



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF SEPTEMBER 28, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty Dunn

III. ROLL CALL
Clerk to Call the Roll

IV. APPROVAL OF AGENDA
ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: Motion to approve minutes of Regular Council Meeting of September 14, 2009 and Council EDAC Work Session September 2, 2009.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

1. **Charitable Solicitation:** Benefit Jean McGlothlin Pekin AMVETS October 17, 2009
2. **Receive and File Bids** for Sidewalk Project Derby Street Opened September 22, 2009 @ 10:00
3. **Receive and File** Zoning Board of Appeals Minutes Dated September 9, 2009
4. **Receive and File** Pekin Planning Commission Minutes Dated September 9, 2009
5. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #09-1782 – Recommends to deny the Special Use Request for a Paint Ball Facility located off Parkway Drive PIN # 04-04-25-100-022 from Michael McKinley
 - b. Hearing #09-1783 - Recommendation to approve the Site Plan for a Paint Ball Facility Located off Parkway Drive #04-04-25-100-022

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. **PRESENTATION:** *Waste Water Treatment Plant Upgrades and Expansion*
DESCRIPTION: *Farnsworth Group report on designs steps to reflect EPA requirements to comply with NPDES permit*
PRESENTERS: *Patrik Sheridan*

IX. UNFINISHED BUSINESS

1. **Ordinance No. 1462-A293 – 09/10 – An Ordinance Amending Title 8, Chapter 4, Section 1.D of the Code of the City of Pekin Regarding No Parking Schedule Cul-De-Sacs**
DESCRIPTION: *Traffic Safety Committee recommendation to restrict parking in all cul-de-sacs with a radius of less than or equal to 100 ft. Laid over from the Council meeting of September 14, 2009 to receive comments from the public.*

(JW)

ACTION: *Motion to adopt the Ordinance.*

VOTE REQUIRED

X. NEW BUSINESS

1. **Amendment to Farnsworth Design Agreement for Phase I Upgrades**
DESCRIPTION: *Improvements to existing items at Waste Treatment Plant necessary to allow plant to function while expansion construction takes place.*

(JW)

ACTION: *Motion to approve the amended agreement not to exceed \$16,400.00.*

VOTE REQUIRED

2. **Site Plan**
DESCRIPTION: *Recommendation of the Pekin Planning Commission to approve the site plan for a Paint Ball Facility Paint Ball Facility located off Parkway Drive #04-04-25-100-022*

(JW)

ACTION: *Motion to approve the Site Plan as recommended by the Planning Commission.*

VOTE REQUIRED

3. **Special Use**
DESCRIPTION: *Recommendation of the Pekin Planning Commission to deny the special use for a Paint Ball Facility located off Parkway Drive PIN # 04-04-25-100-022 from Michael McKinley.*

(JW)

ACTION: *Motion to deny the Special Use Request as recommended by the Planning Commission.*

VOTE REQUIRED

4. **Programmatic Agreement for Historic Properties for Veterans Drive North**
DESCRIPTION: *Acceptance of an agreement for Historic Properties with the Federal Highway Administration, Illinois Department of Transportation, and the Illinois Historical Preservation Officer for the proposed corridor for Veterans Drive Broadway to 1474*

(JW)

ACTION: *Motion to approve the Agreement.*

VOTE REQUIRED

5. **Bid for the Derby Street Sidewalk Project** (JW)
DESCRIPTION: Improvement includes pavement and curb removal, excavation, construction of sidewalk/ramp/transition, and detectable warning surface.
ACTION: Motion to approve the low bid in the amount of \$100,716.00 and award the contract to P.A. Atherton Construction, Inc.
VOTE REQUIRED
6. **Bid for Parkway Drive Resurfacing** (JW)
DESCRIPTION: Bids were received by the Illinois Department of Transportation to mill and resurface Parkway Drive from Court Street to Willow Street. R.A.Cullinan and Son submitted the low bid \$437,529.00 which was \$8,038.50 below the engineers estimate. The City of Pekin expense of \$5,252.30 plus the American Reinvestment and Recovery Act (ARRA) dollars received in the amount of \$432,276.70 are to be used to fund the project.
ACTION: Motion to concur with the low bid of \$437,529.00 and award the contract to R. A. Cullinan & Son and to approve the expenditure of \$5,252.30 to complete the project.
VOTE REQUIRED
7. **2009 Heartland Water Resources Council Dues** (DK)
DESCRIPTION: Public and Private Partnership to spearhead involvement in Illinois River Restoration efforts. Recommendation is to remain financially involved as "regional support." Recommendation is to approve 1/2 of the \$5,000 requested annual dues.
ACTION: Motion to approve the expenditure in the amount of \$2,500.00
VOTE REQUIRED
8. **Ordinance No. 2595-09/10 – Amending the Package Liquor Tax** (JSW)
DESCRIPTION: Modification to the remittance of the 2% tax to compensate the retailers who participate in the collection and payment of the tax.
ACTION: Motion to adopt the Ordinance.
VOTE REQUIRED
9. **City of Pekin Policy No. 12 Amended - Pekin Economic Development Advisory Committee Charter** (SB)
DESCRIPTION: Proposed change will establish the Pekin Economic Development Investment Fund (PEDIF) as recommended by the Economic Development Advisory Committee.
ACTION: Motion to adopt amendment to City of Pekin Policy No. 12.
VOTE REQUIRED
10. **City of Pekin Policy No. 16-09/10 – Paid Commissions of City Owned Property at Riverway Business Park** (SB)
DESCRIPTION: Provides for an incentive to local real estate companies to sell property in RWBP.
ACTION: Motion to adopt Policy No. 16-09/10
VOTE REQUIRED

XI. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XII. EXECUTIVE SESSION

5 ILCS 120/2 (c) 5. *The purchase or lease of real property for the use of the public body.
Land acquisition.*

5 ILCS 120/2 (c) 6.
The setting of a price for sale or lease of property owned by the public body.

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XIII. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 09-11-2009
 Address of Organization 21789 E CR 2300 W Havana, IL
 Telephone Number 309-363-9442 62644
 Name, Address and Telephone Number of person filling out form:
Bridget Allen, 309-363-9442, 21789 E CR 2300 W Havana
2. Name, Title and Address of Principal Executive Officer of Organization: Benefit for Jean McGlothlin
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: _____
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: _____
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Calling on businesses for donations for raffle & auction
6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
<u>Allen</u>	<u>Bridget</u>	<u>F</u>	<u>08-14-77</u>	
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):
Personal Benefit

Hosted By:
CRAZY COUNTY BAND

BENEFIT FOR JEAN MCGLOTHLIN

Jean McGlothlin was diagnosed with Pancreatic Cancer, Trousers Syndrome. This is the second battle for her. We recently were informed by her doctors that this is her final battle. All money raised will go towards the cost of medical expenses, household bills and funeral expenses.

The Benefit will be held at the:

PEKIN AM VETS

OCT 17, 2009

1426 S. 2ND STREET

1:00 P.M. - ?

PEKIN, IL 61554



HOG
ROAST

MULTIPLE

BANDS

RAFFLES

AUCTION

BAKE
SALE

KARAOKE

**BID TABULATIONS
TO COMPLETE
SIDEWALK PROJECT DERBY STREET**

OPENING SEPTEMBER 22, 2009 @ 10:00 A.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
R. A. CULLINAN & SON	P.O. BOX 166 TREMONT, IL 61568	YES	\$114,270.65
HEIN CONSTRUCTION CO., INC.	9130 INDUSTRIAL ROAD PEORIA, IL 61615	YES	\$117,941.25
ILLINOIS CIVIL CONTRACTORS INC.	420 PINECREST DRIVE EAST PEORIA, IL 61611	YES	\$132,735.10
C & G CONCRETE CONSTRUCTION CO., INC.	1906 MEADOWS AVE EAST PEORIA, IL 61611	YES	\$100,940.50
P.A. AHTERTON CONSTRUCTION, INC.	96 EICHHORN ROAD SPRINGBAY, IL 61611	YES	\$100,716.00
STARK EXCAVATING, INC.	1805 W. WASHINGTON BLOOMINGTON IL 61701	YES	\$143,326.60

ESTIMATE \$122,000.00

Public Works Engineer Mike Guerra

Pekin Zoning Board of Appeals
September 9, 2009

Present:

Marilyn Kelso
Mary Lanane
Gary Sciortino
David Moehring, Vice Chairman

Absent:

Bob Barra

Staff Present: Ron Sieh

David Moehring, Vice Chairman led the pledge of allegiance.

David Moehring, Vice Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

David Moehring, Vice Chairman asked for approval of the Agenda.

MOTION by Marilyn Kelso seconded by Gary Sciortino to approve the Agenda as presented. On roll call vote, all present voted **AYE**.

MOTION APPROVED.

David Moehring, Vice Chairman asked for approval of the July Meeting Minutes.

MOTION by Gary Sciortino seconded by Mary Lanane to approve the July Meeting Minutes. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

Correspondence: 13 Letters were sent out. (2) Responses were received by phone. Carolyn Tomsha, 1802 Valencia is opposed & Kelly Matthew, 1813 Valencia is opposed due to interference with her cell phone reception.

Hearing #1: Mark & Debra Habberfield, Owner of Property, a variance to install a 40' High Ham Radio Antenna Tower that has the capability to telescope down to 22' in height but still needs a variance of 20' because it does not meet current code in a residential area by City Code located at 1806 Valencia Place in Tazewell County.

Open Public Hearing: 5:15PM

Mark Habberfield stated his case explaining the versatility of the antenna. He explained his choices of placement coordinating with the diagrams. He remained present for questions.

Mary Lanane asked if the issue was the location of the antenna or just the height.

Ron Sieh stated the height is really the issue. The code has never been updated for a fall radius on a radio tower. It has been on a wind generator. The code reflects when they still had guide wires to hold the towers up. This tower is better as it stands on its own, telescopes down and tilts over for storage.

Ron Sieh also stated Mr. Habberfield has offered to help re-write the code regarding Radio Towers. He checked with Taz-Com to make sure the frequencies would not collide.

Marilyn Kelso asked if a person was totally dependent upon a cell phone would the antenna interfere with 911 locating that persons address?

Ron Sieh said he could not answer that question.

Mark Habberfield responded it would not.

Dave Moehring stated he lives out by this area and stated the Sunset area has a problem with cell phone interference period.

Close Public Hearing: 5:20PM

MOTION by Marilyn Kelso seconded by Mary Lanane to approve the variance request for a 40' Ham Radio Antenna and the two objective responses be notified of such action. On roll call vote, all present voted **AYE**.

New Business: Election of Officers

MOTION by Marilyn Kelso seconded by Mary Lanane to move that Dave Moehring step up as Chairman of the Board. On roll call vote, all present voted **AYE**.

