



City of East Moline Committee of the Whole

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

DATE: October 6, 2008

TIME: 7:15 P.M.

<i>1</i>	Fireworks Agreement	Dave Lambrecht
<i>2</i>	Voluntary Curbside Recycling	Dave Lambrecht
<i>3</i>	Handicapped Parking Fines	Victor Moreno
<i>4</i>	Parking Violations Fine Increase	Victor Moreno
<i>5</i>	911 Communications Centre	Victor Moreno
<i>6</i>	Babcock Sewer Funding	Tim Kammler
<i>7</i>	Babcock Sewer – County Highway Permit	Tim Kammler
<i>8</i>	2009 Capital Improvement Plan	Tim Kammler
<i>9</i>	3rd Avenue – Surveying Contract	Tim Kammler
<i>10</i>	Hillcrest School Area – Surveying Contract	Tim Kammler
<i>11</i>	23rd Ave. – Survey & Engineering Contract	Tim Kammler

AGREEMENT

THIS AGREEMENT Made this 8th day of September
A.D., ~~2008~~, by and between NOSTALGIA PYROTECHNICS INC., of Oso, IL Party of the First
Part, and City of East Moline
hereafter designated as the Party of the Second Part, providing for an exhibition of fireworks to
be given at Campbells Island Marina-400 Island Ave East Moline IL 6124
on the evening of July 3rd, 2009 RAIN DATE July 5, 2009 in a location to be
designated by said party of the Second Part and approved by said party of the First Part.

The parties hereto mutually agree, each with the other, as follows:

1. The said party of the First part agrees to furnish an exhibition of fireworks substantially
in accordance with programme submitted, and the party of the First part shall supply a sufficient
number of men to execute the display.

2. The party of the Second part agrees to furnish and set up rope lines for the protection of
the public and agrees to furnish ample police protection to the party of the First part for the pro-
tection of its property and the firing of exhibition without interference from the public, and agrees
to procure any and all necessary permits and licenses which may be required by the municipal
authorities. The party of the Second part also agrees to furnish lumber, and help, if needed, to
erect display.

3. The party of the Second part agrees to pay the party of the First part, or his order, the
sum of \$ 10,000⁰⁰ DOLLARS
within 10 days after said exhibition. After which a service charge of 1 $\frac{3}{4}$ % per month will be
added to the unpaid balance.

4. Party of the (First) (Second) part to furnish Public Liability and property damage insur-
ance of ~~\$200,000~~ C.S.L. Minimum, naming party of (First) (Second) as additional insured.
\$ 1,000,000⁰⁰

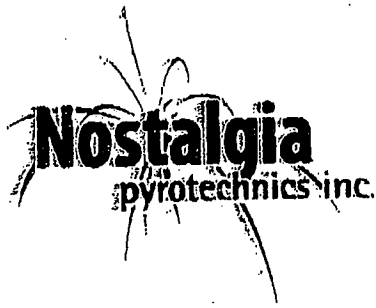
5. Rainouts will be charged at 10% of the contracted price. Cancellations without a rain
date will be charged at 25% of the contracted price.

IN WITNESS WHEREOF the party of the First part by NOSTALGIA PYROTECHNICS, INC.

Barry Van Blarmon

and the party of the Second part by _____

both hereunto duly authorized have set their names.



Nostalgia Pyrotechnics, Inc.
 119 South St. Osco, IL 61274
 PO Box 207
 309-522-5136
 QuadCityFireworks.com

OPENING

Quantity	Item Description	Price
6	3" Asst. Special Finale W/J/T (65.00) (Chains of 10 60 3" Shells total)	390.00
2	Titanium Salute W/T 36-shot 2½" (108.00)	216.00
4	4" Assorted Color Shells (11.00)	44.00
2	6" Assorted Color Shells (30.00)	66.00
2	8" Assorted Color Shells (60.00)	120.00

MAIN BODY OF SHOW - SHELLS

Quantity	Item Description	Price
72	3" Assorted Color Shells (6.00)	432.00
72	4" Assorted Color Shells (11.00)	792.00
48	5" Assorted Color Shells (18.00)	864.00
40	6" Assorted Color Shells (30.00)	1200.00
12	8" Assorted Color Shells (60.00)	720.00
2	Brocade Crown 36-shot 2½" (105.00)	210.00
2	Coconut Tree 16-shot 3" (95.00)	190.00
2	Color Peony 36-shot 2½" (95.00)	190.00
2	Crackles 36-shot 2½" (105.00)	210.00
2	Night shells 16-shot 4" (130.00)	260.00
2	Peanut CHRY Big Willow 25-shot 3" (215.00)	430.00
2	Ring Assorted 25-shot 3" (130.00)	260.00

GRAND FINALE

Quantity	Item Description	Price
30	3" Assorted Special Finale (65.00) (chains of 10 300 shells total)	1950.00
6	4" Assorted Finale (chains of 4 24 shells) (60.00)	360.00
10	6" Assorted Shells (30.00)	300.00
4	8" Assorted Shells (60.00)	240.00
2	Brocade Crown 2½ 36-shot (105.00)	210.00
2	Color Peony 36-shot 2½ (95.00)	190.00
2	Titanium Salute 36 Shot 2½ (108.00)	216.00
		Total 10,054.00

Note: Styles of Cakes and Shells subject to
 change depending on what product is received
 From China

Nostalgia Pyrotechnics, Inc.
 119 South St. Osco, IL 61274
 PO Box 207
 309-522-5136
 QuadCityFireworks.com



Volunteer Curbside Recycling

Thank you for showing an interest in the City of East Moline's Volunteer Curbside Recycling Program. Written below is a list of material that will be collected for recycling.

