



City of East Moline
Committee of the Whole

City Council Chambers
915 16th Avenue • East Moline, IL 61244

DATE: March 2nd, 2026

TIME: Immediately Following the Regular Council Meeting

1	Res Acquisition of HR/Payroll software	Showalter
2	WWTP – HDR Engineering Services for Design & Construction Bidding	Glasgow
3	2026 Resurfacing Program (MFT)	Kammler
4	Review of 2010 Well to Water Conversion Program Compliance	Rothert
5	Professional Services Agreement for Retail Recruitment	Rothert





COMMITTEE OF THE WHOLE

Agenda Item UKG, HR, Pay, & Workforce Software

Prepared by: John Showalter, Human Resources Director

Meeting Date March 2, 2026 Agenda Item # 1

Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution

Council Date for Action March 16, 2026

DESCRIPTION

Human Resources and the Finance Office bring forward a recommendation to adopt **UKG (Ultimate Kronos Group) Human Resources, Payroll, and Workforce Management software** as our organization's next-generation workforce platform. This proposal follows a comprehensive review of our current systems, operational needs, compliance requirements, and long-term technology strategy. This platform is designed to work seamlessly with our current Finance Department software BS&A.

1. Addressing Inefficiencies in Current Processes

Our existing HR and payroll systems require significant manual intervention, rely on disparate databases, and have limited automation capabilities. These inefficiencies result in:

- Frequent data re-entry and corrections
- Increased risk of payroll and timekeeping errors
- Delays in onboarding and employee records processing
- Limited ability to analyze workforce data for decision-making

UKG provides a single, integrated solution that streamlines these processes and removes redundant administrative work.

2. Enhancing Compliance and Risk Management

Federal, state, and local labor regulations continue to evolve, and compliance remains a high-risk area—particularly in the areas of overtime, FMLA tracking, certifications, and workplace scheduling. UKG's system includes:

- Built-in labor-law compliance tools
- Automated audit trails
- Accurate accrual and leave management
- Real-time visibility into workforce activities

This reduces both compliance risk and the administrative burden placed on HR and payroll staff.

3. Improving Employee Experience and Accessibility

A key objective in modernizing our workforce systems is improving the employee experience. UKG offers:

- A mobile app for timekeeping, pay statements, benefits information, and schedule management
- Self-service tools that reduce dependency on HR for routine updates
- Faster onboarding and digital document management
- Greater transparency around pay, time, and leave

This supports a more engaged and informed workforce, which, in turn, strengthens retention and morale.

4. Strengthening Workforce Planning and Organizational Insight

UKG provides advanced analytics that help leadership make informed decisions. Through dashboards and real-time reporting, supervisors and executives gain:

- Insight into overtime trends and labor costs
- Accurate forecasting for staffing needs
- Improved ability to track performance metrics
- Consolidated HR and payroll data for strategic planning

This elevates workforce management from an administrative function to a data-driven strategic asset.

5. Long-Term Cost Efficiency and System Modernization

While the transition to UKG requires an investment, the long-term financial benefits include:

- Reduced manual overtime due to automation
- Lower error rates in payroll processing
- Consolidation of multiple systems into one platform
- Fewer third-party support and licensing costs
- Streamlined onboarding and reduced paper processes

Conclusion: The selection of UKG HR, Payroll, and Workforce Management software represents a critical step in modernizing our internal operations, improving service to employees, ensuring regulatory compliance, and providing leadership with the data needed to plan effectively. After detailed evaluation, staff recommends approval of the adoption and implementation of the UKG platform.



HR, Pay, & Workforce Management

ORDER FORM

Quote#: Q-402991
Expires: 19 Mar, 2026
Sales Executive: Danny Spencer
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 25 Feb, 2026

Customer Legal Name:
CITY OF EAST MOLINE

Ship To: CITY OF EAST MOLINE
915 16TH AVE
EAST MOLINE, IL 61244-2127 USA

Customer Legal Address:
915 16TH AVE, EAST MOLINE, IL 61244-2127 USA

Bill To: CITY OF EAST MOLINE
915 16TH AVE
EAST MOLINE, IL 61244-2127 USA

Bill To Contact:

Ship To Contact: Kathryn Motzer

Ship to Phone: 309-752-1543
Ship to Mobile:
Contact: Kathryn Motzer
Email: kmotzer@eastmoline.com

Currency: USD
Customer PO Number:
Solution ID: 6221170
Initial Term: 60 months from Billing
Start Date
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 36 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Services

Billing Frequency: Annual in Advance

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG BRYTE AI FOR READY	195	USD 0.87	USD 169.65	USD 2,035.80
UKG READY ACCRUALS MANAGER	195	USD 0.52	USD 101.40	USD 1,216.80
UKG READY ATTESTATION	195	USD 0.35	USD 68.25	USD 819.00
UKG READY COMPENSATION	195	USD 0.69	USD 134.55	USD 1,614.60
UKG READY HR	195	USD 4.86	USD 947.70	USD 11,372.40
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG READY LEARNING	195	USD 2.08	USD 405.60	USD 4,867.20
UKG READY LEAVE	195	USD 0.87	USD 169.65	USD 2,035.80
UKG READY PAYROLL	195	USD 4.52	USD 881.40	USD 10,576.80
UKG READY PEOPLE INSIGHTS	195	USD 0.69	USD 134.55	USD 1,614.60
UKG READY RECRUITING	195	USD 1.40	USD 273.00	USD 3,276.00
UKG READY SCHEDULER	195	USD 0.87	USD 169.65	USD 2,035.80
UKG READY TIME	195	USD 3.30	USD 643.50	USD 7,722.00
UKG READY PAYROLL SERVICES WITH SMARTCHECK	195	USD 2.00	USD 390.00	USD 4,680.00
Total Price			USD 4,488.90	USD 53,866.80

Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG READY LAUNCH FIXED FEE	Grouped	1	USD 7,800.00	USD 7,800.00
Total Price				USD 7,800.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 4,488.90



Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 53,866.80

Item	Total Price
Total Fixed Fees	USD 7,800.00

Order Notes:

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/us-msa-ps

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW: www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Agreement as set forth in the Agreement. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Agreement located at: <https://www.ukg.com/us-dpa>

UKG Launch is based on the Launch Quantity of 210

The Subscription Fees for the applicable monthly Minimum Quantities are due on the Billing Frequency stated on the Order Form and invoiced sixty (60) days in advance of the Billing Start Date and annual anniversary. To reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF EAST MOLINE		Kronos SaaShr, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>			



COMMITTEE OF THE WHOLE

Agenda Item WWTP – HDR Engineering Services for Design & Construction Bidding
Prepared by: Brian Glasgow, Wastewater Treatment Plant Director
Meeting Date March 2, 2026 Agenda Item # 2
Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution
Council Date for Action March 16, 2026

DESCRIPTION

Late last year, the city advertised a Request for Qualifications (RFQ) for the Phase 1 Engineering Design of East Moline's Wastewater Treatment Plant improvements project to be funded with State of Illinois SRF funds. In response the city received 7 consultant proposals, all from qualified teams. In accordance with Federal and State Qualification Based Selection (QBS) requirements and per the city's QBS Policy, a selection team comprised of City Administrator Rothert, Wastewater Treatment Plant Director Glasgow, Finance Director Rodriguez, Engineering Director Kammler, and Chief Maintenance Mechanic Ian Pavelonis reviewed and ranked the proposals in prescribed categories. The selection team subsequently short-listed 3 firms and conducted follow-up interviews with these teams. After interviews, the selection team again met to discuss, rank and refine a recommended firm. In the end, HDR Engineering was selected primarily due to technical approach, past performance, and specialized experience.

