

City of East Moline Committee of the Whole

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

DATE: [Monday, February 1, 2010](#)

TIME: [“Immediately Following the
Regular Council Meeting”](#)

1	Order of Abandonment - 2021 1 st Avenue	Butch Motzer
2	CIP 2010-2011	Tim Kammler
3	23 rd Avenue Plans	Tim Kammler
4	23 rd Avenue Staking issue	Tim Kammler
5	Water Review Committee/Accounting Policy Ordinance	Jim Hughes

**CITY OF EAST MOLINE
STREET & UTILITY CAPITAL IMPROVEMENT PLAN**

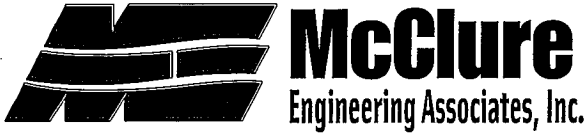
FY 2010-2011

DRAFT

FY 2010-2011	MFT	NHR	WATER	SEWER	DRAINAGE	Other	TOTAL	Notes
Est. CIP Fund balance (05/01/10 Capital Reserves or remaining bal)	\$372,141	\$501,403	\$1,170,000	\$720,000	\$400,000		\$3,163,544	
Est. CIP Revenue Forecast (05/01/10-04/30/11)	\$560,000	\$396,000	\$0	\$750,000	\$220,000	\$823,631	\$2,749,631	
Less Existing Obligations (05/01/10-04/30/11)	(\$282,840)						(\$282,840)	MFT Bond Payments
Totals	\$649,301	\$897,403	\$1,170,000	\$1,470,000	\$620,000	\$823,631	\$5,630,335	
COMBINATION IMPROVEMENT PROJECTS								
23rd Avenue (Archer Dr. - 19th St.)		\$100,000	\$385,000	\$385,000	\$100,000		\$970,000	Water, Sewer, Storm, Street
Hillcrest Area - Phase 2		\$60,000	\$250,000	\$250,000			\$560,000	Water, Sewer, Storm, Street
6th Street (21st-22nd Avenue)								
21st Avenue (5th-6th Street)								
22nd Avenue (5th-6th Street)								
							\$1,530,000	
STREET PRESERVATION & RESURFACING								
Collector Overlay Program								
12th Avenue (7th Street - 13th Street)	\$90,000					\$473,631	\$563,631	Federal ARRA Project, MFT \$ to suppl
38th Avenue (7th St. - Archer Dr.)		\$55,000					\$55,000	3,500 SY Overlay, Agg Shldr
Avenue of the Cities Frontage Rd.(t.b.d.)						\$300,000	\$300,000	IDOT Project - No Local Funds
Residential Sealcoating/Microsurfacing/Overlay Program								
Specific Streets T.B.D.		\$300,000					\$300,000	
Pavement Patching	\$120,000						\$120,000	MFT
Pavement Markings						\$55,000	\$55,000	Maintenance Services Budget
Joint/Crack Sealing						\$55,000	\$55,000	Maintenance Services Budget
							\$1,448,631	
UTILITY REHABILITATION / REPLACEMENT								
Sewer Slip Lining Program				\$105,000			\$105,000	2900 LF @ \$36/LF
40th St. Forcemain Extension				\$15,000			\$15,000	
Sewer Manhole Replacement								
Replace Lamp Hole w/ Manhole (3891-3925 - 1st St.)				\$9,000			\$9,000	
Replace Lamp Hole w/ Manhole (9th Ave & 19th St.)				\$9,000			\$9,000	
Replace Manholes 24th-25th Ave Alley (btw Morton & 8th Ave)				\$18,000			\$18,000	
Replace Manholes 25th-26th Ave Alley (btw Morton & 8th Ave)				\$18,000			\$18,000	
I-80 / I-88 Sewer Extension				\$56,000			\$56,000	Survey + Lift Station Design Only
Babcock Water Main Extension (CDAP Grant Project)			\$440,000			\$350,000	\$790,000	CDAP:\$350k, Res:\$360k, City:\$80k (+)
							\$1,020,000	
DRAINAGE IMPROVEMENTS								
Drainage / Stormwater Improvement Program								
13th Avenue Storm Sewer Replacement (Street Flooding Issue)					\$50,000		\$50,000	Stormwater Cap. Imp.
18th Avenue Toe Drain (6th St. - 7th St.)					\$25,000		\$25,000	Stormwater Cap. Imp.
Ravine Erosion Control Improvements					\$0		\$0	Complete 2009 FEMA wk
Ditch Dredging/Re-Shaping Program								
Babcock Area Ditch Re-Grading					\$50,000	\$25,000	\$75,000	Partial M.S. Budget Assistance?
							\$150,000	
NEW CONSTRUCTION								
New VAC-Con Truck				\$100,000			\$100,000	Partial Funding of VAC-CON by Sewer
							\$100,000	
SIDEWALK PROGRAM								
11th Street (42nd-46th Ave), One side only	\$80,000						\$80,000	2,500' +/-
27th Street (Morton Dr. - 4th Ave.)	\$50,000						\$50,000	1,500' +/-
							\$130,000	
CONTINGENCY BUDGET								
Revenue Shortfalls / Unanticipated Expenses / Emergency Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000		\$125,000	
2009 TOTAL PROJECTED EXPENSE BY FUND								
	\$365,000	\$540,000	\$1,100,000	\$990,000	\$250,000	\$1,258,631	\$4,503,631	
Projected Fund Balance / CIP Reserves (04/30/11)	\$309,301	\$357,403	\$70,000	\$480,000	\$370,000			
	(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. \$33,000/mo. To avoid deficit spending, a min. of \$165,000 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.