MOTION by Dave Moehring seconded by Mary Lanane to move that Gary Sciortino serve as Vice Chairman of the Board. On roll call vote, all present voted **AYE**.

MOTION by Mary Lanane seconded by Marilyn Kelso to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:26pm

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes
September 9, 2009

Present:	Absent:
Jim Bradshaw	Kyle Peebles
Steve Huey	
Don Hild	
Bill Craig, Chairman	
Scott Plotner, Vice Chairman	
Dick Cohenour	
Ron Knautz	
Jim Jones	

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.

Chairman Bill Craig announced that the Commission has two new members. He asked Jim Jones to introduce himself and give a brief history of his experience.

Staff Present: Ron Sieh and City Attorney Burt Dancey.

Chairman Bill Craig asked for approval of the Agenda.

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

Chairman Bill Craig asked that the July minutes be tabled due to the exclusion of them in the packets. Approval will take place at the next meeting.

MOTION by Dick Cohenour, Seconded by Steve Huey to Table the July minutes until the next meeting. On roll call vote, All present voted AYE. MOTION APPROVED.

City Council Action Report:

July 13, 2009 Council Meeting:

Mayor Rusty Dunn appointed Kyle Peebles to the Commission to fill the unexpired term of Michele Long until May 15, 2011.

July 27, 2009 Council Meeting:

Received and Filed the July 8, 2009 minutes.

Approved the following Hearings: 09-1778 / The rezoning of property East of Veterans Drive and North of Broadway Road from B-1 (Local Business District) to B-3 (General Business District)

09-1779 & 09-1780 / The Site Plan and Special Use for a Veterinary Clinic with Kennels inside for property on Broadway Road East of Veterans Drive

09-1781 / Changes to the Code for Signs in a B-2 Zone as follows:

9-10-8-G adding paragraph

5) Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awnings or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement

edge.

9-10-9-B adding paragraph

1) String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

PPC Correspondence: (7) Letters were sent out to surrounding properties. (1) Phone call expressing dismay regarding the project.

Application #1: Michael Mckinley/Entrepreneur

Hearing #1 (09-1782 & 09-1783): Site Plan and Special Use for a Paintball Facility located off Parkway Drive with a Legal Description of all that portion of the E ½ NW ¼ and East of Marigold Estates Phase 10 and The property shown in Plat Book XX page 43 shown on Tax Map as Pin # 04-04-25-100-022 and being 11.43 acres on said Tax Map in Tazewell County, Illinois.

Open Public Hearing: 6:43pm

Mike Mckinley, 4124 N Rochelle, Peoria, IL presented his proposal stating his plans include keeping the large foliage of woods that exists and adding more wooded foliage closer to the frontage road to keep a park resemblance and create more of a buffer for the public and Marigold Subdivision. The property is in a bowl which creates a lower sound elevation that would eliminate the carrying of noise. The perimeter of the course will be surrounded by 20' High ASTM certified safety netting and will also serve as a buffer. Paintballs do not travel a long distance because of their weight. They do travel a distance of 250' per second. That is the purpose of the safety netting. The target age group is 20-40yrs. 80% are males. Biggest groups that play this game are Christian youth groups. Some businesses use it for team building. Until the business is established the hours of operation would be Saturday & Sunday from 9am-5pm. The only time it would only be open during the week by reservation for Corporation team building.

Eric Heath, 2633 Arlington Circle, stated he had concerns with the facility in his backyard, the type of noise and crowd this activity would generate. Has no desire to view the netting on a daily basis. Also feels the property value would diminish and would affect the sale of the current empty lots.

Tom Bresnahan, 2612 Arlington Circle, stated he has no desire to reside next to this facility due to the added traffic, noise and language it would generate.

Jay Wendelin, 2632 Sydney Pl, stated the area is not an appropriate place for this type of facility not to mention the noise and language it would generate. Deck overlooks the area for the proposed facility fear of paintballs being shot up into his property.

Carl Powell, 2629 Arlington Circle, had concerns for the noise generated by the players affecting the animals on the nearby horse farm. He was dismayed by the possible junk that would be used for barriers which would encourage rodents to migrate to the area for shelter.

Mike Ghidina, 2616 Sydney Pl, Feels the facility would be less than desirable in this area not to mention the noise and waking up to hearing a paintball war. He also feels the paint ball war would not end at the facility but would be carried over into other areas and cause recurring damage at the City's expense.

Bill Hoch, 2620 Arlington Circle, Stated he has no desire to reside next to this facility. His other concerns are with the diminishment of wildlife in the area and the TCRC Handicap resident's safety.

Close Public Hearing: 6:53pm

Special Use Review Committee: Steve Huey, Chairman

Scott Plotner stated he is familiar with Paintball and it is not as loud as indicated by the residence of that area.

Steve Huey turned it over to the commission due to no sub-committee meeting.

Chairman Bill Craig asked Staff what the Cities Comprehensive Plan was for this area.

Ron Sieh stated mixed use Residential.

Dick Cohenour asked what the current zoning was on this property.

Ron Sieh stated it is Agricultural.

Steve Huey stated that the core point being the City never intended anything commercial being placed in this location. If the commission were rezoning this area for Commercial use a buffer would be put in place because it currently does not exist.

Jim Bradshaw stated the purpose of the commission is to try and look into the future of the development of this property whether it is today, a month or ten years from now. Logistics state the Cities comprehensive plan and surrounding developments are to be residential and not for a Commercial facilities.

Don Hild stated that it could never be residential because of its location in a flood plain. However he agrees a buffer does not exist. A few years ago someone planned to develop condos with the garages underneath but it was too costly.

Steve Huey said grading could be done and development could be done closer to Parkway. The point is we have a residential area where people have bought homes and trust that we will not allow something like this to be added. If we approve this facility we are violating their trust.

Ron Knautz stated he agrees. He lived next to a golf course where he heard the languages the residences are concerned with at 6am. Feels there should be some other area in the City that could be used for this purpose.

MOTION by Steve Huey, seconded by Jim Bradshaw to Deny the Special Use for the Paintball Facility for the property located off of Parkway to the City Council. On roll call vote, All present voted AYE.

Site Plan Use Review Committee: Don Hild, Chairman

Don Hild turned it over to the commission due to no sub-committee meeting.

Dick Cohenour asked if this area was positively in a flood plan and it could be built upon.

Ron Sieh responded that yes it is in a flood plain. Yes, it could be built upon as long as protocol was followed for flood plains.

Jim Bradshaw questioned the number of parking spaces.

Ron Sieh stated that yes the 50 parking spaces are sufficient .

Jim Jones inquired about the entrance and the ability to see over the hill on Parkway.

Ron Sieh stated it would be across from the Dog Park entrance .

MOTION by Jim Bradshaw, seconded by Dick Cohenour to Approve the Site Plan for the Paint Ball Facility for the property located off of Parkway to the City Council. On roll call vote, (5) Five present voted AYE. (3) Three (Steve Huey, Jim Jones & Ron Knautz) present voted NAYE.

Bill Craig stated to the applicant that the Commission is a recommending body and approval of the request will take place at the City Council meeting on September 28, 2009 at 5:30pm.

Informal:

Ron Sieh - Presented a proposed subdivision for next months meeting. There are some Flag lots to limit access. Entrances are being limited onto Broadway and Veterans to eliminate the same problem that has occurred on Parkway. General consensus of this subdivision as is. (5)deny - (2)mixed - (1)approve / No sewer, not zoned or being developed properly.

Attorney Burt Dancey - Review of Special Use
Tabled until next meeting.

MOTION by Ron Knautz, seconded by Dick Cohenour to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:50pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
September 9, 2009

HEARING #09-1782

The Pekin Planning Commission recommends to Deny the Special Use for a Paint Ball Facility for the property located off of Parkway with the Legal Description of all that portion of the E ½ NW ¼ and East of Marigold Estates Phase 10 and The property shown in Plat Book XX page 43 shown on Tax Map as Pin #04-04-25-100-022 and being 11.43 acres on said Tax Map in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
September 9, 2009

HEARING #09-1783

The Pekin Planning Commission recommends to Approve the Site Plan for a Paint Ball Facility for the property located off of Parkway with the Legal Description of all that portion of the E ½ NW ¼ and East of Marigold Estates Phase 10 and The property shown in Plat Book XX page 43 shown on Tax Map as Pin #04-04-25-100-022 and being 11.43 acres on said Tax Map in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Wastewater Treatment Plant #1 Upgrades

What is Needed?

What are we doing and why?

What is needed?

Replacement of aged and/or failed components

- Equipment that has operated beyond its design service life
- Components that are severely deteriorated or at/near failure
- Components not serviceable (older technology or no longer made)
- Components with inadequate capacity for future needs
- Operator safety concerns
- High manual operator maintenance staff requirements (and associated cost)

Meeting a fundamental infrastructure need of the community

- Current population demands
- Projected 20 year community growth needs/demands
- A small allowance for industrial/heavy commercial demand/growth

Complying with U.S. Environmental Protection Agency (USEPA) and Illinois Environmental Protection Agency (IEPA) under the Clean Water Act.

- Required treatment capacity and treatment process capability for current and projected population and service area.
- National Pollution Discharge Elimination System (NPDES) Standards

- Biochemical Oxygen Demand
- Suspended Solids
- Nitrogen (Licensing Standard)
- Dissolved Oxygen
- pH (Stabilization)
- Phosphorous (Future)
- Trash/Debris – Floatables
- Disinfection
- Sewage Collection and Treatment

Combined Sewer Outflows (A major deficiency at Pekin and highly inter-related to the Sewage collection and treatment system). USEPA and IEPA mandates to address and resolve Combined Sewer Overflow.

IEPA: CSO Control Policy Requirements to be concurrently resolved with the NPDES Requirements due to the high level of inter-relationship of the sewage/CSO Systems.

D. Flood Protection

- The facility has major processes located and subject to flooding under elevated river levels. This is a deficiency that was built into the sewage treatment plant within its original construction in the 30's.
- Creates system backups
- CSO Overflows (raw sewage to River)
- Basement Flooding (raw sewage)
- Collection System deposition and clogging
- Damages or destroys plant equipment
- Repairs and/or emergency piecemeal response by staff to attempt to protect the plant
- Flooded facilities are failed facilities that can't protect the community needs.

Precepts of the past and environmental or Public Safety issues prevalent with initial construction of the Plant in the 30's or improvements done before inception of the Clean Water Act cannot be applied today. Current standards must be met.

WHAT ARE WE DOING AND WHY?