Prior to selection, staff conducted in-depth project scoping meetings with HDR. Through this process a scope of engineering planning and design services was developed and refined. Attached is a contract for the scope of services agreed upon between city staff and HDR.

Representatives from the HDR team will be in attendance to briefly present the WWTP project and discuss the work that will comprise their professional services. The proposed contract fee is \$4,985,231. The budgeted amount/available funds listed are only for FY2026. The associated fees will be invoiced on a monthly basis and tentatively spaced out between March of 2026 through March of 2028. I've attached the rate study that HDR completed in February of 2025 which outlines available funding for this project's design.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
250-036-52930.02	Professional Services	WWTP	\$1,500,000	\$1,500,000	\$4,985,231
TOTALS					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION _____

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							

**AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 2nd day of March, 2026, between City of East Moline, IL (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Wastewater Treatment Plant Improvements Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be in accordance with paragraph 11 of Exhibit B, Terms and Conditions.

Compensation shall be in accordance with the Resource Category Bill Rates which are attached hereto in Exhibit C, Standard Rate Schedule. Labor rates in Exhibit C, Standard Rate Schedule, to be escalated annually on January 1 for each subsequent year for duration of contract.

Compensation for the Scope of Services described in Exhibit A shall not exceed \$4,985,231.00. Summary of the fee by task (for reference) provided in the table below.

Task #	Task/Phase Name	Hours	\$ Labor	\$ Expense	\$ Total
100	PROJECT MANAGEMENT SERVICES	1436	\$ 367,110	\$ -	\$ 367,110
200	FUNDING, RATES, & PERMITTING SERVICES	306	\$ 65,310	\$ 1,500	\$ 66,810
300	BASIS OF DESIGN PHASE SERVICES	2262	\$ 439,855	\$ 3,910	\$ 443,765
400	30% DESIGN PHASE SERVICES	6326	\$ 1,181,810	\$ 1,846	\$ 1,183,656
500	60% DESIGN PHASE SERVICES	5462	\$ 1,018,790	\$ 3,126	\$ 1,021,916
600	90% and 100% DESIGN PHASE SERVICES	8733	\$ 1,704,390	\$ 1,563	\$ 1,705,953
700	FIELD SERVICES	176	\$ 27,590	\$ 4,305	\$ 31,895
800	BIDDING PHASE SERVICES	266	\$ 58,540	\$ 586	\$ 59,126
	HDR Design & Bidding Phase Subtotal:	24967	\$ 4,863,395	\$ 16,836	\$ 4,880,231
	Survey Services Subconsultant Subtotal:				\$ 85,000
	Geotechnical Services Subconsultant Subtotal:				\$ 20,000
	Total Design & Bidding Phase Services:				\$ 4,985,231

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add zero percent (0%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within the time period(s) described in Exhibit D.

Period of Service: March 2, 2026 to March 22, 2028.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

Ann Williams, P.E.

TITLE: _____

Senior Vice President

ADDRESS: _____

1917 South 67th Street

Omaha, NE 68106-2973

EXHIBIT A:
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

Version: February 18, 2026

The Scope of Services to be performed by the Engineer shall include the Services and supplies to implement the tasks defined below.

OBJECTIVE & DESCRIPTION:

This Scope of Services is for HDR (Engineer) to provide engineering services to the City of East Moline, Illinois (Owner) for the basis of design, design, and bidding, phase services for the Wastewater Treatment Plant (WWTP) Improvements Project. The City desires WWTP improvements that are required to meet the Illinois EPA permit nutrient limits for effluent phosphorus and to address the replacement of aging equipment at its end of useful life.

This scope of services develops a basis of design that utilizes existing planning documents to develop an appropriate approach to the design of the new facilities. The basis of design will determine the most economically feasible path forward to meet the treatment goals and requirements.

Design services are based on the approach of implementing Aerobic Granular Sludge technology as the treatment of choice. This approach will be verified during the basis of design phase. The scope of services includes bidding, construction phase services and start up and commissioning of the planned improvements.

Construction phase services construction administration, HDR on site resident project representative, commissioning, startup and post construction operational support to be added in the future via Amendment.

PHASED SCOPE MODIFICATION & NOTICE TO PROCEED:

The Project Scope of Services will be implemented in three Phases:

- Basis of Design Phase
- Design & Bidding Phase
- Construction Phase

The Owner and HDR will mutually review, revise, and approve the scope, schedule, and fee for each Phase prior to the Engineer proceeding with respective Phase. Base assumptions of current Project Definition and Understanding have been used to develop the content below, but completion of each Phase may require modifications to the subsequent Phase scope, schedule, fee based on Owner decisions made in the prior Phase. Engineer will pro-actively inform Owner of project scope modifications. This initial scope of work is based on the primary assumptions of an improvements construction cost of ~\$60M constructed via a single bid package with a traditional design-bid-build approach.

SCOPE OF SERVICES SUMMARY:

- 100 Project Management
- 200 Funding, Rates, & Permitting Services
- 300 Basis of Design Phase
 - 310 Project Kick-off Meeting, On-Site Assessment, & Staff Interviews Workshop
 - 320 AGS Facility Visitations
 - 330 SCADA Evaluation
 - 340 Process Evaluation, Modeling, and Mass Balance Definition
 - 350 Hydraulic Evaluation
 - 360 Refine AGS Alternative & Opinion of Construction Cost
 - 370 Construction Packaging Evaluation
 - 380 CMAR Evaluation
 - 390 Basis of Design Report
- 400 30% Design Development Phase
- 500 60% Design Development Phase
- 600 90% and 100% Design Development Phase
- 700 Design Phase Field Services
- 800 Bidding Phase Services
- 900 Construction Phase Services (Future by Amendment)

TASK SERIES 100 – PROJECT MANAGEMENT

ENGINEER ACTIVITIES:

110 – Monitoring Project Schedule

- Engineer shall prepare and submit monthly progress updates via email to the Owner project manager, outlining the following:
 - Activities during reporting period.
 - Activities planned for each milestone.
 - Problems encountered and recommended solutions.
 - Overall project status.
- If design work is not progressing in a manner to comply with the anticipated completion date, the Engineer will provide a summary of the actions to be taken to reduce or eliminate potential delays in completing the design in accordance with the planned schedule

120 – Monitoring Project Scope

- The Engineer shall inform the Owner of services required which may not be included in the scope of the design services contract approved by the Owner for this Project. It will be the responsibility of the Engineer to make the Owner aware of potential amendments to the

contract before the services are rendered. The Owner shall issue a Contract Amendment prior to the Engineer performing out of scope work.

