develop schematic and spatial design for preliminary processes recommended in the facilities plan, including more detailed schematics, site and building layout drawings, and hydraulic calculations.
- Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements. This effort will include finalization of calculations required to design the components.
- Prepare layouts of the site and each new or modified structure.
- Review layout, equipment selection, and proposed facilities in a meeting with the City at approximately 15 percent completion. This meeting will be held to finalize the design parameters.
- Prepare Contract Documents, drawings, and specifications to permit the project to be competitively bid and then awarded as a single prime construction contract.
- Meet with the City to obtain input and concurrence with the design. Attend four additional review meetings that will generally be held at 30, 60, 90, and 100 percent drawing completion.
- Prepare an opinion of probable construction cost based on the final Contract Documents.
- Submit three copies of the final Contract Documents to the City for review and comment.
- Prepare and assist the City in submitting the application for a construction permit required by IEPA and submit the drawings and specifications to IEPA.
- Incorporate comments from the City and IEPA. Submit three copies of the revised Contract Documents to the City and IEPA.

**Schedule**

With the City's authorization to proceed (signing of agreement on or about November 6, 2012), we anticipate submitting the drawings and specifications to IEPA by September 30, 2013. The actual completion date of design services will be dependent on City and agency schedule and review time requirements.

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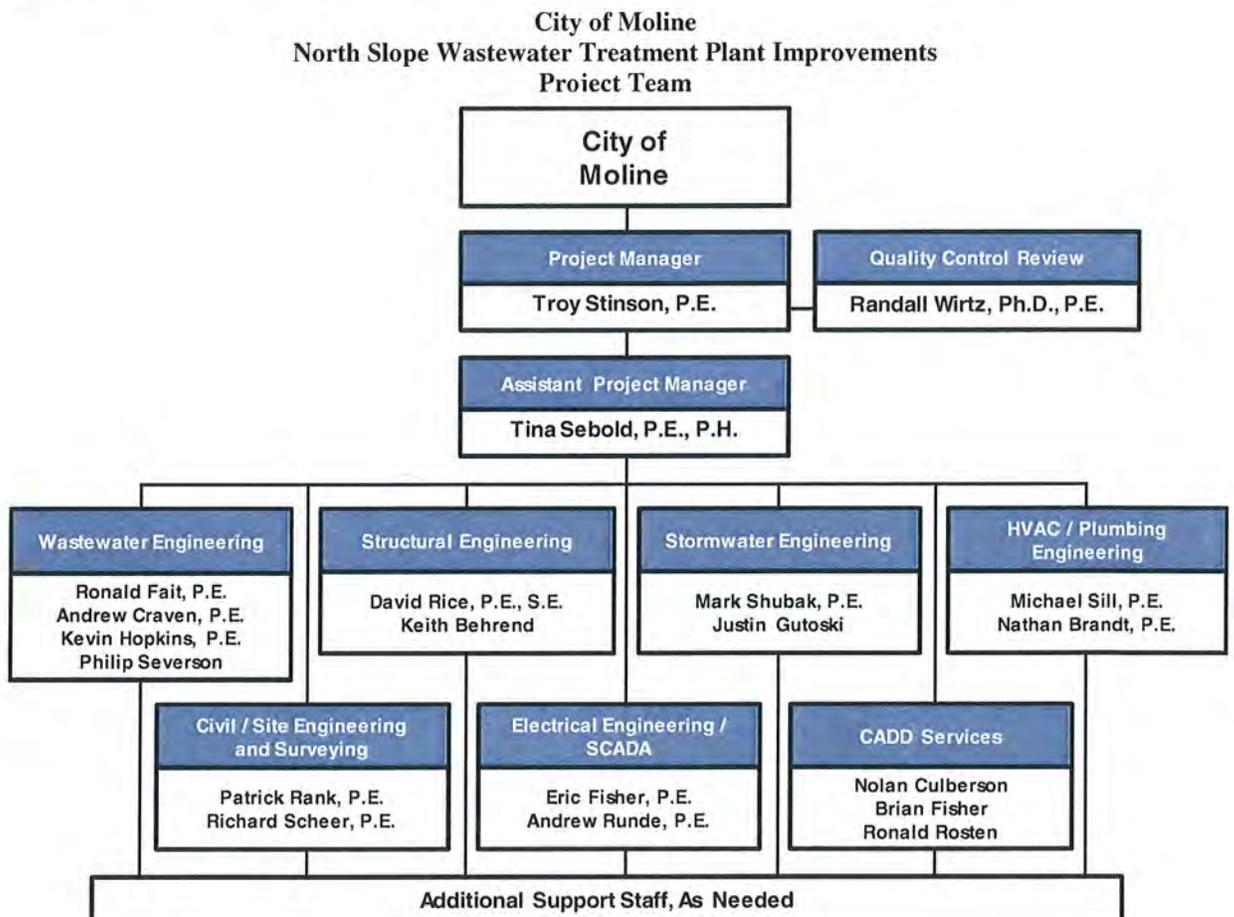
**Compensation**

