



**REGULAR COUNCIL MEETING MONDAY, OCTOBER 24, 2011
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Rescheduled Council Meeting of October 11, 2011. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Building and Inspections Departments August and September Reports, Traffic Safety Committee Minutes October 7, 2011, Tazewell County Animal Control September Report, Mayor's Advisory Committee for People with Disabilities Minutes dated April 14, 2011 and June 9, 2011 .		5
7.2 Receive and File Bids for Petri Lane Sewer Extension opened October 13, 2011 at 2:00 p.m.		3
7.3 Receive and File Pekin Planning Commission Minutes Dated October 12, 2011		5
7.4 Receive and File Pekin Planning Commission Hearing and Recommendation: a. #11-1839 – Approval of the Special Use request from Todd S. Marquardt for Loft Living at 17 S. 2 nd Street in a B-3.		5
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

9.0 NEW BUSINESS			
9.1 Bid for Petri Lane Sanitary Sewer Extension		MG	3
DESCRIPTION: Bids received to extend existing sanitary sewer in Sun Valley to provide future service to proposed alignment of Petri Lane extension. The expenditure is not budgeted but provided for future savings prior to constructing Petri Lane. ACTION: Motion to approve the low bid in the amount of \$ 292,755 and award the contract to Stark Excavating, Inc. VOTE REQUIRED			
9.2 Special Use Loft Living 17 South 2nd Street		RS	4
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for Loft Living in a B-3 for a single dwelling unit upstairs of property owned by Todd S. Marquardt. ACTION: Motion to approve the Special Use. VOTE REQUIRED			
9.3 TIF Façade Program grant for The Trophy House & Engraved Gifts		LM	4
DESCRIPTION: Recommendation of the Main Street Design Committee to approve the eligible amount under the guidelines for replacement of windows, door and addition of awnings for property owned by Mike and Jill Gambetti at 403 S. 8th Street ACTION: Motion to approve the expenditure in the amount of \$4,277.41 of the \$7,554.82 project upon satisfactory completion. VOTE REQUIRED			
9.4 Change Order 6 Wastewater Treatment Plant Upgrade Project Phase I		JW	3
DESCRIPTION: Funding for additional work required to make changes to piping, electrical and control changes due to changes necessary to keep the existing system running. Expense covered in the project contingency amount. ACTION: Motion to approve Change Order #6 in the amount of \$74,482. VOTE REQUIRED			
9.5 Ordinance No. 1462-A311 - Amend Title 8 of the City of Pekin Traffic Code Regarding Stop Signs and Through Streets South 18th Street and Saratoga Street		GN	2
DESCRIPTION: Recommendation of the Traffic Safety Committee to create 3 way stop at the intersection to address traffic concerns. The new stop will necessitate changing the designation of South 18th Street as a through street ending at Saratoga Street. ACTION: Motion to adopt the ordinance. VOTE REQUIRED			
9.6 Amend Farnsworth Group Agreement for Compost Facility		MG	4
DESCRIPTION: amends April 25, 2011 agreement for an additional amount to account for changes in the project scope to evaluate cost between City owned and operated facility verses contracting.			

ACTION: Motion to approve the amendment in the amount of \$36,302.12. VOTE REQUIRED			
9.7 IDOT Participation Agreement – Gas Line Upgrade DESCRIPTION: Approve the Local Agency Agreement for Federal Participation with IDOT to use funding for Veterans Drive to upgrade the existing natural gas pipe line. ACTION: Motion to approve the agreement in the amount of the City portion of \$260,600. VOTE REQUIRED		JW	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time			
11.0 EXECUTIVE SESSION			
12.0 ADJOURN NO VOTE REQUIRED			

Column 1 Key:

JW	City Manager Joseph Wuellner	M	Mayor Laurie Barra
GN	Police Chief Greg Nelson	MG	City Engineer Michael Guerra
LM	Economic Development Leigh Ann Matthews		

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
- 5 An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**PROCEEDINGS OF THE RESCHEDULED REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET**

ON TUESDAY, OCTOBER 11, 2011 AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA, MAYOR PRESIDING

**PRESENT: COUNCIL MEMBERS, MCCABE, ABEL, BLANCHARD, SCHMIDGALL.
HENDRICKS, MASSAGLIA, AND BARRA**

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor Barra.

Roll was called and all Council Members were physically present. A quorum was present.

AGENDA

Motion by Council Member McCabe, seconded by Council Member Hendricks that **the agenda be approved as presented**. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member McCabe, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of Monday, September 26, 2011 and the Special Work Session Meeting of September 27, 2011, be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Blanchard, seconded by Council Member Massaglia, that the **CONSENT AGENDA be approved as presented**. Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Proclamation: International Alpha Delta Kappa Month October 2011.		
7.2 Resolution No. 17-11/12 – Appointment of five member Board of Appeals International Fire Code.		
7.3 Receive and File Tazewell Health Department County Grant for approved recycling collection program in the amount of \$67,000.		

On roll call vote all present voted Aye.

NEW BUSINESS

RESOLUTION NO. 16-11/12

FINAL PLAT DEERFIELD ESTATES SECTION 6B SUBDIVISION

Motion by Council Member Blanchard, seconded by Council Member Massaglia that Resolution No. 16-11/12 be adopted. Code Enforcement Officer Ron Sieh recommended the approval of the final plat having 16 new single family residential lots with all required infrastructure and the beginning of a new alignment with Petri Lane in the subdivision south of Koch Street and east of South 5th Street. On roll call vote, all present voted Aye.

ORDINANCE NO. 2645-11/12

**AMENDING TITLE 4, CHAPTER 4C, ARTICLE C OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES**

Motion by Council Member Abel, seconded by Council Member Blanchard that Ordinance No. 2645-11/12 be adopted. Finance Director Angie Evans presented a proposal to the wastewater provisions to state the calculation used to average accounts with less than seven months usage between October and April. Council was informed the provision was mainly a housekeeping issue to define how new or part time residents' usage was determined. The average was based on an estimate of 2500 gallons usage per person, per household. She stated in cases where the water was shut off during winter, the resident would be charged the \$3.00 base. On roll call vote, all present voted Aye.

Motion by Council Member Massaglia, seconded by Council Member Hendricks that the **AMENDED AGREEMENT WITH MIDLAND DAVIS FOR PAYMENT OF RECYCLED MATERIALS**, be approved. City Manager Joe Wuellner advised the Council the City currently contracts with Midland Davis who accepts recycling and takes care of the McDonalds drop-off location. Council's approval would amend the agreement that the City pays the company per cubic yard of materials delivered to the City receiving payment of \$80 per ton for comingled paper, plastic, tin, and aluminum from our operation of home pick-up recyclables. Council questioned why the fee was paid in the past and discussed the advantages of residents using the red recycling bins. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the **AGREEMENT WITH PANHANDLE EASTERN PIPE LINE FOR RELOCATION OF THE GAS LINE AT SHERIDAN ROAD IN THE AMOUNT OF \$1,302,818.00** be approved. The City Manager next advised the Council of the agreement presented to relocate a 22" high pressure natural gas transmission line within Panhandle owned easement and right-of-way at Sheridan Road to make way for construction of Veterans Drive. The cost would be eligible for coverage under the project grant. Previously the Council approved the design portion of the agreement with Panhandle Eastern Pipe Line. On roll call vote, all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the **SUBORDINATION AGREEMENT TO HERGET BANK OF MORTGAGE EXECUTED BY FIRST ASSEMBLY OF GOD FOR THE FUSION TIF COMMERCIAL / UPPER HOUSING LOAN PROGRAM**, be approved. Economic Development Director Leigh Ann Matthews addressed the Council on the request to subordinate the City's first lien position to Herget Bank for the Fusion building, 335 Sabella Street, loan program. She advised that the First Assembly of God applied for \$150,000.00 loan at the bank to complete life safety and code compliant improvements they originally applied for in a recorded mortgage of \$48,447.00. Some Council Members expressed concern as to the original forgivable loan being made and tax exempt status for City's return on investment. Other Council Members spoke as to why the project should move forward. On roll call vote, Ayes, Abel, Schmidgall, Hendricks, Barra; Nays, Massaglia, Blanchard, McCabe. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Schmidgall read a prepared statement from last year in which he addressed the issue of the owners and supporters of the Place On Prince using Service Veterans to coerce the City into exempting the housing facility from building codes. He felt Mr. Greer was conspiring once again using the homeless as the leverage in not complying with fire code provisions.

Council Member Blanchard requested arrangements be made for the Council and owners of the properties in the 200 Block of Court Street being rehabilitated meet for a status update of the work completed.

Mayor Barra urged the residents of Pekin not to rake leafs in to the street to prevent sewer overflow and additional street department sweeping hours.

City Manager Joseph Wuellner updated the Council on the progress of construction of improvements at the Wastewater Treatment Plant. He advised the City received notice of the approval of the Illinois Environmental Protection Agency Phase II funding. Phase I was under roof and would be operational by January 1, 2012.

Dale Kuntz, 5 Fox Point, distributed his poem in reference to "cultural decade" on Court Street. He offered assistance in cleaning up unappealing weeds and rubbish on the main corridor of the City.

Roxy Greer, 601 Prince Street, questioned the Council on the fact that the homeless people staying at building at 601 Prince would be evacuated on Friday. Attorney Burt Dancey advised that the issue was in litigation and should not be discussed. Mrs. Greer stated she did not see value to extending Veterans Drive. She also requested to see the provisions of the Code in black and white that states a structure had to be brought up to code if there was a change in use.

Jim Walter, 601 Prince Street, stated there was need for safe housing in Pekin and volunteered to get needed work done on the structure at 601 Prince Street

Freeta Greer, 208 South Main Street Mackinaw, addressed the Council regarding 601 Prince Street.

Jason Cooper, 601, Prince, state he was living at Place on Prince while on parole and requested the Council to extend the deadline for compliance.

Brenda Morris, 601 Prince Street, pleaded for the Council to show compassion for the homeless living at 601 Prince Street.

Joetta Barber, 601 Prince Street, urged Council to vote to let the Greers stay at 601 Prince Street.

Angela Braun, 601 Prince Street, read from a prepared statement her request for Council not to take home away from the people living at 601 Prince.

Jamie Harold, 601 Prince Street, told of the Greer's supportive character and urged the Council to let residents of 601 Prince Street to remain a family.

Roger Greer, 601 Prince Street, distributed copies of provisions of the state fire code found on the Illinois Fire Marshal's web site. He read those provisions. He questioned what he felt was contradictory to the actions of the City in evacuating the structure that an existing use had to be brought up to code.

George Ohnemus, 1417 Willow Street, voiced his opinion that the Greers were using the homeless as a ploy. He felt the City and taxpayers had a liability issue if the people staying at the 601 Prince Street address remained.

EXECUTIVE SESSION

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that the Council move to Executive Session at 6:50 P.M. to discuss 65 ILCS 120/2 (c) (6). Sale of Municipally Owned Real Estate and 65 ILCS 120/2 (c.) (1) Personnel. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:35 P.M.

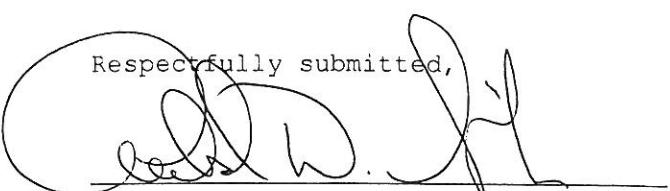
Sue E. McMillan
City Clerk

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
August '2011

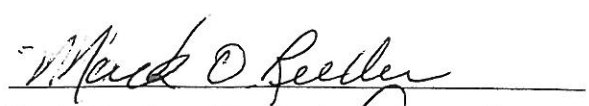
	PERMITS	VALUE	FEEES
BUILDING DEPT	40	\$ 1,784,705.00	\$ 5,579.00
ELECTRIC DEPT	21	\$ 13,950.00	\$ 1,271.00
HVAC DEPT	34	\$ 172,533.00	\$ 1,817.00
PLUMBING DEPT	36		\$ 1,080.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	17		\$ 980.00
SEWER TAP RES	3		\$ 4,800.00
SEWER TAP COMM			\$.00
DEPARTMENT TOTAL	153	\$1,971,188.00	\$ 15,567.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 125

Respectfully submitted,



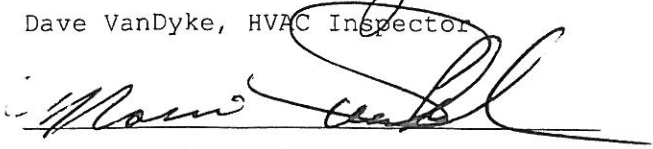
Ronald Sieh, Building Inspector



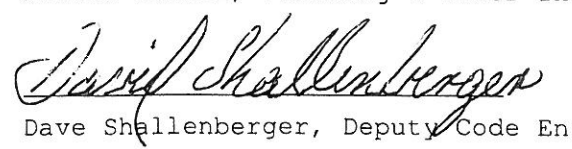
Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



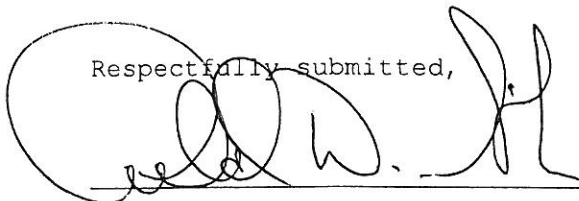
Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
September '2011

	PERMITS	VALUE	FEEES
BUILDING DEPT	44	\$ 1,806,324.00	\$ 6,672.00
ELECTRIC DEPT	20	\$ 1,500.00	\$ 1,264.00
HVAC DEPT	19	\$ 64,854.00	\$ 800.00
PLUMBING DEPT	26		\$ 605.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 120.00
SEWER PERMITS	3		\$ 165.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM			\$.00
DEPARTMENT TOTAL	116	\$1,872,678.00	\$ 12,826.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 83

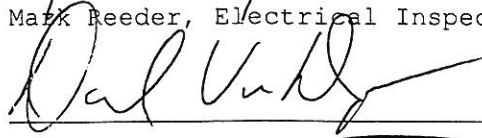
Respectfully submitted,



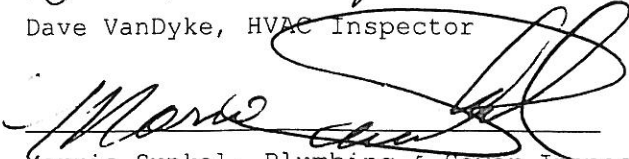
Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2011