A. Goals

1. Meet community Wastewater Treatment demands. A fundamental infrastructure component needed to sustain and grow a viable and progressive community.
2. Comply with Federal and State Requirements
 - Comply with current capacity and capability requirements
 - Comply with current NPDES requirements (Water quality and treatment standards)

- Design for the ability to address anticipated future NPDES requirements and water quality standards (ie. Don't spend money on what is not needed now, but provide flexibility to adapt treatment or add processes for future requirements).
3. Solve the flooding problem
 - Provide reasonable flood protection and the ability to keep the facility operational when it is needed the most and comply with current IEPA Title 35 design requirements.
 4. Solve the Combined Sewer Overflow Problem
 - Develop a phased plan to meet the USEPA and IEPA mandated requirements.
 - Design improvements at the plant that integrate with those improvements
 5. Use conventional, proven technologies
 6. Use competitive equipment components/vendors that are anticipated to remain active into the future.
 7. Use conventional computer automation for monitoring, collecting and reporting mandated data, and to minimizing staff growth beyond current levels (Providing the operator with standard tools to do more with less, by reducing nuisance manual tasks.)
 8. Basically to: (1) Solve the problem, (2) meet the need, and (3) comply with regulatory mandates in a reasonable and cost effective manner.

WHAT HAS HAPPENED SO FAR?

1. Facility Plan Study
 - Required by IEPA and completed through Phase 2 of the WWTP improvements.
2. Long Term Control Plan
 - Required by IEPA. A comprehensive phased plan to meet the mandated requirement to reduce combined sewer overflows into the Illinois River.
3. Phase 1 WWTP Improvements
 - Design is completed and awaiting permit approval to bid construction of the project
 - Low interest loan funding application submitted to the IEPA.

Conclusion

Are we building a Cadillac? NO!

Public Works is upgrading Pekin's system to current industry and regulatory standard...doing only what is needed to get the job done.

Upgrades are to meet fundamental requirementssomething that is not being done or cannot be done now with the existing aged or deficient WWTP infrastructure.

General questions/discussion as needed with slides of the overview plans for:

- General System Overview WWTP Improvements
- General System Overview LTCP (CSO) Improvements

ORDINANCE NO. 1462-A293 - 09/10

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
CUL-DE-SACS**

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

WHEREAS, the Traffic Safety Committee addressed parking concerns in cul-de-sacs at the Traffic Safety Meeting of September 4, 2009; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking in cul-de-sacs with a radius of less than or equal to 100 ft., and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code NO PARKING SCHEDULE

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

1. That Title 8, Chapter 4, Section 1. D, be amended by deleting the existing No Parking Schedule dated August 24, 2009 in its entirety, and inserting the No Parking Schedule dated September 14, 2009 attached hereto and incorporated herein by this reference.

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 _____, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2009.

Mayor

ATTEST:

City Clerk

MEASUREMENT OF ALL CUL-DE-SACS IN PEKIN

Measurements were taken using a measuring wheel. The diameters of the cul-de-sacs were from curb to curb or from the edge of the pavement to the edge of the pavement. All measurements were rounded up to the nearest foot and are within plus or minus two feet of accurate, due to either obstructions in the measuring or simply not running through the exact middle of the radius. All the data was compiled by the Pekin Fire Department.

STREET	MEASUREMENT
5 th	47
7 th	78
8 th	50
Alameda	80
Alfs	80
Alhambra	79
Amber	80
Anderson	80
Aspen	80
Autumn	80
Autumn Ridge	80
Black Oak	81
Brentwood	80
Briarcliff (E)	80
Briarcliff (W)	84
Brooklawn	80
Cand-Lind	83
Cape	80
Cattail Cove	80
Circle	93
Cordova	78
Crimson	80
Delaware	80
DeSoto	80
Dogwood (N)	80
Dogwood (S)	78
Dominion	84
Donna	34
Eagle Bend	78
East Shore	56
Eisenhower	80
El Camino (E)	33
El Camino (W)	80
Fenley	80
Fox Point	83
Frontage	94
Gale	80
Galvin	80
Georgetowne	89
Grandlake	100
Grandview (E)	100
Grandview (W)	100
Grove Place	80
Hardt	80
Hickory	80
High Point	79
Hillside	80
Holly	100

STREET	MEASUREMENT
Hope	80
Jefferson	59
Jessica	83
Joan	50
Lakecrest	80
Liberty	80
Lisa	76
Mariana	80
Market	60
Maryland	80
Memorial	76
Monticello	80
Mt. Vernon	80
Nighthawk	78
Northlake	81
Oak Hill	93
Oakwood Ct.	80
Park Ridge	80
Pecan	100
Pilgrim	76
Pioneer	78
Point East	80
Potomac	89
Renshaw	63
Reuling	49
Richardson	49
Scenic View	80
Sierra	80
St. Clair (N)	95
St. Clair (S)	80
Sunny Ridge	80
Thrush	46
Timber	80
Tripp-Zach	83
Truman	80
Valencia	78
Valle Vista	80
Vicksburg	80
Vienna	80
Vista Del Rio	80
Vista Grande Ct.	78
Wildwood Ct.	80
Wildwood Dr.	84
Windsor	80



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Amend Farnsworth Design Agreement for Phase 1 Upgrades

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve amendment to the design agreement with Farnsworth Group for Phase 1 design for a not to exceed amount of \$16,400.

BACKGROUND: Work has been ongoing on the design of the Phase 1 Upgrade portion of the Waste Water Treatment Plant for about 2 years. Now that the construction plans have been finalized, a few existing items need work in order to continue functioning while construction takes place.

First is work required to the 64 Digester wall reinforcing bands. These bands have deteriorated to the point where they no longer are securing the wall of the digester tank. This tank will have to be put back into operation in order to do the scheduled work on the 88 Digester for upgrade to sludge mixing system and roof. Work will include drawings and specifications for new bands and support items. Once this tank has been repaired, it will be fully operational and then along with getting the sludge mixing system upgrade in Phase 2 will provide the necessary digestion capabilities in support of the overall plant expansion.

Next is bracing for the south secondary clarifier to protect it during the construction of the new headworks structure and piping. Due to existing poor soils conditions, there is concern that the work may cause excessive settling on the south side of the clarifier. There are existing structures and piping that will need to be removed in order to build the foundation for the headworks structure. This work will remain and become part of the Phase 2 work.

Finally, getting all the various drawings pulled back into a single Phase 1 package for bidding. We had requested splitting the work into two phases in order try and get moving on the work. However with the numerous delays in getting IEPA approval and the construction permit there is greater benefit doing the work in total versus phasing both from an operational standpoint and potential stimulus funding availability.

I recommend approval of this amendment as the work it covers is crucial to getting the Phase 1 work underway.

FINANCIAL IMPACT: \$16,400 from the sewer fund miscellaneous engineering fees.

NEIGHBORHOOD CONCERNS: Reliability of the City's Waste Water Treatment Facility to handle treatment of sanitary sewage.

IMPACT IF APPROVED: Design work for the Phase 1 Upgrades will be complete and ready to go out for bidding once the IEPA gives their approval and releases the construction permit.

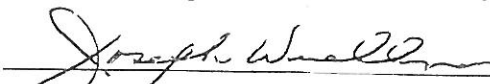
IMPACT IF DENIED: Design work will stop on the items listed and delay progress on Phase 1.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Quality of Life

REQUIRED SIGNATURES

Department Director

 8/31/09
Date

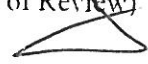
Finance Department

 8-31-09
(Certification of Availability of Funds) Date

Corporation Counsel

 9-22-09
(Certification of Review) Date

City Manager


Date



AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 3

Amendment No. 3 is effective this 14th day of September in the year 2009 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT. Amendment No. 3 modifies the agreement dated November 12, 2007 and Amendment No. 1 dated April, 28, 2008 and Amendment No. 2 dated November 28, 2008.

The Scope of Services to be provided under Amendment No. 3 is as follows:

1. Prepare design plans and specifications for repair of deteriorated structural banding on the 1964 digester and include in the Phase 1 WWTP project documents. The digester is currently inoperable until repaired and is required to be in service for the Phase 1 construction work.
2. Revise the Plans, Specifications and Bid Documents to remove the Phase 1A/1B breakout prepared under initial direction and funding considerations. The Phase 1 project will now be funded under the IEPA Low Interest Loan Program.
3. Review alternatives and provide the lowest cost method to provide temporary bracing on the existing South Activated Sludge Tank (to be removed and replaced in the Phase 2 WWTP Improvements) due to earth loading at the exterior of the Phase 1 Improvements Headworks (to be constructed above flood level).

The Schedule for these services is as follows:

Initiate Design	15 September 2009
Complete Design and Construction Documents	15 October 2009

The fee for the Amendment No. 3 Design will be a lump sum fee of \$16,400.00.

The Amendment No. 3, Amendment No. 2, Amendment No. 1 and the original Agreement represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.

Signature

Patrik J. Sheridan, P.E.

Typed Name

Engineering Manager

Title

Date

8/28/2009

City of Pekin

Client

Signature

Rusty Dunn

Typed Name

Mayor

Title

Date

City of Pekin Phase 1 WWTP Pre- Bid Contract Document Revisions					
2009 Schedule	Digester Banding repair Design, Plans and Specifications Structural	Phase1A/Phase 1B Breakout Elimination for Single project with Alternates	Structural Bracing option at the Existing South Activated Sludge Tank until Phase 2 Construction Design, Plans, Specifications	Project Budget Summary	
	COST/ HOUR	Estimated Hours	Total Item	Estimated Hours	Total Item
Principal	\$163.00		\$0.00		\$0.00
Professional Manager	\$140.00	20.0	\$2,800.00	8.0	\$1,120.00
Senior Project Professional	\$129.00		\$0.00		\$0.00
Project Professional	\$116.00		\$0.00		\$0.00
Senior Engineer Professional	\$105.00		\$0.00		\$0.00
Professional	\$100.00		\$0.00		\$0.00
Professional Intern II	\$93.00		\$0.00		\$0.00
Professional Intern I	\$85.00		\$0.00		\$0.00
Senior Project Designer	\$126.00		\$0.00		\$0.00
Project Designer	\$113.00		\$0.00		\$0.00
Senior Designer	\$106.00		\$0.00		\$0.00
Designer	\$101.00		\$0.00		\$0.00
Computer Specialist	\$100.00		\$0.00		\$0.00
Chief Technician	\$93.00	48.0	\$4,464.00	8.0	\$744.00
Senior Technician	\$81.00		\$0.00		\$0.00
Technician II	\$74.00		\$0.00		\$0.00
Technician I	\$55.00		\$0.00		\$0.00
Administrative Support	\$55.00	4.0	\$220.00	4.0	\$220.00
Field Car & Equipment	\$10.00		\$0.00		\$0.00
Expenses					
Personal Car (Miles)	\$0.57	50.0	\$28.50		\$0.00
Mailings/UPS/Copies	L S	50	\$50.00		\$0.00
Subsistence (#meals)	\$15.00		\$0.00		\$0.00
Lodging (#nights)	\$100.00		\$0.00		\$0.00
Prints	L S		\$100.00		\$0.00
Geotechnical	L S		\$0.00		\$0.00
CADD Computer (per hour)	\$10.00		\$0.00		\$0.00
GPS Equipment (per day)	\$440.00		\$0.00		\$0.00
Robotic Total Station (per hour)	\$22.00		\$0.00		\$0.00
Miscellaneous equipment/tools	L.S.		\$0.00		\$0.00
TOTALS			\$7,562.50		\$2,184.00
					\$6,662.00
					\$16,408.50
					\$16,408.50

Date: August 28, 2009

Client: City of Pekin, IL

Project: STP #1 Improvements Amendment
#3

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend and/or terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. The Client shall pay all costs of collection including reasonable attorney's fees.