January 22, 2010

Mr. Timothy D. Kammler, P.E.
City of East Moline
1200 13th Avenue
East Moline, IL 61244

**SUBJECT: Proposal for Professional Services – Inspection and Testing Services
23rd Avenue Roadway Improvements – EM Job # 01-003-2009
East Moline, Illinois**

Dear Mr. Kammler:

In accordance with our conversation and 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 (CLIENT) desires MEAI to provide professional engineering services relating to the administration, observation and testing of the 23rd Avenue Roadway Improvements Project in the City of East Moline during 2010.

BASIC SERVICES

MEAI personnel will act on behalf of the City in performing services as requested to verify construction of the project improvements in conformance with City plans, specifications, standards and interpretations by City staff.

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 Standard Contract Agreement:

I. BASIS OF FEE DETERMINATION:

- Twenty-Four weeks of Full-time Technician III.
- Inspection vehicle mileage.

ENGINEERING FEES

The Engineering Fee for the above basic services will be on a lump sum basis in accordance with our General Conditions on the reverse side of the contract agreement, as follows:

1.	Basic Services:		
	Technician III	960 hours @ \$80/hr.	\$76,800.00
	Mileage	1,200 miles @ \$0.75/mi.	\$ 900.00
	City of East Moline 5% Discount		<u>(\$ 3,885.00)</u>
	Time and Materials (Not to Exceed):		\$73,815.00

January 22, 2010

**Proposal for Professional Services – Inspection and Testing Services
23rd Avenue Roadway Improvements Project – EM Job # 08-034-2007
East Moline, Illinois**

Page 2 of 2

TIME SCHEDULE

The time schedule is based upon project schedules and is to be completed no later than October 1, 2010. The project is expected to commence on or about April 5, 2010.

RESPONSIBILITIES OF CLIENT

The CLIENT shall:

- Provide full information regarding its requirements for the Project.
- Designate authorized representatives to act on its behalf with respect to the Project.
- Provide direction as necessary with regard to the plan document.

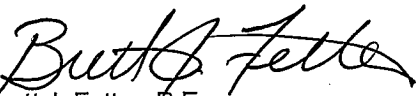
ADDITIONAL SERVICES

MEAI will perform additional professional services as directed by the CLIENT on a standard time basis using the above listed standard hourly rate and fee schedule. If desired, MEAI will prepare supplemental agreements for additional services, with a quoted fee for a specific scope of services.

We look forward to working with you on this project. If you have any questions or need additional information, please call us at (309) 792-9350.

Sincerely,

McCLURE ENGINEERING ASSOCIATES, INC.