- 1. PAPER;** newspaper, magazines, brown paper bags, telephone books, catalogs, office paper, junk mail, envelopes, corrugated cardboard, chipboard, frozen food paper packages, juice boxes.
- 2. PLASTICS;** #1 through #7, except #6 polystyrene/Styrofoam (containers must be empty)
- 3. METAL;** formed steel cans, aluminum cans, tin/steel/bi-metal cans (cans must be empty).
 - **GLASS** is not included because broken glass contaminates the other recyclable materials. East Moline's drop-off recycling site(s) will still be available for residents to dispose of glass, paper, metals and plastics...
 - Curbside collection would be provided once every two weeks.
 - All recyclable materials would be commingled in one recycling container.

Cost of the program would be based on the number of East Moline households and businesses that register. The charge would be put on your monthly water bill after the program starts. Here is the pricing.

- 400 to 600 homes \$3.80 per month per residence
- 601 to 800 homes \$3.65 per month per residence
- 801 and more \$3.50 per month per residence

Each resident would need to purchase a recycling container. Here is the one time cost.

- 48-gallon container for 1 or 2 people \$45.00
- 64-gallon container for 3 or 4 people \$51.10
- 96-gallon container for 5 or more people \$58.45

Time line to start program:

October 2008 – receive registration forms

November 2008 – order recycling containers

January 2009 – deliver containers

March 2009 – begin curbside collection of recycling materials

If you wish to participate please fill out the enclosed Registration Form



REGISTRATION FORM
East Moline Voluntary Curbside Recycling Program

Print Name: _____

Collection Address: _____, East Moline, IL 61244

Phone: _____ Cell: _____

Signature: _____

➤ Check the box next to the recycling container you wish to purchase.

- | | |
|---|---------|
| <input type="checkbox"/> 48-gallon container for 1 or 2 people | \$45.00 |
| <input type="checkbox"/> 64-gallon container for 3 or 4 people | \$51.10 |
| <input type="checkbox"/> 96-gallon container for 5 or more people | \$58.45 |

Enclose your payment to purchase the recycling container and this completed registration form. Mail payment and form to:

Curbside Recycling
1200 – 13th Avenue
East Moline, IL 61244

AN ORDINANCE AMENDING TITLE 9, ENTITLED, "TRAFFIC", CHAPTER 3, ENTITLED, "PARKING RULES" SECTION 9-3-15, ENTITLED, "HANDICAPPED PARKING," OF THE CITY CODE OF THE CITY OF EAST MOLINE, ILLINOIS OF 1974 AS AMENDED.

BE IT ORDAINED by the City Council of the City of East Moline, Illinois, as follows:

SECTION 1. Title 9, entitled "Traffic," Chapter 3, entitled, "Parking Rules," of the City Code of the City of East Moline, Illinois, of 1974, as amended, is hereby amended by deleting Section 9-3-15, entitled, "Handicapped Parking," in its entirety, and substituting therefore the following:

"Section 9-3-15: Handicapped Parking:

It shall be unlawful to park any vehicle in a parking space specifically reserved for use by the handicapped, and is so marked or posted, unless said vehicle bears State of Illinois license plates for the handicapped, a disabled veteran plate, or any other special handicapped plate issued by another state. Any person convicted of a violation of this section shall be fined in an amount of Two Hundred Fifty Dollars (\$250.00). Any person charged with a violation of this section may pay the sum of Two Hundred Fifty Dollars (\$250.00) to the city at the police station, whereupon the prosecution for the alleged offense shall not be pursued.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are expressly repealed, insofar as they do so conflict.

SECTION 3. This ordinance shall be full force and effect from and after its passage and approval as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, this 20th day of October, 2008 and APPROVED BY THE MAYOR OF SAID CITY this 20th day of October, 2008.

Mayor of the City of
East Moline, Illinois

ATTEST:

City Clerk of the City of
East Moline, Illinois

AN ORDINANCE AMENDING TITLE 9, ENTITLED, "TRAFFIC", CHAPTER 10, ENTITLED, "VIOLATION; ARREST" SECTION 9-10-5, ENTITLED, "PARKING VIOLATIONS," OF THE CITY CODE OF THE CITY OF EAST MOLINE, ILLINOIS OF 1974 AS AMENDED.

