



MOLINE CITY COUNCIL AGENDA

Tuesday, January 8, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of December 18, 2012 and November 2012 Financial Report.

SECOND READING ORDINANCES

1. Council Bill/ Special Ordinance 4056-2012

A Special Ordinance authorizing the purchase of a used motor grader for the Streets Section of Municipal Services.

EXPLANATION: The vehicle replacement plan has funds allocated for the purchase of a replacement motor grader to be utilized for snow operations and seal coat street maintenance and repair by the Streets Section. Because of factors related to the utilization and depreciation, it has been determined that a used unit would be the most advantageous approach for the community. Funds have been budgeted in 2013 to replace our current 31 year old unit, with a good used newer generation model. Fleet Services is requesting authorization to spend an amount up to the budgeted amount for a used replacement motor grader, plus trade in or disposal proceeds. The current grader will be traded in or disposed of by sealed bid during this process.

FISCAL IMPACT: \$160,000.00 budgeted in Account #448-0867-437.07-03.

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/ Special Ordinance 4057-2012

A Special Ordinance authorizing the purchase of two used vehicles for the Police Department Street Crimes Unit.

EXPLANATION: The vehicle replacement plan allocates funds for the purchase of vehicles to be utilized in covert investigations by the Street Crimes Unit of the Police Department. \$34,015.00 has been budgeted in 2013 to purchase two replacement vehicles. Two vehicles will be reassigned in the fleet or disposed of by the means most advantageous to the City during the process.

FISCAL IMPACT: \$34,015.00 budgeted in Account #448-0867-437.07-03.

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1001-2013

A Resolution authorizing the Mayor and City Clerk to accept a proposal from SHI International Corporation for the purchase of a NetApp DS4243 in the amount of \$32,442.00.

EXPLANATION: This is a planned and budgeted purchase for FY 2013 of equipment that will supplement the City's existing Storage Area Network (SAN). NetApp announced a year-end promotion for the DS4243 that will save the City 40-60%, which led staff to publish an RFP this month. Responses to the RFP were received on Friday, December 14, 2012. SHI International Corporation was the lowest responsive bidder for the 24 x 450GB drive configuration. This disk shelf will expand the overall storage capacity of the City's existing NetApp FAS 2040 appliance with 10TB of high performance SAS drives, which will also enhance Microsoft Exchange and SQL Server performance. While the budgeted amount is only \$25,000 for this particular item, staff will cover the extra cost by delaying one or two of the switch replacements, which are budgeted for in the same account in FY 2013.

FISCAL IMPACT: \$32,442.00 budgeted in account 443-0425-417.07-02

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1002-2013

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for water main and sanitary sewer design services.

EXPLANATION: Missman, Inc. previously provided preliminary design services for the utility extensions to serve the Case Creek Trails Development, the Airport, the Airport Industrial Park, and other development south of the Rock River. Missman proposes to complete the design of utility extensions for the not-to-exceed price of \$268,000.00. The final design will include the acquisition of all necessary permits from the US Corps of Engineers, the IL EPA/DNR, and the IL Department of Transportation to place the utilities under Case Creek, Airport Road, and I-280.

FISCAL IMPACT: Funds budgeted for the Case Creek Trails developments are available.

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1003-2013

A Resolution authorizing the Mayor and City Clerk to execute an Amendment to Intergovernmental Agreement between Rock Island County Metropolitan Mass Transit District, an Illinois Municipal Corporation, ("MetroLINK"), and the City.

EXPLANATION: MetroLINK instituted a program to encourage the use of natural gas as a fuel to power certain of its vehicles and vehicles of other entities and executed an Intergovernmental Agreement with the City to locate a fueling station and fueling equipment at the City's Public Works property. Said Intergovernmental Agreement was executed March 5, 2002, for a term of seven years with an option for renewal of an additional seven years. MetroLINK wishes to extend the renewal term to ensure future rights to use the City's property for its fueling station and equipment given that it plans to make significant capital improvements to the site and seeks to ensure it can recoup these capital costs. The City wishes to continue its participation in this Intergovernmental Agreement.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1004-2013

A Resolution authorizing the Water Plant Manager to accept a proposal from Greeley and Hansen LLC, for professional engineering services required to establish the basis of design and determine the most cost-effective ultraviolet (UV) equipment arrangement for the Water Plant UV Disinfection Project, in an amount not-to-exceed \$45,000.00.

EXPLANATION: The City has encountered several significant unanticipated challenges that require revision of the basis of design for the Water Plant UV Disinfection Project. City staff has determined that Greeley and Hansen LLC is best qualified to provide the required professional engineering services for this project.

FISCAL IMPACT: Sufficient funds are budgeted in account 310-1720-434.03-22.

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1005-2013

A Resolution authorizing the purchase of six flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford in Greenfield, Illinois in the amount of \$167,424.00.

EXPLANATION: Fleet Services has budgeted to replace six police pursuit vehicles in 2013. Morrow Brothers Ford in Greenfield, Illinois is currently the Illinois State Bid Joint Purchase contract holder (Contract #4017160) with the 2013 Ford Police Pursuit Vehicle. The price for 6 units as specified is \$167,424.00. These units will operate on clean burning E85 or 87 octane unleaded fuel. Staff is requesting the approval to purchase six units as specified along with the authorization to reassign and, in due course, dispose of six units by the method most advantageous to the City.

FISCAL IMPACT: \$185,985.00 budgeted in Account #448-0867-437.07-03.

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1006-2013

A Resolution authorizing the purchase of four John Deere E-Gator utility units for the Parks Maintenance Division, from John Deere Company in Cary, North Carolina, for the total amount of \$43,730.05.

EXPLANATION: The Parks Maintenance staff uses off-road utility units in its division for trash collection, debris hauling and equipment moving throughout the community parks. In 2009, one all-electric unit was purchased and put in use on Ben Butterworth Parkway. There are four remaining fossil fuel units used by Parks Maintenance. All four of these units have exceeded their reliable, useful life and have been budgeted for replacement in 2013. After reviewing historical data and operational restrictions of the all-electric unit, the Parks Maintenance staff has determined that a complete all-electric utility fleet will work in its operation. Rock Island County has an active contract available for joint purchase with deep discounts. Staff recommends a joint purchase of four E-Gator utility units from the John Deere Company, Government Sales Unit through its dealer network for \$43,730.05. Four units will be reassigned in the fleet or disposed of by the means most advantageous to the City.

FISCAL IMPACT: \$44,900.00 budgeted in Account #448-0867-437.07-03.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

9. Council Bill/ Special Ordinance 4001-2013

A Special Ordinance authorizing the Mayor and City Clerk to award certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

EXPLANATION: Treatment chemical bids are solicited annually through the Bi-State Joint Purchasing Council. Staff recommends awarding the contracts to the lowest responsive bidders that meet specifications for each treatment chemical. In the case of anionic polymer, cationic polymer, cationic filter aid, and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained

OMNIBUS VOTE		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Raes		
Ronk		
Mayor Welvaert		

from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency.

FISCAL IMPACT: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Special Ordinance No.: 4056-2012
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the purchase of a used motor grader for the Streets Section of Municipal Services.

WHEREAS, the vehicle replacement plan has funds allocated for the purchase of a replacement motor grader to be utilized for snow operations and seal coat street maintenance and repair by the Streets Section; and

WHEREAS, \$161,000 has been budgeted in 2013 to replace the current 31 year old unit, with a good used newer generation model.

WHEREAS, Fleet Services is requesting authorization to spend an amount up to the budgeted amount for a used replacement motor grader, plus trade in or disposal proceeds.

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

Section 1. That the Mayor and City Clerk are hereby authorized to purchase a used motor grader for the Streets Section of Municipal Services.

Section 2. That this special ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No.: 4057-2012
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the purchase of two used vehicles for the Police Department Street Crimes Unit.

WHEREAS, the vehicle replacement plan allocates funds for the purchase of vehicles to be utilized in covert investigations by the Street Crimes Unit of the Police Department; and

WHEREAS, \$34,015.00 has been budgeted in 2013 to purchase two replacement vehicles.

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

Section 1. That the Mayor and City Clerk are hereby authorized to purchase of two used vehicles for the Police Department Street Crimes Unit.

Section 2. That this special ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1001-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a proposal from SHI International Corporation for the purchase of a NetApp DS4243 in the amount of \$32,442.00.

WHEREAS, the City of Moline needs to expand its storage area network (SAN) to keep pace with network data storage space and virtual server performance demands required to meet the City's responsibilities under a variety of legal mandates and to maintain compliance with generally accepted business practices; and

WHEREAS, the 2013 City of Moline budget allocates funds in the amount of \$25,000 specifically for this purchase; and

WHEREAS, staff will supplement the funds mentioned above by prioritizing this purchase over planned switch replacements and using budgeted funds from the latter; and

WHEREAS, sealed proposals for the NetApp DS4243 purchase were solicited and were opened publicly and read on December 14, 2012; and

WHEREAS, SHI International Corporation submitted the lowest responsible and responsive proposal in the amount of \$32,442.00.

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

That the Mayor and City Clerk are hereby authorized to accept a proposal from SHI International Corporation for the purchase of a NetApp DS4243 in the amount of \$32,442.00; provided, however, that said proposal is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference hereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 8, 2013

Date

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



Pricing Proposal
Quotation #: 6121027
Created On: 12/11/2012
Valid Until: 1/8/2013

City of Moline IL

Nathan Scott

IL
United States
Phone: (309) 524-2292
Fax:
Email: nscott@moline.il.us

Andrew Baarson

Phone:
Fax:
Email: Andrew_Baarson@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DSK SHLF,24x450GB,15K,QS NetApp - Part#: DS4243-1511-24S-QS-R5	1	\$28,379.00	\$28,379.00
2 Power Cable North America,R6 NetApp - Part#: X800E-R6	4	\$0.00	\$0.00
3 Rackmount Kit,4-Post,Universal,R6 NetApp - Part#: X5526A-R6	1	\$53.00	\$53.00
4 Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m NetApp - Part#: X6558-R6	4	\$56.00	\$224.00
5 Cable,Ethernet,0.5m RJ45 CAT6 NetApp - Part#: X6560-R6	1	\$3.00	\$3.00
6 Cable,Ethernet,2m RJ45 CAT6 NetApp - Part#: X6561-R6	2	\$4.00	\$8.00
7 SupportEdge Premium NBD Onsite NetApp - Part#: CS-O2-NBD	1	\$3,625.00	\$3,625.00
		Shipping	\$150.00
		Total	\$32,442.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Council Bill/Resolution No. 1002-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for water main and sanitary sewer design services.