130 – Project Meetings

- The Engineer’s Project Manager will meet with the Owner Project Manager on a bi-weekly basis for the duration of the project to review progress and to discuss specific coordination needs to support the timely implementation of the project.
- There will be numerous project implementation meetings as defined within the tasks below. Project meetings within the Tasks below will serve to establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Engineer shall keep documentation of relevant communications. Meetings will be virtual or will be held at the City’s offices depending on agenda and as agreed upon (refer to respective Task assumptions). The Engineer will prepare and distribute meeting agenda prior to the respective meeting. The Engineer will provide a meeting summary to the Owner timely after the respective meeting has been completed.

140 – Invoice Processing and Review

- Engineer shall create, process, and review invoices to meet Owner standards, and necessary information is included. Engineer shall coordinate with Owner staff as necessary and answer questions, verify percent work completed on project is in line with percent billed, and includes other general project administration necessary to implement the project.

150 – Risk Management

- Engineer shall monitor, track, and document risk management throughout the project. Engineer will develop and maintain a project risk register to determine potential risk factors that the Owner will face as part of the project. The project risk register will be updated at key project milestones and reviewed with the Owner.

ASSUMPTIONS:

- Meetings:
 - Monthly City/HDR PM coordination calls.
- Owner will provide timely review and processing of monthly progress report and invoices.
- Owner will provide timely review and comment on Project deliverables.
- Owner will coordinate Owner staff participation and actively participate in Meetings and Workshops.
- Project duration of 79 months (all phases). Refer to the Project Milestone Schedule (21 months NTP to IFB | 4 months IFB to Construction Start| 48 months Construction Start to Construction Final Completion | 6 months post construction operations support). Task 100 includes Project Management Services for the design and bidding phases (25 months). Task 900 includes Project Management Services for the construction phase (48 months) and post construction operations support (6 months).

DELIVERABLES:

- Monthly Invoices and Progress Reports.

- Maintained Project Schedule.
- Maintained Project Risk Register.

TASK SERIES 200 – FUNDING, RATES AND PERMITTING SERVICES

ENGINEER ACTIVITIES:

210 – Funding Support Services

- Engineer will support the Owner with funding approach requirements of the selected funding approach.
- Workshop 200-1 to reiterate the funding approach and to present and discuss the activities and milestones in meeting funding requirements throughout the project implementation.

220 – Rate Study Update Services

- Engineer has previously completed the City’s Rate Study. This task will update aspects of that Rate Study specific to the implications of this project.
- The updated revenue requirement will be composed of two major types of costs: operational and capital expenses. The operational costs are projected from historical or budgeted costs, using assumed inflationary factors, and are adjusted for known changes (e.g., additional personnel, growth/expansion). While the projection of the O&M costs is straightforward, the projection of capital costs is generally the focus of the analysis, which requires more insight, analysis, and planning.
- The starting point for projecting capital costs (expenditures) will be the Owner’s long-term capital improvement plan. In the financial planning process, consideration must be given to maximizing capital expenditures, while minimizing rates. The general approach is to list the annual capital projects and determine the funding sources for each of the projects. The balance of projects not funded by the available sources of funds must be financed from a combination of long-term debt and rates, which is critical to the analysis. The purpose is to provide adequate funds from rates on an annual basis to address renewal and replacement capital funding needs.
- At the conclusion of the revenue requirements, Engineer will develop a summary comparing the present revenues to the projected operating and capital expenditures for the projected time period. This will provide the overall cost-basis for adjustments to the Owner’s revenues (i.e., sewer rates). If needed, a rate transition plan will be developed to smoothly implement rate adjustments over the review period.
- At the completion of the draft updated revenue requirement analysis, a project meeting will be held at the Owner’s offices to review and discuss the draft analysis.
- Engineer will develop a memorandum to summarize the rate transition plan as developed in the updated revenue requirement analysis.

- The rate study update is solely based on the WWTP Improvements project. Broader utility-wide analysis is not included.

230 – Construction Permitting Support Services

- Engineer will aid the City in preparing the public hearing documents.
- Engineer will develop a revised facility plan update in accordance with the IEPA requirements.
- Engineer will participate in a coordination meeting to update changes and additions to the facility plan.
- Engineer will submit construction permit application package to IEPA.

240 – Illinois EPA State Revolving Loan Support

- Engineer will support the Owner in preparation of the documentation necessary for the SRF Loan Program.
- Engineer will submit a Revised Facility plan.
- Engineer will prepare the documentation necessary to meet the requirements of the Federal Cross-Cutters requirements including the following:
 - Conformance with the Davis-Bacon Act documenting prevailing wage.
 - Build America, Buy America (BABA) certification including waivers and compliance documentation.
 - Disadvantage Business Enterprise (DBE) goals.

ASSUMPTIONS:

- Meetings:
 - Workshop 200-1 (virtual).
 - Permitting agency coordination meetings (3, virtual).
- Funding sources will include EPA Loan.
- Owner to provide background information including, but not limited to, the following:
 - Existing Funding agreements developed to-date by Owner or previous engineer.
 - Existing Permitting documentation developed to-date by Owner or previous engineer.
- HDR will not be performing any legal services or render any legal opinions.
- Site specific habitat/species surveys will not be needed for the project.
- Wetland Delineation will not be needed for the project.

DELIVERABLES:

- Meeting agenda and summary.
- Draft development support of relevant applications and forms for Owner use.
- Updated Wastewater Rate Study.

ENGINEER ACTIVITIES:

310 – Project Kick-off, On-Site Assessment, Staff Interviews Workshop

- Engineer will plan, coordinate, and lead a project kick-off meeting (310-1) with the Owner. Aspects of the meeting/workshop in general to include (but not limited to):
 - Review and establish Project goals.
 - Identify Owner concerns and potential obstacles.
 - Review and confirm project procedures, protocols, communication paths, and project requirements.
 - Review and confirm Scope of Services and overall schedule as required.
 - Obtain and compile background information.
 - Discuss preliminary equipment preferences.
 - Establish key design parameters.
- This will be the first primary design development workshop with the design team engineering discipline leads.
- Definition of SCADA system modifications desired with this project.
- Perform on-site assessment of current facility structural, electrical, and SCADA.
- Preliminary structural evaluation of the existing tanks with determination for further investigations and/or the viability of continued use.
- Electrical review and planning for emergency power.
- Preliminary discussion of construction phasing and future plant operation.
- Preliminary tabulation of deficient equipment with reference to the current facility plan.

320 – AGS Facility Visitations

- Owner and Engineer staff to visit two existing AGS facilities. The visitations will be scheduled early in the Basis of Design Phase and will allow for Owner to obtain additional insight into the O&M of an AGS facility.
- Candidate locations include:
 - Rockford, IL.
 - Wolcott, KS.