Brett J. Fetter, P.E.
Vice President – Division Manager


Scott A. Stephenson, P.E.
Project Manger

Att.(1): Standard Contract Agreement
2010 Hourly Rate Schedule

01-22-10 East Moline 23rd Avenue Inspection Services Proposal



Project Number EM-01-06-10-
Project Name 23rd Avenue Inspection

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 _____, 2010, 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: Provide services as detailed in attached proposal dated January 22, 2010.

Project Location: East Moline, IL
Estimated completion date of services: October 2010

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

- Time and Materials \$ 73,815.00 (estimate)
- Lump Sum of \$ _____
- Other: _____
- Retainer of \$ _____

Invoices to be submitted:

- Monthly
- Upon Completion of Services
- Other _____

Terms of Payment:

Net due 30 days

Invoices will be submitted to:

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

E-mail: _____ Phone No. 309-752-1536
Fax No. 309-755-5063

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

Printed name: _____
Client/Title

Title: Vice President/Div. Manager CEO

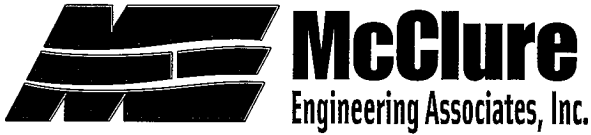
Date: _____

Date: 1/22/10 1-22-10
Subject to acceptance within 30 days

WHITE - MEAI COPY/ACCOUNTING

YELLOW - CLIENT COPY

PINK - MEAI COPY/DIVISION



January 25, 2010

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

SUBJECT: Proposal for Professional Services
23rd Avenue Construction Layout
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 reconstruction of 23rd Avenue from its intersections of 13th Street (Archer Drive) to 19th Street.

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. CONSTRUCTION LAYOUT:

- Recover horizontal and vertical control. Establish local, accessory control.
- Layout extents of demolition of pavements, for saw-cuts at side street intersections (extending to the end of radius as noted on plans) and utility replacements.
- One time staking of water main and fire hydrants. Stakes will be placed at 50-ft intervals. Grades will be calculated for fire hydrants, but not for centerline of watermain.
- One time staking for storm sewer structures and piping, providing cut-sheets.
- One time staking of rough grade for subgrade centerline at 100-ft. intervals.
- One-time staking of final grade for pavement centerline at 50-ft. intervals.
- One time setting of final grades for back of curb, at 50-ft. intervals for pavements per construction plans, with additional staking for vertical curves and curb radii at intersections; cut-sheets will be provided for subgrade, curbing and final surface.

SURVEYING / ENGINEERING FEES

The Engineering Fee for the above basic services will be as follows:

- CONSTRUCTION LAYOUT Time & Materials, Estimated Fee: \$8,000

The following is Not Included

- Does not include removal limits for driveways and sidewalks.
- Does not include pavement marking.
- Does not include "as-built" measurements or plans.
- Bond/Insurance share, prevailing wage reports (not required for Professional Sub-Contractors), barricades & traffic control.
- Becoming signatory to a collective bargaining agreement to which we are not otherwise a party.

CLIENT / CONTRACTOR RESPONSIBILITIES

The Client / Contractor shall:

- Insure the control points are not removed or destroyed, prior to being confirmed and referenced.
- Provide 48-hour notice for construction staking.
- Provide a contact person for scheduling and if necessary sign daily log sheets.
- Provide full information regarding any changes to the project.

ADDITIONAL SERVICES

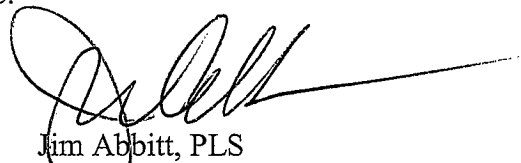
MEAI will perform any re-staking or additional Professional Services as directed by the Client on a time and materials basis with a 3.0 multiplier. If desired, MEAI will prepare supplemental agreements for additional services with a quoted fee for a specific scope of services.

We look forward to working with you on this project. If you have any questions or need additional information, please call us at (309) 792-9350.

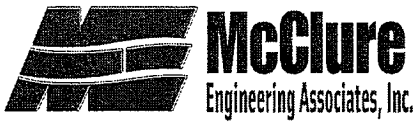
Sincerely,
McCLURE ENGINEERING ASSOCIATES, INC.