BE IT ORDAINED by the City Council of the City of East Moline, Illinois, as follows:

SECTION 1. Title 9, entitled "Traffic," Chapter 10, entitled, "Violation; Arrest," of the City Code of the City of East Moline, Illinois, of 1974, as amended, is hereby amended by deleting Section 9-10-5, entitled, "Parking Violations," in its entirety, and substituting therefor the following:

"Section 9-10-5: PARKING VIOLATIONS:

Any person accused of a violation of an ordinance prohibiting parking a vehicle in a designated area, or restricted area, or restricting the length of time a vehicle may be there parked, except for a handicapped parking violation, may settle and compromise the claim against him or her for such illegal parking by paying to the City, within seven (7) days of the time the alleged offense was committed, the sum of Ten Dollars (\$10.00), or after seven (7) days of the time the alleged offense was committed, the sum of Twenty Dollars (\$20.00). Such payment may be made at the Police station, and a receipt shall be issued for all money so received, and such money shall be promptly turned over to the Treasurer to be used in the manner provided for the disposition of fines for traffic violations. When such payments are made, the members of the Police Department are hereby authorized to refrain from instituting a prosecution for the alleged offense involved. When such payments are not made, the members of the Police Department are hereby authorized to institute a prosecution for the alleged offense involved.

Provided that this Section shall not apply to persons parking a vehicle so as to obstruct the entrance or exit of any place where Police or Fire Department apparatus or other emergency equipment is kept or housed, or so to block an emergency entrance to a hospital. Nor shall this Section apply to any person charged with parking a vehicle so as to entirely obstruct traffic in any street or alley, or parking in such a way as to reduce traffic on an arterial street to one-way traffic only; nor to any person who refuses to move a vehicle illegally parked, at the request of any member of the Police Department.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are expressly repealed, insofar as they do so conflict.

SECTION 3. This ordinance shall be full force and effect from and after its passage and approval as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF EAST

MOLINE, ILLINOIS, this 20th day of October, 2008 and
APPROVED BY THE MAYOR OF SAID CITY this 20th day of
October, 2008.

ATTEST:

Mayor of the City of
East Moline, Illinois

City Clerk of the City of
East Moline, Illinois

October 21, 2008

**RE: Sanitary Sewer Construction
Babcock Area – City of East Moline**

DRAFT

Dear Resident,

The City of East Moline has, for several years, investigated options to provide sanitary sewer service to your residence and the surrounding area. As part of this process, the City applied for a Community Development Assistance Program (CDAP) grant earlier this year in an attempt to make this project more affordable to residents. It was recently learned that the City was successful in obtaining this grant in the amount of \$350,000, which will provide a notable savings to residents toward the cost of sewer installation.

In addition to the savings provided by the CDAP grant, the unique design of the proposed sewer system to serve this area has substantial cost savings over traditional methods: It consists of individual sewer pump basins (taking the place of existing septic fields) that are connected to low-pressure force main pipes along the streets. This type of design was necessary due to the high water table, collapsible soils, and the existing network of underground utilities. These issues, coupled with the challenge of having most residential sewer service pipes exiting the rear of the homes (and flowing to a septic field) as opposed to the front of the homes, made the cost of traditional sanitary sewer construction very expensive and unfeasible. The Illinois EPA has already issued a permit to the City for the proposed design.

With the notice of award for the grant, the City now needs to determine how many residents wish to hook on to sewer service immediately at a discounted rate. This letter is being written to solicit your request for sewer hook-on as part of this project. Due to the savings provided by the grant as well as a one-time incentive by the City, the price to obtain sanitary sewer service at this time is at a substantial discount. In addition to the discounted price, qualifying Low-to-Moderate Income (LMI) residents will receive additional credit toward sewer service due to the CDAP grant. With the discounts provided by the grant as well as the City contribution, the estimated cost to residents for final, in-place working sewer service is shown at the top of the following page:

(Over)

Low Pressure Sewer Cost (estimated):

Low-to-Moderate Income (LMI) Residents	\$4,500
Non-LMI Residents	\$5,800

- Notes: (1) Estimated cost is for completed (in-place) installation of sewer force mains, sewer services, pump basins, and abandoning existing septic fields.
 (2) Actual (final) cost to residents will be determined after bid letting.
 (3) Traditional gravity sewer installation along the streets was previously estimated at \$10,000 per resident, with the sewer service installation estimated to cost an additional \$5,000.

Residents wishing to hook-on would have two options of payment for sewer: (1) Pay cash up-front to the City (from either money saved or via a bank loan), or (2) Pay, with interest, over a ten-year period on their property tax bill or sewer bill. While it is not recommended, residents will have the option to wait up to five years (???) before sewer hook-on becomes mandatory, unless the conditions of their current sewer discharge present a code violation, in which case mandatory hook-on to city sewer would be required immediately after the violation. However, please understand that postponing the installation of sewer service will result in a substantially higher price than will be available through the bulk discount and incentive program offered by the City at this time.

For your use and review as you consider this decision, a map of the project area is included with this letter as well as an informational brochure on the pump basin unit that would be installed outside the residences as a component of the sewer service.

Additionally, the City will conduct an informational Town Hall Meeting at the UAW Hall on Morton Drive on _____, 2008 between 6:00 p.m. and 7:00 p.m. to discuss the project and answer questions.