WHEREAS, Missman, Inc. previously provided preliminary design services for the utility extensions to serve the Case Creek Trails Development, the Airport, the Airport Industrial Park, and other development south of the Rock River; and

WHEREAS, Missman proposes to complete the design of utility extensions for the not-to-exceed price of \$268,000.00; and

WHEREAS, the final design will include the acquisition of all necessary permits from the US Corps of Engineers, the Illinois EPA/DNR, and the Illinois Department of Transportation to place the utilities under Case Creek, Airport Road, and I-280; and

WHEREAS, funds budgeted for the Case Creek Trails developments are available.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for water main and sanitary sewer design services; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 8, 2013
Date

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this ____ day of _____ in the year ____ between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:
Sanitary Sewer and Water Main to Industrial Park at 47th and 73rd Avenue.

The Scope of Services to be provided under this agreement is as follows:

- A. Sanitary Sewer: Final Design of Sanitary Sewer system that will include gravity sewer, force main and lift stations. The Sanitary sewer route will connect to the existing sanitary sewer pumping station under the 27th Street bridge and follow the South Shore Drive R.O.W., crossing I-280 and Airport Road. We will make a connection for the new Hotel at QCIA. The route will continue along the south side of Airport Road, cross Case Creek and follow the west side of the levee adjacent to Case Creek until it terminates at 47th Street and 73rd Avenue. We will design a maintenance road for city access along the west side of Case Creek.
- B. Water Main: Final Design of water main system including valves, tees, bends and fire hydrants from Deere Hangar to 47th Street and 73rd Avenue. The water main will connect at the existing 16" water main at Deere Hangar and extend across Case Creek and follow the west side of the levee adjacent to the Creek until it terminates at 47th Street and 73rd Avenue. A maintenance road for city access will also be included for this design.
- C. Complete topographic survey along the route of the entire project.
- D. Locate R.O.W. along Airport Road, South Shore Drive and 27th Street and Beltway.
- E. Prepare plans and specifications for IEPA/IDOT permits and bidding.
- F. Complete storm water pollution prevention plan (SWPPP) and Notice of Intent (NOI) assuming over 1 acre of surface disturbance.
- G. Attend 4 meetings with City staff to discuss plans and specifications.
- H. Complete construction cost estimate for the project.
- I. Submit construction permit applications to IEPA, IDOT, SHPA & ECO Cat signoffs.
- J. Provide plans and specifications to Moline suitable for a bid process. Missman will use Moline standard specifications as appropriate. We assume City will conduct bid process.
- K. Electrical Service Design by sub-consultants.
- L. Provide Soil Borings at key locations and for IDOT Highway Permits and to determine bedrock elevations by sub-consultant.
- M. Submit a 408 permit through the US Army Corps of Engineers for levee crossing at Case Creek.
- N. Design levee for sanitary and water to go over levee.
- O. Levee analysis to meet U.S. Army Corps Standard of Design.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
3. Title research or expert testimony.
4. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
5. Soils investigations, geotechnical or environmental reports or studies other than those mentioned above.



6. Major changes in the scope of the project, including preparation of more than one bid package (phase).
7. Meetings and public hearings beyond those specified above.
8. Construction services.
9. Easement plots, if required, on private property.
10. Sponsor review cost of levee design and 408 submittal.
11. U.S. Army Corps of Engineers review cost of levee design and 408 submittal

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of: Signed and sealed 24"x36" Hard copies of the plans, specifications to the City of Moline and DWG Digital copies of plan sheets and specs in word document.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.

Sanitary Sewer:

Survey Services Fee \$42,000.00 (Items C&D)
 Soil Boring Services Fee \$7,500 (Item L)
 Engineering Services Fee \$100,500.00 (Items A&E-K)
 Sanitary Sewer Total \$150,000

Water Main:

Survey Services Fee \$13,000.00 (Items C&D)
 Soil Boring Services Fee \$2,500 (Item L)
 Engineering Services Fee \$32,500.00 (Items B&E-K)
 Water Main Total \$48,000

USACE 408 Permit:

Engineering Fee \$45,000
 Sub-Consultant Review \$25,000
 408 Total \$70,000

The Fee for the above described services will be: \$268,000. See Exhibit A for hourly breakdown of services.

Not to Exceed (see item 22 in the General Conditions)

Sanitary Sewer			
Surveying-Right of Way and Topographic			
	Hours	Rate	Total
Land Survey Manager	40	\$125.00	\$5,000.00
Land Surveyor	100	\$115.00	\$11,500.00
Field Crew	172	\$125.00	\$21,500.00
Survey Technican	80	\$50.00	\$4,000.00
Total Survey			\$42,000.00



Engineering			
Plans, Specifications, Bid Documents, Cost Estimates			
	Hours	Rate	Total
Project Manager	123	\$125.00	\$15,375.00
Project Engineer	330	\$110.00	\$36,300.00
Design Engineer	325	\$75.00	\$24,375.00
Engineer Technician	320	\$60.00	\$19,200.00
Project Coordinator	75	\$70.00	\$5,250.00
Total Engineering			\$100,500.00
Soil Borings			\$7,500.00
Total Sanitary			\$150,000.00

Water Main			
Surveying-Right of Way and Topographic			
	Hours	Rate	Total
Land Survey Manager	5	\$125.00	\$625.00
Land Surveyor	45	\$115.00	\$5,175.00
Field Crew	50	\$125.00	\$6,250.00
Survey Technican	19	\$50.00	\$950.00
Total Survey			\$13,000.00

Engineering			
Plans, Specifications, Bid Documents, Cost Estimates			
	Hours	Rate	Total
Project Manager	40	\$125.00	\$5,000.00
Project Engineer	114	\$110.00	\$12,540.00
Design Engineer	112	\$75.00	\$8,400.00
Engineer Technician	100	\$60.00	\$6,000.00
Project Coordinator	8	\$70.00	\$560.00
Total Engineering			\$32,500.00
Soil Borings			\$2,500.00
Total Water Main			\$48,000.00

408 Permit/Levee Modification			
Plans, Specifications, hydraulic analysis, permit review			
	Hours	Rate	Total
Project Manager	75	\$125.00	\$9,375.00
Project Engineer	180	\$110.00	\$19,800.00
Design Engineer	132	\$75.00	\$9,900.00
Engineer Technician	80	\$60.00	\$4,800.00
Project Coordinator	16	\$70.00	\$1,120.00
Total Engineering			\$44,995.00
Sub-Consultant Review			\$25,000.00
Total 408 permit			\$69,995.00



This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until December 31, 2012.

Thank you for considering Missman for your professional services.

MISSMAN, INC

A handwritten signature in blue ink, appearing to read "Greg Ryckaert", is written over a horizontal line.

Greg Ryckaert, P.E.
Vice President

A handwritten signature in blue ink, appearing to read "Jason L. McKenzie", is written over a horizontal line.

Jason L. McKenzie, P.E.
Municipal Manager

CITY OF MOLINE

Signature



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
17. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
18. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
19. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
20. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
21. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
22. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



23. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
24. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
25. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
26. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
27. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
28. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
29. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
30. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$165.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$125.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$85.00
Construction Services Technician	\$70.00
Project Coordinator	\$70.00
Environmental Scientist	\$70.00
Network Manager	\$100.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2012
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

Council Bill/Resolution No. 1003-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Amendment to Intergovernmental Agreement between Rock Island County Metropolitan Mass Transit District, an Illinois Municipal Corporation, (“MetroLINK”), and the City.

WHEREAS, MetroLINK instituted a program to encourage the use of natural gas as a fuel to power certain of its vehicles and vehicles of other entities and executed an Intergovernmental Agreement with the City to locate a fueling station and fueling equipment at the City’s Public Works property; and

WHEREAS, the Intergovernmental Agreement was executed March 5, 2002, for a term of seven years with an option for renewal of an additional seven years; and

WHEREAS, MetroLINK wishes to extend the renewal term to ensure future rights to use the City’s property for its fueling station and equipment given that it plans to make significant capital improvements to the site and seeks to ensure it can recoup these capital costs; and

WHEREAS, the City wishes to continue its participation in this Intergovernmental Agreement for the following public purposes, which purposes shall include, without limitation, the expanded use of natural gas to power vehicles within and without the City for the general public benefit, including the improvement of the health, safety and welfare of the City and its residents; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly in order to implement Article VII, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.).

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

That the Mayor and City Clerk are hereby authorized to execute the Amendment to Intergovernmental Agreement between MetroLINK and the City, provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 8, 2013
Date

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment to Intergovernmental Agreement is made as of the ____ day of _____, 2013 by and between the CITY OF MOLINE, ILLINOIS, an Illinois Municipal Corporation, (“City”) and ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT, an Illinois Municipal Corporation, (“MetroLINK”), and in the consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

RECITALS

WHEREAS, MetroLINK instituted a program to encourage the use of natural gas as a fuel to power certain of its vehicles and vehicles of other entities and executed an Intergovernmental Agreement with the City to locate a fueling station and fueling equipment at the City’s Public Works property; and

WHEREAS, the Intergovernmental Agreement was executed March 5, 2002, for a term of seven years with an option for renewal of an additional seven years; and

WHEREAS, MetroLINK wishes to extend the renewal term to ensure future rights to use the City’s property for its fueling station and equipment given that it plans to make significant capital improvements to the site and seeks to ensure it can recoup these capital costs; and

WHEREAS, the City wishes to continue its participation in this Intergovernmental Agreement for the following public purposes, which purposes shall include, without limitation, the expanded use of natural gas to power vehicles within and without the City for the general public benefit, including the improvement of the health, safety and welfare of the City and its residents; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by

law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly in order to implement Article VII, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.).