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.

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.

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

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI 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. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

Opinions of Cost: Since FGI 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, FGI's opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

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.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the first page of this Agreement until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

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

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

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

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

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI 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.

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 the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

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

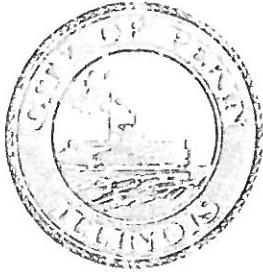
Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI 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 Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing 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 Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or 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.

Additional Provisions: Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special-use paint ball facility on N. Parkway Drive

AGENDA DATE REQUESTED: September 28, 2009

ACTION REQUESTED: Recommend that you concur with Planning Commission recommendations to approve site plan and deny special-use for paint ball facility.

BACKGROUND: The parcel of land in question is approximately 11 acres in which is partially located in a flood plain. The parcel has been for sale for several years with allot of interest. The City has reviewed several conceptual site plans for proposed developments, such as multi-family, but due to the cost of dealing with the flood plain requirements the proposed developments have not made it past the conceptual phase.

FINANCIAL IMPACT: Steady or a possible increase in sales tax revenue.

NEIGHBORHOOD CONCERNS: Neighbors are concerned about the noise, location of the facility, traffic created by the facility and the impact on the home values.

IMPACT IF APPROVED: The neighbors would be very upset.

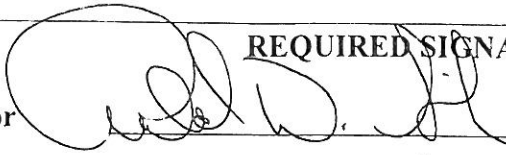
IMPACT IF DENIED: None

ALTERNATIVES: Find a site more appropriate for this type of facility and one that fits into the comprehensive plan.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation, High Quality of Life and an Effective Government

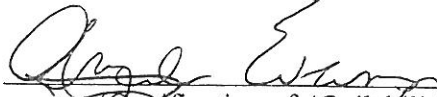
REQUIRED SIGNATURES

Department Director



9/22/09
Date

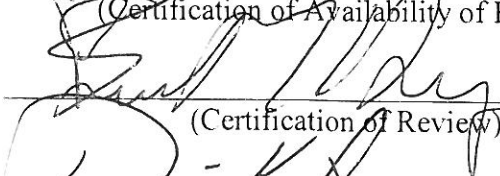
Finance Department



(Certification of Availability of Funds)

9-22-09
Date

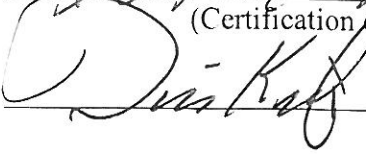
Corporation Counsel



(Certification of Review)

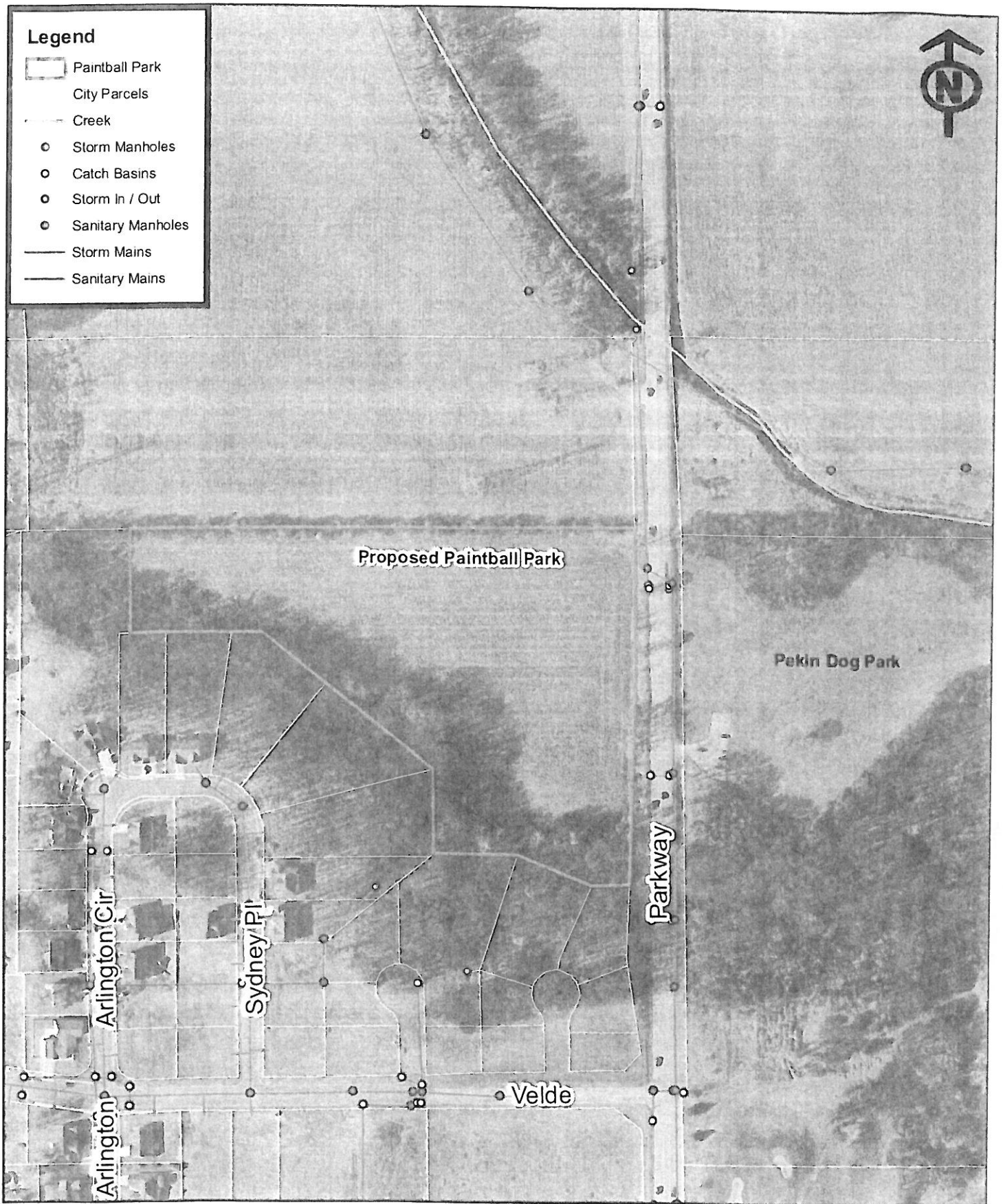
9/23/09
Date

City Manager



9/23/09
Date

Proposed Paintball Park



Non-Tournament Fields
(See Attached)

Notes

- 1) Roadway & parking lot to be 4" of 3" crushed rock & 3" of Asphalt. Asphalt to be applied after 6 month compaction period.
- 2) Parking spaces to be 9'x20' with 20' travel lane.
- 3) Four landscaped spaces to be provided adjacent to building.
- 4) Existing trees & vegetation to be preserved as much as possible.
- 5) Detached Plan for 40'x32' office building to be provided.
- 6) The 20' high containment netting is ASTM certified and shall be installed on 25' wood poles.

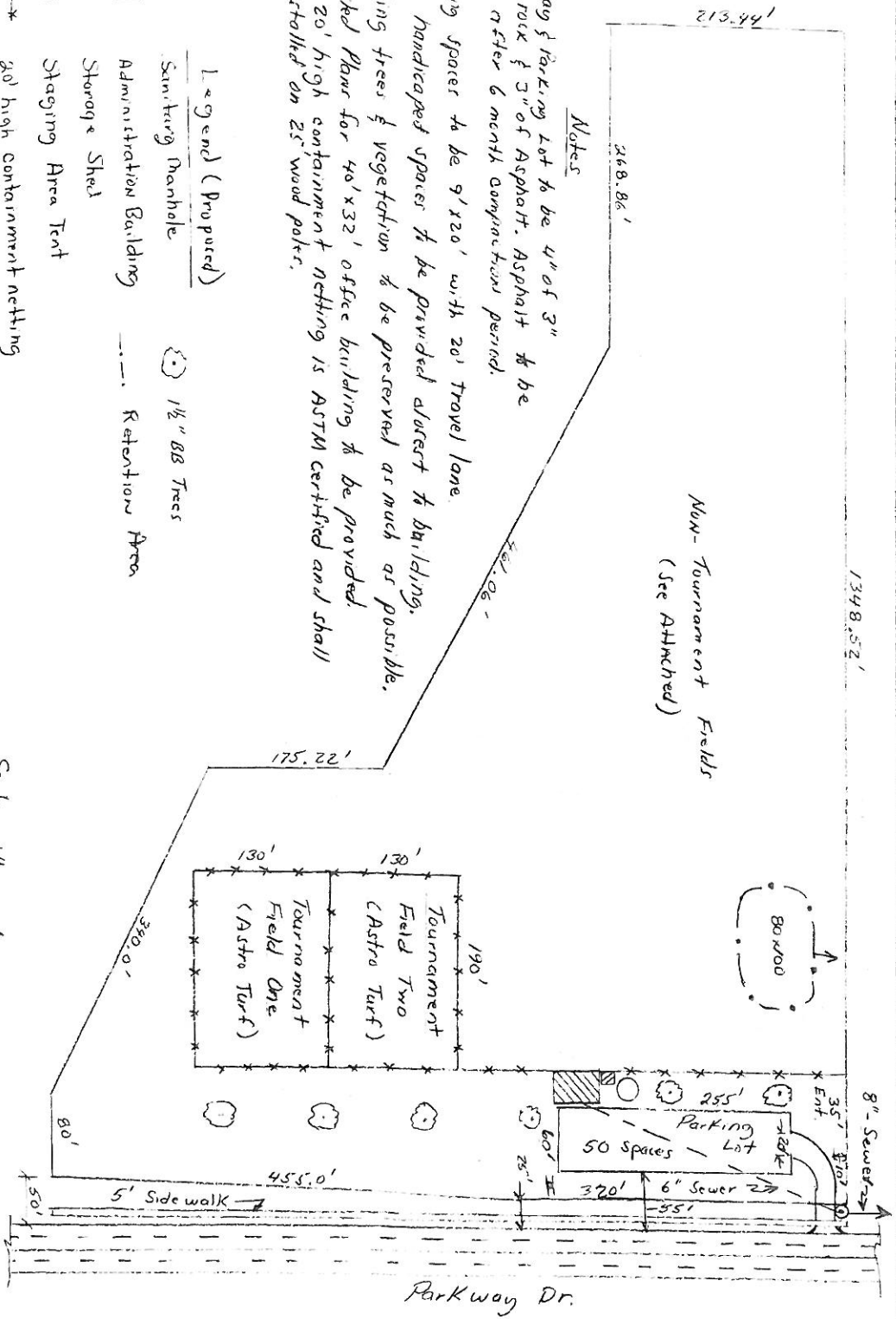
Legend (Proposed)

- Sanitary Manhole
- ⊠ Administration Building
- ⊞ Storage Shed
- Staging Area Tent
- x-x-x- 20' high containment netting
- - - 6" Sanitary Sewer
- ≡ Sign (Illuminated)
- ⊙ 1 1/2" BB Trees
- - - Retention Area

Scale: 1" = 100'



Site Plan
The Paintball Park
at Pekin 8-20-2009



Proposed Paintball Park

The digital site plan is to aid you in visualizing what the park can look like. On these digital images we did not display the already existing foliage. The parameter of the property is well covered with trees. I have however attached an over the head shot provided to me by your GIS system, and pictures taken on August 21st of the property.