The City would appreciate that you indicate your decision by completing the form below, cutting at the dotted line, and mailing it or dropping it off to: East Moline Engineering & Maintenance Services, 1200 13th Street, East Moline, IL 61244, between 7:00 a.m. and 3:30 p.m. Mon-Fri. Responses are due by ????????????, 2008.

This project has long been needed for many residents, and the City is truly pleased to be offering sewer service to the project area at a value price. We look forward to getting your response as well as seeing you at the Town Hall meeting!

Sincerely,



Babcock Area Sanitary Sewer Project – Response Form

Last Name

First Name

Address

Phone (daytime) Phone (evening)

- I want to hook on to the City of East Moline sanitary sewer in Spring 2009
- I am not interested in City sewer at this time

CITY OF EAST MOLINE
STREET & UTILITY CAPITAL IMPROVEMENT PLAN

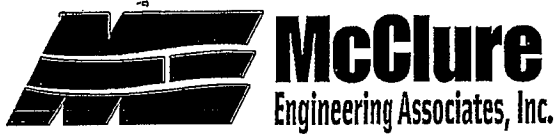
FY 2009-2010

DRAFT

FY 2009-2010		MFT	NHR	Water Distrib.	Sewer Collect.	Drainage	Other	TOTAL	Notes
Est. Fund balance	(05/01/09 Capital Reserves from '08)	\$277,596	\$165,000	\$23,000	\$7,000	(\$6,000)		\$466,596	Storm Utility Req'd.
Revenue Forecast	(05/01/09-04/30/10)	\$540,000	\$408,000	\$638,000	\$796,000	\$100,000		\$2,480,000	
Less Existing Obligations	(05/01/09-04/30/10)	(\$287,710)				(\$15,000)		-\$302,710	Bond Payments
Totals		\$529,886	\$573,000	\$659,000	\$803,000	\$79,000	\$0	\$2,643,886	
COMBINATION IMPROVEMENT PROJECTS									
3rd Avenue (19th-25th Street)			\$155,000	\$350,000	\$350,000		\$0	\$855,000	Water, Sewer, Storm, Street
5th Street (19th-22nd Avenue)		} Hillcrest School Area							
6th Street (21st-22nd Avenue)									
19th Avenue (5th St - 18th Ave)			\$220,000	\$280,000	\$290,000		\$0	\$790,000	Water, Sewer, Storm, Street
21st Avenue (5th-6th Street)									
22nd Avenue (13th-19th Street)									
23rd Avenue (Archer Dr. - 19th St.)							\$1,035,000	\$1,035,000	TIF Funded
								\$1,645,000	
STREET PRESERVATION & RESURFACING									
Collector Overlay Program									
9th Street (15th Ave - 17th Ave)		\$45,000						\$45,000	500' x 36' Overlay
Avenue of the Cities N. Frontage Rd. (7th St. - Archer)							\$300,000	\$300,000	IDOT Project - No Local Funds
Residential Sealcoating/Microsurfacing/Overlay Program								\$150,000	
Specific Streets T.B.D.		\$150,000						\$150,000	
Joint/Crack Sealing							\$50,000	\$50,000	Maintenance Services Budget
Pavement Patching							\$75,000	\$75,000	Maintenance Services Budget
Pavement Markings							\$50,000	\$50,000	Maintenance Services Budget
Alley (15th-16th Ave btw. 9th-10th St.)								\$670,000	
UTILITY REHABILITATION / REPLACEMENT									
Sewer Slip Lining Program									Total Slip Lining: \$123,000
3rd Avenue (19th-23rd St.)					\$41,000			\$41,000	1200' @ \$34/LF
5th Street Project Area (see streets above)					\$82,000			\$82,000	2400' @ \$34/LF
Sewer Manhole Replacement								\$0	
Babcock Water Main Extension				\$0				\$0	
								\$123,000	
DRAINAGE IMPROVEMENTS									
Sugar Creek Levee Repairs						\$700,000		\$700,000	Subject to Storm Utility
Mississippi River Levee Repairs						\$50,000		\$50,000	Subject to Storm Utility
Pump Replacement								\$0	Subject to Storm Utility (\$300K)
Ravine Erosion Control Program						\$50,000		\$50,000	
Storm Drainage Improvement Program									
450 - 41st Avenue - Add Inlets, Upsize Pipes						\$50,000		\$50,000	Subject to Storm Utility
13th St, 9th Ave Drainage Improvements & Det. Basin						\$40,000		\$40,000	Subject to Storm Utility
Ditch Dredging Program						\$20,000		\$20,000	Subject to Storm Utility
Butterworth Lagoon Dredging & Spillway Replacement									TIF
								\$910,000	
NEW CONSTRUCTION									
Triumph Utilities									
Water Distribution Upgrades & Extension								\$0	
Sewer Collection Upgrades & Extension								\$0	
Pre-Treatment Plant								\$0	
Triumph Water Tower (1.5 MG)								\$0	
I-80/I-88 Water Tower (1.5 MG)								\$0	
Intersection & Road Improvements (Barstow Rd & IL 5)								\$0	
Intersection & Road Improvements (Barstow Rd & 172nd)								\$0	
Gateway Condos Entry Road		\$105,000						\$105,000	
								\$105,000	
SIDEWALK PROGRAM									
								\$0	
								\$0	
								\$0	
EMERGENCY REPAIR PROJECTS									
Contingency Budget			\$25,000	\$25,000	\$25,000	\$25,000		\$100,000	
2009 TOTAL PROJECTED EXPENSE BY FUND		\$300,000	\$400,000	\$655,000	\$788,000	\$935,000	\$1,510,000	\$4,588,000	
Projected Fund Balance / CIP Reserves (04/30/09)		\$229,886	\$173,000	\$4,000	\$15,000	(\$856,000)			
		(1)	(2)						