330 – Process Control/SCADA Evaluation

- Basis of Design evaluation to assess existing control systems and provide recommended improvements to the system. This will include hardware and software upgrades.
- Conduct a site visit to meet with plant staff and discuss/identify existing control systems/equipment (Workshop 330-1).
- Evaluate existing PLC Control panels.
- Evaluate known non-functioning instrumentation and confirm replacement options.
- Evaluate new equipment and instrumentation requirements.
 - List of new instrumentation requirements. Confirm preferred manufacturers, if applicable.

- Evaluate existing Network Diagram and provide recommendations on upgrading existing network communications. This reviews telemetry, serial, ethernet, and fiber optic lines.
 - For new VFDs, confirm Owner preference for monitoring and controls to be hardwired and/or ethernet communications.
- Evaluate existing SCADA system.
 - Confirm if software for SCADA, HMI/OITs, Servers, Workstations, Autodialer upgrades are recommended.
 - Evaluate if new workstations would benefit the Plant.
- Identify construction phasing to allow the installation of the PLC processors upgrades.
- Document the evaluation and Owner decisions in a summary Technical Memorandum.
- Conduct internal QC review of Draft TM.
- Submit Draft TM to Owner.
- Conduct TM Review Meeting with Owner (330-2).
- Incorporate Owner’s comments from TM Review Meeting into Final TM.
- Submit Final TM to Owner.

340 – Process Evaluation, Modeling, & Mass Balance Definition

- Conduct process evaluation using desktop tools with simulator (BioWin® or equal) to evaluate the following:
 - Collect and review plant data and existing plant design basis
 - Validation of the model against existing process configuration and corresponding performance.
 - Review and comparison of proposed alternatives:
 - AO & A2O Processes.
 - AGS Process.
 - Refinement of selected alternative:
 - Incorporation of comprehensive plantwide improvements
 - To support capacity and treatment requirements
 - To evaluate phasing of alternative
 - Model development to support design including:
 - Aeration requirements supporting sizing and layout of the aeration system and the blowers.
 - Solids production rates.
 - Solids processing alternatives (anaerobic versus aerobic digestion).
 - Recycle loading from solids processing to liquid treatment.
- Document the evaluation and Owner decisions in a summary Technical Memorandum.
- Prepare a Draft Technical Memorandum (TM) to document results of evaluation, conceptual equipment layouts, estimates of capital and lifecycle costs, construction phasing, regulatory requirements, and recommendation.
- Conduct internal QC review of Draft TM.
- Submit Draft TM to Owner.
- Conduct TM Review Meeting with Owner (340-1).

- Incorporate Owner’s comments from TM Review Meeting into Final TM.
- Submit Final TM to Owner.

350– Hydraulic Evaluation

- Conduct hydraulic evaluation using desktop tools with model software (Visual Hydraulics® or equal) to evaluate the following:
 - Collect and review plant data and existing hydraulic profile.
 - Validation of hydraulic model(s) against existing hydraulic profile and available data.
 - Preliminary evaluation of hydraulic needs for proposed alternatives:
 - AO & A2O Processes.
 - AGS Process.
 - Refinement of selected alternative:
 - Incorporate defined improvements for final future needs.
 - Evaluate phased improvements and hydraulic controls.
 - Pumped Systems evaluation:
 - Develop tool to evaluate system curves for pumped system(s).
 - Identify and review pump alternatives.
- Document the evaluation and Owner decisions in a summary Technical Memorandum.
- Prepare a Draft Technical Memorandum (TM) to document results of evaluation, conceptual equipment layouts, estimates of capital and lifecycle costs, construction phasing, regulatory requirements, and recommendation.
- Conduct internal QC review of Draft TM.
- Submit Draft TM to Owner.
- Conduct TM Review Meeting with Owner (350-1).
- Incorporate Owner’s comments from TM Review Meeting into Final TM.
- Submit Final TM to Owner.

360 – Refine AGS Alternative and Opinion of Construction Cost

- Determine impact to existing equipment.
- Develop hydraulic profile/impacts on existing equipment.
- Develop a plant model.
- Complete value engineering and rephasing estimate for AGS.
- Prepare a Draft Technical Memorandum (TM) to document results of evaluation, conceptual equipment layouts, estimates of capital costs, construction phasing, regulatory requirements, and recommendations.
- Conduct internal QC review of Draft TM.
- Submit Draft TM to Owner.
- Conduct TM Review Meeting (360-1) with Owner.
- Incorporate Owner’s comments from TM Review Meeting into Final TM.
- Submit Final TM to Owner.

370 – Construction Phasing Evaluation

- This task will evaluate the feasibility, pros, cons, and costs of implementing the project as a single construction package, as multiple construction packages, or as a phased capital improvements program.
- Evaluate overall scope of improvements to identify scope items that are dependent on others and scope items that can be implemented independent of other scope items.
- Evaluate three approaches for construction packaging. Evaluation will include rough order-of-magnitude costs for each approach based on the overall updated OPCC, the pros and cons of each approach, funding opportunities, and impact on rates. The three approaches will include:
 - A single construction package.
 - Two construction packages implemented sequentially.
 - A 10-year capital improvements program.
- Facilitate Workshop 370-1 to review options and solicit Owner feedback.
- Document the evaluation and Owner decisions in a summary memo.

380 – CMAR Evaluation

- This task will evaluate the feasibility, pros, cons, and costs of using a Construction Manager At-Risk (CMAR) delivery approach.
- Establish a rough schedule for CMAR procurement.
- Conduct Workshop 380-1 to present an overview of the CMAR process and facilitate discussion of applicability/feasibility for the Project.
- Document the evaluation and Owner decisions in a summary memo.

390 – Basis of Design Report | OPCC

- This task will provide a compilation of the above evaluations and other amended design basis summary information by discipline via a Basis of Design Report (BODR). The BODR will be the basis for the subsequent design phase tasks.
- Develop and Submit a Basis of Design Report to the Owner and IEPA, including an updated OPCC.

ASSUMPTIONS:

- Meetings:
 - Some project meetings/workshops may occur coincidentally.
 - Task 310 Project Kick-off, On-Site Assessment, & Staff Interviews Workshop (in person).
 - Task 320 AGS Facility visitations (in person).
 - Task 330 development workshop (in person).
 - Task 330 draft TM review meeting with Owner (virtual).
 - Task 340 development workshop (in person).
 - Task 340 draft TM review meeting with Owner (virtual).
 - Task 350 development workshop (virtual).
 - Task 350 draft TM review meeting with Owner (virtual).
 - Task 360 development workshop (in person).
 - Task 360 draft TM review meeting with Owner (virtual).

- Task 370 development workshop (virtual).
- Task 380 development workshop (virtual).
- Task 390 development workshop (virtual).
- Task 390 draft BODR/FP review meeting (in person).
- Owner to provide background information including, but not limited to, the following:
 - Existing topographical survey of the Project area.
 - Record drawings of the existing facilities are available.
 - Other available information as identified and/or as the need arises.
- This scope of work document assumes the project will be via traditional design-bid-build process. If the Owner decides to go a different route, like CMAR, then we reserve the right to revisit our scope and fees to adjust as necessary via amendment.
- BODR constitutes a Revised Facility Plan for IEPA purposes.