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY									11.00	\$292,562	10.00	\$160,821					1.00	\$0	\$453,383	22.00
FEBRUARY	2.00	\$655,024	1.00	\$16,000					4.00	\$192,014	6.00	\$69,933	2.00	\$4,050	2.00	\$0	1.00	\$0	\$937,021	18.00
MARCH	2.00	\$470,132	2.00	\$15,396					15.00	\$417,237	18.00	\$189,066	16.00	\$23,264					\$1,115,095	53.00
APRIL	4.00	\$702,355	1.00	\$10,000			1.00	\$5,000,000	10.00	\$93,700	12.00	\$140,050	49.00	\$101,939	1.00	\$0	1.00	\$0	\$6,048,044	79.00
MAY	2.00	\$266,774	3.00	\$64,600					13.00	\$270,040	19.00	\$340,223	41.00	\$83,345			1.00	\$0	\$1,024,982	79.00
JUNE	2.00	\$454,897	6.00	\$63,700			2.00	\$325,800	11.00	\$847,143	15.00	\$55,913	38.00	\$98,458			3.00	\$0	\$1,845,911	77.00
TOTAL 6 MO.	12.00	\$1,409,261	11.00	\$89,996	0.00	\$0	3.00	\$5,000,000	62.00	\$1,873,336	58.00	\$830,240	146.00	\$206,548	3.00	\$0	7.00	\$0	\$10,097,414	310.00
JULY	1.00	\$162,930	5.00	\$72,260					6.00	\$155,000	16.00	\$259,422	18.00	\$18,642					\$668,254	46.00
AUGUST	3.00	\$788,266							7.00	\$830,095	15.00	\$82,500	15.00	\$83,844					\$1,784,705	40.00
SEPTEMBER	2.00	\$392,600							10.00	\$591,786	21.00	\$817,368	10.00	\$5,150	1.00	\$0			\$1,806,324	44.00
OCTOBER																			\$0	0.00
NOVEMBER																			\$0	0.00
DECEMBER																			\$0	0.00
TOTAL 6 MO.	6.00	\$1,343,196	5.00	\$72,260	0.00	\$0	0.00	\$0	23.00	\$1,576,881	52.00	\$1,159,310	43.00	\$107,636	1.00	\$0	0.00	\$0	\$4,259,183	130.00
YEAR	18	\$2,782,457	18.00	\$162,256	0.00	\$0	3.00	\$5,000,000	87.00	\$2,650,420	132.00	\$1,989,470	189.00	\$316,184	4.00	\$0	7.00	\$0	\$14,746,696	440.00

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 7, 2011 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Tim Gillespie, Will Taylor. Also present: Bill Scarcliff, Lee Ann Wrhel.

Old Business:

1. *Handicapped Parking Canvass*
This item will be discussed at the next meeting.

New Business:

1. *Speed Limit Signs – Deerfield Estates*
Marvin Spiczka, 817 Deerfield, 613-0435 attended the meeting requesting speed limit signs at each location where vehicles enter the subdivision from other roads. It was explained to him that 30 mph is the default speed limit for all residential areas in the state of Illinois. A lower speed limit would have to be approved through City Council. Will made a motion to do a speed spy study and step up patrol in the subdivision. The motion was seconded by Tim. All in favor.
2. *Traffic Concerns – 18th Street*
A speed spy study was conducted in this location. Of 503 vehicles in the study, 5 would have been stopped for speeding. Due to traffic safety concerns in this location, Joe made a motion to make a recommendation to City Council to make the intersection of Saratoga Avenue and S. 18th Street a 3-way stop. Kurt seconded the motion. All in favor.
3. *Parking Restrictions – Buena Vista*
St. Paul's Episcopal Church, 411 Washington Street is asking for consideration of a slight revision to the parking restriction on Buena Vista in the area of their church. They would like the parking restriction across from their church to be changed from 9:00 a.m. to 8:30 a.m. They stated that the busses have cleared by 8:30 a.m. and they have a service at 9:00 a.m. They have a number of older parishioners and it would be desirable for them to be able to park close to the church. Greg will contact District 108 about making this change. This item will be addressed at next month's meeting.

Around the Table

Greg clarified the law regarding altered speed limits. The statute reads as follows:

There are two types of speed zones – statutory and altered. The statutory speed zones are 55 MPH in rural areas and 30 MPH in urban areas. Cities may alter the speed zones on roadways by ordinance.

*Cities may not have more than 6 alterations of the speed limit per mile and the difference between adjacent **altered** speed zones shall not be more than 10 miles per hour. (625 ILCS 5/11-604(b))*

There was clarification that trailers have to be hooked to a vehicle to be legally parked on the street.

Will has been approached about the bushes at the McDonalds on lower Court Street obstructing the view for motorists pulling out onto Court Street. Joe will contact the owner about trimming the bushes in that location.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING NOVEMBER 4, 2011 @ 8:30 A.M.

Animal Counts Brought in by Wardens between September 1, 2011 and September 30, 2011

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	206 BRUNING TREE	9/13/2011	Other	RACCOON	E	0	111743
	Hoyland	City	101 HENRIETTA	9/17/2011	Cat	DSH	E	2	111782
	Hoyland	City	213 SUNNYRIDGE APT G	9/19/2011	Cat	DLH	E	9	111784
	Hoyland	City	1612 MATILDA	9/28/2011	Cat	SIAMESE	R	1	111859
	Vogel	City	1016 STATE	9/7/2011	Cat	DSH	REL	0	111701
	HARMS	City	1008 BUFF	9/7/2011	Dog	PIT	R	9	111700
	Vogel	City	517 CHARLOTTE	9/6/2011	Cat	DSH	E	10	111696
	Vogel	City	100 TAPS LANE	9/6/2011	Dog	SHEP MIX	E	8	111695
	Vogel	City	343 S 4TH	9/7/2011	Cat	DMH	E	2	111706
	Hoyland	City	1617 N 16TH	9/21/2011	Other	PIGEON	REL	6	111807
	Vogel	City	101 HARRIETT	9/7/2011	Cat	dsh	E	14	111707
	Hoyland	City	1415 CATHERINE	9/28/2011	Other	OPOSSUM	REL	0	111861
	Hoyland	City	1928 HOLLY HOCK	9/21/2011	Dog	CHI	E	2	111803
	Hoyland	City	1213 TIMBER LANE	9/1/2011	Other	RACCOON	E	0	111679
	HARMS	City	203 PARKWAY LANE	9/1/2011	Cat	DSH	E	1	111677
	HARMS	City	203 PARKWAY LANE	9/1/2011	Cat	DLH	E	1	111676
	HARMS	City	203 PARKWAY LANE	9/1/2011	Cat	DLH	E	1	111675
	Vogel	City	100 TAPS LANE	9/6/2011	Dog	SHEP	A	15	111964
	HARMS	City	SUNNYRIDGE APT	9/12/2011	Cat	DMH	D	14	111739
	Hoyland	City	1225 S CAPITAL	9/13/2011	Cat	DSH	E	8	111752
	Hoyland	City	1009 julian	9/14/2011	Cat	dsh	E	9	111751
	Hoyland	City	100 TAPS LANE	9/16/2011	Cat	DSH	E	7	111768
	Hoyland	City	1113 SUMMER	9/13/2011	Dog	PIT	R	2	111749
	Hoyland	City	1920 HIGHWOOD	9/13/2011	Cat	DSH	E	8	111746
	HARMS	City	203 PARKWAY LANE	9/1/2011	Cat	DLH	E	1	111674
	HARMS	City	221 MARGARET ST	9/12/2011	Cat	DSH	E	9	111740
	Hoyland	City	342 ANN ELIZA APT 6	9/30/2011	Cat	DSH			111878
	Hoyland	City	1216 CAROLINE	9/21/2011	Dog	PIT	E	2	111810
	Hoyland	City	1703 ST CLAIR	9/17/2011	Dog	LAB	R	2	111776
	Hoyland	City	PEKIN DOG PARK	9/23/2011	Dog	HUSKY	R	4	111826
	HARMS	City	204 lucinda	9/24/2011	Cat	DSH	E	9	111829
	Vogel	City	pekin park	9/10/2011	Cat	dsh	R	2	111729
	Hoyland	City	342 ANN ELIZA APT 6	9/30/2011	Cat	DSH			111879
	Hoyland	City	1703 ST CLAIR	9/17/2011	Dog	LAB	R	3	111777
	Hoyland	City	1410 S 13TH	9/17/2011	Dog	CHI	R	4	111779
	Vogel	City	101 harriett	9/7/2011	Cat	siamese mix	A	19	111708
	Hoyland	City	342 ANN ELIZA APT 6	9/30/2011	Dog	PIT			111877

Total Dogs picked up in Pekin: 11

Total Cats picked up in Pekin: 22

Total Others picked up in Pekin: 4

Animal Counts Brought in by Individuals between September 1, 2011 and September 30, 2011

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		1907 MARKET	9/19/2011	Dog	PIT	E	9	111783
Individual	County		1800 KARO	9/1/2011	Dog	PIT	E	8	111661
Individual	City		1340 S 7TH ST	9/27/2011	Cat	DLH			111855
Individual	City		1340 S 7TH ST	9/27/2011	Cat	DLH			111854
Individual	City		100 TAPS LANE	9/22/2011	Cat	DSH	E	8	111819
Individual	City		236 SAPP ST	9/19/2011	Cat	DSH	REL	3	111790
Individual	City		236 SAPP ST	9/19/2011	Cat	DSH	REL	3	111789
Owner R	City		2437 LAKESHORE #12	9/1/2011	Cat	DMH	E	6	111662
Individual	City		236 SAPP ST	9/19/2011	Cat	DSH	REL	3	111787
Owner R	City		1101 EL CAMINO DR #648	9/2/2011	Other	GUINEA PIG	E	7	111680
Individual	City		COURT ST	9/14/2011	Dog	JACK/RAT	REL	8	111755
Individual	City		327 CATHERINE	9/9/2011	Cat	DSH	E	10	111717
Individual	City		119 JANE	9/9/2011	Dog	BASSETT MIX	E	12	111716
Individual	City		1418 LORETTA	9/8/2011	Cat	DMH	REL	5	111711
Individual	City		1418 LORETTA	9/8/2011	Cat	DMH	E	8	111710
Individual	City		1228 HENRIETTA	9/2/2011	Dog	TERRIER MIX	REL	20	111689
Individual	City		236 SAPP ST	9/19/2011	Cat	DSH	REL	3	111788
Owner R	City		1023 HAMILTON	9/26/2011	Cat	SIAMESE	E	1	111847
Owner R	County		2841 ALLENTOWN	9/30/2011	Dog	STAFFORDSHIRE			111873
Owner R	City		1211 oak ridge ave	9/29/2011	Dog	beagle	E	1	111867
Owner R	City		1017 VIRGINIA ST	9/27/2011	Dog	SHAR PEI	E	1	111853
Owner R	City		815 N 3RD	9/27/2011	Cat	DSH			111852
Owner R	City		815 N 3RD	9/27/2011	Cat	DSH			111851
Owner R	City		815 N 3RD	9/27/2011	Cat	DSH			111850
Individual	City		3313 EDGEWATER DR	9/28/2011	Cat	DSH			111858
Owner R	City		1023 HAMILTON	9/26/2011	Cat	DSH	E	1	111848
Owner R	City		2841 ALLENTOWN	9/30/2011	Dog	STAFFORDSHIRE			111874
Owner R	City		1023 HAMILTON ST	9/26/2011	Cat	DSH	E	1	111846
Owner R	City		2601 BARTRUFF LANE	9/26/2011	Dog	ST BERNARD/PY	E	2	111843
Owner R	City		108 COTTAGE GROVE	9/20/2011	Dog	BEAGLE	E	1	111797
Owner R	City		1202 CHARLOTTE ST	9/19/2011	Dog	SHIHTZU	E	2	111793
Owner R	City		2801 ADDISON CT	9/9/2011	Cat	DSH	E	5	111726
Owner R	City		2028 WEST GATE #18	9/8/2011	Dog	SHIHTZUE	E	1	111712
Owner R	City		1023 HAMILTON ST	9/26/2011	Cat	DSH	E	1	111849

Total Dogs picked up in Pekin: 13

Total Cats picked up in Pekin: 20

Total Others picked up in Pekin: 1

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
April 14, 2011; 4:00 pm

Present: Jim Deford, Roy Davis, Tammy Helm, Perry Martin, Nancy Healy, Christopher / Joey Meskiman, & Pamela Anderson; Donna Swenson & Barb Meskiman

- I. Welcome and introductions
- II. Approval of the February 17, 2011 minutes: T. Helm 1st; P. Martin 2nd; all ayes
- III. Old business
 - A. Public transportation update – R. Davis gave report; buses run from 6:45am to 5:40pm; June 6th route changes will occur; possibly promote bus route changes on Channel 22?
 - B. Disability awareness sub-committee update – Wellness Days at Pekin High School went very well; the Disability Awareness activity was well received (wheelchair, wrapping presents with hand impaired, goggles – eye impairment activities)
 - C. ADA parking sign/spaces update – J. Deford reported on this project. Good overall business compliance. Attached detailed sheet.
- IV. New business
 - A. IRS information – request more brochures and see if they can come speak at a meeting
- V. Correspondence
- VI. Around the table
- VII. Adjourn

Next meeting: June 9, 2011 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
June 9, 2011; 4:00 pm

Present: Roy Davis, Tammy Helm, Perry Martin, James Kolzow & Pamela Anderson

- I. Welcome and introductions
- II. Approval of the April 14, 2011 minutes (no quorum)
- III. Old business
 - A. Disability awareness sub-committee update
 - 1. Pekin School District #108 had Wellness Days on April 20th, 2011. L. Holbrook, T. Helm and P. Anderson represented this group. Our station conducted 3 different ADA awareness activities:
 - a. Wrapping a box with wrapping paper without the use of one hand.
 - b. Wearing goggles that had a disability and writing a sentence.
 - c. Wheelchair move-ability (around cones, in and out of a door way)
 - 2. The Rotary Rally for June 11 was cancelled due to low participation; they were looking to reschedule for October 1, 2011. Have not heard back from L. Ealey confirming the date

Next meeting: August 11, 2011 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
June 9, 2011; 4:00 pm

- B. ADA parking sign/spaces update – Pekin Police Department is sending another batch of letters for ADA sign compliance; Chief Nelson will attend the August meeting for an update on the responses.
 - C. IRS information – gave out contact information for IRS
- IV. New business
 - A. August – begin prioritization process (P. Martin expressed an idea to produce a resource card / book to distribute to hospitals / ADA service centers / Disabled, etc...)
- V. Correspondence
 - A. From Police Chief Nelson –
 - 1. Blue lines are NOT ok for marking ADA parking spaces;
 - 2. The City Parking person does patrol the Tazewell County lot across from the post office;
 - 3. The 'City Parking person' does give out tickets to motorcycles parked in ADA spaces – aggressively.
- VI. Around the table
 - A. R. Davis will be distributing the updated bus route information to Derby St. businesses and provide the information to Sunset Apartments again
- VII. Adjourn

Next meeting: August 11, 2011 at 4:00 pm

BID TABULATIONS
PETRI LANE SEWER EXTENSION

OPENING OCTOBER 13, 2010 @ 2:00 P.M.