NOW THEREFORE, in a spirit of comity and pursuant to the appropriate constitutional and statutory provisions, and in the exercise of the City's home rule power, the City and MetroLINK hereby agree to amend the Intergovernmental Agreement of March 5, 2002, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, as follows:

1. The City hereby leases to MetroLINK for the rental amount of One Dollar (\$1.00) per year for a term of ten years with an automatic renewal of an additional ten years commencing on the effective date of this Amendment, unless terminated by MetroLINK after the initial ten year term or as otherwise agreed to by the parties, that portion of the real estate commonly known as the fueling station at the Moline Municipal Services Center located at 3635 - 4th Avenue, Moline, Illinois, totaling 2,000 square feet for the compressor and storage area and a nominal area at the end of two of the existing fueling islands for placement of two fueling dispensers, all of which are located approximately as shown on the diagram attached to the Intergovernmental Agreement as Exhibit A and by this reference thereto incorporated herein. If MetroLINK materially breaches this Agreement at any time, then the City may, after six months written notice to MetroLINK of such breach, cancel this Agreement. At the conclusion of the initial ten year term described in this paragraph, the City or MetroLINK may, upon one year's prior written notice, terminate this Agreement.

2. All other provisions of the Intergovernmental Agreement of March 5, 2002, , which are not specifically referenced in this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

**ROCK ISLAND COUNTY
METROPOLITAN
MASS TRANSIT DISTRICT, an
Illinois municipal corporation**

By: _____
Donald Welvaert, Mayor

By: _____
_____, Board Chairman

Attest: _____
Tracy A. Koranda, City Clerk

Attest: _____

Approved as to Form:

Approved as to Form:

Maureen E. Riggs, City Attorney

_____, Attorney

Council Bill/Resolution No.: 1004-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Water Plant Manager to accept a proposal from Greeley and Hansen LLC, for professional engineering services required to establish the basis of design and determine the most cost-effective ultraviolet (UV) equipment arrangement for the Water Plant UV Disinfection Project, in an amount not-to-exceed \$45,000.00.

WHEREAS, the City of Moline has encountered several significant unanticipated challenges that necessitate revision of the basis of design for the Water Plant UV Disinfection Project; and

WHEREAS, Staff has determined that Greeley and Hansen LLC is best qualified to provide the required professional engineering services for this important project.

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

That the Water Plant General Manager is hereby authorized to accept a proposal from Greeley and Hansen LLC for professional engineering services required to establish the basis of design and determine the most cost-effective ultraviolet (UV) equipment arrangement for the Water Plant UV Disinfection Project, in an amount not-to-exceed \$45,000.00; provided said contract is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 8, 2013

Date

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR WATER TREATMENT PLANT UV DISINFECTION ALTERNATIVES STUDY**

between

CITY OF MOLINE, ILLINOIS

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the ____ day of _____ in the year 2013 between the City of Moline, Illinois, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, hereinafter referred to as ENGINEER, for professional engineering services in connection with evaluation of UV treatment alternatives to address revised IEPA requirements/regulations for improvements to the CITY'S water treatment plant facilities, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide appropriate professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The basic services under the PROJECT comprise re-evaluation of UV treatment alternatives to address revised IEPA requirements/regulations for improvements to the CITY'S water

treatment plant facilities as set forth in Attachment A. ENGINEER shall provide professional engineering services as required to complete basic services, as set forth in Attachment A to the approval of CITY. ENGINEER shall not perform services beyond the scope as defined in Attachment A without the prior written authorization of CITY.

B. Additional Services

At CITY'S request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II of this AGREEMENT for which CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a multiplier of 3.0 to cover overhead and profit. Such rates shall

be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours. The annual base salary for Principals is as established by the LLC for each calendar year.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of subconsultants and other professional associates at their invoiced fees to ENGINEER.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost of any direct reimbursable expenses incurred in connection with performing the services. Such expenses shall include but not be limited to the following:

- Outside support services
- Printing of memoranda and reports
- Travel¹ and subsistence
- Expendable supplies
- Document reproduction

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

Total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, overhead, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services plus profit. It is agreed that the total compensation to ENGINEER for performing basic services will not exceed a total estimated cost of \$45,000 as set forth in Attachment A. ENGINEER agrees to strive to perform the services specified in the Scope of Basic Engineering Services,

¹ Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

Attachment A, within such total estimated cost. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of any phase of basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and revised estimate of such total cost for the performance of basic services.

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", and "any phase of basic services" as used in this Article III. C., shall mean "additional services" and the terms "Attachment A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
3. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended beyond time limits specified in "Attachment A" or any accepted and authorized proposal for additional services for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY'S RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY'S requirements for the PROJECT.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including previous reports, records, drawings, specifications and any other data relative to the PROJECT.
- C. Furnish all testing and analysis of water samples required for the PROJECT
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish above record information and services at CITY'S expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.
- F. Designate in writing a person to act as CITY'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to

transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

- G. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by the ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for Basic Services and for each separately accepted and authorized proposal for additional services, ownership of the instruments of service for said phase or additional services authorized shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

Any changes or modifications to the instruments of service of the ENGINEER which are introduced by anyone other than the ENGINEER and any improper use of the instruments of service might have adverse consequences. Therefore, the use of the ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's

fees, arising out of the use of ENGINEER'S instruments of service for this PROJECT by the CITY or by others acting for the CITY.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

Documents delivered on electronic media shall not be used on other projects, for additions or extensions to this PROJECT or for completion of this PROJECT, except by agreement in writing with and appropriate compensation to the ENGINEER.

Because documents stored on electronic media can deteriorate undetected or be modified without the ENGINEER'S knowledge, the CITY agrees that the ENGINEER will not be held liable for the completeness or correctness of the electronic documents after an acceptance period of 30 days after receipt of the documents by the CITY. During this period, CITY may review and examine the electronic documents and any errors detected during this time will be corrected. Any changes requested after the acceptance period will be considered additional services to be performed as provided in the subsection of this AGREEMENT titled "Additional Services." ENGINEER shall not be responsible for maintaining copies of electronic files after the close of the acceptance period. The ENGINEER remains responsible for printed instruments of service, including sealed and signed drawings and specifications, all of which shall govern in case of conflict with the electronic documents.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. B. 1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as

described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Illinois

I. Subconsultants

During the performance of the AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage.
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims. Engineer shall name the CITY and its employees as additional insured under the commercial general liability insurance coverage.
3. Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

Suitable evidence of the above insurance coverage is to be provided to the CITY before commencement of PROJECT services by the ENGINEER. Such evidence shall contain the following cancellation clause verbatim: "No cancellation before expiration dates of the policies listed herein above shall be effective unless the holder of this certificate has received at least ten (10) days prior written notification of said cancellation."

K. Engineer's Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of Project and Construction cost are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction cost will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those

explicit in this AGREEMENT, or

4. An assumption by the ENGINEER of the liabilities of any other party.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all drawings, specifications and other products or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by arbitration if the PARTIES mutually agree or in an Illinois court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY'S ordinances and the Illinois Human Rights Act, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

P. Indemnification

The ENGINEER agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the CITY, the ENGINEER shall indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss to the extent arising out of the negligent acts or omissions hereunder by the ENGINEER or third parties retained by the ENGINEER.

Q. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

GREELEY AND HANSEN LLC

At Mr. Paul Vogel

100 South Wacker Dr., Suite 1400

Chicago, Illinois 60606

To CITY

City Of Moline, Illinois

Attn Mr. David A. Owens

Water Plant Manager

30 – 18th Street, Moline, IL 61265

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

City Of Moline, Illinois

GREELEY AND HANSEN LLC

Approved:

David A. Owens
Water Plant Manager

Title

Paul Vogel
Executive Vice President

Title

Attest:

Tracy Koranda
City Clerk

Title

Title

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR WATER TREATMENT PLANT IMPROVEMENTS**

ATTACHMENT A

Letter Proposal dated December 5, 2012 including:

Exhibit A – Scope of Services

Exhibit B – Estimated Engineering Fees



GREELEY AND HANSEN

100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606
p 312 558 9000
f 312 558 1986
www.greeley-hansen.com

December 5, 2012

Mr. Dave Owens
Water Plant Manager
Water Treatment Plant
30 -18th Street
Moline, Illinois 61265

Subject: Proposal for Evaluation of UV Treatment Alternatives to address Revised IEPA Requirements/Regulations

Dear Mr. Owens:

As you requested, we are pleased to propose engineering services for the evaluation of UV Treatment Alternatives to address revised Illinois Environmental Protection Agency (IEPA) Requirements/Regulations.

Previous Advanced Treatment Studies, completed in December 2009, recommended that UV disinfection facilities be utilized at the Moline Water Treatment Plant to provide increased protection from microbial contaminants required by the USEPA Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR). Based on these studies, it was further recommended that the new facilities be UV units installed on individual filters (8 UV units total) sized to provide 2.5 logs additional treatment. Each UV unit would match the 3-mgd capacity of the filter it would be installed on for a total treatment capacity of 24 mgd.

Design of the UV facilities was started in April 2010 based on the installation of 12" diameter UV reactors on individual filters to meet the above requirements. As the design progressed, IEPA identified changes in UV design criteria that challenge the validity of the City's decision relating to the installation of UV units on individual filters. Units of diameters larger than 12" would be required with treatment capacity being significantly less than 2.5 logs and 24 mgd.

The use of UV remains the preferred treatment process for meeting the City's requirements for additional treatment in compliance with the LT2ESWTR. This further evaluation of UV treatment alternatives is needed to assess if the installation of 2 or 3 larger UV units on the combined filter effluent piping would provide more economical treatment than provision of 8 larger diameter units on individual filters in light of the IEPA identified changes in UV design criteria.