The bunkers displayed are made of different materials. Red and blue bunkers are inflatable air bunkers. The white wall bunkers are made of wood. The tire looking bunkers are just as they seem different shaped tires. The long oval shapes on the non-tournament fields are trenches. The Jeeps are also what they seem military vehicles.

If you have any questions at any time please feel free to contact me (Mike McKinley) at mike@thinktofreedom.com or 309-360-8424.

WHAT IS PAINTBALL?

Paintball is a game, just like football, hockey, and soccer, in which opposing teams have a piece of "real estate" that is their "goal." In the more traditional sports, each team tries to put a ball or puck into a specific area of the other team's real estate, while trying to prevent the opposing team from doing the same. To accomplish this task, opponents typically engage in physical contact, which is why players must wear safety equipment such as helmets, pads, and guards. While paintball has various forms; the rules of all versions of the game expressly prohibit any physical contact whatsoever.

In paintball's traditional game of "Capture the Flag", both teams try to grab a fabric "flag" that is hanging on a line and then attempt to hang it on the other team's line. Each player has a paintball gun called a "marker" that propels paintballs which splash on the opponents in a color that can be easily seen by the referees. The referees then call that player "Out!" just like a baseball umpire does at each base. When hit or splashed, that player goes to the sidelines, awaiting the start of the next game. His or her team continues without that eliminated player on their quest to capture and hang the flag. And so it goes, until all the players on one team are out, or one team captures and hangs the flag before game time runs out.

WHO PLAYS PAINTBALL?

People from every walk of life play- professionals, blue collar workers, your neighbors, fathers and sons, brothers and sisters (about 20% of players are female), parents, athletes and couch potatoes. Replacing the old fashioned company picnic, many corporations throughout the world use paintball games as team building and stress relief exercises. Many groups book paintball outings as birthday parties, bachelor parties, reunions and more. For over twenty years, the single biggest group-booking category at official Paintball Game Fields is church youth group outings.

WHAT ARE PAINTBALLS?

The paintball's outer skin is made of biodegradable gelatin, manufactured the same way as bath-oil beads. However, instead of being filled with bath oils and pretty fragrances, paintballs are filled with a brightly colored, non-toxic liquid (chemically similar to children's finger-paints) which can be easily seen by the referees when it splashes on a player.

Paintballs leave the marker at speeds up to 280 feet per second, but they slow down very quickly because they are so lightweight. At a distance of 100



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Participation Agreement for Historic Properties – Veterans Drive North

AGENDA DATE REQUESTED: September 28, 2009

ACTION REQUESTED: Accept Participation Agreement for Historic Properties with the Federal Highway Administration, Illinois Department of Transportation, and the Illinois Historical Preservation Officer for the proposed corridor for Veterans Drive from Broadway to I474.

BACKGROUND: As part of the environmental assessment of the proposed corridor for the section of Veterans Drive from Broadway to I474, it has been determined that there may be historical sites. To ensure that these sites are protected or preserved, this agreement has been created. The agreement states that once accessible, surveys will be conducted at several specified locations to see if there are any archeological findings and what actions will be required if anything is found. This is required since there is federal funds allocated to this project and this agreement keeps it eligible for this funding.

Therefore since we have \$4.8 million in federal funding for this project, I would recommend that this agreement be accepted and signed.

FINANCIAL IMPACT: Unknown at this time

NEIGHBORHOOD CONCERNS: None at this time

IMPACT IF APPROVED: Federal funding will remain available for this project

IMPACT IF DENIED: Federal funding will not be available for this project

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Quality of Life

REQUIRED SIGNATURES

Department Director

Joseph W. Quinn 9/21/09
Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

B. M. Dwyer 9/22/09
(Certification of Review) Date

City Manager

Date

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
AND THE ILLINOIS HISTORIC PRESERVATION OFFICER,
REGARDING
VETERANS DRIVE FROM IL ROUTE 9 TO I-474
TAZEWELL COUNTY, ILLINOIS**

WHEREAS, the Illinois Department of Transportation (IDOT), plans construct a roadway in Tazewell County near Pekin, Illinois known as Veterans Drive (Section 98-00203-00-EG);

WHEREAS, the Federal Highway Administration (FHWA) may fund the Project thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. Section 470f, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the FHWA has defined the undertaking's area of potential effect (APE) as the roadway (Exhibit A); and

WHEREAS, FHWA in consultation with the Illinois State Historic Preservation Officer (SHPO) has determined that no standing structures that are eligible for listing on the National Register of Historic Places are within the project's APE;

WHEREAS, FHWA and IDOT, in consultation with SHPO, have identified areas within the APE with the potential to contain archaeologically sensitive areas that could be affected by the Project and the approximate locations and description of these resources are identified in Exhibit B. Archaeologically sensitive areas are those areas that have the potential to contain significant Archaeological Resources;

WHEREAS, IDOT cannot complete archaeological surveys at this time because some archaeologically sensitive areas are on private property to which IDOT cannot obtain access:

WHEREAS, given the lack of access at this time, this Programmatic Agreement sets forth measures that will be implemented to identify and resolve potential adverse effects to archaeological properties within the Project's APE;

WHEREAS, in accordance with 36 CFR Part 800, the FHWA acknowledges and accepts the advice and conditions outlined in the Council's "Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites," published in the Federal Register on June 17, 1999; and

WHEREAS, FHWA has invited the IDOT to participate in consultation and to become a signatory to this PA;

WHEREAS, FHWA notified the Advisory Council on Historic Preservation (ACHP) of the preparation of this Programmatic Agreement and in a letter dated November 13, 2008, the Advisory Council declined to participate in the consultation for the Veterans Drive project;

WHEREAS, FHWA invited the following Tribes to enter consultation; the Peoria Tribe of Indians of Oklahoma, the Kickapoo Tribe of Oklahoma, the Kickapoo Tribe of Kansas, and the Kickapoo Traditional Tribe of Texas, the Prairie Band of Potawatomi Nation

Potawatomi, Citizen Potawatomi Nation, Forest County Potawatomi, Hannahville Indian Community, and the Pokagon Band of Potawatomi Indians and

WHEREAS, the Tribes did not express interest in consulting on this undertaking; and

WHEREAS, IDOT and FHWA have determined, based on IDOT's field surveys and analysis, that archaeological resources in the project's APE are significant and are of value chiefly for the information on prehistory or history which they are likely to yield through archaeological, historical, and scientific methods of information recovery (Criterion D), and do not have long-term preservation value, are not known to possess special significance to another ethnic group or community and do not have value for potential permanent in-situ display or public interpretation; and

WHEREAS, execution and implementation of this Programmatic Agreement evidences that FHWA has satisfied its Section 106 responsibilities for the Veterans Drive project; and

NOW, THEREFORE, FHWA, IDOT, and SHPO agree that the Project shall be implemented in accordance with the following stipulations to ensure that potential effects on historic properties are taken into account.

STIPULATIONS

FHWA, IDOT, AND SHPO agree that the following steps will be undertaken for the Project:

I. SURVEY AND EVALUATION

- A. The SHPO and IDOT shall consult throughout the cultural resource investigation process outlined in these stipulations to ensure that all archaeological investigations are performed to adequately take into account IDOT's project construction phasing.
- B. As early as practical in the project planning process, IDOT shall complete a Phase I archaeological survey within the Area of Potential Effect.
- C. IDOT will conduct the Phase I survey in consultation with the SHPO and a report of the survey shall be submitted to the SHPO for review and comment.
- D. Archaeological subsurface testing (Phase II) will be performed at all archaeological properties determined to be potentially eligible by the IDOT and the SHPO to evaluate their National Register eligibility. A report of the Phase II findings shall be submitted to the SHPO for review and comment.
- E. IDOT will ensure the Phase I survey and Phase II testing will be conducted in a manner consistent with the approaches of the Secretary of the Interior's Standards and Guidelines for Identification (48 Federal Register 44720-23) and taking into account the National Park Service publication "The Archaeological Survey: Methods and Uses" (1978) and the Illinois State Historic Preservation Office Guidelines for Archaeological Reconnaissance Surveys/Reports. IDOT will coordinate the Phase I survey and Phase II testing with the SHPO.

- F. IDOT shall evaluate properties identified through Phase II testing against the National Register criteria (36 CFR part 60.4) and shall obtain the SHPO's concurrence in those findings.
- G. For those properties which IDOT and the SHPO agree are not eligible for inclusion in the National Register, no further archaeological investigations will be required in those areas. For those properties identified in the survey and agreed upon by IDOT and the SHPO to be eligible for the National Register shall be treated in accordance with Stipulation II.