Notes:

- (1) MFT Fund accrues at approx. \$45,000/mo. To avoid deficit spending, a min. of \$225,000 is recommended as an estimated fiscal year beginning balance to allow for winter accrual (Dec.-Apr.)
- (2) NHR Sales Tax Fund accrues at approx. \$34,000/mo. To avoid deficit spending, a min. of \$170,000 is recommended as an estimated fiscal year beginning balance to allow for winter accrual (Dec.-Apr.)
- (3) This document reflects only preliminary estimates of cost which were performed prior to any formal design. Actual project cost will vary due to final scope of work and market prices at the time of construction.



September 30, 2008

Mr. Tim Kammler
Director of Engineering Services
City of East Moline
1200 13th Avenue
East Moline, Illinois 61244

**SUBJECT: Proposal for Professional Services
3rd Avenue Topographic Survey
East Moline, Illinois**

Dear Mr. Kammler,

At your request, McClure Engineering Associates, Inc. (MEAI) is pleased to submit this proposal for professional engineering services.

SCOPE OF WORK

The City of East Moline (CLIENT) desires MEAI to provide professional services relating to the collection of topographic field data along 3rd Avenue, extending from IL Rt. 84 to 25th Street; all as shown on the City-provided sketch.

Project specifics include the necessary surveying and drafting of existing conditions of approximately 2000 LF of existing streets, within the areas detailed above. Field measurements for all sanitary and storm sewer structures (and piping) will also be included in this work.

BASIC SERVICES

Upon acceptance of this proposal, MEAI will perform the following Basic Services in accordance with the Standard Provisions on the reverse side of the attached Contract Agreement:

I. TOPOGRAPHIC SURVEYING:

- This portion of work will include the recovery and establishment of horizontal and vertical control. We will use City monuments, as available.
- Perform field topography of street and front yard surfaces, locate existing lot or block corners if easily identified, conduct vertical measurements of sanitary and storm utility structures.
- Locate those public utilities as marked in the field by the City and other utility companies, or as visible at the time of the survey.
- Topography will extend from the face to face of each residential building, or to the assumed northerly right of way line of 3rd Avenue along the Department of Corrections properties.

*Proposal for Professional Services
3RD Avenue Topographic Survey*

Page 1 of 3

II. DRAFTING:

- Create linework of existing topography and utilities based on MEAI survey.
- Reconstruct existing right of way lines and block corners based on minimal Courthouse research and standard survey practices.
- Deliverables will consist of an electronic version of the topography work, compatible with City software.

ENGINEERING FEES

Compensation for the above basic services will be as follows:

I. Topographic Survey	Lump Sum	\$ 5,400.00
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TIME SCHEDULE

The survey portion of this project could be completed within 10 calendar days; weather permitting.

The drafting portion can be completed within 5 calendar days of completion of the Topographic survey.

MEAI is prepared to start the aforementioned scope of services upon receipt of an executed contract agreement and a notice to proceed.

RESPONSIBILITIES OF CLIENT

The CLIENT shall:

- Designate an authorized representative to act on its behalf with respect to the Project.
- Provide accurate utility locates for existing City utilities and infrastructure.
- Locate and expose those sanitary or storm sewer manholes which are covered with layers of bituminous or concrete pavement materials.

ADDITIONAL SERVICES

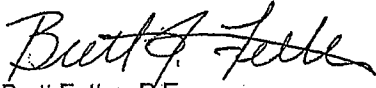
MEAI will perform additional professional services as directed by the CLIENT on a standard time basis, with a 3.0 multiplier of direct wages. If desired, MEAI will prepare supplemental agreements for additional services, with a quoted fee for a specific scope of services. Additional services required may include:

- Civil Engineering Design Services
- Right-of-Way and/or easement document preparation or property acquisition services.
- Phase I Archaeological Surveys.
- Legal services.
- Geotechnical Investigations.
- Construction Engineering Services.

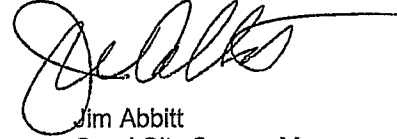
Thank you for this opportunity to continue serving the City of East Moline.

Sincerely,

McCLURE ENGINEERING ASSOCIATES, INC.

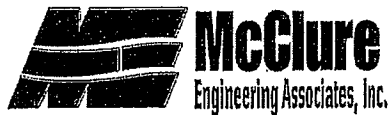


Brett Fetter, P.E.
Vice President / Division Manager



Jim Abbitt
Quad City Survey Manager

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Project Number EM-01-13-08-
Project Name 3rd Ave Topo

CONTRACT AGREEMENT

TO ENGAGE THE SERVICES OF McCLURE ENGINEERING ASSOCIATES, INC. AS A CONSULTANT, SURVEYOR, AND/OR ADVISOR.

