



**REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
5:00 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Executive Session 5 ILCS 120/2 (c) 2. Collective Negotiating Matters
4.	Approve Agenda
4.1.	Approve agenda
5.	Approval of Minutes
5.1.	Approval of Minutes
5.2.	City Council - Regular Meeting - Aug 27, 2018 5:30 PM
6.	Public Input
7.	Consent Agenda
7.1.	Pekin Zoning Board of Appeals Minutes Dated April 11, 2018
7.2.	Pekin Plan Commission Minutes - July 11, 2018 Meeting
7.3.	August 2018 Building Report
7.4.	Proclamation Intellectual Disabilities Week in Pekin
8.	Presentation Derby Street Study
9.	New Business
9.1.	Engineering Agreement with Hanson Professional Services for Front Street Design ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services for design services for the Front Street Project in an amount not to exceed \$587,000.
9.2.	Motor Fuel Resolution 114-18/19 for Front Street Project Design ACTION REQUESTED: To approve the Motor Fuel Tax Resolution 114-18/19 to authorize the use of \$587,000 of Motor Fuel Tax funds to pay for the City's share for

	design engineering.
9.3.	Resolution 18/19-115 to Concur with Illinois Department of Transportation Division of Aeronautics for the Rehabilitation of Runway ACTION REQUESTED: To concur with the Illinois Department of Transportation Division of Aeronautics to award the bid to R.A. Cullinan and Son, a div of UCM, Inc. in the amount of \$2,796,243.34.
9.4.	Amendment to Midwest Engineering Associates for Design Services for Broadway Farms ACTION REQUESTED: To approve the amendment to the engineering agreement with Midwest Engineering Associates for design services for Broadway Farms in an amount not to exceed \$121,344.00
9.5.	Resolution 116-18/19 to purchase equipment ACTION REQUESTED: To purchase a CAT 305E2 CR Excavator from Altorfer CAT in the amount of \$65,942.00
10.	Any Other Business To Come Before The Council
11.	Adjourn

Column 2 Key:

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

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY AUGUST 27, 2018 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McCabe.

Roll was call called and all members were physically present. A quorum was declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:23 PM
Michael Garrison	Councilman	Present	5:03 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:54 PM
John P Abel	Council Member	Present	5:03 PM
Michael Ritchason	Council Member	Present	5:24 PM
Mark Luft	Council Member	Present	5:23 PM
John McCabe	Mayor	Present	4:54 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

4.2. City Council - Regular Meeting - Aug 13, 2018 5:30 PM

PUBLIC INPUT

Mrs. Janssen represented the neighbors, speaking on New Business item 8.2 asked the Council's help by not approving the request to allow a dog care in their residential neighborhood. The residents were not in favor of daily barking by 5-8 dogs from 6:30 a.m. to 11:00 p.m. at times and the smell when temperatures reach 80-90 degrees. William Sharf also spoke in opposition.

Valerie Moehle, attorney for the applicant of the use and presented the home owner's position. She presented the defense in that the application denied in October, was resubmitted in 2 parts as 2 dog care under the kennel restriction and as a business care in the owner of the dog's home. Attorney Moehle presented the point that the application should not had been denied entirely by the Pekin Planning Commission without imposing

Minutes Acceptance: Minutes of Aug 27, 2018 5:30 PM (Approval of Minutes)

reasonable restrictions with her request. The Council was asked to overturn or modify the recommendation of the PPC to deny.

Also speaking in support of the request for the Special Use were Samanthia Lakeberry, Melinda Gaffelman, Dr. Edan Blair

and applicant and owner of the business at 1102 Chestnut, Denanna Shanks

Charity Gullett asked for clarification of the difference of this application being denied and those with official businesses offering the dog sitting service that do not require a special use.

Rick Hilst addressed the Council and questioned the description on the packet materials for New Business item 8.1. He asked how much of the annual investment of \$25,000.00 to Greater Peoria Economic Development Council would come from each of the described line items of dues and how much from the line item for sponsorship. Mr. Hilst also questioned 11.1 and the Request for Council Action of the salary line item expenditures for the Interim City Manager's employment agreement. His interest was in a precious question he submitted at budget time of the split or entire City Manager's salary.