Miscellaneous and Design services are proposed on a lump sum fee basis, to be billed monthly in proportion to the engineering services completed.

Task	Compensation
IEPA Loan Application Assistance	\$7,500
IEPA and City of Moline Stormwater/Erosion Control Permitting	\$15,000
Assistance in Obtaining Geotechnical and Environmental Assessment Services	\$5,000
Design Services	\$1,900,000
<b>Total</b>	<b>\$1,927,500</b>

**Project Team**

The following project team chart indicates the names and general responsibilities of individual team members. This project team has worked effectively together in the past and will serve as a great resource for the City of Moline. We propose no subconsultants; providing all design engineering services with in-house staff will improve project coordination, quality, and efficiency. Our staff of approximately 350 includes the necessary technical disciplines to provide a complete design of the City’s wastewater treatment facility.

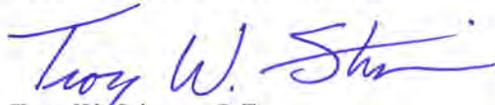


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Thank you for this opportunity to provide the City of Moline with continuing service. It has been a pleasure working with the City and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>



Troy W. Stinson, P.E.  
Senior Associate

9901973/TWS:mah



November 21, 2012

City of Moline  
Moline Water Plant  
30 18th Street  
Moline, IL 61265

Attention: Mr. Gregory A. Swanson, Utilities General Manager

Re: Agreement for Design Services  
North Slope Wastewater Treatment Plant Improvements

This is an Agreement between the City of Moline, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Design Services (Services) for the North Slope Wastewater Treatment Plant Improvements project comprising a new preliminary treatment facility including mechanical fine screening and influent pumping, modification to the existing primary clarifiers and aeration tanks, new aeration blowers, two new final clarifiers, a new return-activated sludge/waste-activated sludge pumping building, a new chlorine contact tank for disinfection, conversion of existing gas chlorination to liquid sodium hypochlorite, two new sludge holding tanks, conversion of the existing final clarifiers to excess flow clarifiers, upgrades to the existing control building, and conversion of the existing dissolved air flotation building to a maintenance building identified as alternatives HW6, T1, and D2 in the 2012 Wastewater Facilities Plan Report prepared by ENGINEER. This Agreement shall be in accordance with the following elements.

### Scope of Services

ENGINEER will provide the following Services to OWNER.

#### Design Services

1. Review design objectives, schedule, and anticipated costs during a kickoff meeting at the beginning of the design effort.
2. Conduct a topographic site survey to gather information for the preparation of the bidding documents.
3. Develop the schematic and spatial design for processes recommended in the facilities plan prepared by ENGINEER, including additional detailed schematics, site, and building layout drawings and hydraulic calculations.

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4. Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements and final calculations to design the components.
5. Prepare layouts of the site and each new or modified structure.
6. Prepare for and facilitate an approximately 15 percent complete meeting with OWNER to finalize design parameters and to review site layout, equipment selection, and proposed facilities.
7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, engineering drawings, and Contract Documents to permit the entire project to be competitively bid as a single prime construction contract.
8. Meet with OWNER to obtain input and concurrence with the design. Attend four review meetings at approximately 30, 60, 90, and 100 percent drawing completion.
9. Prepare an opinion of probable construction cost based on the final Contract Documents.
10. Submit three copies of the final bidding documents to OWNER for review and comment.
11. Prepare and assist OWNER in submitting the application fee for the construction permit required by the Illinois Environmental Protection Agency (IEPA). Submit drawings and specifications to IEPA for approval.
12. Incorporate OWNER and IEPA review comments as appropriate into the Contract Documents, drawings, and specifications. Submit three copies of the reviewed documents to OWNER and IEPA.