This Contract, entered into on the _____ day of _____, 2008, between _____ City of East Moline hereinafter called "Client" and McClure Engineering Associates, Inc., hereinafter called "MEAI," is as follows:

The Client and MEAI, for mutual consideration hereinafter set forth, agree as follows:

A. MEAI agrees to perform certain services for the Client as follows: _____
See letter dated 9/30/08

Project Location: East Moline, IL
Estimated completion date of services: _____

B. Client agrees to pay MEAI as compensation for these services as follows:

- Time and Materials \$ _____ (estimate)
- Lump Sum of \$ 5,400.00
- Other: _____
- Retainer of \$ _____

Invoices to be submitted:

- Monthly
- Upon Completion of Services
- Other _____

Terms of Payment:

Net due 10 days

Invoices will be submitted to:

Client's name and address: City of East Moline Attn: Mr. Tim Kammler
1200 13th Avenue
East Moline, IL 61244

E-mail: tkammler@eastmoline.com Phone No. 309-752-1595
Fax No. 309 752-0634

Also refer to reverse side under "TERMS OF PAYMENT" and "LIMITATION OF LIABILITY."

C. Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Contract.

D. Services will be scheduled upon receipt of the signed "MEAI Copy." Please retain "Client Copy" of this Contract for your records. By signing below, each of the parties affirm that they have read and understand the terms and conditions of this Contract as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

ACCEPTED

McCLURE ENGINEERING ASSOCIATES, INC.

By: _____

By: Brett J. Fetter

Brett J. Fetter

Printed name: _____

Title: Vice President/Div. Manager

Client/Title

Date: _____

Date: 9/30/08

Subject to acceptance within 30 days

WHITE - MEAI COPY/ACCOUNTING

YELLOW - CLIENT COPY

PINK - MEAI COPY/DIVISION

PROPOSAL FOR SERVICES

TO: City of East Moline
ATTN: Mr. Rick McDaniel
Assistant City Engineer
915 16th Avenue
East Moline, IL 61244

PROJECT NAME: Hillcrest Area Survey

DATE: September 30, 2008

We look forward to assisting the City of East Moline in the reconstruction of streets in the Hillcrest Area. Our staff is experienced with this type of reconstruction effort and the survey work that is required to complete the design. We thank you for the opportunity to be of service to your community.

PROJECT DESCRIPTION: The project involves reconstruction of streets in the Hillcrest area. For clarity we have attached Exhibit A which defines the project area. Our services will include a topographic survey that will extend from the front of the structures on both sides of the streets and will include driveways, picking up curb stops (as detected with metal detector), above ground utilities and property monuments that are exposed and visible. We will also use the utility companies records for the locations of the electric, gas and telephone. City of East Moline staff will mark the location of the sanitary sewer, storm sewer and water. The marked location of the utilities will be shown on the survey.

The City of East Moline and Shive-Hattery, Inc. agree as follows:

SCOPE OF SERVICES: Shive-Hattery will provide the following services:

1. Conduct a topographic survey of the areas shown in Exhibit A. The survey will extend to front of structures including actual shots on both sides of driveways.
2. Gather data regarding locations of utilities in the field and by using maps from the respective utility companies. Information will be shown on the survey.
3. Gather data regarding locations of property monuments that are exposed and visible near the City right of way.
4. Provide the City of East Moline with one (1) signed topographic survey drawing and the electronic files associated with creating this drawing. The survey information drafted using AutoCAD Version 2008.
5. Construction staking will be provided one (1) time per the contractor's request. Re-staking will be completed at the expense of the contractor.

EXHIBITS

1. Exhibit A – Project area

CLIENT RESPONSIBILITIES: It will be the City of East Moline's responsibility to provide the following:

1. Legal, accounting and insurance counseling services that may be necessary.

2. City to mark the locations of the sanitary sewer, storm sewer and water in the project area.
3. Access to site.

SCHEDULE: We will begin our services immediately after receipt of the executed Agreement, which will serve as a notice to proceed. We will complete our services within three (3) weeks of receiving the executed Agreement.

COMPENSATION: We will provide the Scope of Services for the following fees:

Scope items 1 through 4	\$9,800.00
Scope item 5	Hourly

Hourly rate services will be completed based on our Standard Hourly Rate Schedule in effect at the time the services are performed. The terms of this proposal are valid for 45 days from the date of this proposal.

EXHIBITS

1. Exhibit A – Project area

CLIENT RESPONSIBILITIES: It will be the City of East Moline's responsibility to provide the following:

1. Legal, accounting and insurance counseling services that may be necessary.
2. City to mark the locations of the sanitary sewer, storm sewer and water in the project area.
3. Access to site.

SCHEDULE: We will begin our services immediately after receipt of the executed Agreement, which will serve as a notice to proceed. We will complete our services within three (3) weeks of receiving the executed Agreement.