Dave Nutter also questioned the packet materials describing the budgeted line item for New Business item for Employment Agreement for Interim City Manager. He spoke of his appreciation for Assistant City Manager Mark Rother in getting back to him on questions he had on the Solar Project at the Pekin Airport. He spoke in support of item 8.6 the Lease Agreement with Hawk-Attollo LLC as a positive step to move forward with their project.

John McNish presented several questions to the Council in clarifying the Employment Agreement for the Interim City Manager. including Mr. Rother's current salary, what that salary would increase to and what would happen to that salary after the 90 day term as Interim. He asked Council to take into consideration to allow the new Mayor of elections 2019 to choose a manger.

Derekk Anderson spoke regarding the site plan review approval for construction of a parking lot at 313 S. 6th Street. The adjacent resident, 323 S. 6th Street, expressed appreciation for Council's and Attorney Miller's, who represented the applicant Kenneth Thomas, for listening and working out concerns that he presented at rezoning stage addressed in the Site Plan.

CONSENT AGENDA

- 6.1. PD Stats - July 2018**
- 6.2. July 2018 Tazewell County Animal Control Invoice**
- 6.3. Motion to: Motion to Approve Consent Agenda**
Mayor McCabe presented the items on the Consent Agenda approved by Omnibus vote by the Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

PRESENTATION GPEDC

Chris Setti Greater Peoria Economic Development Council CEO presented in a powerpoint what the Council does and has done over the past year. He spoke of the organization's efforts in the greater Peoria region by strengthening communities, growing business, workforce development, growing talent. He informed the Council of the marketing efforts of the City's Riverway Business Park and other projects on the regional radar.

NEW BUSINESS

8.1. Greater Peoria Economic Development Council Annual Investment

Assistant City Manager Mark Rothert presented to the Council the annual request received for investing funding for the Greater Peoria Economic Development Council. The GPEDC, as presented earlier, was tasked with managing regional development efforts and marketing. The request for \$25,000.00 investment and line item expenditure of dues and sponsorship were explained. Council comments and questions included: the Mayor's experience on the Board of Directors; the approximate \$500,000 expense if the City did own like-marketing and development efforts; the number of staff members that specialize in securing federal grants.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.2. Request for Special Use Authorization for a Dog Daycare Use at 1102 Chestnut St.

John Lebegue, Building and Inspections submitted the request and asked that the recommendation of the Pekin Planning Commission to deny the request for the use for dog daycare home occupation at t1102 Chestnut Street. Mr. Lebegue addressed all the background information, concerns, impact if approved and Pekin Planning Commission consideration and recommendation in his packet documentation. Council Member Abel voiced opinion that 3 clients would not make a traffic problem in the residential neighborhood and that it was not the City's job to be doggie police. He pointed out a lot of people dog sit.

RESULT:	APPROVED [6 TO 1]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Ritchason, Luft, McCabe
NAYS:	John P Abel

8.3. Site Plan Review Approval for Construction of Parking Lot at 313 S. 6th Street

John Lebegue presented to the Council the recommendation of the Pekin Planning Commission after review of the Site Plan to approve the request. The new parking lot would provide additional parking for Post Office employees. Mr. Lebegue advised the Council that Kenneth Thomas owner of parcel PIN 04-10-

02-100-003 came before the PPC to petition to rezone the property from RM-3 to OS-1 for the lot construction. The members found the request reasonable and logical extension of Office Service District. The concerns expressed by the adjacent property owners 323 S. 6th would be addressed in the this site plan of detail design and layout. Council Member Orrick who asked that stormwater be addressed, was told the construction would have no impact on City sewers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.4. Resolution No. 111-18/19 Resolution Approving First Addendum to Agreement Between the City of Pekin and DMGL, LLC