NAME & NUMBER	ADDRESS	BID BOND	BASE BID
STARK EXCAVATING, INC.	1805 W. WASHINGTON ST BLOOMINGTON, IL 61701	5%	\$292,755.00
WIEGAND & STORRER, INC.	P.O. BOX 2068 EAST PEORIA, IL 61611	5%	\$608,017.00
WALKER EXCAVATING CO., INC.	3222 W. FARMINGTON ROAD PEORIA, IL 61604	5%	\$405,575.10

ESTIMATE \$

HANSSON PROFESSIONAL SERVICES

Pekin Planning Commission Minutes
October 12, 2011

Present:

Daryl Dagit
Jeff Dupage
Don Hild
Bill Craig, Chairman
Steve Huey
Dick Cohenour
Jim Jones

Absent:

Ron Knautz
Steve Thompson

Chairman, Bill Craig led the pledge of allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh and Attorney Scott Kriegsman

Chairman, Bill Craig asked for the approval of the Agenda as corrected.

MOTION by Steve Huey, Seconded by Dick Cohenour to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman, Bill Craig asked for the Approval of the July 13, 2011 minutes.

MOTION by Steve Huey, Seconded by Don Hild to Approve the July 13, 2011 minutes as presented. On roll call vote, (6) Six present voted **AYE**. (1) One (Dick Cohenour) present **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

July 25, 2011 Council Meeting:

Received and filed the minutes from the July 13, 2011 meeting.

Approved the following recommendations for Hearings:

Hearings #11-1836 & 11-1837 / To Approve the Site Plan and Special Use for Auto Repair Only with the stipulation that striping be done for parking with a maximum outside storage of (8) vehicles in front of the repair shop only for a limited period of 48 hours located at 1404 Broadway Street.

PPC Correspondence: No Correspondence

Application #1: **Illinois Pawn and Jewelry, Todd S Marquardt, Owner**

Hearing #1 (11-1839): Special Use for Loft Living in a B-3(General Business District) at 17 South 2nd Street with a Legal Description of Sec 34 T25N R5W, Original Town, Lot 10 & N pt 30' of Lot 11, Block 5 SE ¼ and PIN # 04-04-34-441-017 in Tazewell County, Illinois.

Open Public Hearing: 6:34pm

Tom Marquardt, 17 S 2nd, Pekin was present stated his case and plans for upper part of his building into a Loft Apartment.

Close Public Hearing: 6:36pm

Special Use Review Committee:
Steve Huey, Chairman

Steve Huey stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Ron Sieh gave an updated overview of the Loft Living ordinance as requested by Steve Huey.

Bill Craig asked for information regarding Sprinklers.

Ron Sieh explained that one and two family dwellings are never required to be Sprinkled.

Dick Cohenour asked if the code required more than one entry way for upstairs apartment.

Ron Sieh stated no the code does not require a second entrance.

Dick Cohenour inquired when the parking lot would be surfaced.

Ron Sieh stated he is only required to provide 1 ½ hard surfaced parking and there is alley access. Two spaces will meet code.

Dick Cohenour inquired about the entry way steps.

Tom Marquardt responded there are already existing steps and new steps to the entry way.

Don Hild inquired about water retention.

Ron Sieh stated rational method would be used. The green space will be the retention area until a time when he possible paves the whole lot.

Motion by Steve Huey, seconded by Don Hild to Approve the Special Use for Loft Living. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Future Agenda: Jim Jones asked that the Fencing and Shed ordinance be reviewed when there isn't a lot on the agenda. Asked if the meeting time could be reviewed for change from 6:30pm to 5:30pm with the exception that when sub-committees need to meet a 48 hour public notice be issued on the change of time to 6:00pm.

Ron Sieh stated that a possible rezoning would take place next month for the Koch Street storage unit area as Rick Evans would like to expand. The issue of Billboards in a B-3 (General Business District) might be revisited.

Motion by Steve Huey, seconded by Don Hild to Adjourn the meeting. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**

Meeting adjourned at 6:55PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
October 12, 2011

HEARING #11-1839

The Pekin Planning Commission recommends to Approve the Special Use for Loft Living at 17 S 2nd Street to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Petri Lane Sanitary Sewer Extension

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: To award the Low bid from Stark Excavating, Inc in the amount of \$292,755.00 for the construction of an extension of the Sanitary Sewer for Petri Lane.

DESCRIPTION: This project is to extend the existing sanitary sewer in Sun Valley to provide future service to the proposed alignment of Petri Lane Extension. This project is a separate project to complement to the proposed construction of Petri Lane Extension. The intention of the project is to get the sanitary infrastructure in place before the road construction so that there is no future need to tear out portions of the road for construction for sanitary sewer. This project will also provide for future growth along Petri Lane.

The work for this project includes the installation of PVC gravity sewer, manholes and appurtenances. The majority of the work includes the following:

1309 LF of 8" PVC SDR 26 Gravity Sewer
522 LF of 10" PVC SDR 26 Gravity Sewer
6- 48" Dia. Type A Manholes
Necessary Appurtenances

The consulting engineer who designed the plans has reviewed the bids since there was some disparity between the bids. It was his opinion the reason for differences in the bids were due to some special provisions that needed to be added due to the depth of excavation for the installation of the sewer. In his opinion the Stark bid was reasonable.

This project was not budgeted but would provide future savings in terms of the scope of work required by performing the work before the construction of Petri Ln.

FINANCIAL IMPACT: \$292,755.00 of Waste Water Funds

Not budgeted

NEIGHBORHOOD CONCERNS: None

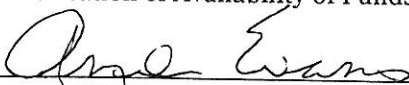
IMPACT IF APPROVED: The Project will be awarded and work will commence

IMPACT IF DENIED: The Project will not be awarded and the sanitary sewer will not be installed before the construction of the roadway

ALTERNATIVES: Construct the sewer on an as needed basis risking the possibility that the proposed Petri Lane will have to cut into as some point in time

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

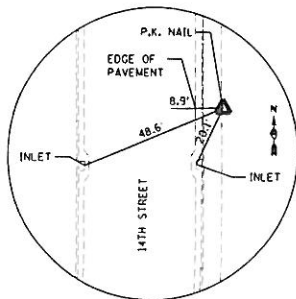
A Prosperous Community. To promote and sustain a balanced economy that supports

	expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 10/14/2011	
Finance Department (Certification of Availability of Funds):	
Date: 10-14-11 	
Corporation Counsel: 	
Date:	
City Manager: 	
Date: 10/14/11	

Petri Lane Sewer Extension Opinion of Probably Construction Cost

			Engineer			Stark			Weigand			Walker		
						Acknowledge Addendum		Yes	Acknowledge Addendum		Yes	Acknowledge Addendum		Yes
						Bid Bond 5%		Yes	Bid Bond 5%		Yes	Bid Bond 5%		Yes
Item	Description	Number of Units	Unit	Unit Cost	Total	Unit Price	Sub-Total	Delta				Unit Price	Sub-Total	
1	Mobilization	1	LS	\$7,500	\$7,500	\$15,100.00	\$15,100.00	\$7,600.00	\$12,000.00	\$12,000.00	\$4,500.00	\$1,260.00	\$1,260.00	(\$6,240.00)
2	8-in PVC SDR 26 Gravity Sewer	1309	LF	\$48	\$62,832	\$69.00	\$90,321.00	\$27,489.00	\$227.00	\$297,143.00	\$234,311.00	\$79.04	\$103,463.36	\$40,631.36
3	10-in PVC SDR 26 Gravity Sewer	522	LF	\$54	\$28,188	\$78.00	\$40,716.00	\$12,528.00	\$332.00	\$173,304.00	\$145,116.00	\$301.00	\$157,122.00	\$128,934.00
4	48-in Dia. Type A Sanitary Manhole, Frame and Closed Lid	6	EA	\$3,500	\$21,000	\$7,100.00	\$42,600.00	\$21,600.00	\$8,000.00	\$48,000.00	\$27,000.00	\$8,899.66	\$53,397.96	\$32,397.96
5	8-in Dia. Gasketed PVC Cap	3	EA	\$200	\$600	\$64.00	\$192.00	(\$408.00)	\$100.00	\$300.00	(\$300.00)	\$115.50	\$346.50	(\$253.50)
6	10-in Dia. Gasketed PVC Cap	1	EA	\$200	\$200	\$102.00	\$102.00	(\$98.00)	\$100.00	\$100.00	(\$100.00)	\$159.88	\$159.88	(\$40.12)
7	Connection to Existing Manhole	2	EA	\$1,000	\$2,000	\$2,215.00	\$4,430.00	\$2,430.00	\$2,500.00	\$5,000.00	\$3,000.00	\$2,170.00	\$4,340.00	\$2,340.00
8	Sanitary Sewer Service Connection	2	EA	\$1,500	\$3,000	\$1,325.00	\$2,650.00	(\$350.00)	\$1,500.00	\$3,000.00	\$0.00	\$980.00	\$1,960.00	(\$1,040.00)
9	Controlled Low Strength Material	425	CY	\$120	\$51,000	\$122.00	\$51,850.00	\$850.00	\$85.00	\$36,125.00	(\$14,875.00)	\$95.20	\$40,460.00	(\$10,540.00)
10	Bituminous Concrete Pavement Removal and Replacement	257	SY	\$60	\$15,420	\$74.00	\$19,018.00	\$3,598.00	\$85.00	\$21,845.00	\$6,425.00	\$46.20	\$11,873.40	(\$3,546.60)
11	Tree Removal	32	EA	\$150	\$4,800	\$450.00	\$14,400.00	\$9,600.00	\$100.00	\$3,200.00	(\$1,600.00)	\$266.00	\$8,512.00	\$3,712.00
12	Seeding	2	AC	\$3,000	\$6,000	\$1,200.00	\$2,400.00	(\$3,600.00)	\$1,000.00	\$2,000.00	(\$4,000.00)	\$4,340.00	\$8,680.00	\$2,680.00
13	Mulching	2	AC	\$3,000	\$6,000	\$1,088.00	\$2,176.00	(\$3,824.00)	\$500.00	\$1,000.00	(\$5,000.00)	\$3,500.00	\$7,000.00	\$1,000.00
14	Erosion Control	1	LS	\$12,000	\$12,000	\$6,800.00	\$6,800.00	(\$5,200.00)	\$5,000.00	\$5,000.00	(\$7,000.00)	\$7,000.00	\$7,000.00	(\$5,000.00)
					\$220,540		\$292,755.00	\$72,215		\$608,017.00	\$387,477		\$405,575.10	\$185,035.10
								32.74%			176%			84%

Note: The majority of the difference is in the pipe and manholes. After the intial OPCC was generated, we had to add to the special provisions that the trench needed to be engineered to meet OSHA requirements since a portion of it exceeded 20 ft in depth. That coupled with two of the manholes requiring structural proof of design for depths exceeding 20 ft likely added to the unit costs.



A diagram showing the layout of a water meter installation. It includes labels for 'WATER METER', 'EDGE OF PAVEMENT', '14TH STREET', 'WATER VALVE', 'ENTRANCE', and 'P.K. NAIL'. Dimensions are given as 25.4, 10.4, and 51.3. A north arrow points towards the top right.

A diagram showing a fire hydrant layout. A central point is labeled 'FIRE HYDRANT'. Three lines radiate from this point: one to 'WATER VALVE' (distance 25.1), one to 'WATER VALVE' (distance 48.2), and one to 'P.K. NAIL' (distance 59.5). The lines to the two 'WATER VALVE' points are labeled 'ROSEMARY ROAD'. A dashed line labeled '14TH STREET' runs vertically. A north arrow points upwards.

CONTROL POINT #55
SET P.K. NAIL

USER NAME: <u>dwain009@i...</u> PROJECT: <u>175-01241-CAD1-Phase 1 (S...</u>	DESIGNED: <u>LSB</u> DRAWN: <u>RLA</u> CHECKED: <u>LSB</u> DATE: <u>08/15/2011</u>	REVISED: <u> </u> REVISED: <u> </u> REVISED: <u> </u> REVISED: <u> </u>	CITY OF PEKIN	ALIGNMENT, BENCHMARK, AND TIES PLAN	SCALE: <u>1"=100'</u>	SHEET NO. <u> </u> OF <u> </u> SHEETS STA. <u> </u> TO STA. <u> </u>	F.A.L. <u> </u> SECTION <u> </u> COUNTY <u> </u> TOTAL SHEETS <u> </u> SHEET NO. <u> </u> <u>FAZEWELL</u> <u>11</u> <u>3</u>	FED. ROAD DIST. NO. <u> </u> ILLINOIS FED. AID PROJECT <u> </u>
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NOTICE TO BIDDERS

CITY OF PEKIN PEKIN, ILLINOIS

1. **TIME AND PLACE OF OPENING BIDS**

Sealed proposals will be received at the City of Pekin, Spring 111 S. Capitol Street Pekin, Illinois 61554 until 2:00 Pm prevailing time, on 10/13/2011 at which time said bids will be publicly opened and read.

2. **DESCRIPTION OF WORK**

The proposed WORK is officially known as the Petri Lane Sewer Extension. The WORK includes the installation of PVC gravity sewer, manholes and appurtenances. Major WORK items are as follows:

- 1309 LF of 8-in PVC SDR 26 Gravity Sewer
- 522 LF of 10-in PVC SDR 26 Gravity Sewer
- 6-48-in Diameter Type A Manholes
- Necessary Appurtenances

3. **AVAILABILITY OF PLANS AND SPECIFICATIONS**

Plans, Special Provisions, Proposal Forms, and related Contract documents may be examined at the offices of:

Hanson Professional Services Inc.
7625 N. University St., Suite 200
Peoria, IL 61614

Copies may be obtained from the Engineer upon payment of Thirty-Five Dollars (\$35.00). Checks are to be made out to Hanson Professional Services Inc. The amount of the deposit will not be refunded.

Copies of the "Standard Specifications for Water and Sewer Main Construction in Illinois," Sixth Edition, June 2009, which are herewith made a part of the Contract Documents, may be obtained from:

Associated General Contractors of Illinois
3219 Executive Park Drive
P.O. Box 2579
Springfield, Illinois 62708

Illinois Society of Professional Engineers
100 East Washington Street
Springfield, Illinois 62701

Illinois Municipal League
500 East Capitol Avenue
P.O. Box 3387
Springfield, Illinois 62708

Copies of the Illinois Department of Transportation "Standard Specification for Road and Bridge Construction," adopted January 1, 2007, which are herewith made part of the Contract Documents, may be obtained from:

Illinois Department of Transportation
2300 South Dirksen Parkway

Room 012
Springfield, Illinois 62704

5. PREBID MEETING

A **mandatory pre-bid** meeting will be held at 10:00 AM prevailing time, on Oct 10th 2011 at the City of Pekin Municipal Building, 111 South Capitol Street, Pekin, IL 61554. The purpose of this meeting is to:

- A. Discuss the bidding requirements
- B. Receive any questions regarding the Plans, Specifications and the Project in general.
- C. Visit the proposed construction site.