#### Miscellaneous Design Services

1. Prepare and submit the IEPA Loan Preapplication.
2. Assist OWNER in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
3. Assist OWNER in developing a request for proposal to obtain the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. OWNER shall contract directly with the geotechnical engineering firm.

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4. Assist OWNER in developing a request for proposal to obtain the services of an environmental site assessment firm for environmental site recommendations for construction at the site. OWNER shall contract directly with the environmental site assessment firm.
5. Assist OWNER in obtaining IEPA and City of Moline Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant which is not anticipated to result in floodplain or wetland impacts.

### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

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7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

### **Compensation**

OWNER shall compensate ENGINEER for Services a lump sum of \$1,927,500.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion

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time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated on November 27, 2012. Services are scheduled for completion in accordance with the following anticipated milestones:

<u>Service Element</u>	<u>Anticipated Completion Date</u>
Drawings and specifications submitted to IEPA	September 30, 2013
Design Services	December 31, 2013
Miscellaneous Design Services	December 31, 2013

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

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5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

### **Audit, Access to Records**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SE.C.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the Agency. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

### **Covenant Against Contingent Fees**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SE.C.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or

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consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 90 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 90 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result

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of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Utilization of Small, Minority, and Women's Businesses**

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of the United States Environmental Protection Agency's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are 5 percent for minority business enterprises and 12 percent for women's business enterprises.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance

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or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

See attached Certification (EPA Form 5700-49).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MOLINE

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
Gregory A. Swanson  
Utilities General Manager

Date

-----  
EPA Project Control Number  
-----

United States Environmental Protection Agency  
Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

-----  
Typed Name & Title of Authorized Representative

-----  
Signature of Authorized Representative Date



I am unable to certify to the above statements. My explanation is attached.

# MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2012 Recommended Budget Amendments

Date: November 27, 2012

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

Account Number	Current Budget	Budget Adjustment	Revised Budget
1) 010-0715-463.03-61 Payment to Agencies	\$275,125	\$ 33,290	\$308,415
010-9955-481.10-98 Contingency	\$1,473,970	(\$33,290)	\$1,440,680

Explanation: Only \$10,000 was budgeted for the Single Family Property Tax Rebate Program and to date \$43,288.99 has been authorized.

2) 421-1617-455.03-22 Professional/Technical	\$51,435	\$11,000	\$62,435
421-0000-365.20-00 Donation Revenue	\$50,000	\$11,000	\$61,000

Explanation: Library has received more donations/gifts than expected, resulting in more expenditures.

3) 440-9964-415.10-41 Transfer to OPEB	\$0	\$500,000	\$500,000
440-0000-300.00-00 Transfer from Reserves	\$801,045	\$500,000	\$1,301,045
441-0000-391-44-00 Transfer from Health Insurance	\$0	\$500,000	\$500,000
441-0000-415-10-99 Transfer to Reserves	\$0	\$500,000	\$500,000

Explanation: To reflect the internal transfer of funds to the OPEB account

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
4) 252-9956-483.02-55 Professional Development	\$800	\$2,000	\$2,800
252-9956-483.03-22 Professional/Technical	\$125	\$5,000	\$5,125
252-9956-483.04-16 Utilities	\$19,000	(\$10,000)	\$9,000
252-9956-483.04-26 Contractual Services	\$47,000	\$810	\$47,810
252-9956-483.05-55 Liability Insurance	\$330	\$20	\$350
252-0000-300.00-00 Transfer from Reserves	\$9,070	(\$2,170)	\$6,900
253-9956-483.02-55 Professional Development	\$3,200	\$1,300	\$4,500
253-9956-483.04-15 Rental Expense	\$0	\$100	\$100
253-9956-483.05-04 Postage/Shipping	\$200	\$300	\$500
253-9956-483.05-06 Advertising/Promotional	\$2,100	\$1,400	\$3,500
253-0000-300.00-00 Transfer from Reserves	\$13,615	\$3,100	\$16,715

Explanation: To revise the two Special Service Area budgets based on actual funds available at the close of FY 2011.