Mr. Dave Owens

- 2 -

December 5, 2012

The attached Exhibit A summarizes the proposed scope of services discussed with you. As shown in Exhibit B, we estimate that the scope of services can be completed within a budget of \$45,000.

We would be pleased to discuss our proposal with you further at your convenience. Please let us know if you have questions or require any additional data.

Yours very truly,

Greeley and Hansen LLC



Anant Sriram, P.E.
Project Manager

C: Steve McGowan, P.E.



**CITY OF MOLINE, ILLINOIS
WATER TREATMENT PLANT**

**Evaluation of UV Treatment Alternatives to address Revised IEPA Requirements/Regulations
Exhibit A - Scope of Services**

**Greeley and Hansen
December 2012**

Previous Advanced Treatment Studies, completed in December 2009, recommended that UV disinfection facilities be utilized at the Moline Water Treatment Plant to provide increased protection from microbial contaminants required by the USEPA Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR). Based on these studies, it was further recommended that the new facilities be UV units installed on individual filters (8 UV units total) sized to provide 2.5 logs additional treatment. Each UV unit would match the 3-mgd capacity of the filter it would be installed on for a total treatment capacity of 24 mgd.

Design of the UV facilities was started in April 2010 based on the installation of 12" diameter UV reactors on individual filters to meet the above requirements. As the design progressed, IEPA identified changes in UV design criteria that challenge the validity of the City's decision relating to the installation of UV units on individual filters. Units of diameters larger than 12" would be required with treatment capacity being significantly less than 2.5 logs and 24 mgd.

The use of UV remains the preferred treatment process for meeting the City's requirements for additional treatment in compliance with the LT2ESWTR. This further evaluation of UV treatment alternatives is needed to assess if the installation of 2 or 3 larger UV units on the combined filter effluent piping would provide more economical treatment than the provision of 8 larger diameter units on individual filters in light of the IEPA identified changes in UV design criteria.

The UV alternatives to be reviewed as part of this re-evaluation include:

- Larger UV units installed on the effluent of individual filters
- Combined filter effluent UV units installed in Clearwell No. 1
- Combined filter effluent UV units installed in new Pipe Gallery space constructed between Sedimentation Basin No.3 and the Operations Building
- Combined filter effluent UV units installed in new Pipe Gallery space constructed between Clearwell No. 2 and the Operations Building
- Other alternatives that may be identified

Proposed tasks are as follows:

1. Establish/Document – Journey so far (*in terms of UV Project*)
 - a. Findings of the previous Advanced Treatment Studies
 - b. Initial 12-inch diameter design sizing of UV treatment units for Moline Plant
 - c. Revised IEPA UV Requirements/Regulations
 - d. Moline Water Treatment Plant UVT Measurements

- e. Comparison of UV Treatment Capacities for 12-inch diameter UV Units – Initial vs. Revised
2. Evaluate Baseline Conditions for UV Design (*City Decisions Required*)
 - a. UV Treatment Capacity for Plant, MGD
 - b. UVT Percentages for UV Design
 - c. Log Removal of Cryptosporidium to be Provided
 - d. Discussion on recent weather patterns
 - e. Other Considerations
 3. Prepare Revised UV Basis of Design Reflecting Revised IEPA UV Requirements/Regulations
 - a. UV design flow, MGD
 - b. UVT Percentages for UV Design
 - c. Log Removal of Cryptosporidium to be Provided
 - d. UV Design Criteria
 - i. Dosage
 - ii. Surrogate Organism – MS2 with additional safety factor
 - iii. Other
 - e. Number and Sizes of UV Units Required
 - i. Individual Filter Effluent Alternative
 - ii. Combined Filter effluent alternatives
 - f. Discussions with IEPA
 4. Development of UV Alternatives (For each of the Four Alternatives to be Evaluated)
 - a. Equipment Layout and Sketches showing Space and Building Requirements
 - b. Impact of proposed arrangement/location on other current and potential future treatment plant operations and processes
 - i. During Construction
 - ii. Completed Project
 - c. Hydraulic Evaluation
 - i. Hydraulic Calculations and Pipe Sizing Considerations
 - ii. Impact on other treatment processes and clearwell storage capacity
 - d. Estimated Costs
 - i. Capital Costs
 - ii. Annual Operation and Maintenance Costs
 5. Comparative Evaluation of Alternatives
 - a. Plant Space Utilization
 - b. Functionality
 - c. Reliability
 - d. Ease of Operation and Maintenance
 - e. Comparative Costs
 6. Findings and Recommendations
 - a. Summary of Alternatives
 - b. Recommended Alternative
 - c. Recommendations for Proceeding with UV Design



CITY OF MOLINE

CITY OF MOLINE
WATER TREATMENT PLANT

Proposal for Evaluation of UV Treatment Alternatives to address Revised IEPA
Requirements/Regulations
Exhibit B - Estimated Engineering Fees

Greeley and Hansen
December 2012

Task No.	Task Description	Work Days	Total Billable Fees ^{1,2}
1	Project Workshop at Moline WTP	2	\$3,000
2	Documentation of UV Project	1	\$1,000
3	Establish Baseline Conditions	2	\$2,000
4	UV Basis of Design	5	\$6,000
5	Development of UV Alternatives	24	\$23,000
6	Comparative Evaluation of Alternatives	2	\$2,000
7	Findings and Recommendations	6	\$6,000
8	IEPA - Interactions	2	\$2,000
Estimated Total		44	\$45,000

Notes:

1. Professional services direct labor, indirect overhead and profit based on a salary multiplier of 3.0
2. Includes printing, travel and reimbursable costs

Council Bill/Resolution No.: 1005-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the purchase of six flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford in Greenfield, Illinois in the amount of \$167,424.00.

WHEREAS, Fleet Services has budgeted to replace six police pursuit vehicles in 2013 for a budgeted amount of \$185,985.00; and

WHEREAS, Morrow Brothers Ford in Greenfield, Illinois is currently the Illinois State Bid Joint Purchase contract holder for the 2013 Ford Police Pursuit Vehicle; and

WHEREAS, authorization is requested to reassign and in due course, dispose of six units by the method most advantageous to the City.

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

That the City Council hereby authorizes the Fleet Manager to purchase six flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford in Greenfield, Illinois in the amount of \$167,424.00; provided, however, that said quotation is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date

January 8, 2013

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

**STATE OF ILLINOIS JOINT PURCHASE CONTRACT
4017160
2013 POLICE PURSUIT VEHICLE**

ORDERING AGENCY: _____

CONTACT PERSON: _____ CELL # _____

FORD FLEET # _____ PURCHASE ORDER# _____

QUANTITY _____ COST EACH \$ _____

ADDRESS: _____

CITY: _____ ZIP: _____ TAX EXEMPT #: E999

PHONE: _____ FAX: _____ EMAIL: _____

TOTAL ORDER COST \$ _____

SIGNATURE _____ TITLE _____

PLEASE MAIL ORDER TO:
MORROW BROTHERS FORD INC.
RR 2 BOX 120
GREENFIELD, IL 62044

PHONE# 1-217-368-3037
FAX# 1-217-368-3517
EMAIL: Richie@morrowbrothersfordinc.com

PLEASE SUMMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2013 FORD POLICE INTERCEPTOR UTILITY

BASIC UNIT TO INCLUDE:

- All Wheel Drive
- 3.7 V6 Police Calibrated
- Police Calibrated H.D. Brakes
- 6 Speed H.D. Transmission
- Column Shifter
- Transmission/Engine Oil Cooler
- 220 Amp H.D. Alternator
- 750 CCA H.D. Battery
- Engine Hour Meter
- Full Size Spare Tire
- 18.6 Gallon Fuel Tank
- Air Conditioning
- Cruise Control
- Tilt Steering Wheel
- Power Locks/Windows/Mirrors
- H.D. Vinyl Floor Covering
- Intermittent Wipers
- Rear Window Defroster
- Cloth Front Bucket Seats
- Vinyl Rear Bench Seat
- Ignition Override System
- Red/White Dome Light
- Pre Drilled Corner Lamp Modules
- Tail Lamp Lighting Solution
- Driver's Side Spot Light
- All Other Standard Equipment

2013 FORD POLICE INTERCEPTOR SEDAN FWD

BASIC UNIT TO INCLUDE:

***Includes All Of The Utility Equipment Listed Above With The Following Exceptions.**

- Front Wheel Drive
- 3.5L V6 Engine
- 19 Gallon Fuel Tank
- No Tail Lamp Lighting Solution (May Be Added)
- Incandescent Driver's Side Spot Light

2013 FORD POLICE INTERCEPTOR UTILITY

- Police Utility All Wheel Drive.....\$25,820.00*
- Police Utility Front Wheel Drive.....\$24,820.00
- Police Sedan All Wheel Drive.....\$23,770.00
- Police Sedan Front Wheel Drive.....\$22,796.00
- Non Police Utility Front Wheel Drive.....\$23,880.00
- Non Police Utility All Wheel Drive.....\$25,660.00
- Non Police Sedan Front Wheel Drive.....\$21,460.00

Utility Spot Light (Please Choose)

- Incandescent LED

May Delete The Following For Credit

- *Ignition Override.....-\$110.00
- *Steering Wheel Accessory Switches.....-\$90.00
- *Tail Lamp Lighting Solution.....-\$350.00
- *Drivers Side Spot Light.....-\$325.00