Council was advised by Attorney Burt Dancey the amendment was to clarify language in the July 9, 2018 approved agreement with DMGL, LLC. The request is to alter paragraph 3.c to match dates to the Exhibit K. The second modification requested was to break the negotiated payment of \$85,000.00 into 2 equal payments.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.5. Ordinance No. 2801-18/19 An Ordinance Amending Title 3, Chapter 3, Section 4 of the Code of the City of Pekin 1995 Regarding Restrictions on Issuance of License

Liquor Commissioner Mayor McCabe explained to the members this ordinance was new but revised Ordinance No. 2789-18/19 which was to amend the chapter concerning sale of alcohol where motor fuel was sold and the separate entrance provisions on premises from which grocery products were sold. Council did not support the section regarding gas stations at the meeting on May 29, 2018 but did support the amendment to remove the separate area for sale of alcohol where groceries were sold. Council gave direction at that time to bring back the revised provisions.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Abel, Ritchason, Luft, McCabe
NAYS:	Lloyd Orrick

8.6. Resolution No. 112-18/19 - Land Lease Agreement for Solar Project at Pekin Municipal Airport

Mark Rothert Assistant City Manager presented the terms of the 20 year agreement to Hawk-Attollo, LLC to lease 10 acres at the Pekin Municipal Airport to construct and manage a solar array system that would generate solar power to the electric grid network. The City could also become a subscriber of 40% of the energy produced, a savings estimated at \$16,000.00 per year. The escrow fund for decommission of the project as provided for in the agreement was discussed by Council Members.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Michael Brown brought to Council's attention the fact that as custodian for his 5 year old grandchild he had serious concerns that the student was dropped off from the school bus at the wrong location.

Elaine Richey spoke in defense of the bus drivers at the hectic beginning of the school year. She voiced concern that recognition was not given to past Council Member Henry VanderHeyden on his recent passing.

John McNish informed the Council that the Greater Peoria Economic Development Council website did not have current information on their website including the Mayor as a Board Member.

Rick Hilst asked for an update on receiving the money from the State for the jurisdictional transfer of Court Street and VFW Road.

Dave Nutter asked that the Council and staff investigate the local use gas tax and motor fuel tax and the capitol fund information he has found in the line items. He expressed concern of double dipping.

Charity Gullett expressed appreciation to Chief Dossey, Council Member Luft, Mark Rothert and Mayor McCabe for supporting the Community Project of Pekin group in doing more for the community.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 1. PERSONNEL AND 6. SETTING OF A PRICE FOR SALE OF MUNICIPALLY OWNED PROPERTY

- 10.1. Motion to: Motion to Move to Executive Session**
 Motion was made by Council Member Schramm and seconded by Council Member Abel to move to Executive Session at 7:15 p.m. to discuss 5 ILCS 120/2 (c.) 1. Personnel and 5 ILCS 120/2 (c.) 6. Setting of a Price for Sale of Municipally Owned Property.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

NEW BUSSINESS

The Council returned to open session at 7:50 p.m. to continue agenda items under New Business.

- 11.1. Resolution No. 113-18/19 - Employment Agreement for Interim City Manager**
 All Council Members returned to open session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

ADJOURN

No further business to come before the Council, motion was made by Council Member Schramm, seconded by Council Member Luft that Council adjourn. Motion carried viva voce.

Mayor McCabe adjourned the meeting in open session at 7:50 P.M.

Minutes Acceptance: Minutes of Aug 27, 2018 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 21, 2018****From: John Lebegue, Building & Inspections****AGENDA ITEM:** Pekin Zoning Board of Appeals Minutes Dated April 11, 2018**AGENDA DATE REQUESTED:** September 10, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Pekin Zoning Board of Appeals
City Council Chambers
111 S. Capitol Street, 2nd Level
April 11, 2018
5:00pm**

Present:

John Kennedy, Chair
Mary Lanane
Wayne Altpeter

Chris Lang
Kim Joesting
Charity Gullett

Staff Present: Attorney Scott Kriegsman, John Lebeque, Building Inspections/Development Director

John Kennedy, Chair led the pledge of allegiance.