DELIVERABLES:

- Workshop/Meeting agenda and summary.
- Task 330 Process Control/SCADA Evaluation Technical Memorandum.
- Task 340 Process Evaluation, Modeling, and Mass Balance Technical Memorandum.
- Task 350 Hydraulic Evaluation Technical Memorandum.
- Task 360 AGS Alternative & OPCC Evaluation Technical Memorandum.
- Task 370 Construction Packaging Evaluation Memo.
- Task 380 CMAR Evaluation Technical Memo.
- Task 390 Draft BODR.
- Task 390 Final BODR
- Opinion of Probable Construction Cost based on the Basis of Design Phase.

TASK SERIES 400 – 30% DESIGN DEVELOPMENT PHASE

ENGINEER ACTIVITIES:

410 – 30% Design Kick-off Workshop.

420 – 30% Design Document Development

- Based upon the accepted PDR/FP (Task 300), prepare 30% design documents for the various components of the Project.
- Prepare an updated opinion of probable construction cost and an updated schedule for the project based upon current state of project detail.
- Provide in-house QC review by senior interdisciplinary personnel.
- Submit 30% design documents for Owner review.
- Meet with the Owner project team to review progress, status of design, and current opinion of probable construction cost.
- Meet with the HDR project team to review Owner comments and incorporate comments into documents as appropriate.
- Prepare technical specifications table of contents.

ASSUMPTIONS:

- Meetings:
 - 30% Design Kick-off Workshop 410 (hybrid).
 - 30% Design Submittal Review Meeting 420 with Owner (virtual).
- Up to 460 drawings are estimated for the project of which approximately 210 will be included with the 30% design package.
- A Table of Contents of the expected Technical Specifications will be provided.
- Drawings will be developed using Revit 2024
- Full Size Drawings size will be 22" x 34". Half Size Drawings size will be 11" x 17".
- Half size drawings will be submitted as PDF's and printed and distributed throughout the project at key milestones for Owner review/use.
- Technical Specifications will be 46 Division Format.
- Owner Standard Details and Technical Specifications will be incorporated by reference as applicable.
- Special Provisions and non-standard Technical Specifications will be prepared in Construction Specification Institute (CSI) 3-part format as modified by Engineer and will be based on Engineer Master Specifications with review for consistency with Owner Standard Specifications.
- Bidding and Contracting Documents, and General Conditions as part of the General Requirements, for the Project will be HDR or EJCDC standard documents.
- Owner's legal staff and purchasing will be required to review and assist in finalization of front-end documents.
- Redesigns associated with Owner requested modifications of previously approved design development documents are not included in this scope of services.

- Design of temporary dewatering installations will be the responsibility of the Contractor and will not be designed by Engineer.
- Design of temporary shoring installation will be the responsibility of the Contractor and will not be designed by Engineer. Design Engineer will coordinate with the contractor to determine cost and schedule implications of different shoring plans proposed by contractor.
- Archeological, historical, or cultural resources investigations and reports will not be required.
- Owner will consolidate comments from staff on deliverables and present one unified written document of comments. Up to two (2) weeks provided for Owner review period.
- Design and Bidding Phase services are based on the project being implemented via a single bid package. If it is determined advantageous for the Owner to implement the project via two or more bid packages, the associated effort will be added by Amendment.
- The design will be based on applicable codes and standards in effect at the start of the Project. Changes in codes that occur after the start of the Project will be incorporated by Contract Amendment.
- Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination are not anticipated and will be conducted as a separate contract if subsequently determined to be required.
- Legal, easement, or plat surveys of the existing site will not be required.
- Opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represent its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

DELIVERABLES:

- Meeting agenda and summary.
- 30% design documents for Owner review.
- 30% design basis Opinion of Probable Construction Cost.

TASK SERIES 500 – 60% DESIGN DEVELOPMENT PHASE

ENGINEER ACTIVITIES:

510 – Construction Permits

- Coordinate and prepare permit applications for Federal, State and local permits for construction. Assume that the following permits will be required:
 - Illinois EPA Wastewater Construction Permit
 - NPDES General Permit No. 2 (Draft SWPPP only)
 - City of East Moline Building Permit (by Contractor)

520 – 60% Design Document Development

- Incorporate Owner’s 30% design review comments into 60% design documents as appropriate.
- Develop draft storm water pollution prevention plan (SWPPP).
- Prepare 60% design drawings for the various components of the Project.
- Prepare an updated opinion of probable construction cost and updated schedule for the Project based upon current state of Project detail.
- Provide in-house QC review by senior interdisciplinary personnel.
- Design Development Workshop (500-1).
- Submit 60% design documents for review to the City.
- Meet with the City project team to review progress, status of design, and current opinion of probable construction cost (500-2).
- Meet with the HDR project team to address Project review Owner comments and incorporate comments into documents as appropriate.
- Schedule and lead a project update meeting with the IEPA.

ASSUMPTIONS:

- Meetings:
 - 60% Design Development Workshop (500-1, in person).
 - 60% Design Submittal Review Meeting with Owner (500-2, virtual).
 - IEPA Update Meeting (500-3, virtual).
- Up to 460 drawings estimated for the project of which approximately 325 will be included with the 60% design package.
- Key Technical Specifications will be provided with the 60% design package.
- Refer to Design Development Assumptions within Task 400.
- Owner will pay fees required with any permits needed for the project.

DELIVERABLES:

- 60% design documents for Owner review.
- 60% design basis Opinion of Probable Construction Cost.

TASK SERIES 600 – 90% AND 100% DESIGN DEVELOPMENT PHASE

ENGINEER ACTIVITIES:

610 – 90% Design Document Development

- Incorporate Owner’s 60% review comments into 90% documents as appropriate.
- Prepare final design documents including drawings, non-standard details, special provisions, and an updated opinion of probable construction cost for the Project based upon current state of Project detail for the various components of the Project.
- Provide in-house QC review by senior interdisciplinary personnel.
- Submit 90% design documents for Owner review.
- Meet with the Owner Project team to review final documents (600-1).

620 – Final Document Development

- Incorporate Owner’s 90% review comments into the final construction documents as appropriate.
- Prepare final construction documents.
- Provide three (3) sets of construction documents to IEPA for review and comment.
- Schedule and lead a plan review coordination meeting with IEPA (600-2).
- Submit final Issue For Bid (IFB) documents to Owner.
- Prepare final opinion of probable construction cost.
- Verify required permits.

ASSUMPTIONS:

- Meetings:
 - 90% Design Submittal Review Meeting with Owner (600-1, virtual).
 - IEPA Coordination call (600-2, virtual) Plan-In-Hand Site review with Owner.
- Up to 460 drawings are estimated for the project of which all will be included with the 90% design package.
- All Technical Specifications will be provided with the 90% design package. Draft front-end documents will be provided with the 90% design package.
- Refer to Design Development Assumptions within Task 400.