Police Interceptor Utility and Sedan Color Options

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> AQ Arizona Beige Metallic <input type="checkbox"/> BU Medium Brown Metallic <input type="checkbox"/> HG Smoke Stone Metallic <input type="checkbox"/> J1 Kodiak Brown Metallic <input type="checkbox"/> J4 Deep Impact Blue <input type="checkbox"/> JL Dark Toreador Red Metallic <input type="checkbox"/> KR Norseia Blue Metallic <input type="checkbox"/> LK Dark Blue <input type="checkbox"/> LM Royal Blue <input type="checkbox"/> LN Light Blue Metallic | <ul style="list-style-type: none"> <input type="checkbox"/> LS Light Ice Blue Metallic <input type="checkbox"/> MM Ultra Blue Metallic <input type="checkbox"/> TM Light Gray <input type="checkbox"/> TN Silver Grey Metallic <input type="checkbox"/> UA Ebony <input type="checkbox"/> UJ Sterling Grey Metallic <input type="checkbox"/> UX Ingot Silver Metallic <input type="checkbox"/> YG Medium Titanium Metallic <input type="checkbox"/> YZ Oxford White |
|---|--|

Special Paint and Wrap Options (White Wrap ONLY)

- Special Paint W4650D- 12R13 Fire Chief Red (Utility ONLY).....\$890.00
- 91D Vinyl Word Wrap "POLICE" (White Only, Not Available with Two Tone Wrap).....\$860.00
- 91A Two Tone Vinyl Wrap- Roof, Front & Rear Doors.....\$860.00
- 91B Two Tone Vinyl Wrap- Roof & Hood-Utility Includes Deck Lid On Sedan.....\$860.00
- 91C Two Tone Vinyl Wrap- Roof & Front Doors ONLY.....\$860.00

Utility and Sedan Seating Option

- Cloth Front Bucket Seats & Cloth Rear Bench.....\$50.00

2013 FORD POLICE INTERCEPTOR UTILITY/SEDAN OPTIONS

- Daytime Running Lights.....\$35.00
- Rear Dark Tint Privacy Glass (Utility Only).....\$220.00
- Red/White Interior Cargo Area Light (Utility Only).....\$55.00
- 18" Full Wheel Face Covers.....\$50.00
- Pre-Wiring Grill Lamp, Siren, Speaker.....\$45.00
- 100 Watt Siren/Speaker.....\$250.00
- Ballistic Drivers Door Panel.....\$1,300.00
- Ballistic Front Door Panels.....\$2,600.00
- Rear View Camera.....\$445.00
- Sync Voice Activated Communication.....\$245.00
- Lockable Gas Cap.....\$15.00
- Blind Spot Monitoring (Requires SYNC).....\$490.00
- Molded Splash Guards (4).....\$190.00
- Reverse Sensing.....\$290.00
- Engine Block Heater.....\$30.00
- Carpet Floor Covering.....\$105.00
- Rear Inside Handles & Locks Inoperable.....\$30.00
- Rear Windows Driver Controlled.....\$20.00
- Hidden Door Lock Plunger.....\$145.00
- Rear Console Plate.....\$30.00
- Auxiliary A/C.....\$500.00
- Rustproof and undercoat.....\$490.00
- Undercoat.....\$200.00
- Scotch Guard.....\$90.00
- Service Manual.....\$295.00
- Roof Rack Side Rails.....\$80.00
- License and Title Fees.....\$169.00
- Delivery- Single Unit.....\$275.00
- Delivery- Multiple Units.....\$225.00 Each
- Passenger Side Spotlight **SPECIFY:** Incandescent LED.....\$185.00
- Frontal Air Bag Shutoff Switch.....\$175.00
- Side Curtain Air Bag Shutoff Switch.....\$225.00
- 3.5L V6 Eco Boost 365HP (All Wheel Drive Sedan Only).....\$2,990.00

Fleet Single Keyed- No Charge (Not Available with Keyless Entry)

- 1435X 1284X 0135X 0576X 1111X
- Extra Key(s).....\$25.00 Each Quantity _____
- Extra Remote.....\$169.00 Each Quantity _____

2013 FORD POLICE INTERCEPTOR UTILITY/SEDAN PACKAGES

- Police Interior Upgrade Package.....\$390.00
 - Cloth Rear Seats
 - Floor Mats Front & Rear
 - 1st Row Carpet Floor Covering with 2nd Row Vinyl Floor Covering
 - Full Floor Console with Unique Police Finish Panels
 - Not Available with Cargo Wiring Upfit or Ready For The Road Package

- Front Headlamp Lighting Solution.....\$650.00
 - Two Front Integrated LED Lights (In Headlamps)

- Rear Lighting Solution.....\$480.00
 - (2) Backlit Flashing LED Lights (Window Mounted On Each Side of Rear Decklid Glass)
 - (2) Lift Gate Flashing LED Lights

- Cargo Wiring Upfit Package.....\$1,100.00
 - Rear Console mounting Plate
 - Wiring Harness- Two (2) LED Light Cables (Supports Up To 6 LED Lights)
 - Two (2) Grille LED Light Cables
 - Cargo Area Power Distribution Box
 - Two (2) 50 Amp Battery and Ground Circuits In RH Rear Quarter
 - One (1) 10 Amp Siren/Speaker (Engine to Cargo Area)
 - WHELEN Lighting Controller
 - WHELEN PCC8R Light Relay Center (Mounted behind 2nd Row Seat)
 - Light Controller/Relay Center Wiring

- Ready For The Road Package.....\$3,390.00
 - WHELEN Cencom Light Controller
 - WHELEN Cencom Relay Center/Siren Amp
 - Light Controller/Relay Cencom Wiring
 - Grille LED Lights
 - 100 Watt Siren/Speaker
 - (9) I/O Digital Serial Cable (Console to Cargo)
 - Hidden Door Lock Plunger & Rear Door Handles Inoperable
 - Rear Console Mounting Plate

More Options to Follow In The Near Future

2013 Ford Police Interceptor Utility

Options ↓↓↓↓	Unit →→→	302	310	311	382	386	387	Option Totals
Ford Utility Crossover	\$25,820.00	2013	2013	2013	2013	2013	2013	\$154,920.00
Rear Console Plate	\$30.00	X	X	X	X	X	X	\$180.00
Rear Windows Driver Controlled	\$20.00	X	X	X	X	X	X	\$120.00
Rear Lighting Solution	\$480.00	X	X	X	X	X	X	\$2,880.00
License and Title	\$169.00	X	X	X	X	X	X	\$1,014.00
Additional Key	\$25.00	X	X	X	X	X	X	\$150.00
Red/White Interior Cargo Light	\$55.00	X	X	X	X	X	X	\$330.00
Replace Deep Tint Side & Rear Glass with Clear	\$220.00	X	X	X	X	X	X	\$1,320.00
Cars Keyed Alike	\$0.00	X	X	X	X	X	X	\$0.00
UA Ebony Exterior	\$0.00	X	X	X	X	X	X	\$0.00
Delivery Charge	\$225.00	X	X	X	X	X	X	\$1,350.00
91D "POLICE" Identification Package	\$860.00	X	X	X	X	X	X	\$5,160.00
								\$167,424.00

Total Cost 6 Crossover Units in 2013

\$167,424.00

Total Cost per vehicle

\$27,904.00

Council Bill/Resolution No.: 1006-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the purchase of four John Deere E-Gator utility units for the Parks Maintenance Division, from John Deere Company in Cary, North Carolina, for the total amount of \$43,730.05.

WHEREAS, Fleet Services has budgeted to replace four utility vehicles in 2013 for a budgeted amount of \$44,900.00; and

WHEREAS, said units have exceeded their reliable, useful life and Parks Maintenance has determined that a complete all-electric utility fleet will work in its operation; and

WHEREAS, Rock Island County has an active contract available for joint purchase; and

WHEREAS, authorization is requested to reassign and, in due course, dispose of four existing units by the method most advantageous to the City.

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

That the City Council hereby authorizes the Fleet Manager to purchase four John Deere E-Gator utility units for the Parks Maintenance Division, from John Deere Company in Cary, North Carolina, for the total amount of \$43,730.05; provided, however, that said quotation is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 8, 2013

Date

Passed: January 8, 2013

Approved: January 15, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

ROCK ISLAND COUNTY
Grounds Care Equipment

Contract Number: 10-LT00777
Contract Period: April 6, 2010 – March 31, 2013
Eligibility: State Agencies are not eligible to use this contract. Eligible agencies are Illinois Counties and other Political Subdivisions, which include Cities, Townships, Parks & Recreation and Government Funded Non-profit Agencies.

All orders must show John Deere Company as the vendor and reference the contract and item number.

Purchase orders should be submitted to:
John Deere Company
2000 John Deere Run
Cary, NC 27513



CONTRACT INFORMATION

Quotes

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.

Tax Requirements	Yes – See Information Below
Allied (non-Deere)	Yes – See Information Below
Credit Cards	Yes – See Information Below
Fees	None
Leasing	Yes – See Information Below
Multiple Unit Discount	Not Given
Non-contract (Deere)	Yes – See Information Below
Rental	Yes – See Information Below
Trade-In	Yes – See Information Below
Miscellaneous	None

Tax Requirements

Please click on the following link to complete the required form.

https://secured.deere.com/en_US/govsales/httpscontent/taxcient_index.html

Allied (non-Deere)

Yes, allied equipment may be included on the PO and must be itemized and noted as allied. Allied Equipment is any equipment / item that is not John Deere.

Credit Cards

Use of credit cards is permitted.

Fees

None

Leasing

Standard and municipal leases are permitted.

Multiple Unit Discount Program

Not Given

Non-Contract (Deere)

Yes, non-contract equipment may be included on the PO and must be itemized and noted as non-contract equipment. Non-Contract equipment is any John Deere item that is not on contract.

Rental

See pricing structure below.

Trade-In

Trade-ins are permitted and must be itemized on PO.