5) 452-9910-471.09-10 Debt Service - Principal	\$0	\$400,000	\$400,000
452-9910-471-09-20 Debt Service – Interest	\$0	\$200,000	\$200,000
452-0000-371.10-00 Loan Repayment Revenue	\$0	\$600,000	\$600,000

Explanation: To reflect annual principal and interest debt service payments on KONE Loan not included as part of the 2012 budget.

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
6) 415-9954-415.06-30 Operating Supplies	\$19,000	\$10,000	\$29,000
415-9954-415.06-65 Other Supplies	\$ 3,100	\$30,000	\$33,100
415-0000-300.00-00 Transfer from Reserves	\$ 0	\$40,000	\$40,000

Explanation: For Foreign Fire Insurance purchases approved by the Board but not reflected in the 2012 budget (Workout equipment, Kitchen Remodel, flooring, refrigerator, pop machine)

7) 450-0000-393.10-00 Bond Proceeds	\$0	\$263,190	\$263,190
450-9910-471.09-50 Bond Issuance Costs	\$0	\$263,190	\$263,190

Explanation: Refinancing costs for various bond issues not reflected in the 2012 budget.

8) 414-1523-452.06-30 Operating Supplies	\$5,500	\$20,000	\$25,500
414-0000-300.00-00 Transfer from Reserves	\$0	\$20,000	\$20,000

Explanation: Park & Recreation has received more donations/gifts than expected, resulting in more expenditures.

9) 235-0775-496.10-85 Transfer to Debt Service	\$240,440	\$2,737,000	\$2,977,440
235-0000-393.10-00 Bond Proceeds	\$0	\$2,737,000	\$2,737,000

Explanation: Refinancing of One Moline Place Debt not reflected in the 2012 budget.

10) 237-0775-496.04-40 Tax Incentive	\$150,000	\$680,200	\$830,200
237-0000-300.00-00 Transfer from Reserves	\$0	\$680,200	\$680,200

Explanation: Borrowing for Autumn Trails Advanced Payment not reflected in the 2012 Budget.

<b>Account Number</b>	<b>Current Budget</b>	<b>Budget Adjustment</b>	<b>Revised Budget</b>
11) 245-0775-496.03-22 Professional Services	\$0	\$75,000	\$75,000
245-0000-300.00-00 Transfer from Reserves	\$0	\$75,000	\$75,000

Explanation: Moline Business Park expenditures for RDC Case Creek higher than anticipated in 2012 (multi-year spend down of 2011 bond proceeds)

12) 253-9956-483.08-95 Other Capital Projects	\$115,000	\$1,100,000	\$1,215,000
253-0000-395.30-00 RAN Issuance	\$0	\$1,100,000	\$1,100,000

Explanation: Issuance of Revenue Anticipation Notes from Special Service Area #6 to fund the final cost of the 5<sup>th</sup> Avenue Reconstruction, 17<sup>th</sup> – 19<sup>th</sup> Streets Project.

13) 017-0729-492.12-77 Rehab Projects 2012	\$0	\$40,000	\$40,000
017-0729-492.20-77 Rehab Projects 2010	\$0	\$135,000	\$135,000
017-0729-492.28-71 Rehab Activity 2008	\$121,000	(\$121,000)	\$0
017-0000-300.00-00 Transfer from Reserves	\$0	\$54,000	\$54,000

Explanation: Adjustments necessary to reflect new SFOOR grant program.

14) 019-0729-492.29.11 Lead Remediation RI	\$30,000	\$8,830	\$38,830
019-0000-331.60-00 Grant Revenue	\$200,375	\$8,830	\$209,205

Explanation: Lead Grant Ended – adjustment per final report

15)	025-0732-492.04-25	\$0	\$600,000	\$600,000
	Contractual Repairs			
	025-0732-492.29-25	\$600,000	(\$600,000)	\$0
	Rehab Projects 2009			
	025-0734-492.04-25	\$0	\$420,000	\$420,000
	Contractual Repairs			
	025-0734-492.29-25	\$420,000	(\$420,000)	\$0
	New Construction			
	238-0729-492.11-77	\$0	\$336,000	\$336,000
	Rehab Project 2011			
	238-0729-492.20-77	\$336,000	(\$336,000)	\$0
	Rehab Projects 2010			

Explanation: Washington Square Project costs not reflected in 2012 budget.