DELIVERABLES:

- Provide completed permit applications for use by Owner.
- 90% design documents for Owner review.
- Final construction documents for IEPA review.
- Issue For Bid contract documents.
- 90% design basis Opinion of Probable Construction Cost.
- IFB design basis Opinion of Probable Construction Cost.

TASK SERIES 700 – FIELD SERVICES (DESIGN PHASE)

ENGINEER ACTIVITIES:

710 – Site Topographical Survey

- Engineer will retain American Surveying & Engineering LLC, via subconsultant agreement, to perform the survey.

720 – Interior Laser Scanning Survey

- Engineer will self-perform interior scanning of the existing WWTP facilities.

730 – Geotechnical Investigation

- Engineer will retain Terracon, via subconsultant agreement, to perform the geotechnical investigation.

740 – Hydro-excavation Services

- If supplemental utility location services are needed Engineer will retain Badger Infrastructure Solutions, via subconsultant agreement, to perform the hydro-excavation services. The work will be scoped, approved by Owner, and incorporated by amendment, and added to Task 700.

750 – Environmental Investigation

- If supplemental environmental investigation is needed to implement the project. The work will be scoped, approved by Owner, and incorporated by amendment, and added to Task 700. Engineer would self-perform or retain a subconsultant to perform the environmental investigation.

ASSUMPTIONS:

- Owner to provide existing survey, geotechnical and environmental information related to the project to date.

DELIVERABLES:

- Updated site survey (including existing facility interior scanning and survey of exposed utilities from the hydro-excavation).
- Geotechnical Report.

TASK SERIES 800 – BIDDING PHASE SERVICES

ENGINEER ACTIVITIES:

810 – Document Reproduction and Distribution

- Furnish reproducible set of electronic bidding documents to Owner.
- Owner will advertise, on Owner’s selected bidding platform, for bids with assistance from the Engineer.
- Owner will maintain a Plan Holders List with assistance from the Engineer.

820 – Pre-Bid Meeting

- Prepare agenda to address pertinent items for discussion at the pre-bid meeting, including bidding requirements, regulatory requirements, and site conditions, etc.
- Owner will conduct pre-bid meeting with assistance from the Engineer and site visit to review the Project with the potential bidders.

830 – Document Clarification/Addenda

- Assist Owner in addressing comments and questions from bidders or plan holders.
- Prepare a Bidder’s Question and Answer response from Bidder RFI’s and issue as clarification only – not as a modification to the Contract Documents.
- Prepare addenda items containing clarifications and modifications to the Construction Documents.

840 – Bid Evaluation and Recommendation

- Engineer will review bids received during bid letting for inclusion of required information and correct bid price tabulation.
- Engineer will review Contractor qualifications for performing the required work. Evaluate the apparent low bidders in accordance with the Contract Documents. Make written recommendation to the Owner for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid.

ASSUMPTIONS:

- Meetings:
 - Pre-Bid Meeting.
- Owner will print bidding documents for distribution.
- Owner will distribute sets of bidding documents to contractors, suppliers, and Plan Rooms.
- Owner will maintain Plan Holder’s List.
- Owner will receive bids.
- Owner will issue Contract Documents to low bidder, receive and review executed documents, and review insurance certificates.
- Owner will issue Notice of Award and Notice to Proceed.
- Engineer will make a recommendation of bid award to the Owner.
- Three (3) Addenda assumed.

- Bid phase will be a period of 4 months with the last addenda issued no less than seven (7) business days prior to bid opening. An extended, or extension, of the bid period is not included in this scope of services.
- Thirty (30) Bidding Phase RFI's assumed.

DELIVERABLES:

- Assist Owner with Advanced Notice of Hearing and Letting to prospective Bidders and Plan Houses.
- One reproducible set of electronic bidding documents.
- Assist Owner with Pre-Bid Meeting Agenda and Summary.
- Addenda.
- Bid evaluation and recommendation of bid award.

TASK SERIES 900 – CONSTRUCTION PHASE SERVICES | To be added in the future via Amendment

EXHIBIT B:
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT C: STANDARD RATE SCHEDULE

Resource Category	Bill Rate 2026
Project Principal	350
Project Manager 1	230
Project Manager 2	270
Project Manager 3	310
Engineer 1	100
Engineer 2	125
Engineer 3	150
Engineer 4	175
Engineer 5	200
Engineer 6	225
Engineer 7	250
Engineer 8	275
Engineer 9	300
Engineer 10	325
Engineer 11	350
Utility Specialist 1	150
Utility Specialist 2	200
Utility Specialist 3	250
Environmental Specialist 1	120
Environmental Specialist 2	170
Environmental Specialist 3	220
Strat Comm Specialist 1	150
Strat Comm Specialist 2	200
O&M Specialist 1	160
O&M Specialist 2	190
RPR 1	150
RPR 2	200
RPR 3	250
CAD/BIM/GIS 1	90
CAD/BIM/GIS 2	110
CAD/BIM/GIS 3	130
CAD/BIM/GIS 4	150
CAD/BIM/GIS 5	170
CAD/BIM/GIS 6	190
CAD/BIM/GIS 7	210
Project Assistant 1	110
Project Assistant 2	140
Project Accountant 1	140
Project Accountant 2	160

Labor rates to be escalated annually on January 1.

Direct Expenses will be invoiced and paid by Owner at cost incurred.

EXHIBIT D:
MILESTONE SCHEDULE

The Scope of Services shall be completed in accordance with the following milestone schedule unless modified by mutual agreement or by factors beyond the control of the Consultant:

Project Key Milestone Dates	Target Completion Date*
Project Administration Phase (NTP* through Construction Phase Complete)	September 15, 2032
Task 300 Rockford, IL AGS Facility Visitation	March 12, 2026 (~1 week from NTP)
Task 300 Project Kick-off Meeting & Existing Facility Assessment	March 25, 2026 (~3 weeks from NTP)
Task 300 Wolcott, KS AGS Facility Visitation	April 29, 2026 (~8 weeks from NTP)
Task 300 Basis of Design Report <u>Submittal</u>	June 24, 2026 (~16 weeks from NTP)
Task 700 Design Phase Field Services Complete	August 5, 2026 (~5 months from NTP)
Task 400 30% Design Package Submittal	October 14, 2026 (~16 weeks from BODR Submit)
Task 500 60% Design Package Submittal	January 20, 2027 (~14 weeks from 30% submit)
Task 600 90% Design Package Submittal	May 12, 2027 (~16 weeks from 60% submit)
Task 600 Final Contract Documents Submit Design Phase Complete	July 7, 2027 (~10 weeks from 90% submit)
Task 600 Submit Final Contract Documents to IEPA	July 21, 2027
Task 600 EPA Loan Commitment (IEPA review & response estimated at 3 <u>months</u>)	October 20, 2027
Task 800 Issue <u>For</u> Bid	November 10, 2027
Task 800 Bid Opening	January 12, 2028 (~9 weeks from IFB)
Task 800 Construction Contract Award Bidding Phase Complete	March 22, 2028 (~10 weeks from Bid Opening)
Task 900 Construction Phase Services Begin	March 22, 2028
Task 900 Construction Substantial Completion	December 15, 2031
Task 900 Construction Final Completion	March 15, 2032
Task 900 Start-up & Commissioning Services Complete	March 15, 2032
Task 900 Operations Support Services Complete	September 15, 2032