Miscellaneous

None



Price Structure

PRODUCT DESCRIPTION:	PRICE TAB	LIST PRICE DISCOUNT %	PRICE PAGE DATES
Lawn Tractors (excludes D100 and LA Series)	L25	19%	Current Pricing
Garden Tractors	L30	19%	Current Pricing
Equipment for Riders & Tractors	L35	19%	Current Pricing
Commercial Walk-Behind Mowers	C10	14%	Current Pricing
Commercial Zero Turn Radius Mowers	C13	24%	Current Pricing
Commercial Front Mowers	C15	24%	Current Pricing
Commercial Wide-Area Mowers	C18	24%	Current Pricing
Debris Maintenance	G30	23%	Current Pricing
Special Application Mowers	G15	23%	Current Pricing
Walk-Behind Products	L15	0%	Current Pricing
Residential Zero-Turn Mowers	L21	0%	Current Pricing
Compact Utility Tractors	C20	18%	Current Pricing
Equipment for Compact Utility Tractors	C25	18%	Current Pricing
Tractors 5000's Series 6000's & 7000's Series	A2	19% 24%	Current Pricing
Crossover Utility Vehicles & Equipment	C41	17%	Current Pricing
Equipment for Utility Tractors	A9	24%	Current Pricing
Recreational Utility Vehicles	C39	17%	Current Pricing
Mid-Duty Crossover Utility Vehicles & Equipment	C40	17%	Current Pricing
Utility Vehicles & Equipment	C42	17%	Current Pricing
High Performance Utility Vehicles & Equip	C47	17%	Current Pricing
Reel Mowers	G10	23%	Current Pricing
Special Application Vehicles and Equipment	G20	23%	Current Pricing

Aeration	G25	23%	Current Pricing
<u>FRONTIER EQUIPMENT:</u>			
Cutting & Mowing		19%	Current Pricing
Hay & Forage		19%	Current Pricing
Landscaping		19%	Current Pricing
Loader Attachments		19%	Current Pricing
Planting & Seeding		19%	Current Pricing
Snow Equipment		19%	Current Pricing
<u>TRACTOR RENTAL PROGRAM:</u>	<u>PRODUCT:</u>	PRICE PER HR (350 Hours Minimum)	PRICE PER HR (Exceeding 350 Hrs)
Term of Rental – <u>8 months</u>	All 5 and 6D Series, 6105R, 6115R, 6125R	\$__ 16.99	\$__ 16.99__
	6170R, 6190R, 6210R	\$__ 19.99	\$__ 19.99__
	Loader	\$__ 2.00__	\$__ 2.00__
<u>TRACTOR RENTAL PROGRAM:</u>	<u>PRODUCT:</u>	PRICE PER HR (450 Hours Minimum)	PRICE PER HR (Exceeding 450 Hrs)
Term of Rental – <u>12 months</u>	All 5 and 6D Series, 6105R, 6115R, 6125R	\$__ 16.99__	\$__ 16.99__
	6170R, 6190R, 6210R	\$__ 19.99__	\$__ 19.99__
	Loader	\$__ 2.00__	\$__ 2.00__

Payment Remittance Information –

John Deere Government and National Sales remittance address is different from the vendor address listed above of Cary, NC. Please remember to advise customers of this as they may internally require this information to be on their purchase orders when they are issued.

Correct remit to address is:

**John Deere Gov't and Nat'l Sales
21748 Network Place
Chicago, IL 60673-1217**

Please contact Government Sales for assistance on quoting at 1-800-358-5010 Option 2.

UPDATES:

25Jul12 – Added C39 Recreational Utility Vehicles

23Mar12 – Rental rates updated

21Mar12 – Contract renewed; Discontinued sections L40 and C19 removed from contract

13Jan12 – Removed TLB (C27); Added Mid Duty Gators (C40) and updated rental 7030 series to 6R series

06Apr11 – Contract renewal; some discounts changed

07May10 - Added the word “minimum” under the 350 hours and 450 hours for rentals



Quote Id: 7439115

Customer Name: CITY OF MOLINE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

HOLLAND & SONS, INC.
939 US Hwy 6 East
Geneseo, IL 61254
309-944-2101

Quote Summary

Prepared For:

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265
Business: 309-524-2380

Delivering Dealer:

HOLLAND & SONS, INC.
Justin Goodrich
939 US Hwy 6 East
Geneseo, IL 61254
Phone: 309-944-2101
jgoodrich@hollandandsons.com

Quote ID: 7439115

Created On: December 03, 2012

Last Modified On: December 03, 2012

Expiration Date: December 31, 2012

Equipment Summary

Selling Price

Qty

Extended

JOHN DEERE Gator TE Electric (145
Amp) Utility Vehicle

\$ 9,964.50 X

4 =

\$ 39,858.00

Contract: IL Assoc of County Board Members_10-LT00777-A

Price Effective Date: December 3, 2012

Deluxe Glass Cab

\$ 3,432.52 X

1 =

\$ 3,432.52

Contract: IL Assoc of County Board Members_10-LT00777-A

Price Effective Date: December 3, 2012

Electrical Kit

\$ 184.26 X

1 =

\$ 184.26

Contract: IL Assoc of County Board Members_10-LT00777-A

Price Effective Date: December 3, 2012

Windshield Wiper Kit

\$ 255.27 X

1 =

\$ 255.27

Contract: IL Assoc of County Board Members_10-LT00777-A

Price Effective Date: December 3, 2012

Equipment Total

\$ 43,730.05

* Includes Fees and Non-contract items

Quote Summary

Equipment Total

\$ 43,730.05

Trade In

SubTotal

\$ 43,730.05

Total

\$ 43,730.05

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 43,730.05

Salesperson : X _____

Accepted By : X _____



Quote Id: 7439115

Customer Name: CITY OF MOLINE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

HOLLAND & SONS, INC.
939 US Hwy 6 East
Geneseo, IL 61254
309-944-2101

Salesperson : X _____

Accepted By : X _____

CONFIDENTIAL



Selling Equipment

Quote Id: 7439115 Customer Name: CITY OF MOLINE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

HOLLAND & SONS, INC.
 939 US Hwy 6 East
 Geneseo, IL 61254
 309-944-2101

JOHN DEERE Gator TE Electric (145 Amp) Utility Vehicle

Hours:

Stock Number:

Contract: IL Assoc of County Board Members_10-LT00777-A

Selling Price *
 \$ 9,964.50

Price Effective Date: December 3, 2012

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
563GM	Gator TE Electric (145 Amp) Utility Vehicle	4	\$ 10,899.00	22.00	\$ 2,397.78	\$ 8,501.22	\$ 34,004.88
Standard Options - Per Unit							
0202	US/Canada	4	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Cayman Turf Tires	4	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Non Adjustable Seat	4	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake & Tail Light, Spray-On Liner & Tail Light Protector	4	\$ 496.00	22.00	\$ 109.12	\$ 386.88	\$ 1,547.52
3100	48V to 12V Converter	4	\$ 586.00	22.00	\$ 128.92	\$ 457.08	\$ 1,828.32
4000	Cargo Box Power Lift	4	\$ 720.00	22.00	\$ 158.40	\$ 561.60	\$ 2,246.40
5010	Less Front Protection Package	4	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5110	Less Rear Protection Package	4	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
6000	1.25 In. (38mm) Rear Receiver Hitch	4	\$ 74.00	22.00	\$ 16.28	\$ 57.72	\$ 230.88
Standard Options Total			\$ 1,876.00		\$ 412.72	\$ 1,463.28	\$ 5,853.12
Suggested Price							\$ 39,858.00
Total Selling Price			\$ 12,775.00		\$ 2,810.50	\$ 9,964.50	\$ 39,858.00

Deluxe Glass Cab



Selling Equipment

Quote Id: 7439115 Customer Name: CITY OF MOLINE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HOLLAND & SONS, INC.
939 US Hwy 6 East
Geneseo, IL 61254
309-944-2101

Equipment Notes:
Hours:
Stock Number:
Contract: IL Assoc of County Board Members_10-LT00777-A
Price Effective Date: December 3, 2012

Selling Price *
\$ 3,432.52

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BM2260 0	Deluxe Glass Cab	1	\$ 4,086.33	16.00	\$ 653.81	\$ 3,432.52	\$ 3,432.52
Suggested Price							\$ 3,432.52
Total Selling Price			\$ 4,086.33		\$ 653.81	\$ 3,432.52	\$ 3,432.52

Electrical Kit

Equipment Notes:
Hours:
Stock Number:
Contract: IL Assoc of County Board Members_10-LT00777-A
Price Effective Date: December 3, 2012

Selling Price *
\$ 184.26

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BM2213 8	Electrical Kit	1	\$ 219.36	16.00	\$ 35.10	\$ 184.26	\$ 184.26
Suggested Price							\$ 184.26
Total Selling Price			\$ 219.36		\$ 35.10	\$ 184.26	\$ 184.26

Windshield Wiper Kit



Selling Equipment

Quote Id: 7439115 Customer Name: CITY OF MOLINE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HOLLAND & SONS, INC.
939 US Hwy 6 East
Geneseo, IL 61254
309-944-2101

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: IL Assoc of County Board Members_10-LT00777-A

\$ 255.27

Price Effective Date: December 3, 2012

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BM2146 2	Windshield Wiper Kit	1	\$ 303.89	16.00	\$ 48.62	\$ 255.27	\$ 255.27
Suggested Price							\$ 255.27
Total Selling Price			\$ 303.89		\$ 48.62	\$ 255.27	\$ 255.27

Council Bill/Special Ordinance No.: 4001-2013

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

WHEREAS, bids were received for various treatment chemicals through the Bi-State Regional Commission, to be used by the Water Division and Water Pollution Control Division; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded as follows to the lowest responsive bidders meeting the specifications:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,643.20/ton.
2. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$392.00/ton.
3. Chlorine (Sodium Hypochlorite) to K. A. Steel Chemicals, Inc., 15185 Main Street, Lemont, Illinois 60439. Price \$0.627/gallon.
4. Hydrofluorosilic Acid to Alexander Chemical Corporation, 1901 Butterfield Road, Suite 120, Downers Grove, Illinois 60515. Price \$582.40/ton.
5. Lime to Mississippi Lime Co., 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$164.50/ton.
6. Liquid Carbon Dioxide to Continental Carbonic Products, 3985 East Harrison Avenue, Decatur, Illinois 62526. Price \$68.00/ton.
7. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 3211 Clinton Parkway Court, Lawrence, Kansas 66047. Price \$216.11/ton.
8. Potassium Permanganate to Marubeni Specialty Chemicals, Inc., 8675 Hidden River Parkway, Tampa, Florida 33637. Price \$4,087.20/ton.; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
2. Cationic Polymer to Ashland Specialty Chemical, 1500 Pincroft Road, Suite 300, Greensboro, North Carolina 27407.
3. Cationic Filter Aid to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
4. Sodium Polyphosphate to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.