II. ARCHAEOLOGICAL MITIGATION (PHASE III)

- A. For all sites identified as meeting the National Register criteria, IDOT, in consultation with the SHPO, shall consider measures, such as design modification, for avoidance of the National Register sites.
- B. For those sites identified as meeting the National Register criteria where IDOT determines, in consultation with SHPO, that avoidance is not practicable, IDOT will prepare a data recovery plan with a research design for the affected properties in consultation with the SHPO that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation, and the Advisory Council on Historic Preservation's Treatment of Archaeological Properties: A Handbook. A generalized data recovery plan (DRP) may be used and an example is attached in appendix A to this agreement. The generalized DRP will apply primarily to small archaeological habitation sites and IDOT's Cultural Resources Unit professional personnel will make the final determination on whether to use the generalized DRP or to develop a project specific DRP. Factors in the making of this determination will include, but not be limited to, site type, location, project type, and project schedule.
- C. In the event of the discovery of unexpected prehistoric burials, IDOT will notify the SHPO and the FHWA. FHWA will be responsible for notifying the American Indian Tribe or Tribes of the discovery to begin coordinating the disposition of the remains and burial goods recovered.
- D. To fully satisfy coordination under 17 IAC 4170.300(d)(3) concerning the encounter of unanticipated burials, the notification of the discovery will be made to the county coroner and the Illinois Historic Preservation Agency. If the burial is not a crime scene as determined by the coroner then it and any associated burial artifacts will be removed following procedures for recordation and reporting that are similar to those established under the Human Skeletal Remains Protection Act (20 ILCS 3440, 17 IAC 4170). Disposition of human remains and burial artifacts will be accomplished as determined under the provisions of the Act and the Native American Graves Protection and Repatriation Act, as applicable.

III. PROFESSIONAL STANDARDS

For the purpose of implementing this PA, IDOT shall continue to employ departmental staff with qualifications that meet the requirements of 36 CFR Part 61, Appendix A. At a minimum, the professional staff required to carry out the terms of this PA shall consist of one permanent, full time, archaeologist. In the event of a prolonged absence of the IDOT archaeologist, IDOT will, in

consultation with SHPO, appoint an archaeologist that meets the requirements of 36 CFR Part 61, Appendix A.

IV. DURATION

This PA will be null and void if its stipulations are not carried out within ten years from the date of its execution. At such time, and prior to work continuing on the undertaking, FHWA shall either (a) execute a PA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with this PA. FHWA shall notify the signatories as to the course of action it will pursue.

V. POST REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, FHWA shall make a reasonable efforts to avoid, minimize or mitigate adverse effects to such properties and follow the requirements of 36 CFR Section 800.13(b).

VI. DISPUTE RESOLUTION

Should any signatory to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- A. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objections within thirty days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty day time period FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA and provide them and the ACHP with a copy of such written response.
- C. FHWA's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty days an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories. Once the PA is terminated and prior to work continuing on the undertaking, FHWA must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this PA by the FHWA, the Illinois SHPO and IDOT and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____

INVITED SIGNATORY

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

CITY OF PEKIN

By: _____ Date: _____

APPENDIX A: STANDARD DATA RECOVERY PLAN FOR PREHISTORIC SITES

Introduction

The Illinois Transportation Archaeological Research Program (ITARP), a joint program of the University of Illinois at Urbana-Champaign (UIUC) and the Illinois Department of Transportation (IDOT), prepared this data recovery plan for the archaeological mitigation of prehistoric habitation sites. This plan was developed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716), and "The Treatment of Archaeological Properties" published in 1980 by the Advisory Council on Historic Preservation. All procedures outlined in this plan are implemented using standard ITARP techniques, which are outlined in ITARP Field Manual 2005: Standard ITARP Field Procedures for Phase I, II and III Archaeological Investigations.

The IDOT and the Illinois State Historic Preservation Officer have jointly determined that the prehistoric sites to be investigated with this recovery plan are eligible for the National Register of Historic Places under Criterion D and that these sites may not be avoided by the proposed project.

Natural Setting

The natural setting for archaeological sites excavated under this data recovery plan will be examined (prior to conducting further excavation) in the appropriate existing documentation (such as the Geological Survey Soil Survey) and in the field. A verbal description of the natural setting will accompany maps and photographs in the final reporting of the site.

Summary of Previous Investigations

In general, sites to be investigated under this data recovery plan were recorded by ITARP personnel during the Phase I survey of the proposed project area. When necessary, existing archaeological and historical property lists will be consulted and oral histories conducted to fully develop a site's history and aid in locating possible features and an understanding of a site's stratigraphy and distribution across the landscape. Phase I testing at the site will have revealed the presence of intact cultural material and the site's potential to significantly contribute to our understanding of the prehistory of this area in order to warrant additional investigation.

Research Design

The data generated by excavations at the prehistoric site(s) will be used to examine at least three topics: (1) chronology; (2) technology; and (3) subsistence practices. Insights into changing patterns of community organization may also be granted, as may insights into changes in social organization. The data recovered will then be compared to data from other regional sites.

1. Chronology. It is expected that the recovered artifact assemblage at the prehistoric site(s) will suggest the presence of at least one cultural component (such as the Oneota or Late Woodland). Insights into more precise time spans at both sites can be gained through analysis of point and ceramic styles, as well as the acquisition of charcoal samples for radiocarbon analysis.
2. Technology. The lithic artifacts recovered from the prehistoric site(s) are expected to reflect the inhabitant's use of this material for a variety of tasks involved in procuring and processing resources. Analysis of the lithic assemblage will identify raw materials, heating stage, overall

- stages of tool manufacture, and lithic reduction strategies. Analysis of the ceramics, if ceramics are recovered, may also aid in the identification of pottery manufacturing processes.
3. Subsistence. If plant and animal remains are recovered at the prehistoric site(s), standardized flotation samples will be collected and analyzed from excavated feature fills to identify patterns of plant and animal use by the site inhabitants. These data will be used in the interpretation of seasonality and site function.

Mitigation Plan

Investigations will be conducted in compliance with the National Historic Preservation Act of 1966, as amended, and will be carried out by ITARP archaeologists who meet the Secretary of the Interior's professional qualification standards (48 FR 447838-9). In designing and carrying out the work, ITARP staff will also take into account the Advisory Council on Historic Preservation's publication on the "Treatment of Archaeological Properties."

Standard ITARP methods (as outlined in the ITARP Field Manual 2005) will be employed in all aspects of the data recovery. Portions of the plow zone at the site(s) will be removed; if warranted, a backhoe with a smooth-bladed bucket will likewise be utilized to carefully remove the plow zone at the site(s) in test trenches to recover artifacts, reveal features, and more fully investigate site stratigraphy.

If features are encountered, the archaeological studies will be conducted following the standard ITARP excavation techniques described in the ITARP Field Manual 2005. Any features encountered will be mapped by hand and tied into the site maps with an electronic transit. After plan mapping, features will be bisected along their long axis with hand tools (shovels and trowels). The subsequent profile will be mapped and photographed. Generally, the first half of each pit feature will be excavated as a single unit and screened with ¼-inch hardware cloth, with all artifacts bagged together; flotation samples generally will not be collected from the first halves of features. The second half of each pit will be excavated by fill zones identified in profile, with artifacts and flotation samples collected accordingly. At least one 10-liter flotation sample will be collected from each zone. Charcoal-rich zones will be more intensively sampled.

Human remains are not expected to be found during the excavations; however, if encountered, the remains will be mapped and removed in accordance with all procedures and guidelines associated with the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440, 17 IAC 4170). Disposition of the human remains and any burial artifacts will be accomplished under the provisions of the Act.

In the laboratory, all lithic artifacts will be washed, labeled and analyzed by ITARP personnel at the appropriate Survey Division office. Botanical, zoological and human remains will be analyzed by specialists at ITARP's main office at the University of Illinois or by qualified consultants.

All archaeological reports resulting from the project will comply with contemporary standards, including the Secretary of the Interior's "Standards for Final Reports of Data Recovery Programs" (42 FR 5377-79). The ITARP will also insure that all final archaeological reports are presented in a format acceptable to the Illinois State historic Preservation Officer (SHPO) following Illinois SHPO guidelines on report preparation, and that all such reports are presented in a format acceptable to the National Park Service for possible peer review and submission to the National Technical Information Service (NTIS). This report will be submitted to the Illinois DOT and IHPA in a timely manner after the completion of all field and laboratory investigations.

Curation

All artifactual materials, records, photographs and other data associated with this project will be curated at the University of Illinois at Urbana-Champaign and managed by the Illinois Transportation Archaeological Research Program (ITARP) in accordance with federal standards as outlined in 36 CFR Part 79.



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Accept Bid for Parkway Drive Resurfacing

AGENDA DATE REQUESTED: September 28, 2009

ACTION REQUESTED: Accept the bid of R.A. Cullinan for \$437,529 to mill and resurface Parkway Drive from Court Street to Willow Street

BACKGROUND: Earlier this year, the City of Pekin received \$432,276.70 in American Reinvestment and Recovery Act (ARRA) funds. It was decided to rehabilitate Parkway Drive between Court and Willow so a bid package was put together for the work. Bids were received by the State of Illinois on Friday, September 18th and the low bid was R.A. Cullinan at \$437,529 or \$5,252.30 over the funding received but \$8,038.50 below the engineer's estimate. This will get Parkway rehabilitated for a cost of \$5,252.30 to the City of Pekin.

I recommend accepting the bid from R.A. Cullinan for this work. Work will begin in the spring.

FINANCIAL IMPACT: Funding will be in the FY2011 budget

NEIGHBORHOOD CONCERNS: Will improve the surface condition and drainage

IMPACT IF APPROVED: Parkway will get rehabilitated for a minimal cost to the City of Pekin

IMPACT IF DENIED: Parkway will remain as it is and City of Pekin ARRA funding will be lost and then city funds will have to be used in the future to do the rehabilitation

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Halloran 9/21/08
Date

Finance Department

Greg Evans 9-21-08
(Certification of Availability of Funds) Date

Corporation Counsel

Paul M. Kelly 9-22-09
(Certification of Review) Date

City Manager

Date

Memo

To: City Council
From: Joseph W. Wuellner, P.E. - Public Works Director
CC: Denny Kief & Sue McMillan
Date: September 21, 2009
Re: Agenda Items

Mayor & Council Members:

There will be two items on the agenda for the next meeting, September 28th; dealing with road construction projects we have working. They are as follows:

1. Accept the low bid of R.A. Cullinan to rehabilitate Parkway Drive from Court to Willow. This project came about when the City of Pekin received \$432,276.70 in stimulus funds. Parkway carries about 15,000 vehicles a day and the pavement is over 35 years old with several overlays. Project will remove the overlays down into the original pavement and re-lay fresh asphalt. In the course of this work, the original drainage flows will be re-established. The estimate for the work was \$445,567.50 and the bid came in at \$437,529 or \$8,038.50 below the estimate. The bid is above the stimulus funds by \$5,252.30 and this will be reflected in the FY2011 budget.
2. Accept Participation Agreement for Historical Properties for Veterans Drive North. During the environmental assessment that has been conducted for the proposed corridor, it has been determined that there are a few locations along the route that are areas of potential effect. Because of this and the fact that there is Federal funding associated with the project, an agreement is required to ensure that surveys are conducted to verify one way or another whether historical items exist or not. The agreement will satisfy the requirements of the FHWA so that they can continue to participate in this project with funding.

If you have any questions, please feel free to contact me.

Thanks,

Joe



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Derby Street Sidewalk Project – Award to P.A. Atherton

AGENDA DATE REQUESTED: September 28, 2009

ACTION REQUESTED: Approve award of contract to install sidewalks on Derby Street to P.A. Atherton in the amount of \$100,716.