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



Jim Abbitt, PLS
Quad City Division Survey Manager



Project Number EM-01-06-10-

Project Name 23rd Avenue Staking

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 JANUARY, 2010, 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 JANUARY 25, 2009

Project Location: 23RD AVENUE, FROM 13TH STREET TO 19TH STREET

Estimated completion date of services: see letter dated January 25, 2010

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

Time and Materials \$ 8,000 (estimate)

Lump Sum of \$ _____

Other: _____

Retainer of \$ _____

Invoices to be submitted:

Monthly

Upon Completion of Services

Other _____

Terms of Payment:

Net due 30 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, P.E.

Printed name: _____

Title: Vice-President / Division Manager

Client/Title

Date: _____

Date: 1/25/10

Subject to acceptance within 30 days

WHITE - MEAI COPY/ACCOUNTING

YELLOW - CLIENT COPY

PINK - MEAI COPY/DIVISION

WATER REVIEW COMMITTEE FORMATION
And
POLICIES OF THE COMMITTEE

The formation of this committee should be formed by ordinance. The make-up of the committee varies by municipality. Some use a sub- committee of the City Council. Other use a committee made up of City staff.

City Staff Option

This Committee would be made up by the City Administrator, Director of Maintenance Services and the Director of Water and Wastewater Facilities. I think the Director of Finance should not be a voting member of the Committee. The resident already has an issue with the Director of Finance and having that position on the Committee may make the resident feel that they are not being given a “fair shake.” The Director of Finance would present the City’s side and the resident would present their side and make a decision.

If the resident still feels they are being treated unfairly they can appear before the City Council at the next step under the Mayor’s Presentation.

Under this Committee form it would be easier to set a time more convenient for the resident.

Water Review Committee

Maintain in present form. If we maintain this present form I think the meeting times should be established as a regularly scheduled monthly meeting so the Aldermen can set their schedules. A disadvantage of this Committee is trying to schedule a time when Aldermen are available. In the past there have been Aldermen with jobs, or they are just out of town. I always tried to have the two Aldermen there so the resident felt like they were getting their representation.

POLICIES AND AUTHORITY

These Policies would be made a part of our Accounting Handbook and would be approved by Resolution of the City Council as was our Original Accounting Policy Handbook a couple of years ago.

1. Water Review Committee can only resolve issues up to a maximum amount of \$2,000 (not including any penalties). Any request exceeding the amount would need City Council approval.
2. The Director of Finance can resolve any issue up to \$750 (not including penalties).
3. Adjustment for leaks can still be written off within the limitations as outlined above.
4. Landlords are held responsible for any delinquent amounts that are remaining on their properties. A separate bill will be mailed to the landlord at the landlord’s request.

5. Adjustments are allowed for unused minimums. Note – this is when a resident may be bill a 3 one month but only a 1 (which is one less than the minimum) the next month.

COLLECTION PROCESS

NON RENTAL PROPERTIES

1. Bills will be delivered to each resident as close to the 1st of the month as possible.
2. Each utility customer will be allowed to pay by cash, check, credit card or purchase card.
3. A red tag will be delivered to the property when the utility bill is more than 40 days past due.
4. A hold can be given to any customer who requests and agrees to a payment schedule for the past due amount, prior to the issuance of a shut off order.
5. If the customer has not responded to a Red Tag notice the water can be turned off 3 days later.
6. Once the past due amount is greater than \$400 or past due more than 90 days a lien should be filed on the property.
7. After the water is turned off the water maybe turned on the next day at the delinquent property after the account is made current.

RENTAL PROPERTIES

1. Rental property will be kept in the property owner's name.
2. Bills will be delivered to each resident as close to the 1st of the month as possible.
3. A bill will also be mailed to the Landlord upon request.
4. Each utility customer will be allowed to pay by cash, check, credit card or purchase card.
5. A red tag will be delivered to the property when the utility bill is more than 40 days past due.
6. A hold can be given to any customer who requests and agrees to a payment schedule for the past due amount.
7. If the customer has not responded to a Red Tag notice the account will be presented to the City Attorney for advise on collection.
8. One the past due amount is greater than \$400 or past due more than 90 days a lien should be filed on the property.
9. After the water is turned off the water maybe turned on the next day at the delinquent property after the account is made current.