***Assumed Notice To Proceed: March 4, 2026 (City Council Meeting March 2, 2026).**



COMMITTEE OF THE WHOLE

Agenda Item _____

Prepared by: _____

Meeting Date _____ Agenda Item # _____

Type of Action (Ordinance, Resolution, Receive & File, Amendment) _____

Council Date for Action _____

DESCRIPTION



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
TOTALS					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION _____

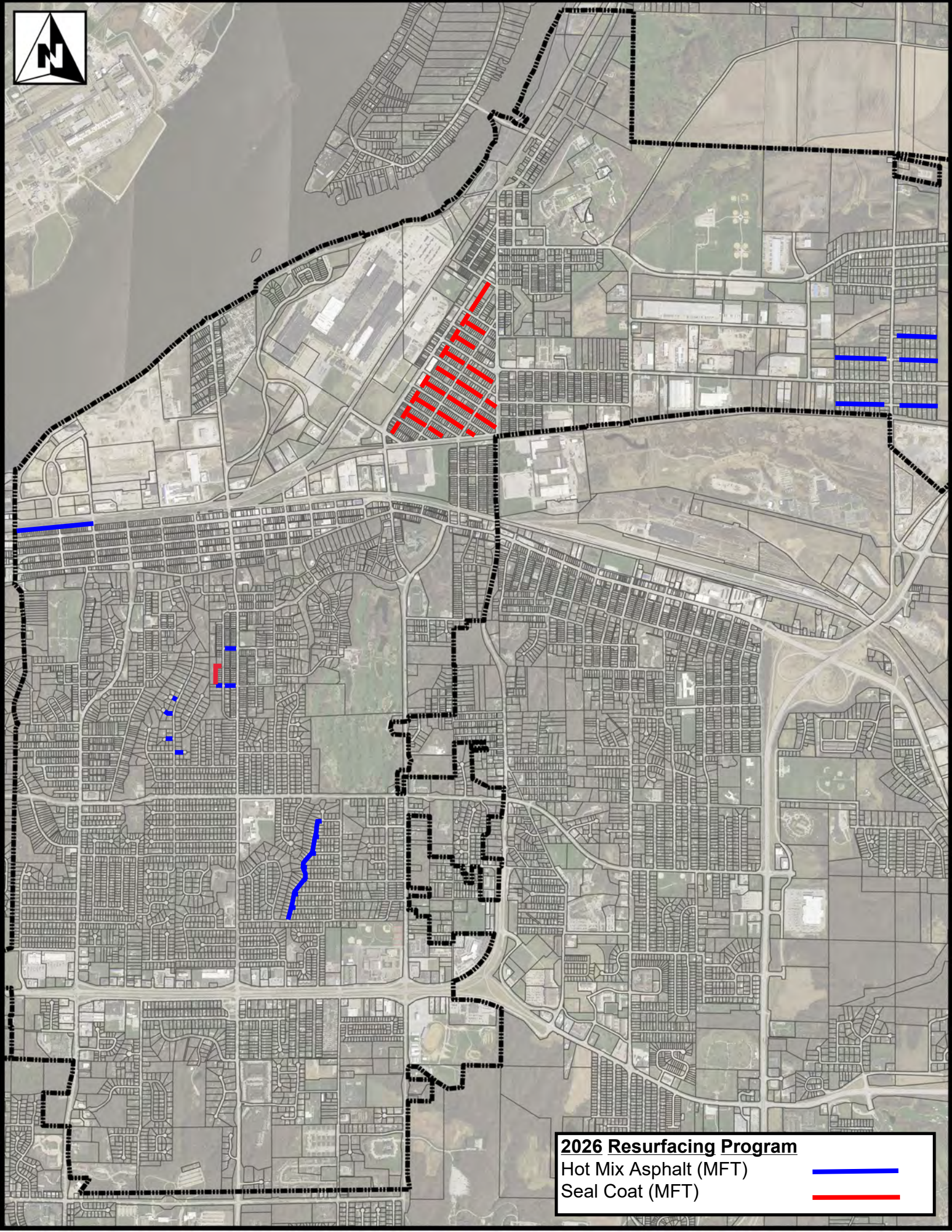
RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	NANCY MULCAHEY	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							



2026 Resurfacing Program

Hot Mix Asphalt (MFT)



Seal Coat (MFT)





COMMITTEE OF THE WHOLE

Agenda Item UPDATE on 2010 Well-to-Municipal Water Conversion Program
Prepared by: Mark Rothert, City Administrator
Meeting Date March 2, 2026 Agenda Item # 4
Type of Action (Ordinance, Resolution, Receive & File, Amendment). Ordinance
Council Date for Action March 16, 2026 (1st Reading) April 6, 2026 (2nd Reading)

DESCRIPTION

I. **Background – 2010 Conversion Program.** In 2010, the City implemented a neighborhood water infrastructure initiative intended to:

- Improve public health protections;
- Ensure access to treated municipal water;
- Strengthen fire protection capacity; and
- Transition properties from private wells to regulated municipal supply.

Property owners were advised that they were required to connect to the municipal system. Some properties were granted temporary deferral arrangements contingent upon water testing and time-based compliance review. At that time, several homeowners connected immediately and paid associated installation and usage costs.

II. **Enforcement Timeline Issue.** Based on administrative review it was determined that:

- The follow-up compliance review, anticipated approximately five years after initial implementation, did not occur in 2015 as originally contemplated.
- As a result, certain properties may have remained on private wells beyond the intended compliance timeline.
- Properties that connected in 2010 have been paying standard municipal water rates since connection. This has created a perception concern among early connectors who believe they were financially disadvantaged compared to those whose compliance was delayed.

III. **Legal and Operational Context.** It is important to clarify:

- Residents who connected received municipal water service for the duration of their payment history.
- The existence of delayed enforcement for other properties does not negate the validity of the original connection requirement.
- Municipal water rates reflect the cost of delivering treated, regulated water service and maintaining infrastructure capacity.

However, the inconsistency in enforcement timing has understandably raised concerns regarding equitable treatment.

IV. **Nature of the Current Concern.** A resident has publicly raised the concern that: Because enforcement follow-up did not occur in 2015, some neighbors may have avoided connection and related water costs for an extended period, while he has paid since he connected at the start of the program. This concern centers on comparative fairness, not service validity.

