CITY OF MORRISON COUNCIL MEETING
Whiteside County Board Room, 400 N. Cherry St., Morrison, IL
October 28, 2013 ♦ 7 p.m.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

V. REPORT OF CITY OFFICERS

VI. REPORT OF DEPARTMENT HEADS

VII. CONSENT AGENDA (FOR ACTION)
   1. October 15, 2013 Regular Session Council Meeting Minutes (pg 1-2)
   2. Bills Payable (pg 3-7)
   3. 2014 Holiday Schedule (pg 8)
   4. 2014 Regularly Scheduled Meetings Schedule (pg 9)

VIII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)

IX. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
   1. Approval of Resolution #13-11 – Improvement by Municipality Under the Illinois Highway Code (Tech Drive) (pg 10)
   2. Approval of Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds (Tech Drive) (pg 11-15)
   3. Award of Tech Drive Construction Contract to Fischer Excavating (pg 16-17)

X. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
   1. Residential Vehicles on Local Streets – Committee Report
   2. Review Information from Fehr-Graham & Baxter & Woodman Regarding Amendments Necessitated by Relocating Wastewater Treatment Plant from Waterworks Site to New Location. Review and Submit Questions Prior to Next Meeting when Approval will be Required.

XI. EXECUTIVE SESSION
   1. Pursuant to 5 ILCS 120/2 (c)(5) and 120/2(c)(6) closed session for the purpose of discussing purchase or lease of real property for the use of the public body and consideration of the setting of a price for sale or lease of property owned by the public body
   2. No action as a result of Executive Session

XII. ADJOURNMENT
The Morrison City Council met in Regular Session on October 15, 2013 at 7:00 p.m. in the Odell Library Community Room, 307 South Madison Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie T. Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Curt Bender, Marti Wood, Dave Helms and Scott Connelly. Alderman Harvey Zuidema and Leo Sullivan were excused.

Other City Officials present included City Attorney Tim Zollinger, City Administrator Barry Dykhuizen, Chief of Police Brian Melton, Director of Public Services Gary Tresenriter, City Engineer Noah Carmichael and City Treasurer Evan Haag.

Mayor Pannier opened the meeting to public comment. The public commented on the following topics: parking tickets and no parking signage; boil orders and informing the public; and recreational vehicles on city streets.

Mayor Pannier introduced City Administrator Barry Dykhuizen and stated that he will accept questions and photo ops after the meeting.

Director/AA Tresenriter provided his report:
1) The water tower will be filled early next week. Bacteriological samples will be taken sometime thereafter.
2) Smoke testing was performed in the downtown area recently. Several businesses/areas were noted to have smoke coming from storm sewers, roof drains and catch basins. Letters were sent to these businesses informing them of such and requesting they abate the situation. Over the next several years, residential door-to-door inspections will occur.
3) Water leaks still persist. With a total of 56 since June 2013. Areas that have been repaired will be patched soon.

Mayor Pannier presented his report:
1) He recently attended the Morrison Business Advisory Group meeting.
2) The Morrison Area Development Corporation recently met at Exelon regarding emergency preparedness.
3) Mayor Pannier has also been busy preparing for the arrival of CA Dykhuizen.

Alderman Eizenga moved to approve the Consent Agenda, which consisted of the following: September 23, 2013 Regular Session Council Meeting Minutes (as amended); Bills Payable; September 2013 Treasurers Report; Request for Change Order – Maxcor – Water Tower Rehabilitation; Request for Final Change Order – DJ Sickley – Well #5 Well House; Request for Final Payment – DJ Sickley – Well #5 Well House for $82,057.90; Request for Change Order – Law Excavating – Rockwood Recreational Trail; Move the following line items from MFT Fund to General Fund/Street Department: 15-00-8270 (Market Street Parking Lot Engineering), 15-00-8271 (Market Street Parking Lot Construction), 15-00-8275 (Rockwood Recreational Trail Engineering), 15-00-8276 (Rockwood Recreational Trail Construction); Create Revenue Line Items for Market Street Parking Lot; Create Revenue Line Items for Rockwood Recreational Trail Project; Create Line Items in Revolving Loan Fund for Principal and Interest Payments for Bradley Yaklich (Vision
Source); Move Rockwood Trail $6,000 County Donation from Misc. Revenue to New Trail Revenue Line Item; Set Trick-or-Treat: October 31, 2013 from 4pm-7pm; Request for Street Closure – Chamber of Commerce – Christmas Walk & Parade; Request for Parade Permit – Chamber of Commerce – Christmas Walk Parade, seconded by Alderman Blean. On a roll call vote of 6 ayes (Blean, Bender, Wood, Helms, Connelly, Eizenga) and 0 nays, the motion carried.