6. PROPOSALS

Proposals must be on forms furnished by the Engineer.

The project will be awarded to the low, responsive, responsible Bid for the proposed WORK.

Proposals must be accompanied by a cashier's check, certified check, or bid bond amounting to not less than 5 percent of the gross amount of the bid, made payable to the City of Pekin.

The City of Pekin reserves the right to waive or not to waive any irregularities in the bids, to reject any or all bids, and to determine which is the lowest, responsive, responsible bid for the improvements.

By Order of the City of Pekin, Pekin, Illinois.

Sue E. McMillan, City Clerk



One News Plaza, Peoria IL 61643

Customer	Account
CITY OF PEKIN	2000984

INVOICE	IN418756
INVOICE DATE	09/27/2011
DUE DATE	10/07/2011
TOTAL AMOUNT DUE	\$137.28

AD DATE	PO #	AD #	DESCRIPTION	CLASS	SIZE	TIMES	AMOUNT DUE
09/27/2011		4216276	NOTICE TO BIDDERS CITY OF PEKIN PEKIN, ILLINOIS 1. TIME AND	0182 Legal Notices	170 Line(s)	1	\$137.28
Vendor No. _____ G/L Coding <u>100-004-5-510.00</u> Dept. Head Approval <u>SM 9/30/11</u> Acct. Dept. Approval _____ Project No. <u>Petr 1 Sewer Bid</u>				TOTAL AMOUNT DUE \$137.28			

PHONE INQUIRIES: Credit Department 309-686-3128

INVOICE : IN418756

REMITTANCE ADDRESS.

PLEASE RETURN WITH PAYMENT.

Peoria Journal Star
1 News Plaza
Peoria, IL 61643

CUSTOMER	ACCOUNT	TOTAL AMOUNT DUE	AMOUNT REMITTED
CITY OF PEKIN	2000984	\$137.28	

CREDIT CARD #	
EXPIRATION DATE	
SIGNATURE	

CHECK #	
---------	--

CITY OF PEKIN
111 SOUTH CAPITOL STREET
PEKIN
IL 61554



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ronald W. Sieh, Code Enforcement Officer

AGENDA ITEM: Special-Use for loft living at 17 S. 2nd Street.

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: Approve recommendation from Pekin Planning Commission to allow loft living at 17 S. 2nd Street

DESCRIPTION: Allow the 2nd level of 17 S. 2nd to have a single dwelling unit

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

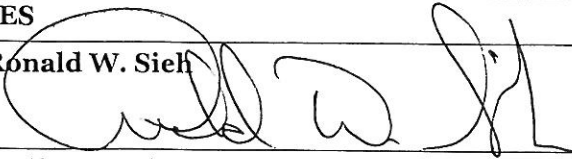
IMPACT IF APPROVED: Fits theme for downtown redevelopment

IMPACT IF DENIED: None

ALTERNATIVES: Leave 2nd level of building an empty space

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
√	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES	
Department Director: Ronald W. Sieh	
Date: October 13, 2011	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

SITE PLAN CHECKLIST
For Special Use Request

Name **Todd S. Marquardt**
Address **17 S. 2nd Street (Illinois Pawn)**
Phone # **(309)648-1511**
Contact Person **Todd**

Handwritten: **OK**
10/27/2011

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number		OK	OK	
2.	Local Cross Streets		OK	OK	
3.	Lot Layout, Dimension and Setbacks		OK	OK	
4.	Public Access		OK	OK	
5.	Easements		W/H	N/A	
6.	Sanitary Sewer Locations, Size		OK	N/A	
7.	IEPA Sanitary Sewer Permit		N/A	N/A	
8.	Storm Sewer Location and Size		See Note 1 of CE	N/A	
9.	Proper Zoning (Current)		OK	B-3	
10.	Parking Spaces and Surface		See Note 1 of CE	Note #1	
11.	Sidewalks		OK	existing	
12.	Landscaping		OK	Note #1	
13.	ADA Compliance		OK	OK	
14.	Driveway Openings (curb cuts)		OK	Existing at rear access off alley	
15.	TIF Area		OK	Yes	
16.	Signage Exterior		OK	existing	
17.	Lighting Exterior		OK	existing	
18.	Floor Plan Shown and Dimensions		OK	OK	
19.	Screening or Fencing – Barbed Wire or Electric		OK	dumpster	
20.	Loading and Unloading Areas Shown and Dimensions		N/A	N/A	
21.	Fire Hydrant Location		OK	OK	<i>Handwritten signature</i>
22.					
23.					

24.

Public Works Comments:

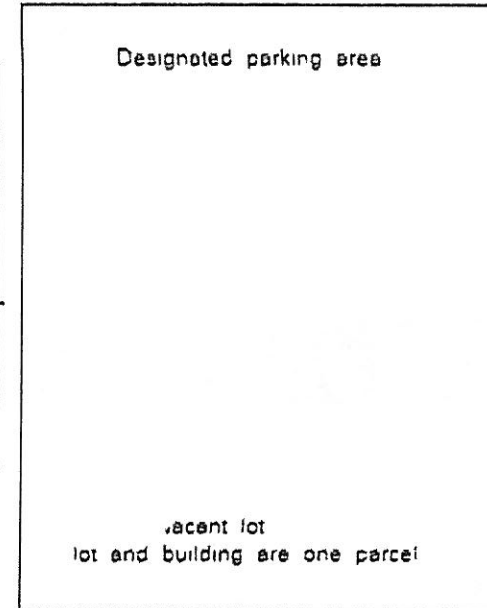
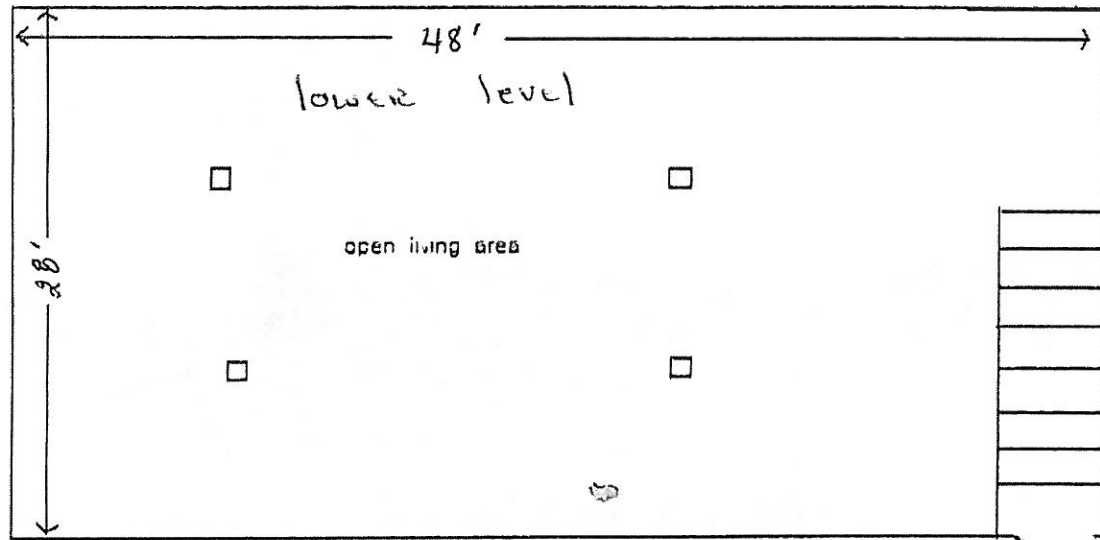
City Engineer Comments: If parking lot is extended then will need to meet code for storm water requirements

Code Enforcement Comments: #1). Area for parking will be at adjacent lot where house was demolished, must provide hard surface parking @ 2 minimum, landscaping and water retention for new parking area.

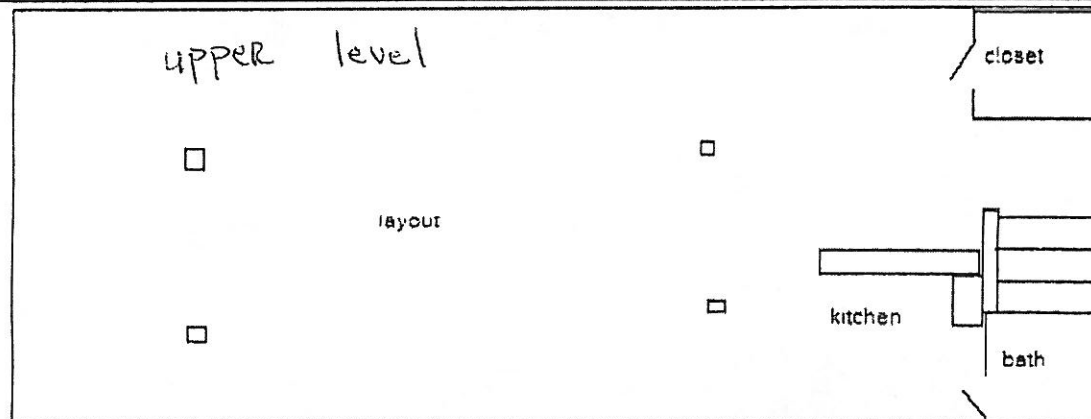
Fire Chief Comments:

Other Comments:

04-04-54-771-01,1
 Sec 34 T25N R1W
 Original Town Lot 10 & W Pt 30' of Lot 11
 Blk 5 SE 1/4



separate entrance from business



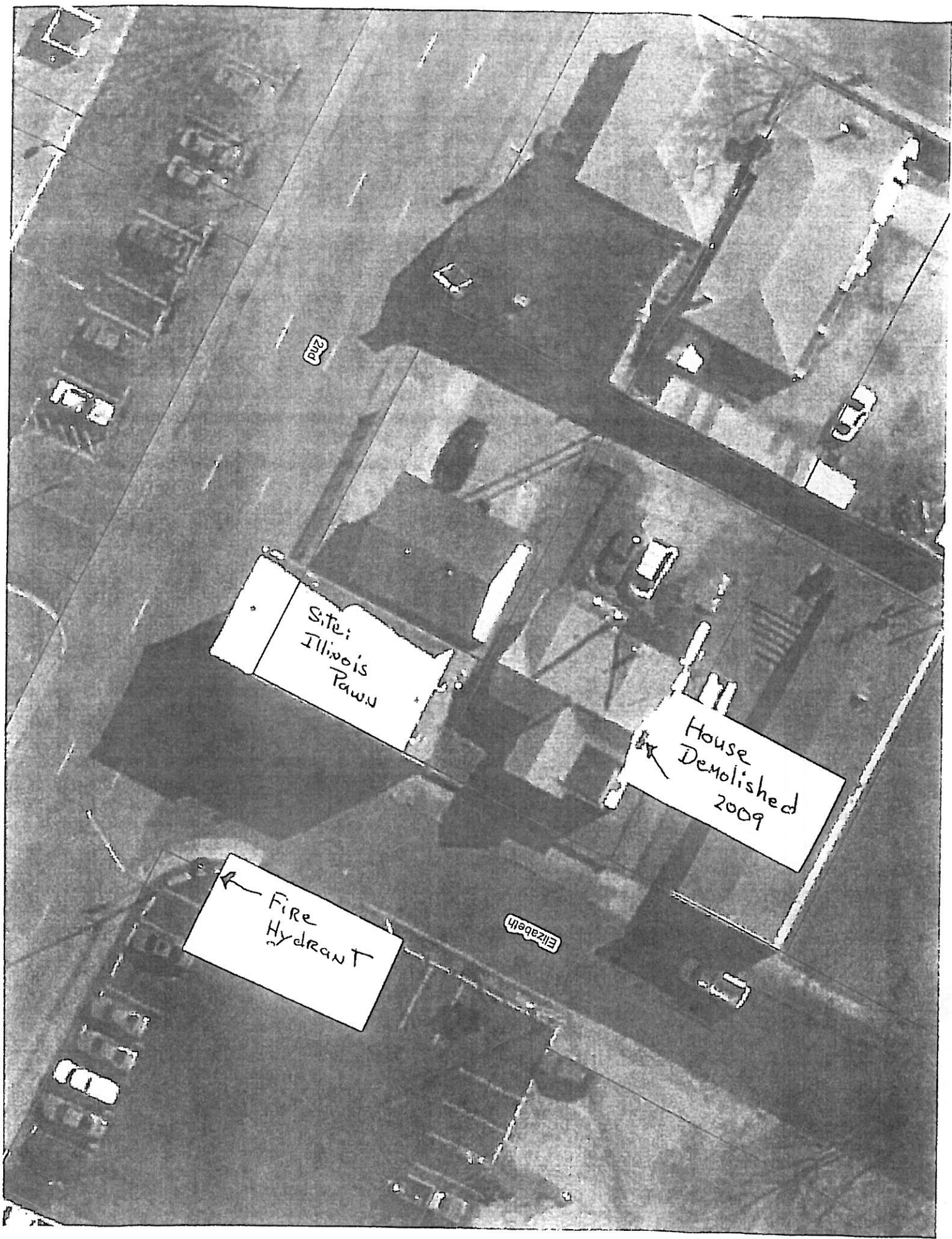
Illinois Pawn & Jewelry
 17 south 2nd street
 Pekin, Illinois

Request for special permit for 1
 apt apartment on 2nd story.

(309) 648-1511

Call:
 367-9140

Todd Masquard
 call 9/14/11
 @ 1:35 PM
 will be in to
 pay by
 Friday.



Site:
Illinois
Pawn

House
Demolished
2009

Fire
Hydrant

2nd

Elizabeth



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joe Wuellner City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Façade Program for Pekin Trophy House & Engraved Gifts

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: \$4,277.41

DESCRIPTION: Approval by Mayor and Council to pay Pekin Trophy House (Mike & Jill Gambetti) of 403 S. 8th Street the eligible amount under the terms of the façade guidelines for the amount of \$4,277.41. Property owners are replacing the front windows and door, adding awnings on the side of the building above four windows to enhance buildings curb appeal and performed a structural assessment to ensure the building is sound and will not be disturb by the improvements. The eligible expenses total \$7,554.82. This program reimburses ½ of the cost up to \$12,500 (whichever is less). The structural assessment of \$500.00 is fully refundable. Pekin Main Street Design committee has reviewed the application and recommends to Council the approval of the TIF façade grant for the amount of \$4,277.41. City Inspections have been notified of this project and property owner will apply for permit when façade application is approved. All work will be inspected and dollars issued upon satisfactory completion.