COMPENSATION: We will provide the Scope of Services for a fee of \$9,800.00. The terms of this proposal are valid for 45 days from the date of this proposal.

ADDITIONAL SERVICES: You may wish to include the following services in your project but they are not currently in our scope of services. We would be happy to provide these services if you desire.

1. Property surveys.
2. Preparation of temporary and permanent easements.
3. Design and construction and bidding documents for the reconstruction of the roadways.
4. Bidding and construction phase services for the reconstruction of the roadways.

City of East Moline
September 30, 2008
Page 3

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us in the enclosed green envelope.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is
authorized to proceed:

Offer by:

CITY OF EAST MOLINE

SHIVE-HATTERY, INC.

BY: _____

Rick L. Brackey.
Surveyor

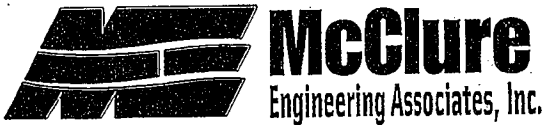
TITLE: _____

DATE ACCEPTED: _____

Marti N. Ahlgren
Project Manager

Enc.: Second Copy of the Proposal with Standard Terms and Conditions
Green Envelope

MNA



September 30, 2008

Mr. Tim Kammler, P.E.
Director of Engineering Services
City of East Moline
1200 – 13th Avenue
East Moline, Illinois 61244

**SUBJECT: Proposal for Professional Services –
23rd Avenue Reconstruction (19th Street to Archer Drive)
East Moline, Illinois**

Dear Mr. Kammler:

In accordance with the request of the City, McClure Engineering Associates, Inc. (MEAI) is pleased to submit this proposal for professional services.

SCOPE OF WORK

The City of East Moline, Illinois (CLIENT) desires MEAI to provide professional services relating to the design, preparation of construction documents, bidding, and contract administration and construction observation for a construction project for improvements to 23rd Avenue from 19th Street to Archer Drive in East Moline.

The extent of the project will include the reconstruction of and improvements to approximately four blocks of 23rd Avenue along with parking for Soule Bowl and public utility and services reconstruction in the public right-of-way. The project will include major realignment to Archer Drive centered in the public right-of-way and profile grade realignment to improve sight distance.

BASIC SERVICES

Upon acceptance of this Proposal, MEAI will perform the following Basic Services in accordance with the General Conditions on the reverse side of the attached Contract Agreement:

1. **TOPOGRAPHIC SURVEY:**
 - A. Recovery and establishment of horizontal and vertical control. We will use City monuments, as available.
 - B. Perform field topography of street and front yard surfaces, locate existing lot or block corners if easily identified, conduct vertical measurements of sanitary and storm utility structures.
 - C. Locate those public utilities as marked in the field by the City and other utility companies, or as visible at the time of the survey.
 - D. Topography will extend from the face to face of each residential building, or to the

assumed northerly right of way line of 23rd Avenue along Soule Bowl and Butterworth Park properties. Locate utilities on or immediately adjacent to the project area.

- E. Locate physical features on project.
- F. Locate existing public facilities that will be incorporated into the project.
- G. Determine vertical topography and gather cross-section data.
- H. Coordinate with City Public Works with regard to known problems.
- I. Take core samples and evaluate sub-grade.

2. PRELIMINARY DESIGN

- A. Establish design criteria, alignment and extent of project.
- B. Develop conceptual plans and typical sections.
- C. Prepare preliminary drawings.
- D. Coordinate with private utility companies.
- E. Develop pavement structural design.
- F. Meet with City staff and officials regarding conceptual design and coordination.
- G. Prepare staging plans and coordinate with users.
- H. Develop project timing with recommendations to City Council with regard to financing and City events.
- I. Prepare opinion of probable cost.

3. FINAL DESIGN.

- A. Prepare final basis of design and perform calculations for improvements.
- B. Finalize detailed plans and technical specifications.
- C. Finalize staging plans and coordinate with users.
- D. Prepare regulatory permit applications.
- E. Prepare bidding documents with base bid award for one project.
- F. Prepare final opinion of probable cost.
- G. Attend City public meetings for final design review and discussion.

4. CONTRACT BIDDING

- A. Develop prospective bidders list.
- B. Contact prospective contractors, suppliers and publications that list project notices.
- C. Provide number of plans and specifications necessary.
- D. Answer inquiries from contractors regarding bidding documents.
- E. Issue Addenda information, as required.
- F. Attend Public Hearing and make presentation.
- G. Attend bid opening at City Hall.
- H. Prepare bid tabulation and verify accuracy of bids.
- I. Provide written recommendation to the City concerning award of the contract.

5. PROJECT ADMINISTRATION

- A. Attend conduct pre-construction conference with contractors, suppliers, utilities, and city staff.

- B. Attend and conduct bi-weekly construction progress meetings and prepare and distribute minutes.
- C. Provide contractors with survey control for contractor's construction staking.
- D. Make all necessary calculations to determine accuracy and voracity of change orders.
- E. Review and make recommendations concerning shop drawings.
- F. Review contractors pay estimates and submit for approval.
- G. Submit necessary documentation to City for project closeout.
- H. Prepare as-built record drawings.
- I. Prepare project certification and formal recommendation for acceptance.