Agenda Action Items:
1) Alderman Helms moved to adopt Ordinance #13-42 – Increasing the Sewer & Water Rates to Pay for Sanitary Sewer Improvements & a New Wastewater Treatment Plant, seconded by Alderman Bender. On a roll call vote of 6 ayes (Bender, Wood, Helms, Connelly, Eizenga, Blean) and 0 nays, the motion carried.
2) Alderman Wood moved to authorize the Mayor to Sign a Settlement Agreement and Mutual Release between the City of Morrison, DJ Sickley Construction Company and Baxter & Woodman Inc. for Well #5 Well House, seconded by Alderman Connelly. On a roll call vote of 6 ayes (Wood, Helms, Connelly, Eizenga, Blean, Bender) and 0 nays, the motion carried.
3) Alderman Wood moved to approve Resolution #13-10 – Authorizing Mayor and City Council to Apply for a Proposed Text Amendment to the Zoning Code to provide for the planned waste water treatment facility to be a permitted use within the I-1 Office and Light Industrial District, seconded by Alderman Helms. On a roll call vote of 6 ayes (Helms, Connelly, Eizenga, Blean, Bender, Wood) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:
1) Mayor Pannier informed the council that the due diligence study related to the Wilkens Property is completed and the city can now pursue the purchasing phase of the property.
2) Mayor Pannier asked the council if they wish to pursue the use of recreational vehicles on city streets. After some expressed concerns over the matter and some expressed desires to gather more information, Mayor Pannier placed Alderman Helms, Chief Melton, CA Dykhuizen and John Kuehl on a voluntary committee to investigate the issue.
3) The current sign ordinance will be moved to the Zoning Ordinance and will be visited by the council at the next meeting.
4) The change notice approval process was visited again. Mayor Pannier is looking for a way to informally approve change orders so as not to lose contractor time and to be able to continue to move forward with the project. Mayor Pannier will work with Attorney Zollinger and asked that council relay their thoughts to the Mayor.

Being no further business, Alderman Blean moved to adjourn the meeting, seconded by Alderman Eizenga. On a voice vote, the motion carried.

Mayor Pannier adjourned the meeting at 8:01 p.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk
Memo

To: Mayor and Council
From: Melanie Schroeder, City Clerk
Date: 10/24/2013
Re: Bills Payable

The Bills Payable lists are in the amount of $98,103.23.

Council Members having questions regarding bills should contact Mayor Pannier or CA Dykhuizen via phone, email or personal visit prior to the meeting.
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**TRANSACTION DESCRIPTION**

From CHECK # 47831 TO CHECK # 47867

**COPY OF DIXON WATER DEPARTMENT INVOICES**

**SERIES 2010 A17 REV 1**

**COMPANY INFORMATION**

**PHONE**

**E-mail**

**ADDRESS**

**DATE**

**SIGNATURE**

**MORISON**

**CITY OF MORISON**
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CITY OF MORRISON
2014 REGULARLY-SCHEDULED
MEETING SCHEDULE

COUNCIL MEETINGS*

Monday, January 13
Monday, February 10
Monday, March 10
Monday, April 14
Monday, May 12
Monday, June 9
Monday, July 14
Monday, August 11
Monday, September 8
**Tuesday, October 14**
Monday, November 10
Monday, December 8

Monday, January 27
Monday, February 24
Monday, March 24
Monday, April 28
**Tuesday, May 27**
Monday, June 23
Monday, July 28
Monday, August 25
Monday, September 22
Monday, October 27
Monday, November 24
Monday, December 22

*Council Meetings: 2nd and 4th Mondays of every month at 7 p.m.
and are held at the Whiteside County Board Room, 400 N. Cherry St,
unless otherwise specified.

The following meetings are held in the Lower Level Conference Room
at City Hall, 200 W. Main St, unless otherwise specified.

PLANNING/ZONING BOARD:
Last WEDNESDAY of each month at 5:30 p.m.

HISTORIC PRESERVATION COMMISSION:
1st TUESDAY of each month at 5 p.m.