FINANCIAL IMPACT: \$4,277.41/\$94,746

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to enhance façade appearance with new awnings and improve the building with new windows and door at front entrance

IMPACT IF DENIED: Delays renovations due to overall business operational costs and other ongoing maintenance projects.

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
X	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Director:**

Date:

Wendy Ann Matthews 10/13/11**Finance Department** (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

Joe Wellman
10/13/11

Trophy House
403 S. 8th Street
Façade Grant Summary

Awnings	\$3,164.82
Windows and Doors	\$4,390.00
Total Project Cost	\$7,554.82
Structural Assessment	\$500.00
Request from Council	\$4,277.41

City of Pekin, Illinois
Downtown Facade
Revitalization Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S Capital St, Pekin, IL 61554

1. Name of Applicant: Pekin Trophy House + Engraved Gifts
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 403 S. 8th St. PIN No. 04-10-02-106-008
3. Owner of Property (if different from applicant): Mike + Jill Gambetti
4. Owner's Address: 1509 Norwood - Pekin Phone #: 353-1695
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? YES
8. Briefly describe the type of business operation presently housed in building: Trophies, Awards, engraving
9. What is approximate age of building? 55 years
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? no
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
We are planning to replace the front windows + Door
as well as adding awnings on the side to cover
four windows to enhance the building's curb appeal.

13. How soon after possible grant approval by the City would you begin your project? Immediately
14. Once started, how long would it take to complete? 2 weeks
15. What is the total cost of planned eligible work? \$ 7,554.82
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
Cash
17. Will the planned building renovation result in the creation of any new jobs? no
If yes, how many full-time and/or part-time positions will result? none

Applicant(s) Signature: Joel Garbetta Date: 9-26-11
Mike Garbetta Date: 9-26-11

CITY USE ONLY

The City of Pekin Main Street Design Committee:

_____ recommends _____ does not recommend approval to the City Council.

Date: _____ Chair Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,
I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: Jill Gumbett

Date: 9-26-11

Nick Gumbett

Date: 9-26-11

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|--|---|
| ☒ Proof of building ownership. | ☒ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ Copy of building assessment from approved list of contractors/inspectors, any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.



PEKIN TROPHY HOUSE & ENGRAVED GIFTS

403 S. 8th Street

PEKIN, IL 61554

309-346-9328

309-346-7678(FAX)

www.pekintrophyhouse.com
pekintrophyhouse@yahoo.com



To whom it may concern,

The Pekin Trophy House is a family owned and operated business that has been located in Pekin for over 40 years. Mike & Jill Gambetti purchased the business in July 2002 and moved its location to Broadway across from the golf course. After several years, they purchased a vacant building at Court & 8th Streets and invested \$25,000 in personal funds for building improvements.

We are requesting the facade grant at this time to replace outdated windows in the front of our store and add decorative awnings to the north side of the building. Please feel free to visit our store for a look around or contact us at 346-9328. Our business hours are 9:30 - 5:30 Monday - Friday.

Thank you for your consideration.

Sincerely,

Mike & Jill Gambetti

Owners

MARY BURRESS

TAZEWELL COUNTY PROPERTY TAX BILL

TAZEWELL COUNTY TREASURER/COLLECTOR 2010 TAXES PAYABLE 2011

11 S. 4TH ST. STE. 308

PEKIN, IL 61554

Make checks payable to: TAZEWELL COUNTY COLLECTOR

LOCATION	403 8TH ST PEKIN, IL 61554-0000
LEGAL DESC	SEC 2 T24N R5W COLTS ADDN S 50' OF LOT 28 & S 50' OF E 48' OF LOT 27 NW 1/4
NAME	GAMBETTI MICHAEL P & JILL 1509 NORWOOD PEKIN IL 61554-0000

TAX CODE	04021	TAZEWELL COUNTY ITEMIZED STATEMENT	TOWNSHIP	PEKIN
----------	-------	---------------------------------------	----------	-------

Taxing Body	Prior Year Rate	Prior Year Tax	Current Rate	Current Tax	Pension Amount
TAZEWELL COUNTY	0.44587	\$37.38	0.46166	\$38.70	\$8.38
GRADE SCHOOL 108	2.65316	\$222.42	2.83277	\$237.47	\$6.43
HIGH SCHOOL 303	1.81302	\$151.98	1.80128	\$151.00	\$5.06
COMMUNITY COLLEGE 514	0.48741	\$40.86	0.44652	\$37.43	\$0.57
PEKIN PARK DIST	0.41853	\$35.08	0.43643	\$36.59	\$2.87
PE TWP ASSESSOR	0.00000	\$0.00	0.00000	\$0.00	\$0.00
PEKIN RD & BR	0.00000	\$0.00	0.00000	\$0.00	\$0.00
PEKIN TOWNSHIP	0.15398	\$12.90	0.16129	\$13.52	\$0.00
PEKIN CORP	1.03934	\$87.12	1.09813	\$92.06	\$68.24
PEKIN LIBRARY	0.22884	\$19.18	0.23822	\$19.97	\$0.00
TIF DIST PEKIN	0.00000	\$1,594.06	0.00000	\$1,492.80	\$0.00
TOTALS	7.24015	\$2,200.98	7.47630	\$2,119.54	\$70.00

002-566
HERGET
BANK NA
PAID
PEKIN, IL
70-0232

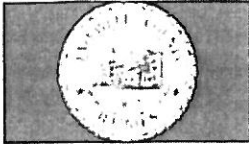
002-566
HERGET
BANK NA
PAID
PEKIN, IL
70-0232

PROPERTY INDEX NUMBER (PIN) 04-10-02-106-008	PROPERTY CLASS 0060
FIRST DUE DATE 06/01/2011	LENDING CODE
FIRST INSTALLMENT \$1,059.77	TIF BASE 8383.00
SECOND DUE DATE 09/01/2011	1977 EQUALIZED
SECOND INSTALLMENT \$1,059.77	SAF BASE
PRIOR TAX SOLD NO	FAIR CASH VALUE 85,050
FORFEITED NO	TOTAL ACRES 0.00
	LAND VALUE 7,370
	+ BUILDING VALUE 20,980
	+ HOME IMPROVEMENT 0
	= ASSESSED VALUE 28,350
	x STATE MULTIPLIER 1.0000
	= EQUALIZED VALUE 28,350
	- OWNER OCCUPIED
	- SENIOR EXEMPT
	- FREEZE EXEMPTIONS
	- VETERAN EXEMPT
	- DISABLED EXEMPT
	+ FARM LAND
	+ FARM BUILDING
	= NET TAXABLE VAL 28,350
	x TAX RATE 7.47630
	= CURRENT TAX \$2,119.54
	- ENTERPRISE ZONE
	+ DRAINAGE
	+ FORFEITURE BAL
	= TOTAL TAX DUE \$2,119.54
	- TOTAL TAX PAID
	= TOTAL TAX DUE \$2,119.54

2010 PAYABLE 2011

Owner Name: GAMBETTI, MICHAEL P & JILL

PLEASE SEE REVERSE SIDE FOR PAYMENT INFORMATION.



Assessment Office

Tazewell County, Illinois

Site Provided by...
governmax.com 1.11

Parcel



Tabs

Parcel

Print View

Land

Improvements

Sales History

Assessments →

Taxes →

Parcel ID
04-10-02-106-008

Alt. PIN

Parcel Address
403 S 8TH ST, PEKIN

Tax Payer Information

Tax Payer

GAMBETTI MICHAEL & JILL

Tax Payer Address

1509 NORWOOD
PEKIN IL 615540000

Transfer Date

10/11/2006

Searches

Address

Parcel ID

City

Legal Desc.

Location Information

GIS

District No. 04021

Township No. 004,

Parcel Address 403 S 8TH ST, PEKIN

Section & Plat

State Assigned District No. 04

Routing No.

Legal Desc. SE

CC

LC

48

Functions

Home

Login/Logout

Property Search

Help

Feedback

Tazewell County



Parcel Information

Property Class Code 60 COMMERCIAL BUSINESS

Neighborhood Code 418

Neighborhood Factor .00

Neighborhood Type

Street or Road Code

Topography

Level N

High N

Low N

Rolling N

Swampy N

Flood Hazard N

Waterfront Property Type

This information is for assessment purposes only.

Print Back to List First Previous Next Last



P.O. Box 1315 • Peoria, IL 61654
Phone: (309) 674-1128 • Fax: (309) 673-0338
www.peoriaawning.com

Proposal

Name: Pekin Trophy House
Address: 403 S. 8th St.
Pekin, IL 61554
Jill Gambetti #346-9328
Date: 9-12-11

509 NE Adams St.
Peoria, IL 61603
Phone 309-674-1128
Fax 309-673-0338
Website: www.peoriaawning.com
Email: mark@peoriaawning.com

Project: New Aluminum awnings-east side windows

Scope of work:

- We will manufacture and install (4) four new Aluminum awnings at the above address. The awning would be made from aluminum and the color to be chosen by the customer. The aluminum awnings will be mounted over the east side windows into dryvit. The awnings would be mounted above the windows coming about halfway down the window

OPTION #1: Aurora style

PRICE: \$ 2,950.30 material and installation only
TAX: \$ 214.52
\$ 3,164.82

OPTION #2: Panorama style

PRICE: \$ 2,423.80 material and installation only
TAX: \$ 171.09
\$ 2,594.89

Terms & Conditions:

- ½ Due at time of order
- Balance due upon completion
- Prices quoted good for 30 days from proposal date
- Owner is responsible for obtaining any required permits
- Delivery time will be 4 weeks after receipt of signed proposal & down payment

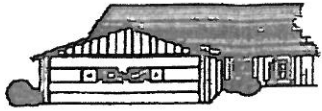
Accepted By: _____
(Please sign & return original to us & make a copy for your records)

Date: _____

***All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra charge over & above this estimate. By acceptance of this Proposal, customer assumes responsibility for interest, collection fees, and attorney fees with past due accounts. ***

Presented By: Mark L. Hutchison **Date:** 9-12-11
Mark L. Hutchison, Owner
Peoria Awning Company

Windows ☐ Entry Doors ☐ OHD ☐ Awning ☐ Sunroom ☐ Operators ☐



**CRAWFORD AND BRINKMAN
DOOR AND WINDOW CO.**

7715 N. Crestline Drive Peoria, IL 61615
Phone: (309) 691-8121 or (309) 691-3737 Fax: (309) 691-8081
www.crawfordandbrinkman.com

☐ PROPOSAL
☐ WORK ORDER

BILL TO Pekin Trophy House
403 S. 8th St.
Pekin, IL.

DATE: 9.9.11

CBB OE #:

PHONE: 346-9328

CELL NO.:

FAX NO.: 346-7678

WORK ORDERED BY: Jill Grambetti

SALES REP: Fack Douglas

JOB NAME

LOCATION

PHONE #

WE ARE PLEASED TO PROPOSE AS FOLLOWS:

CUSTOMER PO#	TERMS	FOB	CUSTOMER REFERRAL SOURCE
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Durasal Fixed awning 11' wide x 2' drop x 3' projection open End mill finished frame	1472 ⁰⁰	
3	4'8" wide x 2' drop x 3' projection open ends mill finished frame	2940 ⁰⁰	
Installed includes tax Labor Freight 1/3 down to order		4472 ⁰⁰	
ABOVE GOOD FOR 30 DAYS 3 DAY RIGHT OF REFUSAL			
HOME BUILT AFTER 1978		EPA LEAD INFO	

WE ACCEPT THE ABOVE PROPOSAL

(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)

Acceptance of this order shall constitute a conditional sales contract. We are to retain title to and possession of all material and equipment furnished by us under terms of this contract, until final payment shall have been made. The right is specifically reserved by the seller and granted by the purchaser to remove from premises materials not completely paid for in 45 days after installation without recourse for damage to the building or any of its parts in progress. Sign and return white copy promptly.

Signature _____ Date 1/1/11

- Openings are to be prepared by others in accordance with our specifications.
- The price does not include glass, glazing, painting or wiring for electric operator, unless included in proposal.
- Proposal is made for prompt acceptance. Prices subject to review after 30 days.
- Agreements are contingent upon strikes, accidents or other conditions beyond our control.
- We carry manufacturers contracts, and employers liability and workman's compensation insurance.
- Price does not include retail sales tax when applicable.
- We reserve the right to add finance charges, collection agency fees (not to exceed 33.33%), attorney fees and court costs in an effort to collect.
- **BALANCE DUE UPON COMPLETION**

MATERIALS	
LABOR	
TAX	
TOTAL DUE	
DOWN PAYMENT	
BALANCE DUE	



KELLY GLASS, INC.

2400 S. W. ADAMS ST.
PEORIA, IL 61602

PHONE: 309 676-3573
FAX: 309-676-3722

ATTENTION:
JOB NAME:
JOB LOCATION:

Jill Gambetti
Pekin Trophy House
Pekin, IL

We propose to furnish and install the following per your request & our site inspection:

Aluminum-Framed Entrance and Storefront

- (1) Single Kawneer #190 narrow stile aluminum door, approx. 3'0" x 7'0" with sidelites and transoms at main entrance
- Aluminum door hardware will be provided as follows:
 - 1 ½ pair Kawneer ball bearing butt hinges
 - Adams Rite maximum security deadbolt lock
 - Kawneer keyed cylinder at exterior, thumbturn at interior
 - Dor-O-Matic SC60BC surface mounted closer
 - Kawneer 1" diameter push/pull handles
 - ADA compliant low-rise aluminum threshold
 - Kawneer Sealair weatherstripping
- (1) Kawneer #451T thermal aluminum storefront frame, approx. 17'6" x 6'0"
- Aluminum finish to be Kawneer #17 clear anodized
- Glazing to be 1" Clear insulated glass (tempered where required by code)
- Perimeter sealants adjacent to our aluminum systems are included
- Demolition and disposal of existing storefront are included

We propose to furnish material, labor, and tax; complete in accordance
with the above specifications for the sum of:

\$ 4,390.00

PROPOSAL SUBMITTED BY: *Rod Antrim* DATE: 8/31/11

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THERE IS NO WARRANTY FOR GLASS BREAKAGE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. GLASS LABELS AND MARKINGS WILL BE REMOVED; HOWEVER OTHERS MUST PROVIDE FINAL GLASS CLEANING. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. PROPERTY OWNER IS TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IS EXPECTED AT TIME OF SERVICE, UNLESS OTHER TERMS HAVE BEEN ARRANGED. I AGREE TO PAY ALL LEGAL FEES AND EXPENSES NECESSARY TO COLLECT ANY BALANCE DUE ON THIS ACCOUNT AND TO PAY A SERVICE FEE OF 1-1/2 % PER MONTH ON ALL PAST DUE BALANCES.