John Kennedy, Chair called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

John Kennedy, Chair asked for approval of the Agenda.

MOTION by Kim Joesting, seconded by Greg Henderson to approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

John Kennedy, Chair asked for approval of the November 8, 2017 Minutes.

MOTION by Wayne Altpeter, seconded by Chris Lang, to approve the Minutes of November 8, 2017 as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #1:

Hearing #1: Open: 5:03pm Closed: 5:10pm

Hearing #1:

To allow applicant Joseph Payne of Above Standard Fencing, representing owner Peggy Broombaugh, to increase the height of a fence in the front yard from to 5 feet in height, in lieu of the allowed 4 foot, ornamental fence in front yard, to install 8 linear feet of vinyl, privacy fencing tapering from 5 feet in height to 3 feet in height, as stated in the current Zoning Code for R-4(One Family Residential District) located at 1023 Market Street, with a Legal Description of SEC 35 T25N R5W Campbell Durley & Newhalls Addn. Lot 12 Blk. 21 SW 1/4, with the following P.I.N.# 04-04-35-362-012 in Tazewell County, Illinois.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, Peggy Broombaugh, owner, came forward and explained the reasons that she was seeking a variance to install a section of fencing into the front yard setback area. Ms. Broombaugh stated that she wished to have the section of fencing installed to prevent the kids from the neighboring property to come onto her property and to maintain a level of privacy.

Charity Gullett stated that without entirely enclosing the front yard with a fence, that the proposed section of fencing would not make that much sense in preventing kids from coming onto her property.

Ms. Broombaugh explained that the proposed fencing would help hide the mess next door without having to go to the expense of completely enclosing the front yard with a fence. Ms. Broombaugh continued by explaining that she has had a history of problems with the tenants of the rental property to the west of her property.

Wayne Altpeter stated that he too doubted that a section of fence would be of much help to prevent kids from coming onto her property.

Charity Gullett stated that Ms. Broombaugh should work with the City Code Enforcement Dept. to address the mess that exists next door, as that will work better than the fence.

Chairman John Kennedy then requested that the Code Enforcement Dept. inspect the rental property to the west of 1023 Market Street and assist Ms. Broombaugh in addressing any code violations that may exist at the neighboring property.

Chairman John Kennedy then asked if the City had received any calls in regard to the variance application. Building Inspections / Development Director John Lebeque answered by stating that the City received no calls or feedback in regard to the variance request from the public.

Chairman John Kennedy then called for a vote on the variance request. On roll call vote, Nays: Mary Lanane, Wayne Altpeter and Charity Gullett Ayes: Chairman John Kennedy, Chris Lang and Kim Joesting. **VARIANCE REQUEST DENIED.**

Application #2:

Hearing #2: Open: 5:10 pm Closed: 5:15 pm

Hearing #2:

To allow applicant, Jeffrey P. Graves, dba Pekin Properties, LLC, to decrease the required rear yard setback of 10 feet to 4.7 feet to allow the demolition and re-construction of the existing, non-conforming building, as stated in the current Zoning Code for a B-3(General Business District)located at 425 Ann Eliza Street, with a Legal Description of SEC

35 T25N R5W Pekin Original Town PT Lots 9 and 10 Block 74 SW ¼, with the following P.I.N.# 04-04-35-327-010 in Tazewell County, Illinois.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, applicant, Jeffrey Graves stated that the variance was being requested a second time to allow the demolition and reconstruction of the existing non-conforming building for a future showroom for a cellular telephone tenant. Mr. Graves continued by explaining that after further evaluation, the existing building was found to be constructed to agricultural standards and conversion of the building to a commercial standard would not be cost effective, therefore he has decided to demolish the existing building and build a new building with the same non-conforming rear yard setback. Mr. Graves ended his comments by explaining that the new building would be moved 5 feet to the east to provide more space from the property to the west and to provide an area for an enclosed dumpster area.

Kim Joesting stated that he was happy that the building had been moved to the east to provide additional space between the buildings.