## SOUTHPARK MALL LIAISON OFFICER PROGRAM

### AGREEMENT

---

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City," and, ALLIEDBARTON SECURITY SERVICES, LLC, hereinafter referred to as "Allied."

#### **WITNESSETH:**

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, §6(a), Ill. Const.; and

WHEREAS, both Allied and the City believe that having police officers assigned to and stationed at SouthPark Mall will deter crime and increase citizen and staff safety; and

WHEREAS, the City is willing to assign three (3) officers to SouthPark Mall only if Allied participates in a cost sharing of the employment costs of such officers; and

WHEREAS, Allied is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, availability of personnel, and delineation of duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

#### Article I. Purpose.

This agreement sets forth an arrangement between the City of Moline and AlliedBarton Security Services whereby the City will utilize a facility at the Macerich SouthPark Mall as a police substation and the SouthPark Mall will benefit by increased police security. It is hoped that through this alliance, the public will benefit through fewer acts of vandalism, property losses, breaches of the peace, acts of violence, and acts of intimidation against the public. It is also hoped that the increased police presence at SouthPark Mall, as well as in the surrounding area, will act to effectively deter crime to benefit the City and the public. This agreement defines the basic parameters of, and operational guidelines for, the relationship between Allied and the City with respect to the police substation.

#### Article II. Term.

The term of this Agreement is from January 1, 2013 to December 31, 2013.

#### Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written

notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency, which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; if Allied terminates under 3.2, it shall be responsible for payment of all assignment days remaining in the current billing quarter in which the termination date falls.

#### Article IV. City's Duties.

4.1 The City has the sole right to control the manner and means of performing the services covered by this agreement. The City's police officers, supervisors, employees, and agents furnished pursuant to this agreement shall be employees of the City, and the City shall exercise complete and exclusive control over all personnel and all aspects of the services provided to the Macerich SouthPark Mall, including, but not limited to, evaluation of the City's personnel screening, hiring, training, deployment, supervision, discipline, discharge, and adherence to all relevant laws, statutes, and regulations, resolution of complaints and grievances, and all other matters necessary to provide the services herein.

4.2 The City shall assign three (3) Moline Police Officers to and station said officers at SouthPark Mall. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.3 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the job description attached hereto and incorporated herein as Exhibit A."

4.4 It is understood that the assigned officers shall not continuously remain on mall property during the assignment day. Court appearances, training, police emergencies will require assigned officers to be off mall property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, Allied understands that training of officers will benefit not only the City and the police department, but also the Mall.

4.5 The City shall perform a written evaluation of the SouthPark Mall Liaison Officer Program and the officers assigned thereto annually. Such evaluation shall allow for written input from Allied.

4.6 The City shall authorize overtime not associated with mall activities and pay for any overtime so authorized.

4.7 The City shall purchase and hold title to one (1) vehicle to be assigned to the officers

at SouthPark Mall, and shall be responsible for all costs associated with such vehicle.

4.8 The City shall provide Allied with quarterly statements for Allied's share of the cost of three police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.9 The City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness, resulting to the assigned employees from such assignment. In addition, the City shall indemnify, defend, and hold harmless Allied, their subsidiaries, affiliates, partners, officers, directors, employees, and agents, from and against all claims, demands, damages, costs, expenses (including reasonable attorney fees), suits, actions, or liability, whether at law or in equity, resulting to third parties, the mall, its owners, managers, or tenants (including employees of tenants) for the negligent acts or omissions or willful misconduct of the City, its employees, agents, or representatives which occur during the course of police activity at or from the mall which arises out of this agreement. Provided, however, that once the City accepts its responsibility to defend and indemnify Allied, any attorney fees incurred by Allied by appointment of or employment of additional counsel to that retained or assigned by the City shall be the sole and exclusive cost and expense of Allied and the City shall not be liable therefor.