6. CONSTRUCTION OBSERVATION

- A. Estimated project duration is 120 working days.
- B. Provide intermittent on-site construction observation as determined necessary based on the quality and difficulty of the work being performed.
- C. Perform materials testing in accordance with City Standards.
- D. Based on approximately full-time observation for 90 working days and half-time material observation for 30 working days.

PROJECT SCHEDULE

Based upon receipt of a signed agreement and a Notice-to-Proceed in October, 2008, the proposed project schedule is as follows:

Start of Work	October, 2008
Advertise for Bids	March, 2009
Project letting	April, 2009
Construction begins	May, 2009
Substantial Completion	October, 2009
Final completion	November, 2009

RESPONSIBILITIES OF CLIENT

The CLIENT shall provide full information regarding its requirements for the Project.
The CLIENT shall designate an authorized representative to act on its behalf with respect to the Project.

The CLIENT shall provide direction as necessary with regard to the layout and configuration of the proposed improvements.

The CLIENT shall be responsible for all permit, application, and publication and filing fees.
The CLIENT shall provide legal opinions and services for all documents for filings, covenants, and certifications.

INDEMNIFICATION

- 1. This Proposal does not include investigations concerning environmental and subsurface conditions, or for the existence of underground or surface containers of facilities which may

affect the use or development of this area.

COMPENSATION AND PAYMENT

For the Basic Services outlined above, MEAI shall be compensated in accordance with our Standard Conditions on the reverse side of the Contract Agreement as follows:

1.	Survey, design and plan preparation	
	Lump Sum	\$ 54,900.00
2.	Bidding	
	Lump Sum	\$ 2,600.00
3.	Construction Administration	
	Time and Materials (estimate).....	\$ 16,400.00
4.	Construction Observation	
	Time and Materials (estimate).....	\$ 35,700.00

ADDITIONAL SERVICES

MEAI will perform additional professional services as directed by the CLIENT on a standard time basis, with a 3.0 multiplier. If desired, MEAI will prepare supplemental agreements for additional services, with a quoted fee for a specific scope of services.

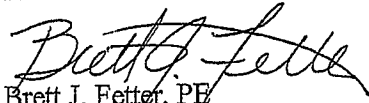
Additional services include, but are not limited to, easement or plat preparation, structural, mechanical and environmental engineering, and environmental assessments.

As always, we look forward to working with you on this Project. If you are in agreement with the above, please sign your acceptance on the enclosed Contract Agreement and return to our office.

If you have any questions or comments, please do not hesitate to contact us.

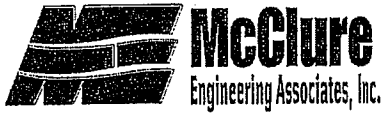
Sincerely,

McCLURE ENGINEERING ASSOCIATES, INC.



Brett J. Fetter, PE
Vice President – Division Manager

BJF:mmi



Project Number EM-01-
Project Name 23rd Ave Reconstruction

CONTRACT AGREEMENT

TO ENGAGE THE SERVICES OF McCLURE ENGINEERING ASSOCIATES, INC. AS A CONSULTANT, SURVEYOR, AND/OR ADVISOR.

This Contract, entered into on the _____ day of _____, 2008, between City of East Moline, hereinafter called "Client" and McClure Engineering Associates, Inc., hereinafter called "MEAI," is as follows:

The Client and MEAI, for mutual consideration hereinafter set forth, agree as follows:

A. MEAI agrees to perform certain services for the Client as follows: _____
See letter dated 9/30/08

Project Location: East Moline, IL
Estimated completion date of services: November 2009

B. Client agrees to pay MEAI as compensation for these services as follows:

- Time and Materials \$ 52,100.00 (estimate)
- Lump Sum of \$ 57,500.00
- Other: _____
- Retainer of \$ _____

Invoices to be submitted:
 Monthly
 Upon Completion of Services
 Other _____

Terms of Payment:
Net due 10 days

Invoices will be submitted to:
Client's name and address:

City of East Moline Attn: Mr. Tim Kammler
1200 13th Avenue
East Moline, IL 61244

E-mail: tkammler@eastmoline.com Phone No. 309-752-1595
Fax No. 309 752-0634

Also refer to reverse side under "TERMS OF PAYMENT" and "LIMITATION OF LIABILITY."

- C. Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Contract.
- D. Services will be scheduled upon receipt of the signed "MEAI Copy." Please retain "Client Copy" of this Contract for your records. By signing below, each of the parties affirm that they have read and understand the terms and conditions of this Contract as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

ACCEPTED

McCLURE ENGINEERING ASSOCIATES, INC.

By: _____

By: Brett J. Fetter Larry Johnson
Brett J/Fetter Larry Johnson

Printed name: _____
Client/Title

Title: Vice President/Div. Manager CEO

Date: _____

Date: 9/30/08 9-30-08
Subject to acceptance within 30 days

WHITE - MEAI COPY/ACCOUNTING

YELLOW - CLIENT COPY

PINK - MEAI COPY/DIVISION