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

Section 1. That contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and that the Mayor and City Clerk are hereby authorized and directed to execute the necessary contracts; provided said contracts are substantially similar in form and content to group Exhibit "A" attached hereto and incorporated herein by this reference thereto and have been approved as to form by the City Attorney.

Section 2. That this Special Ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Water Treatment Chemicals with Awarded Vendors – October 29, 2012 - Bid opening

Awarded vendors are in bold/yellow.

SUPPLIER	COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck		
USALCO-Michigan City Plant, LLC	\$469.57/dry ton	\$657,398.00
General Chemical Performance Products	\$548.00/dry ton	\$767,200.00
2. Anhydrous Ammonia - Bulk tank truck		
Tanner Industries, Inc.	\$0.79/lb.	\$65,570.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck		
Carbonite Filter Corporation	\$333.00/ton	\$8,330.00
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags		
Carbonite Filter Corporation	\$0.182/lb.	\$4,732.00
5. Caustic Soda - bulk tank truck		
K.A. Steel Chemicals, Inc.	\$540.00/dry ton – see notes on minimum load	\$164,700.00
Alexander Chemical Corporation	\$620.00/dry ton	\$189,100.00
Brenntag Mid-South, Inc.	\$620.00/DST	\$189,100.00
Vertex Chemical Corporation	\$630.00 – alternate option: \$590/ton firm; 2013 Q1 with quarterly revision thereafter	\$192,150.00
Rowell Chemical Corporation	\$700.00/dry ton	\$213,500.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds		
Norit Americas, Inc.	\$0.565/lb. – Hydrodarco W.	\$67,800.00
Thatcher Company of Montana	\$0.594/lb.	\$71,280.00
F2 Industries, LLC	\$0.623/lb.	\$74,760.00
Jacobi Carbons, Inc.	\$0.747/lb.	\$89,640.00
Standard Purification	\$0.76/lb. – no less than 25,000 lbs.	\$91,200.00
Calgon Carbon Corporation	\$1.30/lb.	\$156,000.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift		
F2 Industries, LLC	\$0.524/lb. – PaCarb+700	\$31,440.00
Thatcher Company of Montana	\$1,098.00/ton	\$32,940.00
Norit Americas, Inc.	\$1,220.00/ton – Hydrodarco W.	\$36,600.00
Jacobi Carbons, Inc.	\$1,354.00/ton	\$40,620.00
Standard Purification	\$0.70/lb. – no less than 25,000 lbs.	\$42,000.00
Prominent Systems, Inc.	\$1,540.00/ton	\$46,200.00
Calgon Carbon Corporation	\$2,600.00/ton	\$78,000.00

8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.		
Norit Americas, Inc.	\$0.625/lb. – Hydrodarco W. (See note from City of Moline on pg 4.)	\$93,750.00
Standard Purification	\$0.84/lb. – no less than 20,000 lbs.	\$126,000.00
Calgon Carbon Corporation	\$1.35/lb.	\$202,500.00
9. Chlorine (Gas) 150 lb. Cylinders		
Alexander Chemical Corporation	\$47.50/150 lb. cylinder	\$14,155.00
Brenntag Mid-South, Inc.	\$0.378 – no sales to East Moline Pool	\$16,896.00
Viking Chemical Corporation	\$.3976/lb. – no sales to East Moline	\$17,772.72
Hawkins, Inc.	\$0.42/lb.	\$18,774.00
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
K.A. Steel Chemicals, Inc.	\$0.627/gallon – see notes on minimum load	\$122,265.00
Vertex Chemical Corporation	\$0.72/gallon	\$140,400.00
Alexander Chemical Corporation	\$0.89/gallon	\$173,550.00
Brenntag Mid-South, Inc.	\$0.90/gallon	\$175,500.00
Rowell Chemical Corporation	\$0.90/gallon	\$175,500.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Brenntag Mid-South, Inc.	\$392.00/ton	\$59,192.00
Alexander Chemical Corporation	\$399.00/ton	\$60,249.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Viking Chemical Corporation	\$1.04/lb. – 50 lb. bag	\$2,704.00
Harcros Chemicals, Inc.	\$1.06/lb. – 50 lb. bag	\$2,756.00
Brenntag Mid-South, Inc.	\$1.16/lb.	\$3,016.00
Interstate Chemical Company	\$1.20/lb.	\$3,120.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
BioSafe Systems	\$1.34/lb. – GreenClear Pro	\$8,174.00
Harcros Chemicals, Inc.	\$1.65/lb.	\$10,065.00
Chemrite, Inc.	\$1.79/lb.	\$10,919.00
Brenntag Mid-South, Inc.	\$2.23/lb.	\$13,603.00
Interstate Chemical Company	\$3.30/lb.	\$20,130.00
14. Hydrofluosilicic Acid - bulk tank truck		
Hawkins, Inc.	\$0.38 – East Moline only	\$28,500.00
Viking Chemical Corporation	\$0.39/lb. – East Moline only	\$29,250.00
Alexander Chemical Corporation	\$0.28/lb.	\$66,500.00

14. Hydrofluosilicic Acid – bulk tank truck continued		
Pennco, Inc.	\$0.304 – full truckload orders only – approx 45,000 lbs.	\$72,200.00
Key Chemical, Inc.	\$609.60/ton or \$0.3048/lb.	\$72,390.00
15. Hydrofluosilicic Acid - 15 gallon buckets		
Brenntag Mid-South, Inc.	\$4.32/gallon	\$3,175.20
Hawkins, Inc.	\$4.50/gallon	\$3,307.50
Viking Chemical Corporation	\$5.00/gallon	\$3,675.00
Harcros Chemicals, Inc.	\$5.80/gallon	\$4,263.00
Interstate Chemical Company	\$6.114/gallon	\$4,680.00
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$164.50/ton	\$156,275.00
Carmeuse Lime, Inc.	\$0.87615 - \$175.23/dry ton – 24 ton minimum	\$166,468.50
Lhoist North America of Missouri, Inc.	\$211.50 – additional fuel surcharge based on rate at time of shipment applies. Material per attached spec sheet.	\$200,925.00
17. Liquid Carbon Dioxide – Tank Supply		
Continental Carbonic Products, Inc.	\$0.034 (\$68.00/ton) – subject to a 20 ton minimum. See additional information on the bottom of page 1 of bid form.	\$12,750.00
Linde, LLC	\$0.0375/lb. – firm price	\$14,062.50
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc.	\$0.1039	\$29,611.50
General Chemical Performance Products, LLC	\$0.1149	\$32,746.50
19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$0.36	\$5,400.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Marubeni Specialty Chemicals, Inc.	\$1.965/lb. / \$108.075/55 gallon drum	\$7,270.50
Viking Chemical Corporation	\$1.99/lb.	\$7,363.00
American International Chemical	\$2.15/lb. – can offer 55 gallon drums	\$7,955.00
Brenntag Mid-South, Inc.	\$3.17/lb.	\$11,729.00
Harcros Chemicals, Inc.	\$3.25/lb.	\$12,025.00

21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
BioSafe Systems	\$1.75/lb. – GCPRO as alternate – 50 lb. pail (Does not meet specs)	\$26,775.00
Marubeni Specialty Chemicals, Inc.	\$1.965/lb. / \$108.075/55 gallon drum	\$30,064.50
Viking Chemical Corporation	\$1.99/lb.	\$30,447.00
F2 Industries, LLC	\$2.19/lb. – Moline \$2.07/lb. – Rock Island K-OX	\$32,067.00
Chemrite, Inc.	\$2.14/lb.	\$32,742.00
American International Chemical	\$2.15/lb.	\$32,895.00
Interstate Chemical Company	\$2.76/lb.	\$42,228.00
Brenntag Mid-South, Inc.	\$3.17/lb.	\$48,501.00
Harcros Chemicals, Inc.	\$3.25/lb.	\$49,725.00
22. Aqua Mag – 55 gallon drums		
F2 Industries, LLC	\$0.617/lb. LOP-1700	\$2,321.154
Hawkins, Inc.	\$0.64/lb. – LPC-AM is our trade name, equal to Aqua-Mag	\$2,407.68
Carus Corporation	\$0.66/lb. Aqua-Mag	\$2,482.92
Shannon Chemical Corporation	\$0.777/lb.	\$2,923.07
Brenntag Mid-South, Inc.	\$0.88/lb.	\$3,310.56
23. Phosphoric Acid – Bulk tank truck		
Prayon, Inc.	\$0.525/lb.	\$23,625.00
F2 Industries, LLC	\$0.539/lb. PA-5800	\$24,255.00
Carus Corporation	\$0.59/lb.	\$26,550.00
Shannon Chemical Corporation	\$0.593/lb.	\$26,685.00
Interstate Chemical Company	\$0.66/lb.	\$29,700.00
Brenntag Mid-South, Inc.	\$0.67/lb.	\$30,150.00
Harcros Chemicals, Inc.	\$0.67/lb.	\$30,150.00

Notes: Item #6 - City of Moline - reserves the right to cancel if the product does not perform adequately or proves to be incompatible with the City's eductor unloading system as outlined in the specifications.