#### Article V. Allied Duties.

5.1 Allied shall request three (3) assigned officers to SouthPark Mall during the term hereof.

5.2 Allied shall provide sufficient office space inside SouthPark Mall for said assigned officers.

5.3 Allied shall pay an agreed sum each quarter to the City. Said payment shall be made within thirty (30) days after receipt of billing from the City. The charges will be in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time Allied requests and authorizes overtime for the assigned officers this shall be paid by Allied but at the rates established by the City.

#### Article VI. Miscellaneous.

6.1 The City has certain duties to indemnify, defend, and hold harmless Allied under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against Allied, that party shall promptly notify in writing the City of such demand or suit, and the City shall promptly notify Allied of the name of the individual assigned to handle and defend such demand or suit.

6.2 While Allied reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. Allied shall report promptly, however, to the Chief of

Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that, if the assigned officers are expected to perform a search or seizure of persons or property, said officers shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent Allied personnel from acting under Allied policies and directives outside the presence of the assigned officers.

6.4 Should a dispute arise concerning an itemized bill, the parties shall first meet to discuss the amounts in dispute and attempt to resolve the matter by agreement. If the parties are unable to satisfactorily reach resolution within ten days, the dispute shall be submitted to a neutral arbiter chosen by the parties and acceptable to both of them whose decision shall be final and binding. If neither party can agree on a mutually acceptable neutral to decide the issue, each party may select an arbiter and the two arbiters so selected shall appoint a third arbiter. The three arbiters shall hear the matter informally and issue a determination which shall be final and binding. Any costs of arbitration shall be divided equally between the two parties.

6.5 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated Allied representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

AlliedBarton Security Services LLC

City of Moline, Illinois

By   
Sean O'Neill  
Title: Operations Manager

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

Attest:

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

Approved as to Form:

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

**JOB DESCRIPTION  
POLICE LIAISON OFFICERS  
SOUTHPARK MALL**

**Job Title:** SouthPark Mall Police Liaison Officers

**Employment:** The SouthPark Mall Police Liaison Officers are officers of the Moline Police Department and employees of the City of Moline on special assignment to the Macerich SouthPark Mall facility.

**Employment Contract:** The City of Moline and AlliedBarton Security Services, LLC will enter into an annual agreement to purchase the services of three (3) SouthPark Mall Police Liaison Officers.

**Qualifications/Selection:** The training, experience and other qualifications of the SouthPark Mall Police Liaison Officers shall be established by the Chief of Police. When selecting officers for these positions, the Chief of Police shall nominate a slate of qualified candidates, and the designated representative of Allied shall make the final selection.

**Professional Standards:** The SouthPark Mall Police Liaison Officers must conduct themselves in a professional manner and must maintain a high level of respect and integrity within the community.

**Attire:** When functioning as SouthPark Mall Police Liaison Officers, the officers shall attired in standard police uniform, except on those occasions when, in the judgment of Allied, civilian attire would be more appropriate.

**Reports to:** The SouthPark Mall Police Liaison Officers are police officers, and as such are at all times under the command of their designated police department superiors.

**Duties:** The position of SouthPark Mall Police Liaison Officer is under the immediate supervision of the Moline Police Department, and the duties of the assigned officers are under the authority and responsibility of the Moline Police Department.

The SouthPark Mall Police Liaison Officers shall not be responsible for the enforcement of Allied policies.

While in this assignment, the SouthPark Mall Police Liaison Officers:

1. Serve as the liaison between SouthPark Mall and the Moline Police Department, promote the development of effective communication between the mall and legal authorities, and coordinate the provision of police services at the mall.
2. Serve as consultants to SouthPark Mall in matters of crime prevention, law enforcement, and other related matters.

3. Pro-actively work with Mall personnel to prevent crime on mall property, to protect citizens and staff, and to provide a safe and secure environment. In this role the liaison officers patrol the mall and grounds, supervise parking lots, monitor pedestrian and vehicular traffic on mall grounds, and prevent loitering and trespassing on mall property when requested to do so.
4. Conduct and/or coordinate the police investigation of incidents involving SouthPark Mall, its staff and customers. The officers will also investigate other cases or perform other duties as assigned by their designated police department supervisor.
5. Perform other duties as assigned by their designated police department supervisor.