DESCRIPTION (continued)

V. Additional Public Health and Infrastructure Context. Some residents have questioned whether the absence of documented well water problems over the past fifteen years eliminates the need for municipal connection at this time. It is important to clarify that municipal water connection requirements are based on long-term public health standards, infrastructure reliability, and community-wide service consistency — not solely on whether an individual well has experienced a documented failure. Public health and utility regulations are structured around risk prevention and system-wide standards rather than retrospective outcomes. The presence of a municipal water main within a developed neighborhood establishes an infrastructure service standard intended to ensure:

- Consistent access to treated and regulated water supply;
- Fire suppression capacity and adequate system pressure;
- Reduced long-term groundwater contamination risk; and
- Uniform service delivery across similarly situated properties.

The fact that no individual contamination event may have occurred does not eliminate the policy basis for municipal service connection where required by ordinance. The City's current review relates to enforcement consistency, not to a change in the underlying public health or infrastructure standards.

VI. Administrative Review Findings. Staff findings indicate the following:

- The intent of the 2010 program was uniform compliance.
- Enforcement tracking procedures at that time, nor in 2015, did not ensure structured follow-up.
- There is no evidence of selective enforcement based on improper criteria; rather, this appears to have been an administrative lapse in systematic follow-up.

VII. Recommended Corrective Measures. To resolve this issue responsibly and prevent recurrence, the following steps are recommended:

1. **Immediate Compliance Review.** Conduct a comprehensive audit of all properties subject to the 2010 conversion program to determine current connection status.
2. **Uniform Enforcement Action.** Where connection remains required under ordinance, establish a clear and uniform compliance timeline moving forward.
3. **Pursue Grant Funding.** Apply to DCEO's infrastructure grant program to assist with water line installation of remaining homes in the target area.
4. **Formal Enforcement Tracking Protocol.** Adopt an administrative tracking procedure to ensure future infrastructure-related compliance programs include documented compliance deadlines; automated follow-up reminders; and assigned departmental responsibility.
5. **Equity Closure Consideration (If Directed by Council).** If Council wishes to address comparative fairness concerns, an option is to include a modest, one-time utility credit to early connectors. Any such action should serve as recognition of administrative inconsistency on the part of the City and be structured as a policy-based resolution rather than retroactive reimbursement.

DESCRIPTION (continued)

VIII. Fiscal Considerations. At this time:

- There is no legal requirement for retroactive reimbursement.
- Broad reimbursement of historic water payments would create significant financial exposure and precedent risk and is not advised.
- Any adjustment should be limited, clearly defined, and fiscally contained.

IX. Governance and Public Trust Considerations. The appropriate institutional response is:

- Transparent review
- Consistent application of ordinance
- Clear communication
- Systemic correction

The City’s responsibility is to ensure policies are applied uniformly and tracked appropriately moving forward.

X. Conclusion. The 2010 well-to-water conversion initiative was undertaken for legitimate public health and infrastructure reasons. While administrative follow-up in 2015 did not occur as originally anticipated, the appropriate response now is to:

- Ensure consistent enforcement;
- Clarify expectations;
- Close any compliance gaps; and
- Strengthen administrative processes.

Staff will proceed with the compliance audit unless otherwise directed by Council.

FINANCIAL IMPACT

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
					TBD
TOTALS - Expenditure					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION Approval

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							



COMMITTEE OF THE WHOLE

Agenda Item **Retail Attraction Services**
Prepared by: **Mark Rothert, City Administrator**
Meeting Date **March 02, 2026** Agenda Item # **5**
Type of Action (Ordinance, Resolution, Receive & File, Amendment). **Resolution**
Council Date for Action **March 16, 2026**

DESCRIPTION

Over the past several months, staff has evaluated the potential benefits of engaging a national retail recruitment consulting firm to assist the City in proactively attracting new retail and restaurant development. Retail recruitment is a specialized, relationship-driven process that involves multiple stages including:

- Market analytics and demographic positioning
- Direct engagement with corporate real estate directors
- Coordination with tenant representation brokers
- Financial analysis and site evaluation
- Negotiation, letters of intent, and lease/purchase agreements
- Developer coordination and construction

Retailers ultimately make decisions based on projected profitability and long-term performance, not simply interest from a community.

Based on discussions with consulting firms, the proposed services provided to the city would include:

1. Market Analysis & Positioning

- Detailed demographic and retail gap analysis
- Identification of target retail and restaurant categories
- Preparation of retailer-ready marketing materials
- Translation of local data into industry-standard retail language

2. Active Retail Recruitment

- Direct outreach to national and regional retailers
- Engagement with corporate real estate directors
- Leveraging existing industry relationships
- Ongoing communication campaigns to keep the City in retailer pipelines
- Presentation of viable local sites to retailers

3. Site & Broker Coordination

- Identification and promotion of specific development sites
- Relationship building with regional tenant-rep brokers
- Assistance in packaging both private and public sites
- Identification of off-market opportunities

DESCRIPTION (continued)

4. Developer & Incentive Support

- Assistance evaluating development feasibility
- Consultation regarding potential public incentives when needed to make deals viable
- Coordination between City staff, developers, and retailers
- Support navigating zoning, signage, utilities, and access questions

5. Stakeholder Education & Reporting

- Regular prospect reporting updates
- Education of local property owners and stakeholders
- Ongoing strategic alignment with City economic development goals

In essence, the consultant would serve as an extension of the City's economic development function, focused specifically on retail recruitment.

Strategic Considerations

Engaging a retail recruitment consultant would provide professional, relationship-based outreach to national and regional brands that the City would not otherwise access. The consultant would bring established industry connections, structured prospect tracking, and focused recruitment efforts without diverting staff from core responsibilities. This improves the City's competitive positioning and ensures retail attraction is approached strategically and consistently.

Intergovernmental Cooperation

Silvis, Milan, East Moline, and Rock Island are collectively exploring this retail recruitment service as a coordinated regional effort. By banding together, the communities are able to leverage shared market strength, present a broader trade area to national retailers, and create efficiencies in outreach and recruitment strategy.

This collaboration also results in meaningful cost savings. What would typically be a \$50,000 annual engagement per city is reduced to \$30,000 per community through the joint approach. By sharing the expense while maintaining individual site promotion and local control, each city gains access to professional retail recruitment services at a significantly lower cost. This regional model strengthens competitiveness while demonstrating a unified commitment to attracting retail investment across the area.

Recommendation. Staff seeks Council direction on whether to proceed with negotiating and executing a professional services agreement for retail recruitment services at a cost of \$30,000 plus site visit expenses. If authorized:

1. The Retail Working Group, made up of key staff representatives from Silvis, Milan, East Moline and Rock Island, would select a preferred consultant based on proposals and presentations given to the group;
2. A professional services agreement would be drafted and entered into, upon city attorney review, with a selected firm;
3. The scope and reporting expectations would be finalized;
4. Performance benchmarks would be established; and
5. Active retailer outreach would begin within 60 days.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
092-000-52430.02	Professional Services	Business Development District	\$56,111	\$56,111	\$30,000
TOTALS - Expenditure			\$56,111	\$56,111	\$30,000

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION _____ Approval _____

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							