SIGNATURE: _____ DATE: _____

PEKIN GLASS & MIRROR CO.

Email: pglassm@yahoo.com

332 Derby St.

Pekin, IL 61554

309-347-6158 Fax 347-1778

TO

*Trophy House
403 N. 8th
Pekin, IL 61554*

PROPOSAL

JOB NO.

JOB NAME

LOCATION

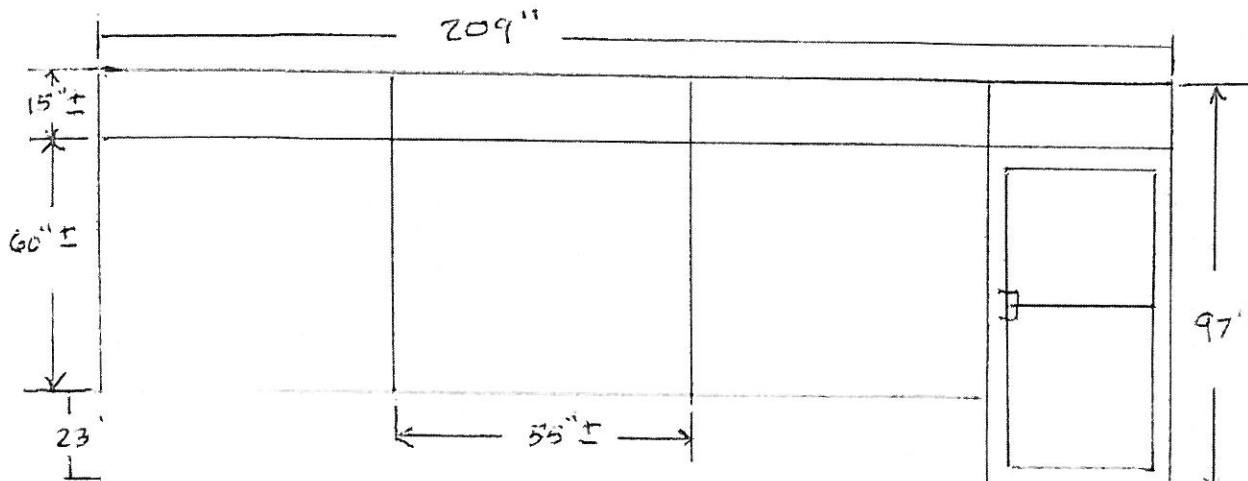
DATE

8-10-11 8-19-11

We hereby submit specifications and estimates for:

*Measure for Estimate - New Door + Windows -
open from 9:30 - 5:30 daily*

Area below for additional description and/or drawings:



*2" x 4 1/2" Clear Anodized Thermal Framing
1" Clear LowE Insulating Glass
Push/Pull, Pair Butt Hinges
Closer
Sweep
11-5 Lock + Cylinder Keyway*

M/T/C

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$ *8546.70*)

Payment to be made as follows:

Progressive Price Good 30 Days

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3185 Phone
309-645-9591 Cell

September 20, 2011

Ms. Jill Gambetti

RE: TIFF Grant Proposal; Structural Assessment
Pekin Trophy House
403 South 8th Street
Pekin, Illinois 61554
ATSE Project # MISC2011-07

This letter shall serve as the vehicle that documents our site survey and the corresponding structural assessment of Pekin Trophy House, located at 403 S 8th Pekin, Illinois. Personnel from ATSE Consultants performed a site visit on September 7, 2011 at approximately 9:00 am. The structural evaluation was performed at the request initiated by the business owner Ms. Jill Gambetti in response to satisfying one of the TIFF grant proposal requirements mandated by the City of Pekin.

Structural Assessment:

The store is a standalone one story structure with a glass storefront facing South 8th street [Photo #1]. According to Ms. Gambetti, the grant money will be used to replace the existing store front located on the east elevation, as well as to add four aluminum awnings over the windows along the north facade [Photo #2]. Therefore, this structural assessment consisted of a visual observation of only the structural elements that would be directly affected by these improvements. When looking at the existing storefront and it's supporting structure, no visual evidence indicating structural deficiencies was found. Assuming the new storefront will be similar to the existing, and also the existing structure will not be jeopardized during install, it is our opinion that the existing structure is structurally adequate. The final area observed was the north facade. After the removal of a few ceiling tiles, it was discovered that the structure is comprised of wood trusses supported by a load bearing masonry wall [Photo #3]. At this time, limited information regarding the new awnings was available, and therefore the final loading and means of attachment to the existing facade is unknown. However, based on the existing structure type, its current condition, and the idea that the awnings will be a light weight aluminum system, we are comfortable stating that the structure is also capable of supporting the new awnings. The foundations were not evaluated as part of this structural assessment, however based on our visual observation, there were no visual signs that would indicated foundation problems

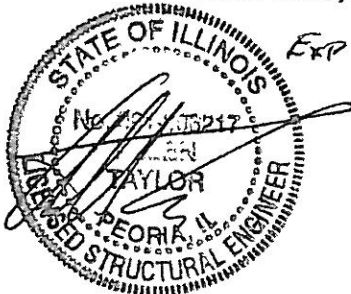
Conclusion

Based on the age of the building, and the type of improvements that will be made as highlighted above, the overall structure is in good condition and structurally sound. This report was based on engineering judgment and professional opinions, no testing or analytical computations were performed in deriving these results.

Thank you for retaining us for this assessment. If there are any questions, please call.

Respectfully,

ATSE CONSULTANTS, LLC.
Allen Taylor - SE
President / Owner
IL. SE # 081-006217



SEP 20 2011



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

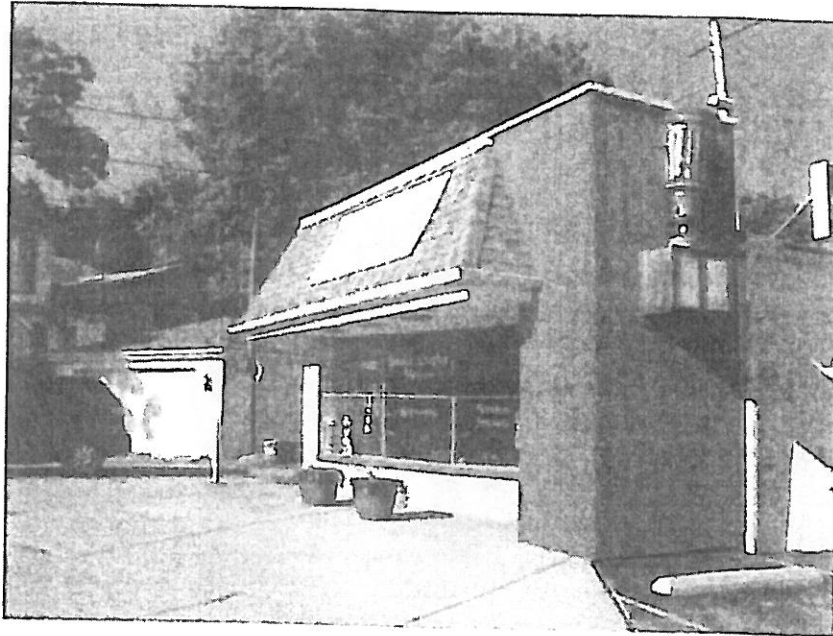


Photo 1 (Storefront - East Elevation)

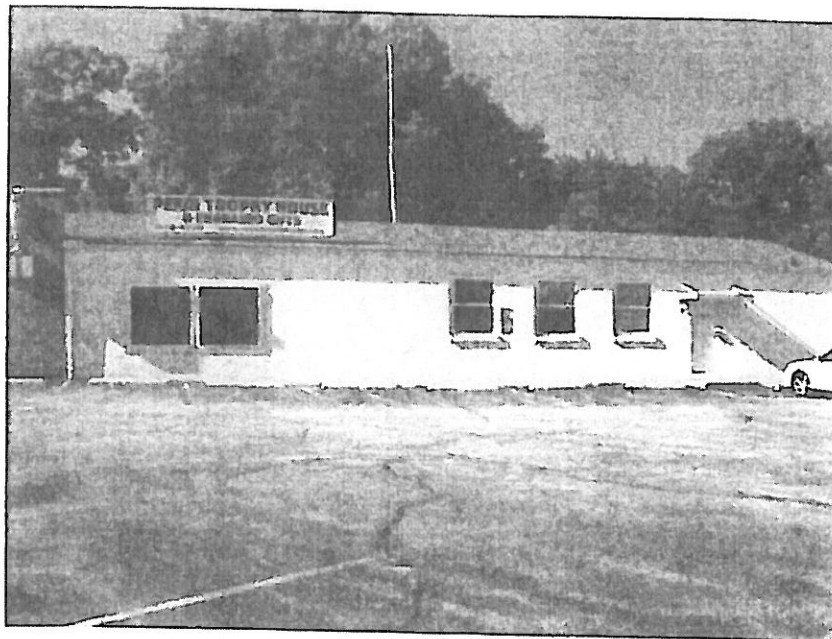


Photo 2 (North Elevation - Location Future Awnings)



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

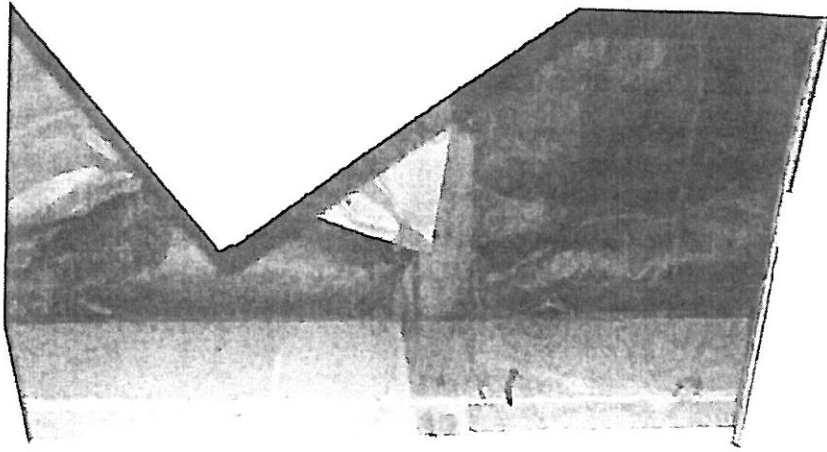


Photo 3 (North Wall - Trusses on Masonry Wall)



ATSE Consultants, LLC
308 Windsor Drive
Metamora IL, 61548

Invoice

DATE
9/23/2011

INVOICE #
298

BILL TO

Pekin Trophy House
403 S 8th Street
Pekin, Illinois 61554

DUE DATE
10/23/2011

P O NUMBER

ITEM

DESCRIPTION

QTY

RATE

AMOUNT

Structural Assessment Report for
Pekin TIFF Grant

500 00

Pekin Trophy House

Thank you for your business!

Total

500 00



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Change Order – Waste Water Treatment Plant, Phase 1

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: Approve Change Order #6 for the WWTP in the amount of \$27,476.00 for additional work required to make changes to piping, electrical and control changes due to changes necessary to keep existing systems in service.

DESCRIPTION: The work on the upgrade portion of Phase 1 at the Waste Water Treatment Plant commenced in September with initial site evaluation and demolition items. It has always been anticipated that there would be conflicts and therefore the need for field changes, modifications to the drawings, and potential need for additional ground support in order to keep the existing plant in operation. These are covered in the estimated project contingency amount and covered in the budget estimate for this project. Attached is a sheet that lists the items covered by this change order.

Therefore, I recommend that this change order be approved in the amount of \$74,482.00.

FINANCIAL IMPACT: None to the existing budget as changes were anticipated in the project estimate

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date.

IMPACT IF DENIED: Work will be delayed which cause failure to meet mandated completion date.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Director:**

Date: 10/12/11

Finance Department (Certification of Availability of Funds):

Date: 10-12-11

Corporation Counsel:

Date:

City Manager:

Date: 10/12/11

CHANGE ORDER

Order No. 6

Date: October 10, 2011

Agreement Date: 8-2-10

NAME OF PROJECT: City of Pekin, Wastewater Treatment Plant (STP #1) Improvements Phase 1

OWNER: City of Pekin

CONTRACTOR: Williams Brothers Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. ECO-E07 – Provide electrical power to exterior activation switch; exhaust fan and space heater in the Digester #2 Gas Safety Room, explosion proof design per NEC. Provide new louvre, switch and space heater. Provide roof curbing for exhaust vent outlet stack. \$21,292.00
2. ECO-ESI – 06Reva – Emergency stop switch additions, relay control additions, MCC Adjustments at the headworks screenings, washing and conveying systems. \$3,924.00
3. ECO-08 – Provide electrical power and PLC SCADA control connection for additional electric actuated valve on vendor grit washing equipment. \$5,896.00
4. Provide pipe support footings required above the base bid allowance; Provide pipe support straps; provide support plates anchored to the tank wall at existing MJ wall sleeves; repair deteriorated pipe flange bolts in Digester No. 2. \$4,827.00
5. Provide lateral bracing at digester flare roof access platform. \$2,703.00
6. Re-route the Effluent Pump Station Discharge Forcemain and existing 24 inch effluent. \$7,154.00
7. Provide maintenance access deck at the gen-set pad for access to the utility transformer. \$14,686.00
8. Utility meter and backflow preventer piping at headworks. \$6,387.00
9. Additional shelf angle support at the headworks wet well grating. \$2,148.00
10. New pressure transmitter (level) and temperature transmitter at Digester. \$5,465.00

Justification:

1. It was intended to re-use the existing room switch, louvre and exhaust fan/hood. The existing units are aged, of marginal condition and not suitable for rehabilitation and require replacement. A space heater is required for frost protection due to condensate in the room piping.