BACKGROUND: Last year we started installing sidewalks along Derby Street from 2nd to 14th with CDBG/HUD funding while we awaited word on the State grant we had received that was held up. This contract will complete the majority of sidewalks on Derby Street and utilize the \$180,000 grant.

It is recommended that the contract be awarded to P.A. Atherton for \$100,716.

FINANCIAL IMPACT: None since all work covered by State grant

NEIGHBORHOOD CONCERNS: Will provide sidewalks to make walking on Derby Street safer

IMPACT IF APPROVED: Complete the sidewalk project on Derby Street

IMPACT IF DENIED: Certain areas of Derby Street will remain without sidewalks

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Quality of Life

REQUIRED SIGNATURES

Department Director

Joseph Whalen

9/22/09

Date

Finance Department

Joseph Whalen

9-22-09

(Certification of Availability of Funds)

Date

Corporation Counsel

Paul H. [Signature]

9-22-09

(Certification of Review)

Date

City Manager

Date

**BID TABULATIONS
TO COMPLETE
SIDEWALK PROJECT DERBY STREET**

OPENING SEPTEMBER 22, 2009 @ 10:00 A.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
R. A. CULLINAN & SON	P.O. BOX 166 TREMONT, IL 61568	YES	\$114,270.65
HEIN CONSTRUCTION CO., INC.	9130 INDUSTRIAL ROAD PEORIA, IL 61615	YES	\$117,941.25
ILLINOIS CIVIL CONTRACTORS INC.	420 PINECREST DRIVE EAST PEORIA, IL 61611	YES	\$132,735.10
C & G CONCRETE CONSTRUCTION CO., INC.	1906 MEADOWS AVE EAST PEORIA, IL 61611	YES	\$100,940.50
P.A. AHTERTON CONSTRUCTION, INC.	96 EICHHORN ROAD SPRINGBAY, IL 61611	YES	\$100,716.00
STARK EXCAVATING, INC.	1805 W. WASHINGTON BLOOMINGTON IL 61701	YES	\$143,326.60

ESTIMATE \$122,000.00

Public Works Engineer Mike Guerra

2009 Sidewalk Improvements

September 22, 2009

Item No	Item	Unit	Quantity	ESTIMATE		PA Atherton		C&G		R.A. Cullinan		Helm Construction		ICCI		Stark Excavating	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Demolition																	
1	Pavement Removal	SF	5825	\$2.00	\$11,650.00	\$2.00	\$11,650.00	\$1.50	\$8,737.50	\$2.47	\$14,387.75	\$2.00	\$11,650.00	\$2.40	\$13,980.00	\$1.70	\$9,902.50
2	Curb Removal	LF	488	\$20.00	\$9,760.00	\$9.50	\$4,636.00	\$14.00	\$6,832.00	\$15.22	\$7,427.36	\$10.00	\$4,880.00	\$16.10	\$7,856.80	\$18.60	\$9,076.80
3	Excavation	CY	226	\$35.00	\$7,910.00	\$35.00	\$7,910.00	\$30.00	\$6,780.00	\$37.56	\$8,488.56	\$30.00	\$6,780.00	\$46.10	\$10,418.60	\$53.00	\$11,978.00
Construction																	
4	PCC Sidewalk/Ramp/Transition 4"	SF	8725	\$6.50	\$56,712.50	\$5.25	\$45,806.25	\$5.80	\$50,605.00	\$6.63	\$57,846.75	\$7.00	\$61,075.00	\$6.75	\$58,893.75	\$7.90	\$68,927.50
5	PCC Sidewalk/Ramp/Transition 6"	SF	2015	\$7.50	\$15,112.50	\$6.25	\$12,593.75	\$6.40	\$12,896.00	\$6.86	\$13,822.90	\$7.75	\$15,616.25	\$6.95	\$14,004.25	\$10.20	\$20,553.00
6	Aggregate Base Course 4"	TON	216	\$30.00	\$6,480.00	\$35.00	\$7,560.00	\$25.00	\$5,400.00	\$15.93	\$3,440.88	\$30.00	\$6,480.00	\$35.70	\$7,711.20	\$27.30	\$5,896.80
7	Detachable Warning Surface	SF	195	\$45.00	\$8,775.00	\$40.00	\$7,800.00	\$32.00	\$6,240.00	\$27.23	\$5,309.85	\$34.00	\$6,630.00	\$60.50	\$11,797.50	\$24.00	\$4,680.00
8	Asphalt 4" Thick Transitions	SF	690	\$8.00	\$5,520.00	\$4.00	\$2,760.00	\$5.00	\$3,450.00	\$5.14	\$3,546.60	\$7.00	\$4,830.00	\$11.70	\$8,073.00	\$4.80	\$3,312.00
Additional Items																	
9	Removal of curb that can't be saw	LF	AS NEEDED	\$15.00		\$9.50		\$6.00		\$25.00		\$10.00		\$7.55		\$9.00	
10	Replacement of curb	LF	AS NEEDED	\$35.00		\$45.00		\$30.00		\$52.00		\$35.00		\$31.60		\$50.00	
TOTALS					\$121,920.00		\$100,716.00		\$100,940.50		\$114,270.65		\$117,941.25		\$132,735.10		\$134,326.60



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Dennis Kief (September 21, 2009)

AGENDA ITEM: 2009 Heartland Water Resources Council Dues

AGENDA DATE REQUESTED: September 28, 2009

ACTION REQUESTED: Approval of Annual Dues in the amount of \$2,500.00.

BACKGROUND: Highlights from attached requested supplemental Memo:

- * Strong voice promoting Illinois River Restoration over the past 20 years
- * Program for ongoing dredging and sediment utilization along Illinois River
- * Comprehensive approach to Illinois River Restoration

This is a public (\$33,000) and private (\$60,000) partnership to spear head Illinois River Restoration efforts. Although there have been some efforts in the Pekin area; i.e. Pekin Lake Restoration, (in my opinion) most of the efforts have been focused on Peoria Lake. I believe the City of Pekin should continue to be involved financially from not only a Pekin perspective, but also from a regional perspective. The original request from HWRC was for \$5,000. That request was denied at the August 25, 2008, City Council meeting. I would recommend \$2,500 from the FY2010 Budget.

I also believe that the City should attempt to be represented at their monthly meetings. We should continue to work with Heartland and the applicable Federal and State agencies to assure that the Pekin Lake projects (both North and South) are funded.

FINANCIAL IMPACT: \$2,500 from budgeted line item in FY 2010 Tourism Fund

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City's continued level, although reduced, participation in regional effort

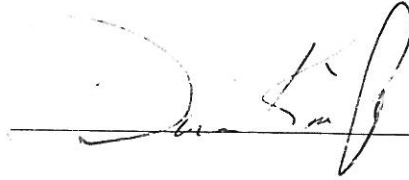
IMACT IF DENIED: \$2,500 less for HWRC to work with for restoration efforts

ALTERNATIVES: Reduction or total elimination of funding level.

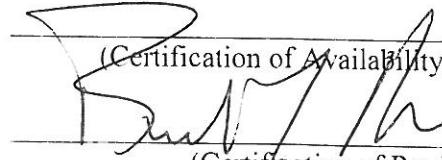
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

SIGNATURES

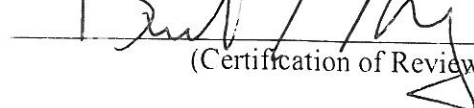
Department Director

 9/21/09
Date

Finance Department

 (Certification of Availability of Funds) Date

Corporation Counsel

 9/22/09
(Certification of Review) Date

City Manager

Date



Heartland Water Resources Council of Central Illinois

"At the Heart of Saving the Peoria Lakes"

416 Main St. Ste. 828 Peoria, IL 61602 ~ (309) 637-LAKE (5253)

www.heartlandwaterresources.com ~ hwrc@mtco.com

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Tazewell Co. Board
Caterpillar Inc.

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Stanley Bersin
Professional Engineer

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(Alternate: John Abel)

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Rick Fox
Peoria Audubon Society

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U of I Extension

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(Alternate: Dave Barber)

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Prairie Rivers PC&D

Gary Manier
Mayor, City of Washington

David Mingus
Mayor, City of East Peoria
(Alternate: John Eakle)

Sherri Morris
Bradley University

John Mullen
Peoria Park District

Richard Neumiller
Citizen Representative

Tony Pierce
Community Development &
Service Institute

Eric Schenck
Ducks Unlimited

Caroline Schertz
Tri-County Regional Planning Commission

David Sinn
Heyl Royster Voelker & Allen

EX OFFICIO

Nate Hurn
18th Congressional District

Christine Davis
Illinois EPA

Terry Kohlbus
Tri-County Regional Planning Commission

Jim Mick
IDNR Division of Fisheries

Marshall Plumley
USACE Rock Island District

HONORARY

James W. Baldwin

Marilyn Michels-Pietz (Mrs. Ous Michels)

June 2, 2009

Mayor Rusty Dunn
City of Pekin
111 South Capitol St.
Pekin, IL 61554



Dear Mayor Dunn :

Attached is the normal billing for Pekin's annual investment in Heartland Water Resources Council's efforts to save Peoria Lakes, Pekin Lakes, and the Illinois River overall. Pekin has been a participant in this important regional effort for nearly 20-years, and HWRC has benefited from Pekin's support and active involvement.

It has been the collaboration involving HWRC, Pekin and the several other participating cities, counties, and other public and private members of HWRC's Board of Directors that has put our local river segment and backwater areas on the radar screen for State and federal funding possibilities. Through this effort we will see construction commence within the next few weeks on the Christie Island Project in Lower Peoria Lake and, hopefully in the near future see funding secured for carrying out Pekin Lakes restoration work.

Historically, Pekin has made an annual contribution equal to what our other river cities have provided. Following is a current list.

Pekin	\$5,000 (Previous)
Peoria	\$5,000
East Peoria	\$5,000
Chillicothe	\$5,000 (Requested)
Peoria Heights	\$5,000
Morton	\$5,000
Washington	\$1,000

Also, the three counties have contributed as follows:

Woodford	\$4,000
Peoria	\$4,000
Tazewell	\$4,000

Please keep Pekin's involvement and support as it has been for nearly two decades.

Thank you for your consideration of this matter.