- No Bids**
1. C&S Chemicals
 2. NALCO
 3. Praxair
 4. Solvay Fluorides

Water Chemical Bid Opening – October 29, 2012

City of Moline

November 2012
Financial Report

**CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 11/30/12**

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$40,477,720	\$38,499,751	\$1,977,969
Expenditures	\$40,477,720	\$34,663,734	\$5,813,986
Difference	\$0	\$3,836,017	
GENERAL TRUST FUND			
Revenues	\$400,000	\$507,483	(\$107,483)
Expenditures	\$400,000	\$198,869	\$201,131
Difference	\$0	\$308,614	
SMALL RENTAL PROPERTY			
Revenues	\$168,025	\$237,375	(\$69,350)
Expenditures	\$168,025	\$148,015	\$20,010
Difference	\$0	\$89,360	
SFOOR GRANT			
Revenues	\$136,060	\$196,383	(\$60,323)
Expenditures	\$136,060	\$146,387	(\$10,327)
Difference	\$0	\$49,997	
TOURISM FUND			
Revenues	\$1,007,660	\$836,741	\$170,919
Expenditures	\$1,007,660	\$662,005	\$345,655
Difference	\$0	\$174,736	
2009 LEAD HAZARD GRANT			
Revenues	\$200,375	\$583,645	(\$383,270)
Expenditures	\$200,375	\$209,184	(\$8,809)
Difference	\$0	\$374,460	
NSP2 GRANT			
Revenues	\$1,264,000	\$2,513,880	(\$1,249,880)
Expenditures	\$1,264,000	\$605,759	\$658,241
Difference	\$0	\$1,908,121	
LIBRARY FUND			
Revenues	\$2,991,090	\$2,873,422	\$117,668
Expenditures	\$2,991,090	\$2,528,803	\$462,287
Difference	\$0	\$344,619	
PARK FUND			
Revenues	\$4,005,665	\$3,962,792	\$42,873
Expenditures	\$4,005,665	\$3,158,493	\$847,172
Difference	\$0	\$804,299	
MOTOR FUEL TAX FUND			
Revenues	\$3,520,270	\$1,352,777	\$2,167,493
Expenditures	\$3,520,270	\$1,723,236	\$1,797,034
Difference	\$0	(\$370,459)	

	BUDGET	YTD ACTUAL	VARIANCE
COMMUNITY DEVELOPMENT			
Revenues	\$773,245	\$270,524	\$502,721
Expenditures	\$773,245	\$686,130	\$87,115
Difference	\$0	(\$415,606)	
REVOLVING LOAN FUND			
Revenues	\$192,000	\$82,324	\$109,676
Expenditures	\$192,000	\$0	\$192,000
Difference	\$0	\$82,324	
TAX INCREMENTAL FINANCING #1			
Revenues	\$4,379,690	\$4,394,633	(\$14,943)
Expenditures	\$4,379,690	\$3,102,493	\$1,277,197
Difference	\$0	\$1,292,140	
TAX INCREMENTAL FINANCING #2			
Revenues	\$288,840	\$2,932,189	(\$2,643,349)
Expenditures	\$288,840	\$2,392,158	(\$2,103,318)
Difference	\$0	\$540,031	
TAX INCREMENTAL FINANCING #3			
Revenues	\$51,115	\$54,165	(\$3,050)
Expenditures	\$51,115	\$50,466	\$649
Difference	\$0	\$3,699	
TAX INCREMENTAL FINANCING #4			
Revenues	\$150,000	\$298,047	(\$148,047)
Expenditures	\$150,000	\$837,497	(\$687,497)
Difference	\$0	(\$539,451)	
HOMEBUYER GRANT			
Revenues	\$354,010	\$60,000	\$294,010
Expenditures	\$354,010	\$69,921	\$284,089
Difference	\$0	(\$9,921)	
TIF #5 KONE CENTRE			
Revenues	\$32,110	\$205	\$31,905
Expenditures	\$32,110	\$0	\$32,110
Difference	\$0	\$205	
TIF #7 BUSINESS PARK			
Revenues	\$17,305	\$4,056	\$13,249
Expenditures	\$17,305	\$62,050	(\$44,745)
Difference	\$0	(\$57,994)	
TIF #9 Route 150			
Revenues	\$0	\$2	(\$2)
Expenditures	\$0	\$27,568	(\$27,568)
Difference	\$0	(\$27,567)	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$28,898	(\$28,898)
Difference	\$0	(\$28,898)	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$119,470	\$141,571	(\$22,101)
Expenditures	\$119,470	\$79,476	\$39,994
Difference	\$0	\$62,094	
SPECIAL SERVICE AREA #6			
Revenues	\$238,615	\$233,544	\$5,071
Expenditures	\$238,615	\$301,268	(\$62,653)
Difference	\$0	(\$67,725)	
WATER FUND			
Revenues	\$10,407,790	\$7,481,456	\$2,926,334
Expenditures	\$10,407,790	\$6,712,700	\$3,695,090
Difference	\$0	\$768,756	
WPC FUND			
Revenues	\$7,974,170	\$7,310,680	\$663,490
Expenditures	\$7,974,170	\$4,242,887	\$3,731,283
Difference	\$0	\$3,067,793	
STORMWATER UTILITY			
Revenues	\$1,080,170	\$931,057	\$149,113
Expenditures	\$1,080,170	\$777,656	\$302,514
Difference	\$0	\$153,401	
FIRE PENSION			
Revenues	\$4,137,325	\$3,226,468	\$8,811
Expenditures	\$4,137,325	\$3,896,102	\$241,223
Difference	\$0	(\$669,634)	
REHER ART GALLERY			
Revenues	\$28,815	\$13,766	\$15,049
Expenditures	\$28,815	\$10,138	\$18,677
Difference	\$0	\$3,628	
PERPETUAL CARE FUND			
Revenues	\$14,100	\$14,289	\$83,516
Expenditures	\$14,100	\$0	\$14,100
Difference	\$0	\$14,289	
PARK/CEMETERY GIFTS			
Revenues	\$12,250	\$10,109	\$2,141
Expenditures	\$12,250	\$22,985	(\$10,735)
Difference	\$0	(\$12,875)	
FOREIGN FIRE INS TAX			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$51,597	(\$19,897)
Difference	\$0	(\$51,597)	
POLICE PENSION			
Revenues	\$4,182,950	\$3,454,785	\$728,165
Expenditures	\$4,182,950	\$2,917,036	\$1,265,914
Difference	\$0	\$537,749	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$62,200	\$60,977	\$1,223
Expenditures	\$62,200	\$74,390	(\$12,190)
Difference	\$0	(\$13,413)	
HEALTH BENEFIT FUND			
Revenues	\$7,453,815	\$5,583,552	\$1,870,263
Expenditures	\$7,453,815	\$5,963,398	\$1,490,417
Difference	\$0	(\$379,847)	
OPEB RETIREMENT FUND			
Revenues	\$0	\$501,156	(\$501,156)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$501,156	
INFORMATION TECHNOLOGY			
Revenues	\$1,140,660	\$870,069	\$270,591
Expenditures	\$1,140,660	\$937,578	\$203,082
Difference	\$0	(\$67,509)	
LIABILITY FUND			
Revenues	\$3,205,320	\$2,502,442	\$702,878
Expenditures	\$3,205,320	\$1,659,320	\$1,546,000
Difference	\$0	\$843,122	
FLEET SERVICES			
Revenues	\$4,257,570	\$3,839,983	\$417,587
Expenditures	\$4,257,570	\$4,263,676	(\$6,106)
Difference	\$0	(\$423,693)	
SANITATION FUND			
Revenues	\$2,284,600	\$2,281,993	\$2,607
Expenditures	\$2,284,600	\$1,968,837	\$315,763
Difference	\$0	\$313,157	
DEBT. SERVICE FUND			
Revenues	\$7,122,730	\$8,320,611	(\$1,197,881)
Expenditures	\$7,122,730	\$9,092,262	(\$1,969,532)
Difference	\$0	(\$771,652)	
2007 ESCROW ACCOUNT			
Revenues	\$0	\$385,014	(\$385,014)
Expenditures	\$0	\$385,000	(\$385,000)
Difference	\$0	\$14	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,512,000	\$6,396,220	\$1,115,780
Expenditures	\$7,512,000	\$6,514,202	\$997,798
Difference	\$0	(\$117,982)	
* TOTALS			
Revenues	\$121,678,430	\$113,244,412	\$8,434,018
Expenditures	\$121,678,430	\$101,582,898	\$20,095,532
Difference	\$0	\$11,661,514	

**City of Moline
Major Revenue Projection
Summary Sheet
as of November 30, 2012**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$14,249,578	\$14,684,000	\$14,684,000	\$0	\$14,323,438	2.52%	\$14,684,000	0.00%
State Sales Tax	\$8,818,879	\$9,720,000	\$9,720,000	\$0	\$9,155,388	6.17%	\$9,720,000	0.00%
Water User Fees	\$6,781,013	\$7,203,650	\$7,203,650	\$0	\$6,536,186	10.21%	\$7,203,650	0.00%
Home Rule Sales Tax	\$7,487,189	\$8,220,000	\$8,220,000	\$0	\$8,159,401	0.74%	\$8,220,000	0.00%
Sewer User Fees	\$5,236,979	\$7,017,810	\$6,882,400	\$135,410	\$5,953,357	15.61%	\$7,017,810	0.00%
Income Tax	\$3,594,817	\$3,800,000	\$3,280,800	\$519,200	\$3,423,885	-4.18%	\$3,750,000	1.33%
Telecommunication Tax	\$1,764,175	\$1,905,000	\$1,800,000	\$105,000	\$1,799,668	0.02%	\$1,900,000	0.26%
Corporate Replacement Tax	\$2,032,159	\$2,107,000	\$2,129,265	(\$22,265)	\$2,151,879	-1.05%	\$2,107,000	0.00%
Utility Taxes	\$2,355,481	\$2,800,000	\$3,350,000	(\$550,000)	\$1,872,666	0.00%	\$2,800,000	0.00%
Prepared Food/Liquor Tax	\$1,918,279	\$1,975,000	\$1,850,000	\$125,000	\$1,919,513	-3.62%	\$1,975,000	0.00%
Total	\$54,238,549	\$59,432,460	\$59,120,115	\$312,345	\$55,295,381	6.92%	\$59,377,460	0.09%

NOTE: State of Illinois is three months behind in remitting Income Tax payments.
 Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
 Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
 Utility Tax increased from 3% to 5% as of 1/1/12