2. Additional E-stops provided at select locations for accessibility. Relay contact interfaced connection between Motor Control Center, PLC SCADA Panel and equipment motors provided to ensure equipment shut down with engagement of any E-stop or emergency pull chord in the headworks screening or adjoining screenings washer room. Operator safety requirement.
3. Additional vendor equipment supplied electric actuator not previously identified on the vendor design and shop drawings requires electric power and control connection from the Motor Control Center and PLC/SCADA panel.
4. Allowance provided in base bid for select unknown pipe repairs in the existing Digester Tank. With the tank drained and sand-blasted, additional areas evidencing severe or significant deterioration must be repaired. This addresses additional repairs required above the base bid allowance.
5. Lateral bracing provided by the platform access/air cannot be achieved until late in the future phase 2 construction. Additional bracing is needed in the interim to preclude nuisance movement in the platform.
6. Spatial conflict between 2 existing buried pipelines will not allow routing of the 36 inch effluent PS forcemain as designed. A segment of an existing 24 inch effluent pipe has separated from the North existing Parschall Flume Box. This change adjustment will re-route the existing 24 inch effluent below the proposed 36" effluent forcemain, both correcting the existing lock/separation at the existing structure and eliminating a low point siphon in the 36 inch forcemain.
7. Negotiated requirement by the Utility provider (Amren-Cilco).
8. The WWTP is being provided a new potable water service. The incoming service is routed to the headworks and then distributed via proposed site piping. Piping in the limited available space in the headworks solids processing area is required to accommodate a utility provided flow meter installed per the utility company requirements and the specified backflow preventer assembly.
9. Additional shelf angle support required that was not indicated on the shop drawings and layout plans.
10. It was intended to re-use the existing pressure and temperature probes/transmitters at the Primary Digester #2. The existing units are 23 years old, not adaptable to current technology or service. New units are required for WWTP Process Operation and Reporting.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$7,664,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 7,906,796.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: \$74,482.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$7,981,278.00

Change to CONTRACT TIME: Current with ongoing work

The CONTRACT TIME will be (increased)(decreased) by 0 calendar days.

The date for completion of all work will be March 3, 2012 (Date).

CHANGE ORDER LIST

Codes: UR-User Request;UF-Unforeseen Condition;DE-Design Error;
CR-Code revision

#	Description	Amount	Reason	Code
<u>CHANGE ORDER #1</u>				
1	Piping changes & Gas Flare Relocation	\$51,569.00	Pipe changes due to conflicts with existing underground & future pipe to be installed in Phase 2: gas flare relocation due to code changes (IEPA)	UF CR
2	Asbestos Abatement	\$4,796.00	Roof on existing building had asbestos above acceptable limits	UF
3	Frost walls for Generator Pad	\$11,776.00	Grade differences between the structure and roadway required change in design of the retaining walls to protect from weather	DE
4	Door hardware	\$7,757.00	Panic hardware added per user request	UR
5	Dumpster access pad	\$2,655.00	Install a concrete pad to be able to access dumpsters from existing bldg	UR
6	Additional concrete removal	\$11,832.00	10" thick concrete slab was found under driveway that was not included	UF
	TOTAL	\$90,385.00		
<u>CHANGE ORDER #2</u>				
1	Conduit routing changes	\$33,766.00	Several sections of conduit runs had to be re-routed or deepen to avoid conflicts with existing pipes and conduits	UF
2	Wiring & control changes	\$7,019.00	Changes result from final selection of Phase 2 equipment - large motors with different control set-ups than originally planned	UR
3	Vault extension	\$1,103.00	Electrical vault required extending 11" due to changes requested by Ameren	UF
	TOTAL	\$41,888.00		

CHANGE ORDER #3

1 Handrail modifications	\$9,388.00	Grade changes that will come with the Phase 2 work now make additional handrailing required at the Non-Potable Water and Effluent Pumping Stations	UF
2 Roofing installation changes	\$10,633.00	Upgrades to the current roof on the digester building cannot be done as designed and still be warranted. In the best interest of the plant this change will allow installation in a manner that meets warranty conditions	UR
3 Rerouting ductbank, removing existing retaining wall, and pipe repair	\$7,286.00	This item covers 3 separate issues. The first is lowering the ductbank from 88 digester area to the control building due avoid future road in phase 2. During excavation for the headworks building an abandoned line was uncovered that was leaking and had to be plugged.	UF UF
4 Credit for deletion of flame traps	(\$6,375.00)	There were 3 flame traps that were no longer necessary due to the type of valve selected	UF
5 Relocating existing utilities	\$30,139.00	Numerous existing lines in the area of the new effluent pumping station need to be relocated in order to maintain plant operations	UF
6 Rework existing lighting in digester building	\$774.00	With the modifications to the electrical in the 88 digester bldg, all existing lights had to be removed so this covered installing temporary lights for the plant operators	UR
TOTAL	\$51,845.00		

CHANGE ORDER #4

1 Relocate air line	\$6,578.00	Relocating existing air line	UF
2 Revise door closure hardware	\$227.00	Requested that the swing on one of the doors in the MCC be changed	UR
3 Re-route NPW Line around elect	\$3,643.00	Existing non potable water line needs to be re-routed to install ductbank	UF
4 Add walls to transformer foundation	\$4,746.00	Walls added to allow for installation of transformer per Ameren requirement	UF
5 Provide stainless steel enclosure for gas monitor	\$14,349.00	Gas Safety Code change calls for an exterior mounting of monitoring equip.	CR
6 Provide new roof curb for exhaust fan	\$1,659.00	Exhaust fan needed until completion of new residuals bldg so roof curb needed to be replaced so new roof could be installed	UR
TOTAL	\$31,202.00		

CHANGE ORDER #5

1 Cleaning Trusses in Digester Lid	\$4,729.00	Painting contractor cleaned trusses under the lid of the digester which was not included in their contract. Work required scaffolding that they needed for their work.	UF
2 Output Reactors for Eff. Pumps	\$9,449.00	Due to the length of run from the motor control center to the pumps output reactors are necessary. Manufacturer's recommendation.	UF
3 Relocate conduits in Existing Digester room	\$796.00	Conduits found in the floor had to be relocated to maintain SCADA system.	UF
4 Power to Headworks Garage Door	\$3,967.00	Door shown on drawings and this is to get power to it.	DE
5 Add Reinforcing to Drain	\$5,454.00	It was noticed that the reinforcing steel was not adequate for the trench drain in the Headworks Bldg. Work involved removing what was there and reinstalling. Overall cost to City is \$454 with FGI paying the remainder.	DE
6 Additional Reinforcing for Screw Pump Bases	\$3,081.00	The bases for the screw pumps require additional reinforcing steel.	UF
TOTAL		\$27,476.00	

CHANGE ORDER #6

1 New exhaust fan for 88 digester	\$21,292.00	with the other upgrades in this building, it was decided to change out the existing exhaust fan in the belt thickner room.	UR
2 Add emergency stops	\$3,924.00	added additional stop button locations	UR
3 Add power and control connections	\$5,896.00	equipment arrived with additional controls that require power and control connections (manufacturer changes)	UF
4 Provide pipe supports and wall plates	\$4,827.00	more supports & wall plates were needed than planned. Not noticed until sludge was removed from tank.	UF
5 Lateral bracing for flare platform	\$2,703.00	added additional bracing for swaying problem	UF
6 Reroute effluent piping	\$7,154.00	effluent pipe from new pump station had to be re-routed to miss existing	UF

7 Provide maintenance access deck	\$14,686.00	required by Ameren	UF
8 Modify piping for water	\$6,387.00	reworked potable water lines to fit with meter and backflow device from IAW	UF
9 Additional shelf angle wet well	\$2,148.00	add additional angles for personnel platform in wet well	DE
10 New pressure & temperature sensors in digester	\$5,465.00	existing sensors were not functioning properly	UF
TOTAL	\$74,482.00		

\$766,400.00 Total Contingency Available (10% of Contract)
\$317,278.00 Total Change Orders to Date
\$449,122.00 Contingency Remaining



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Stop Sign, S. 18 th Street at Saratoga
AGENDA DATE REQUESTED:	October 24, 2011
ACTION REQUESTED:	Authorize stop signs for both northbound and southbound traffic on S. 18th Street at Saratoga Street. Change S. 18th Street's Through Street designation to end at Saratoga Street instead of the southern city limits. This action is at the request of the Traffic Safety Committee.
BACKGROUND:	This section of S. 18th Street has a jog in the road which creates a visibility problem and the existing 30 MPH speed limit is too fast. In this particular case, the TSC believes that it is safer and more practical to use a stop sign at Saratoga with "Stop Ahead" signs in appropriate places nearby to improve the situation.
FINANCIAL IMPACT:	The installation of signs will cost approximately \$400
NEIGHBORHOOD CONCERNS:	Neighbors will likely fall on both sides of the balance between a slower/safer area with the signs vs. faster/more convenient without the signs.
IMPACT IF APPROVED:	Traffic on S. 18 th Street will be slower and more controlled.
IMPACT IF DENIED:	No change
ALTERNATIVES:	A lowered speed limit could be used, but it would need to be well over 500' long for effective enforcement.
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	[check no more than 2 boxes]
☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.
☒	A Safe Community. To protect community life and property by providing effective, principled Police and Fire services.

☐ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

☐ **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.

☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

_____ Date

City Manager

_____ Date

ORDINANCE NO. 1462-A311 – 11/12

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTIONS 9 AND 11
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS THROUGH STREET DESIGNATION
ON SOUTH 18TH STREET AT SARATOGA STREET**

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form;

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the Traffic Safety Committee reviewed the traffic speed concerns on South 18th Street at Saratoga Street at the meeting on October 7, 2011; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that the intersection of South 18th Street and Saratoga Street be a 3 way stop and signs be authorized for both northbound and southbound traffic on South 18th Street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

Control	On Street	At or From	Direction
Stop	South Eighteenth Street	Saratoga Street	north/south

2. That Title 8, Chapter 2, Section 11 be amended by deleting the following Through Control:

Control	On Street	At or From	To
Through	Eighteenth Street	James Road (Ord. No. 1462-A308-11/12 06-27-11)	southern city limits

3. That Title 8, Chapter 2, Section 11 be amended by adding the following Through Control:

Control	On Street	At or From	To
Through	Eighteenth Street	James Road	Saratoga Street

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2011; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2011

Mayor

ATTEST:

City Clerk





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Amend the Engineering Agreement with Farnsworth Group for the Compost Facility

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: To approve the amendment to the engineering agreement with Farnsworth Group dated April 25, 2011 for an additional \$36,302.12 to account for the changes in the project scope.

DESCRIPTION: This request is to amend the agreement with Farnsworth Group for the proposed compost facility. The original agreement was approved on the April 25th council meeting for \$21,290. The amended agreement includes changes in the scope of the agreement that include a cost evaluation, increased hydrogeological studies, and a more extensive storm water design.

The original agreement did not call for a cost evolution to compare the cost a between a city owned and operated facility verses contracting with another existing composting facility. The city requested this change is scope to ensure that it is in the city's best interest to own and operate the facility over a long period of time. This change in scope amounts to an increase of \$15,087.12

The increase in the hydrogeological studies is a result of the site that was selected for the proposed facility. Due to the classification of the soil at this location more stringent requirements from the IEPA need to be followed. The type of soil was not known at the time of the original agreement, therefore the additional requirement were not included. This has caused an increase in scope which costs \$14,839.00.

Also due site that was selected the storm water runoff management design becomes more extensive due to the elevation of the existing land. The land is mostly flat which causes additional design to ensure that we have positive drainage from the site. This increase in design costs \$6, 376.00.

All of these changes in scope help ensure that we have all the necessary information and documentation to complete the permitting process for the compost facility. If the amendment is not passed we will have to reevaluate the approach in which to proceed with yard waste collection.

FINANCIAL IMPACT: \$36,302.12 from the solid waste budget

NEIGHBORHOOD CONCERNS: Continue to pick up yard waste

IMPACT IF APPROVED: The project can advance to apply for the IEPA permit

IMPACT IF DENIED: Then project can't advance and the permit will not be aquired

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director: 

Date: 10/13/2011

Finance Department (Certification of Availability of Funds):

Date: 10/14/11 

Corporation Counsel:

Date:

City Manager: 

Date: 10/14/11



AMENDMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF PEKIN AND FARNSWORTH GROUP, INC.
FOR
PEKIN COMPOST FACILITY
ENGINEERING SERVICES AGREEMENT DATED APRIL 25, 2011

Additional Scope of Services

Work shall be done in accordance with the terms and conditions of the AGREEMENT FOR LIMITED PROFESSIONAL SERVICES between the ENGINEER and CITY OF PEKIN.

The amounts listed in the original Agreement, shall be increased by the following amounts to cover changes in the project scope.

Cost Evaluation: increase by a lump sum of \$15,087.12

This cost addresses the following changes to the engineering scope for this project:

Preparation and submittal of a cost comparison analysis between City-owned and operated facility versus contracting with an existing compost facility.

Analysis will identify and compare information regarding the costs associated with using the existing compost facility of LHF Compost, Inc. as well as the cost associated with building and operating a City owned compost facility.

Study included several site visits and meetings with the owner of LHF regarding its disposal fees, capacity, equipment, and associated operational issues.

Study included meetings with the City of Pekin staff to discuss different options with hauling the waste as well as identifying costs associated with its current day to day operations, review of collection truck capacities, review of routes, and options for routing to either the City owned site or the LHF Compost site.

A detailed report was put together identifying and outlining costs associated with each option including the projection of future costs associated with each option in order to determine long term costs of each option.

Hydrogeological Study: increase by a lump sum of \$14,839.00

This scope item addresses the following changes to the engineering scope for this project:

Perform Hydrogeologic Site Investigation in accordance with requirements outlined in Section 830. Appendix A of the Illinois Environmental Protection Agency regulations.

Analyze the regional and hydrogeologic setting of the facility using available resources including scientific surveys, state and federal organizations, water well drilling logs and previous investigations.

Installation of four (4) monitoring wells utilizing continuously sampled borings. Farnsworth Group will use a sub-contractor to install monitoring wells.



Analyze the site-specific hydrogeologic setting of the facility using information collected from monitoring wells.

Analyze soil characteristics, including soil types and physical properties of the underlying strata collected from soil borings.

Analyze potential pathways for contaminant migration from the Compost Facility.

Identify confining unit relative to waste constituents, water-bearing sediments, or geologic units beneath the compost facility as necessary for the completion of the Study.

Analyze direction and rate of groundwater flow including regional and local areas of groundwater discharge and recharge affecting groundwater at the facility.

Analyze water quality beneath the facility, including any potential impact on groundwater, identifying the Compost Facility expected leachate constituents. Laboratory testing will be billed directly to City and is not included in this scope cost.

Storm Sewer Design: increase by a lump sum of \$6,376.00

This scope item addresses the following changes to the engineering scope for this project:

Survey, layout, and calculations as necessary to design a new storm sewer to convey storm water from the Compost Facility Site as required by the IEPA regulations Landscape Waste Compost Facilities.

The services performed within this amendment are ongoing as part of the permitting process for the Pekin Compost Facility. Additional Services required during construction or to address unforeseen matters will be authorized by an amendment of the Original Contract dated April 25, 2011.

Owner and Engineer have caused this Agreement to be executed by representatives duly authorized to act, all as of the effective date below.

Engineer: Farnsworth Group, Inc.
7707 N. Knoxville Ave., Suite 100
Peoria, IL 61614-2014

Owner: City of Pekin
111 Capitol Street
Pekin, IL 61554

Signature

Gary W. Davis

Typed Name

Principal

Title

Date

Signature

Typed Name

Title

Date



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Farnsworth for Compost Site

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve engineering agreement with Farnsworth in the amount of \$21,290 for services to establish a compost site.