Sincerely,



Tom Tincher
Executive Director



Heartland Water Resources Council of Central Illinois

"At the Heart of Saving the Peoria Lakes"

416 Main St. Ste. 828 Peoria, IL 61602 ~ (309) 637-LAKE (5253)

www.heartlandwaterresources.com ~ hwrc@mtco.com

Heartland Water Resources Council 2009 Support Invoice

416 Main St., Suite 828
Peoria, IL 61612-1116
Phone 309-637-5253
Fax 309-637-5254

DATE:
06/02/2009

INVOICE #
2009

Bill To:
City of Pekin
111 South Capitol St.
Pekin, IL 61554

DESCRIPTION	AMOUNT
2009 HWRC Support	\$ 5,000
TOTAL	\$ 5,000

Make check payable to Heartland Water Resources Council (FEIN: 37-1250601)

If you have any questions concerning this invoice, contact:

Thomas Tincher, Executive Director

309-637-5253

hwrc@mtco.com

THANK YOU FOR YOUR SUPPORT!

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8 THE PACKAGE LIQUOR TAX

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

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 City of Pekin adopted a Package Liquor Tax in 2009, as Ordinance 2578-08/09, Title 3, Chapter 2, Section 7, Establishing a Package Liquor Tax; and

WHEREAS, it is appropriate at this time to modify Section 8 of said ordinance, with respect to collect and remittance of the tax.

WHEREAS, it is appropriate to compensate the retailers who participate in the collection and payment of this tax; and

WHEREAS, a similar compensation is contained in the food and beverage tax, and is appropriate; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding such.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Section 8 of the package liquor tax, currently reading as follows:

“If for any reason any tax is not collected or remitted when due, a penalty at the rate of two percent (2%) per month on the amount of tax which remains unremitted shall be added and collected. Additionally, a one (1) time late filing fee of seven and one-half percent (7 ½%) may be imposed and collected for any filings remitted after the 20th of the month. Whenever any person shall fail to pay, collect or remit any tax as herein provided, the Corporation Counsel upon the request of the City Manager shall bring or cause to be brought an action to enforce compliance in any court of competent jurisdiction.”

shall be amended by the addition of the following language:

“If for any reason any tax is not collected or remitted when due, a penalty at the rate of two percent (2%) per month on the amount of tax which remains unremitted shall be added and collected. Additionally, a one (1) time late filing fee of seven and one-half percent (7 ½%) may be imposed and collected for any filings remitted after the 20th of the month. Whenever any person shall fail to pay, collect or remit any tax as herein provided, the Corporation Counsel upon the request of the City Manager shall bring or cause to be brought an action to enforce compliance in any court of competent jurisdiction. As compensation for services rendered in the collection and payment of this tax, retailers filing a tax return may retain an amount of money equal to one percent (1%) of the tax due.”

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 and approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2009; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2009.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Amended City of Pekin Development Advisory Committee Charter, Policy #12

AGENDA DATE REQUESTED: September 28th, 2009

ACTION REQUESTED: Approval of amended policy

BACKGROUND: The creation of the Pekin Economic Development Investment Fund (PEDIF) allows the city to aggressively market and pursue companies that bring living wage jobs to Pekin as well as large retail generated companies which will provide a large boost to our local Economy.

ECONOMIC IMPACT IN COMMUNITY: Creation of living wage jobs and the spin off effect that it brings. Shopping, dinning, gas purchases, etc...

FINANCIAL IMPACT: Increase in Property Taxes, potential of sales tax increase, creation of jobs, potential of home purchases, and other personal purchases.

IMPACT IF APPROVED: Gives us currently some incentive advantages that many other communities do not have.

IMPACT IF DENIED: Allows us to have the same incentives that others have. Many of these communities have direct access to an interstate which we do not have.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost to the local economy.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



City of Pekin

CITY OF PEKIN POLICY NO. 12

City of Pekin Economic Development Advisory Committee Charter

Policy

City of Pekin Economic Development Advisory Committee

Mission

The mission of Pekin's Economic Development Advisory Committee (EDAC) is to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan. The EDAC will recommend to the City programs to help stimulate business activity, retain existing businesses, facilitate expansion of existing businesses, and encourage new businesses to locate within the City.

EDAC Membership

EDAC shall consist of up to 11 members who are residents, or who reside within a mile and a half of the city boundary, or who work or own businesses in Pekin. The EDAC will select a chairperson from among its voting members at the first meeting. The chair person will serve for one year. Persons interested in serving shall complete an application form. Committee members will be appointed by the Mayor, with the concurrence of the City Council. City staff, including but not limited to the City Manager, will serve the Committee as resources.

EDAC members will serve three year staggered terms. Initial appointments shall expire on the first Monday in May, 2008, 2009, 2010. Subsequent appointments shall be for one-year. No member may serve more than four consecutive one-year terms; after a one-year absence, a former member may be reappointed to the EDAC.

Members of EDAC shall consist of a broad spectrum of proven, experienced community leaders/decision-makers.

Goals

EDAC will focus on the overall economic future of Pekin. In the near term, the EDAC goals include the following:

1. Understand the City's conceptual and comprehensive plan and the priorities assigned by Council to economic development activities
2. Become familiar with existing economic development strategies and current efforts to support these strategies
3. Support and strengthen existing businesses, including analysis of barriers to success for the business community
4. Evaluate existing business retention efforts
5. Define possible economic development issues
6. Evaluate new businesses recruitment efforts

In the longer term, the EDAC will advise and assist the City by

1. Evaluating the City's economic development strategies (what has been accomplished, etc.) and making recommendations for further successes as well as providing input on new concepts (getting more citizen and business citizen and business involvement; diversification, etc.)

2. Monitoring and analyzing the overall economic trends and health of Pekin and the metropolitan area (including revenues evaluation of other communities, changing demographics of citizens and how it affects housing, employment, service levels, community character, etc.; plus analysis of national and international trends, competitors, etc.)
3. Participating in other area economic organizations such as the EDC of Central Illinois, etc.
4. Participating in planning other City owned (or Public/Private partnerships) developments such as Riverway Business Park.
5. Establishing the Pekin Economic Development Investment Fund (PEDIF) This program will go into effect in the FY 2011 budget. \$2,000,000.00 will be committed to the fund when needed from the General Fund Reserves. Fund eligible items could include and not be limited to; Location Incentives, Utility Rebates, Revolving Loans, Business Gap Insurance. Other possible uses within the fund could also be for Tax Abatement Refunds, Hiring of Economic Development consultants or marketing efforts, and quality of life initiatives. The purpose of the fund will be to attract living wage jobs to the community and for business expansion. The implementation Plan will be conducted by the Economic Development Staff at City Hall and in cooperation with the Economic Development Advisory Committee. Council approval will be required of all applications that are presented to the Economic Development Staff or if an opportunity arises before the beginning of the FY 2011 budget year.

Purpose

This policy is adopted to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan.

Adopted this 27th day of November 2006 .

Amended this 28th day of September 2009 .



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Paid Commission of City owned property at Riverway Business Park

AGENDA DATE REQUESTED: September 28th, 2009

ACTION REQUESTED: Approval of New Policy

BACKGROUND: To create incentives to local Real Estate Companies, their agents, and independent agencies that will motivate them to suggest to their clients, the benefits of locating within Riverway Business Park.

ECONOMIC IMPACT IN COMMUNITY: Creation of living wage jobs and the spin off effect that it brings. Shopping, dinning, gas purchases, etc...

FINANCIAL IMPACT: Increase in Property Taxes, potential of sales tax increase, creation of jobs, potential of home purchases, and other personal purchases.

IMPACT IF APPROVED: Allows more tools for economic development to have available to bring new jobs to our community.

IMPACT IF DENIED: Local Real Estate companies will remain reluctant to speak to their clients about Riverway Business Park as no sales commission is paid.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost to the local economy.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) 4/22/09
Date

City Manager

Date



CITY OF PEKIN POLICY NO. 16

City of Pekin policy for paid sales commission for City owned property at Riverway Business Park

Policy: A 2% sales commission will be paid to a realtor that represents a company that locates within Riverway Business Park. The realtor must be identified before the negotiations begin with the client. The commission is based on a per acre basis and also qualifies for a city owned building with land. The commission shall be 2% of the land negotiated sales price or \$250.00 per acre, whichever is greater.

If the realtor refers the client to the city but is not actively involved in the negotiations, (also referred to as a "finders fee") a fee of \$250 per acre will be paid to the realtor if their client purchases the property within 6 months of the date discussions with their client begins.

The commission or finders fee will be payable to the Real Estate Company and not the agent.

Leads that are generated by the State of Illinois or the EDC of Central Illinois ^{are} ~~is~~ not eligible.

The City Manager and or the Mayor will sign off on the sales agreement to the Real Estate Company.

Purpose: It is the intention of this policy to give incentives (commissions / finders fee's) to realtor's as an incentive to encourage there clients to locate their business in Riverway Business Park. Currently, no sales commission is paid for the City owned property located at Riverway Business Park. Without this incentive Real Estate companies are reluctant to suggest our business Park.

Adopted this 28th day of September, 2009.

Mr. Mayor and Council,

As we all know, Riverway Business Park is the perfect location for so many companies. Immediate Rail access, a State Route, the Illinois River, Enterprise Zone incentives, strong and well trained local workforce, & Illinois Central College. I could list other advantages but one major factor I believe that companies are not looking is that local and regional Real Estate Companies and Brokers are paid ZERO percent if their client were to locate here. I believe, because of that, we are not suggested by many and I would agree. They make a living on a commission basis for the work they do. If the client does not purchase from them they make nothing. To create an incentive I believe it's imperative to begin paying a commission fee to Real Estate Companies, and independent agents. I've listed on the following page some examples of how this will work. By paying a commission we have basically grown our sales team.

Please contact me if you have any questions and thank you.

Steve

Steve Brown
Economic Development

Riverway Business Park Realtors Commission Structure

- Max Land value per square foot is \$0.99 One acre is 43,560 sq ft x \$0.99 = \$43,124.40 per acre at full list price.
- Sales Commission is 2%. At full price commission would be \$862.49 per acre
- \$43,124.40 (land price) - \$862.49 (commission) = \$42,261.91 (city receives)
- \$43,124.40 x (5) acres = \$215,622.00 x 2% commission = \$4,312.44 the city would make \$211,309.56 on a (5) acre sale. At full price would usually indicate very few jobs that are created. Average land cost for business parks in central Illinois average between \$3.00 and \$4.50 per square foot depending on if the land is site ready or not. Our advertised
- Ex) 60 to 100 new jobs created and needing 20 acres. A negotiated land price of \$0.49 x (20) acres = \$21,344.40 per acre x (20 acres) = \$426,888.00 x a 2% commission = \$8,537.76. City would make: \$418,350.24 The commission paid to the realtor would be \$426.89 per acre
- Ex) Negotiated price of \$10,000 per acre = \$200 per acre commission In this example, however, they would be paid \$250 per acre as that is the greater of the two.
- If the realtor turns over the lead to us and does no work the price (Referral) would be \$250 per acre. This also is the minimum guaranteed price if the land is granted to the client. In a contract that I had reviewed from a local realtor, they asked for 3.5 percent of the gross selling price and not the net
- Commission would be overall at 2% or \$250 per acre, whichever is greater.