**STATEMENT OF COST  
SOUTHPARK MALL ASSIGNMENT  
ASSIGNED OFFICERS**

01/01/2013 - 12/31/2013  
12-Month Period  
Quarterly Billings (4)

LINE ITEM	#1	#2	#3	TOTAL
Salary (Assigned Officers)	69,794	71,672	47,549	189,015
Police Retirement (53.5592%)	37,381	38,387	25,467	101,235
Health Coverage (\$1,118.41 fam/\$428.50 sgl/mo.)	13,420	13,420	5,140	31,980
Qualification Pay (\$20-\$30 month)	280	280	280	840
Life Insurance	0	0	20	20
Medicare (1.45% x base + qualification pay)	1,016	1,043	694	2,753
Worker's Compensation (base + qual. pay /100 x \$3.05)	2,137	2,195	1,459	5,791
Clothing Allowance (Paid in June & December)	700	700	700	2,100
<b>TOTAL 12-MONTH COST</b>	<b>124,728</b>	<b>127,697</b>	<b>81,308</b>	<b>333,734</b>
<b>SOUTHPARK SHARE (38.949%)</b>				<b>129,986</b>

Payable in four (4) quarterly payments of \$32,496.50 as follows:

For Period

January - March, 2013  
April - June, 2013  
July - September, 2013  
October - December 2013

Statement Date

April 1, 2013  
July 1, 2013  
October 1, 2013  
January 1, 2014

**ADDENDUM**

**SOUTHPARK MALL LIAISON AGREEMENT**

This addendum is made in accordance with section 6.5 of the agreement between the City of Moline and AlliedBarton Security Services.

6.5 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated Allied representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

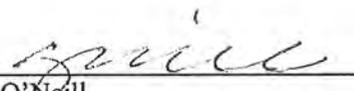
In mutual consideration of the reduced level of funding available from Allied Barton during 2013 for the SouthPark Mall Liaison Officer Program, and the current budget constraints affecting the City of Moline, it is agreed that the police department may utilize one of the assigned SouthPark Mall Liaison Officers for regular police department duties for a maximum of seventy-eight (78) individual duty days during the term of this agreement. The police department will determine the officer and dates of reassignment, and will provide SouthPark management with notification of that determination.

Dated this 7 day of November, 2012.

**MOLINE POLICE DEPARTMENT**

**ALLIED BARTON**

  
\_\_\_\_\_  
Kim R. Hankins  
Interim Chief of Police

  
\_\_\_\_\_  
Sean O'Neill  
Operations Manager

**Moline Police Department**  
**South Park Mall Officers' Assignment Days**  
**(Resulting from Reduction in 50-50 Funding)**

Week	Year	Maximum	Holidays	Annual Vacation	Balance	11.05%	88.95%
<b>"Hours" Per Officer</b>			<b>Subtract</b>	<b>Subtract</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
40 hours	52 weeks	2080	104	104	1872	207	1665
<b>"Day" Equivalent Per Officer</b>			<b>Subtract</b>	<b>Subtract</b>	<b>Days</b>	<b>Days</b>	<b>Days</b>
5	260	260	13	13	234	26	208
					<b>Total Individual Duty Days (3 Officers)</b>		
					702	78	624