DESCRIPTION: The current agreement with D. J. Mahoney (Pekin Recycling) expires on January 15, 2012 and they have stated that they will no longer be in the business of composting yard waste. If the yard waste would be picked up with the regular garbage, if allowed, our cost for disposal would increase well beyond the price we pay for composting. Another option would be to find another operating site which would increase driving distances. Because of the nature of the site, I do not recommend that the City purchase the property but look to utilize property that is already owned. This engineering agreement will do the study to utilize property on the north side of town at the end of Brenkman Drive. With the planned use as an industrial area, this facility would be a good fit.

There are no funds dedicated in the current budget for this work but if the work isn't completed and an IEPA operating permit is not secured by January 2012, we will not have a local site to dispose of yard waste. Our options would be to either stop collecting yard waste or find some other place that will take it for us. This would definitely involve driving much further along with paying a disposal charge that undoubtedly would be somewhat higher than what we have paid in the past. Therefore, I recommend that this agreement with Farnsworth to do the study to get the site ready for IEPA permitting be approved so we will be able to keep collecting yard waste.

FINANCIAL IMPACT: \$21,290 from the solid waste budget

NEIGHBORHOOD CONCERNS: Continue to pick up yard waste

IMPACT IF APPROVED: City will have a site to dispose of yard waste for composting

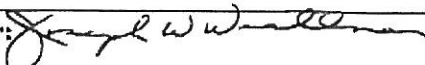
IMPACT IF DENIED: City will discontinue picking up yard waste or have to find another site that will accept it

ALTERNATIVES: stop collecting yard waste or find somewhere else to dispose of it

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director: 

Date: 4/14/11

Finance Department (Certification of Availability of Funds):

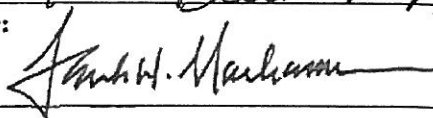
Date: 4-14-11

Corporation Counsel:

Date: 4-19-11

City Manager:

Date: 4.14.11



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective this 7th day of April in the year 2011, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH, of 7707 N. Knoxville Avenue, Peoria, IL 61614 and City of Pekin, hereinafter referred to as CLIENT, of 111 South Capitol Street, Pekin, IL 61554.

By signing this Agreement, CLIENT retains FARNSWORTH to provide professional services in connection with "Compost Site Relocation" hereinafter referred to as PROJECT.

By this Agreement, the scope of FARNSWORTH's services on the PROJECT is as follows:

A. The general scope of services for this project is the preparation and submittal of an Illinois Environmental Protection Agency (IEPA) compost facility permit application. The CLIENT proposes to own and operate the facility at a site currently owned by the CLIENT, located at the east end of Brenkman Drive, within the City of Pekin. The specific tasks proposed to be performed for the CLIENT in preparing the IEPA application include the following:

1. Site Location Map. A site location map shall be prepared for submittal to IEPA and contain the following information:
 - a) The permit area and all adjacent property, extending at least 1/2 mile beyond the boundary of the facility;
 - b) The prevailing wind direction;
 - c) All rivers designated for protection under the Wild and Scenic Rivers Act (16 USC 127 et seq.);
 - d) The limits of all 10-year floodplains;
 - e) All natural areas designated as a Dedicated Illinois Nature Preserve pursuant to the Illinois Natural Areas Preservation Act [525 ILCS 30];
 - f) All historic and archaeological sites designated by the National Historic Preservation Act (16 USC 470 et seq.) and the Illinois Historic Preservation Act [20 ILCS 3410];
 - g) All areas identified as a critical habitat pursuant to the Endangered Species Act (16 USC 1531 et seq.) and the Illinois Endangered Species Protection Act [520 ILCS 10];
 - h) All main service corridors, transportation routes, and access roads to the facility;
 - i) All residences and areas in which people congregate within 1/2 mile of the facility boundaries;

- j) The locations of all on-site potable water supply wells and all potable water supply wells within 1/8 mile of the boundaries of the facility;
 - k) The types of land use for the properties immediately adjacent to the facility (i.e., residential, commercial, industrial, agricultural, etc.). This will include any zoning classifications of these properties and the location (and function) of all buildings within 1/2 mile of the facility; and
 - l) The property line of properties that are within 1/8 mile of the nearest edge of the composting area:
 - 1) Facilities that primarily serve to house or treat people that are immunocompromised or immunosuppressed, such as cancer or AIDS patients; people with asthma, cystic fibrosis, or bioaerosol allergies; or children under the age of one year;
 - 2) Primary and secondary schools and adjacent areas that the school uses for recreation; and
 - 3) Any facility for child care licensed under Section 3 of the Child Care Act of 1969 [225 ILCS 10/3]; preschools; and adjacent areas that the facility or preschool uses for recreation.
2. Site Plan Map. A site plan map shall be prepared for IEPA submittal and will include the following information:
- a) The boundaries of the facility;
 - b) The boundaries of the composting area(s);
 - c) The property boundaries, if different;
 - d) The location of all buildings on the property and any other pertinent location data with respect to the operation of the proposed facility (i.e., utilities, water supply, fencing, access roads, paved areas, etc.);
 - e) The location of all staging and stockpiling areas for landscape waste, end-product compost, windrow bulking agents or additives;
 - f) The drainage patterns of the composting facility and surrounding areas. At a minimum, the direction of both on-site and off-site drainage, as well as the location of any ditches, swales, berms or other structures that exist or will be constructed to control runoff and leachate generated by the facility's operation will be identified; and
 - g) Proof that all authorizations, permits, and approvals required from each Bureau of the Agency have been applied for or obtained.
3. Narrative Description of the Facility. To include with the application, a narrative description, will be prepared, including:
- a) An estimate of the maximum annual volume and peak daily volume of landscape waste the facility will be able to process;

- b) Proof of the following:
- 1) The facility includes a setback of at least 200 feet from the nearest potable water supply well;
 - 2) The facility is located outside the boundary of the 10-year floodplain or the site will be floodproofed;
 - 3) The facility is located so as to minimize incompatibility with the character of the surrounding area, including at least a 200 foot setback from any residence, and at least 1/8 mile from the nearest residence (other than a residence located on the same property as the facility). In addition, the composting area is located at least 1/8 mile from the property line of each of the following:
 - a) Facilities that primarily serve to house or treat people that are immunocompromised or immunosuppressed, such as cancer or AIDS patients; people with asthma, cystic fibrosis, or bioaerosol allergies; or children under the age of one year;
 - b) Primary and secondary schools and adjacent areas that the school uses for recreation; and
 - c) Any facility for child care licensed under Section 3 of the Child Care Act of 1969 [225 ILCS 10/3]; preschools; and adjacent areas that the facility or preschool uses for recreation; and
 - 4) The design of the facility will prevent any compost material from being placed within 5 feet of the water table, will adequately control runoff from the site, and will collect and manage any leachate that is generated on the site (Section 39(m) of the Act);
- c) An operating plan, satisfying the requirements set forth in 35 Ill. Adm. Code 830.206;
- d) An early detection or groundwater monitoring system design, in accordance with 35 Ill. Adm. Code 830.Appendix A, if required pursuant to 35 Ill. Adm. Code 830.205(b)(1)(A)(iii) or 830.205(b)(2)(A)(iii);
- e) A contingency plan, satisfying the requirements set forth in 35 Ill. Adm. Code 830.212;
- f) Specification of the operating hours of the facility;
- g) The types of landscape waste that are proposed to be received by the facility;
- h) Descriptions of the storage areas (including their capacities) that will be used to stage the waste before windrowing, to store bulking agent(s) or additives and to store the end-product compost; and
- i) Description of personnel training procedures, satisfying the requirements of 35 Ill. Adm. Code 830.210.

4. Legal Description. Based on information provided by the CLIENT we will prepare a legal description of the site.
5. Proof of Land Ownership and Certificates. A certificate of ownership will be prepared to be executed by the CLIENT.
6. Closure Plan. FARNSWORTH will prepare a written closure plan to include a description of methods for compliance with all closure requirements in 35 Ill. Adm. Code 830.
7. Financial Assurance. FARNSWORTH will outline the financial assurance requirements for CLIENT's responsibility to comply with 35 Ill. Adm. Code 830.
8. Notifications. FARNSWORTH will prepare the required notification documents for the CLIENT for mailing and publication to the following:
 - a) Members of the General Assembly from the CLIENT's legislative district;
 - b) Property owners located within 250 feet of the site; and
 - c) To the general public by publication in a newspaper in the County (Pekin Daily Times).
9. Preparation of the required IEPA forms: The following forms will be prepared for submittal to IEPA:
 - a) General Application for Permit (LPC-PA1);
 - b) Application for Permit to develop a Solid Waste Composting Facility (LPC-PA6); and
 - c) Application for Permit relating to a Composting Facility for landscape waste (LPC-PA12).
10. Review Meetings: Three (3) meetings are included in the scope, including:
 - Initial "kick off" meeting to discuss proposed site and compost facility operation;
 - Draft document review with the City staff; and
 - Final review of documents prior to submittal to IEPA.
11. Items to be provided by CLIENT: The project fee assumes the following items will be provided by the CLIENT or provided as additional services by FARNSWORTH:
 - a) Permit fees;
 - b) Mailings and publications;
 - c) Legal fees;
 - d) Installation of groundwater monitoring well(s); and
 - e) Survey services if required to confirm topography.

By this Agreement, the estimated schedule for FARNSWORTH's services on the PROJECT is as follows:

- Initiate work within 15 days of execution of agreement
- Schedule "kick off" meeting within 15 days of initiating the work
- Prepare draft documents and meet with the City within 60 days following the "kick off" meeting
- Prepare final document, review with the City, and submit to IEPA within 30 days of the draft document review

By this Agreement, CLIENT agrees to compensate FARNSWORTH for providing the above services and expenses on the basis of Hourly Charges as described below in accordance with the Schedule of Charges annually adopted by FARNSWORTH:

<u>Item</u>	<u>Description</u>	<u>Estimated Fee</u>
1.	Site Location Map	\$3,200.00
2.	Site Plan Map	\$7,500.00
3.	Narrative Description	\$3,700.00
4.	Legal Description	\$ 220.00
5.	Land Certificate	\$ 200.00
6.	Closure Plan	\$ 850.00
7.	Financial Assurance	\$ 220.00
8.	Notifications	\$1,200.00
9.	IEPA Form Preparation	\$2,400.00
10.	Review Meetings/Project Management	\$1,800.00

The estimated total fee for FARNSWORTH's services and expenses on the PROJECT is:

\$21,290.00

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH

CLIENT

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

Date: April 7, 2011

Client: City of Pekin, Illinois

Project: Compost Site Relocation

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH and the above referenced Client will be referred to as CLIENT. The above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

Modification to the Agreement: CLIENT or FARNSWORTH may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH's compensation, to which CLIENT and FARNSWORTH mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH are aware that many factors outside FARNSWORTH's control may affect FARNSWORTH's ability to complete the services to be provided under this Agreement. FARNSWORTH will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH make normal progress of the work impossible. FARNSWORTH may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period

of suspension exceeds 90 days, FARNSWORTH shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH's services in connection with the Project shall not subject FARNSWORTH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH, an Illinois corporation, and not against any of FARNSWORTH's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party, or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof, or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH will be at CLIENT's sole risk, and without liability to FARNSWORTH, and CLIENT shall indemnify and hold harmless FARNSWORTH and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH.

Subcontracting: FARNSWORTH shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or

entity shall have any claim against FARNSWORTH because of this Agreement, or the performance or nonperformance of services hereunder, or reliance upon any report or document prepared hereunder. Neither FARNSWORTH nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising from any professional act, error or omission by FARNSWORTH. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and

costs incurred by FARNSWORTH, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH per FARNSWORTH's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and Farnsworth acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH's attention or which were not properly located on plans furnished to FARNSWORTH. CLIENT further agrees to compensate FARNSWORTH and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH and/or any subcontractor to take any and all measures that in FARNSWORTH's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH and/or any

subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH and/or any subcontractor shall review shop drawing submissions solely for their conformance with FARNSWORTH's and/or any subcontractor's design intent and conformance with information given in the construction documents. FARNSWORTH and/or any subcontractor shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and approve them in these respects before submitting them to FARNSWORTH and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: IDOT Participation Agreement – Gas Line Upgrade

AGENDA DATE REQUESTED: October 24, 2011

ACTION REQUESTED: Approve the Local Agency Agreement for Federal Participation with IDOT to use funding for Veterans Drive to upgrade the existing natural gas pipe line.

DESCRIPTION: During the design of the section of Veterans Drive from Broadway to Sheridan it was noted that the alignment took the road over an existing gas line. Further investigation found that this was a natural gas transmission line owned by Panhandle Eastern. The line was not constructed with a pipe that could withstand the loading of the road and therefore would need to be upgraded. We have worked with Panhandle to get the design and at the last meeting approved the agreement to go ahead with the work. This document will allow the City to utilize funds from the money received from Senator Obama and Representative LaHood to accomplish the work. Funding is an 80/20 match so the City's portion of the \$1,302,818.00 will be \$260,600 which is covered in the budgeted amount for Veterans Drive.

I recommend that this agreement be approved.

FINANCIAL IMPACT: \$260,600 for the approved budget for Veterans

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow the use of the federal funding received for Veterans Drive North.

IMPACT IF DENIED: Work will still need to be completed and the cost would have to come completely from capital funds.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Director:**

Date: 10/10/11

Finance Department (Certification of Availability of Funds):

Date: 10-10-11

Corporation Counsel:

Date:

City Manager:

Date: 10/10/11

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Pekin	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 10-00169-00-RP	Fund Type HPS		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-004-11	HPP - 1749(102)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location					
Local Name	Veterans Drive	Route	FAU 6768	Length	1.0 miles
Termini	Broadway Road to Sheridan Road				
Current Jurisdiction	City of Pekin		Existing Structure No	N/A	

Project Description
 Utilities work includes building the by-pass gas line in advance of the roadway construction project.

Division of Cost							
Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities	1,042,400	()		()	260,600	()	1,303,000
Materials							
TOTAL	\$ 1,042,400		\$		\$ 260,600		\$ 1,303,000
80% HPS funds not to exceed \$1,042,400.							
Bill No. 1749 - LaHood for \$800,000 & Bill No. 4080 - Obama for \$4,000,000.							

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation
 By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)
 METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B---_____ Monthly Payments of _____
 METHOD C---LA's Share balance _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map and Number 2 Pipe Line Agreement

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Laurie Barra

Name of Official (Print or Type Name)

Mayor of City of Pekin

Title (County Board Chairperson/Mayor/Village Presiden/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6002169 conducting business as a Governmental
Entity.

DUNS Number 060859394

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date _____