The following meeting is held at Dunlap Lodge, 227 E. Main Street
MORRISON BUSINESS ADVISORY GROUP
1st THURSDAY of each month at 8 a.m.
BE IT RESOLVED, by the City Council of the City of Morrison, Illinois, that the following described street(s) be improved under the Illinois Highway Code:

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<th>Route</th>
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<th>To</th>
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<td>Tech Drive</td>
<td>Illinois Route 78</td>
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BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Total reconstruction including pavement removal, aggregate base course, hot-mix asphalt, surface and binder courses, combination concrete curb and gutter, seeding and related appurtenances.


and shall be constructed ___________ wide

and be designated as Section 13-00035-00-RS

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of One hundred forty-five thousand and 00/100—_________ dollars ($145,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

I, Melanie Schroeder, Clerk in and for the City of Morrison, County of Whiteside, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on October 28, 2013, Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of ________________

(SEAL)

City, Town, or Village Clerk
THIS AGREEMENT is made and entered into this 28th day of October, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer  
Deputy Director Division of Highways, Regional Engineer, Department of Transportation

Resident Construction Supervisor  
Authorized representative of the LA in immediate charge of the engineering details of the PROJECT

Contractor  
Company or Companies to which the construction contract was awarded

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<td>Name Tech Drive       Route Length .0568 miles Structure No. N/A</td>
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Termini  
IL Route 78 to 300 Feet West

Description  
Perform construction engineering services for the reconstruction of Tech Drive

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE: Four copies to be submitted to the Regional Engineer

g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. Furnish or cause to be furnished:

   (1) Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

   (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the “Manual of Instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

   (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

   (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

   (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. Furnish or cause to be furnished

   (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

       a. Continuous observation of the work and the contractor’s operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

       b. Establishment and setting of lines and grades.

       c. Maintain a daily record of the contractor’s activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

       d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

       e. Revision of contract drawings to reflect as built conditions.

       f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER’s assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project Inspectors shall possess valid Documentation of Contract Quantities certification.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.

4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _________ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

      Schedule for Percentages Based on Awarded Contract Cost

      | Awarded Cost | Percentage Fees |
      |--------------|-----------------|
      | Under $50,000 | (see note)      |
      |              | %               |
      |              | %               |
      |              | %               |

      Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. *Cost to ENGINEER* to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2013. In event the services of the ENGINEER extend beyond 1/1/2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.

b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.

c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.

d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 10% percent incurred up to the time he is notified in writing of such abandonment. "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 10% percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is mutually agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the
ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Morrison __________________________________________ of the
{Municipality/Township/County)

State of Illinois, acting by and through its

City Council ____________________________________________

By ____________________________________________________

Title: Mayor

ATTEST:

City Clerk ____________________________________________

(Seal)

Executed by the ENGINEER:

Fehr Graham

515 Lincoln Highway

Rochelle, IL 61068

Title: Branch Manager

By ____________________________ /Brenda Metzger

Title: Project Administrator

Approved

__________________________

Date

Department of Transportation

__________________________

Regional Engineer

Printed 10/25/2013                  Page 5 of 5
BLR 05512 (Rev. 01/10/12)
October 23, 2013

Honorable Mayor Everett Pannier
City of Morrison
200 West Main Street
Morrison, Illinois 61270

Re: Tech Drive
   Section 13-00035-00-RS
   Bid Summary and Award

Dear Mayor Pannier,

Proposals for the Tech Drive road reconstruction project were received and opened on October 22, 2013 at 10:00 a.m. in the conference room at Morrison City Hall. Four proposals were received.

All proposals were submitted with the required bid security. The proposals were reviewed for completeness and the total bid from each proposal was read aloud. A tabulation of all bids and a check of the unit prices and totals were later verified in our office. No irregularities or miscalculations were found.

Four proposals were received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandt Construction Company</td>
<td>$184,446.50</td>
</tr>
<tr>
<td>Civil Constructors, Inc.</td>
<td>$142,414.70</td>
</tr>
<tr>
<td>Martin &amp; Company Excavating</td>
<td>$140,469.58</td>
</tr>
<tr>
<td>Fischer Excavating, Inc.</td>
<td>$119,991.15</td>
</tr>
</tbody>
</table>

We recommend that the City award this contract to Fischer Excavating Inc., 1567 N. Heine Road, Freeport, Illinois 61032 for their total low bid of $119,991.15.

A Bid Tabulation is attached for your review. Please contact our office if you have any questions or need any additional information in regard to this recommendation.

Sincerely,

[Signature]

Shawn L. Ortgiesen, PE
Project Manager

SLO:rfs

O:\Morrison, City of\13-761\Final\Correspondence\SLO_13-761_Morrison_Tech Drive_Award Recommend_10-23-13.docx

cc: Barry Dykhuizen, City Administrator
    Gary Tresenriter, Director of Public Works
    Melanie Schroeder, City Clerk