**2013 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE**  
(dates times subject to change with notification)

COMMITTEE	LOCATION	TIME	DATES	DATES	DATES	DATES
Committee-of-the-Whole & City Council immediately following	City Hall-2nd Floor Council Chambers 619-16th Street	6:30 p.m. (or as deemed necessary)	Jan ---, 08, 15, 22, --- Feb 05, 12, 19, 26 Mar 05, 12, 19, 26	Apr 02, 09, 16, 23, --- May 07, 14, 21, 28 Jun 04, 11, 18, ---	Jul ---, 09, 16, 23, --- Aug 06, 13, ---, 27 Sep 03, 10, 17, 24	Oct 01, 08, 15, 22, --- Nov 05, 12, 19, --- Dec 03, 10, 17, ---, ---
Citizens Advisory Council on Urban Policy (CACUP)	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan --- Feb --- Mar ---	Apr 22 May 06, 20 Jun 3, 17	Jul --- Aug --- Sep 9, 23	Oct --- Nov --- Dec ---
Consolidated Public Safety Communications Budget Board	East Moline City Hall Conference Room 915 16th Ave, East Moline	4:00 p.m.			Jul 03	Nov 6
Fire and Police Commissioners	Police Department Community Room 1640 6th Avenue	4:30 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Firefighters Pension Board	Conference Room-2nd Floor 1630-8th Avenue	8:30 a.m.	Jan 24	Apr 25	Jul 25	Oct 24
Foreign Fire Tax	Central Fire Station Conference Room 1630 8th Avenue	8:15 a.m.	Jan --- Feb 12 Mar ---	Apr 09 May --- Jun 11	Jul --- Aug 13 Sep ---	Oct 08 Nov --- Dec 10
Historic Preservation Advisory	City Hall-2nd Floor Council Chambers 619- 16th Street	4:00 p.m.	Jan 14 Feb 11 Mar 11	Apr 15 May 13 Jun 10	Jul 08 Aug 12 Sep 09	Oct 14 Nov 12 Dec 09
Human Rights Commission	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan --- Feb --- Mar 11	Apr 08 May 13 Jun ---	Jul --- Aug 12 Sep 09	Oct 14 Nov 12 Dec 09
Keep Moline Beautiful Commission	Public Works Building Conference Room 3635 4th Avenue	4:30 p.m.	Jan 10 Feb 14 Mar 14	Apr 11 May 09 Jun 13	Jul 11 Aug 08 Sep 12	Oct 10 Nov 14 Dec 12
Library Board of Trustees	Moline Public Library Platinum Room 3210 41st Street	12:00 p.m.	Jan 10 Feb 14 Mar 14	Apr 11 May 09 Jun 13	Jul 11 Aug 08 Sep 12	Oct 10 Nov 14 Dec 12
Park Board	Public Works Building Conference Room 3635 4th Avenue	3:30 p.m.	Jan 31 Feb 28 Mar 28	Apr 25 May 23 Jun 27	Jul 25 Aug 22 Sep 26	Oct 24 Nov --- Dec 05
Plan Commission	City Hall-2nd Floor Council Chambers 619-16th Street	4:00 p.m.	Jan 09, 23 Feb 13, 27 Mar 13, 27	Apr 10, 24 May 08, 22 Jun 12, 26	Jul 10, 24 Aug 14, 28 Sep 11, 25	Oct 09, 23 Nov 13 Dec 11
Police Pension Board of Trustees	Police Department Community Room 1640 6th Avenue	12:00 p.m.	Jan 23	Apr 24	Jul 24	Oct 23
Project Management Team	Renew Moline Conference Room 1506-River Drive	1:30 p.m.	Jan 09 Feb --- Mar 13	Apr --- May 08 Jun ---	Jul 10 Aug --- Sep 11	Oct --- Nov 13 Dec ---
Moline Centre Main Street Commission	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan 21 Feb --- Mar 18	Apr 15 May 20 Jun 17	Jul 15 Aug 19 Sep 16	Oct 21 Nov 18 Dec 16
Moline Housing Authority	Moline Housing Authority Board Room 4141-11th Avenue A	5:30 p.m.	Jan 14 Feb 25 Mar 18	Apr 22 May 20 Jun 17	Jul 15 Aug 19 Sep 16	Oct 21 Nov 18 Dec 16
Special Services Area #5 - Bass Street	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	3:00 p.m.	Jan 14	May 20	Aug 19	Nov 18
Special Services Area #6 - Downtown	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	3:00 p.m.	Jan 21	Apr 15	Jul 15	Oct 21
Traffic Committee	Public Works Building Conference Room 3635 4th Avenue	1:30 p.m.	Jan 08 Feb 05 Mar 05	Apr 02 May 07 Jun 04	Jul 02 Aug 06 Sep 03	Oct 01 Nov 05 Dec 03
Youth Commission	Moline Public Library Platinum Room 3210 41st Street	4:00 p.m.	Jan --- Feb --- Mar 21	Apr 18 May 16 Jun ---	Jul --- Aug --- Sep 19	Oct 17 Nov 21 Dec 19