Chairman John Kennedy then asked if the City had received any calls concerning the variance application. Building Inspections / Development Director John Lebegue answered by stating that the City received 1 call in regard to the variance request for 425 Ann Eliza Street and that the call was in favor of the variance request.

Chairman John Kennedy then called for a then called for a vote on the variance request. On roll call vote, **Ayes:** Chairman John Kennedy, Chris Lang, Kim Joesting, Wayne Altpeter, Mary Lanane, and Charity Gullett.
VARIANCE REQUEST APPROVED.

Application #3:

Hearing #3: Open: 5:15 pm Closed: 5:22 pm

Hearing #3:

To allow Gordon Pari, applicant, to reduce the required front, rear and side building setbacks, which is currently not allowed as stated in the current Zoning Code for I-2 (General Industrial District), in order to construct a 42 foot by 80 foot storage building located at 515 Main Street with a Legal Description of Sec 03 T24 N R5W Cincinnati Addn. Lot 140 NW ¼ in Tazewell County, Illinois, with the following P.I.N.# 04-10-03-103-008.

Discussion: After Chairman John Kennedy asked if anyone had any questions or wished to speak concerning the matter, applicant, Gordon Pari explained the nature of the request and the reason for the variance requests. Mr. Pari explained that he had been looking for a property on which to construct the proposed storage building and this property met many of his requirements. Mr. Pari ended by stating that full application of the required yard setbacks rendered the property at 515 Main Street and the

building he was planning on constructing would be a substantial improvement for the area.

Kim Joesting then asked Mr. Pari if he had any plans to rent out space in the proposed storage building.

Mr. Pari responded by stating that he had no plans to rent any space and the storage building was entirely for his private use.

Mary Lanane then inquired as to whether the City received any calls or correspondence concerning the variance requests.

Building Inspections / Development Director John Lebegue answered by stating that the City received three call concerning the variance requests for 515 Main Street and that all calls were in favor of the variance request.

Chairman John Kennedy then called for a then called for a vote on the variance request. On roll call vote, **Ayes:** Chairman John Kennedy, Chris Lang, Kim Joesting, Wayne Altpeter, Mary Lanane, and Charity Gullett.

VARIANCE REQUESTS APPROVED.

PUBLIC INPUT:

No public input at this time.

John Kennedy, Chair asked for a motion to adjourn.

MOTION by Wayne Altpeter, seconded by Kim Joesting to **ADJOURN** the meeting. Meeting Adjourned at 5:23pm.

Zoning Board of Appeals
John R. Lebegue, Secretary

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 4, 2018****From: John Lebegue, Building & Inspections****AGENDA ITEM:** Pekin Plan Commission Minutes - July 11, 2018 Meeting**AGENDA DATE REQUESTED:** September 10, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 July 11, 2018
 5:30pm

Present:

Bill Craig, Chair	James Ruth
Steve Thompson	Ron Knautz
Chris Deverman	Amy Wilson
Tim Bonnette	Don Hild

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

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Sue Bosich.

MOTION by Chris Deverman to approve the July 11, 2018 Agenda, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

MOTION by Steve Thompson to approve the minutes of June 13, 2018, Seconded by James Ruth. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

Chairman Bill Craig reported that at the June 18, 2018 regular meeting, the City Council concurred with the recommendation of the Plan Commission, and unanimously approved the Map Amendment request to rezone the property at 313 S. 6th Street from RM-3 (Multiple Family Residential) to OS-1 (Office Service District).

Application #1: Review and consideration of a petition for a Map Amendment to rezone properties on Dane Kelsey Drive.

Hearing #1 (#07-1917): Consideration of a Petition for a Map Amendment submitted by Lake Whitehurst Cliffs, Inc. for the Re-Zoning of property currently zoned R-2, (One-Family Residential to RT (Two-Family Residential) to have the ability to construct two-family dwelling on certain vacant property located at 2013 Dane Kelsey Dr., 2017 Dane Kelsey Dr., 2021 Dane Kelsey Dr., with the following Legal Descriptions:

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 15 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-008, with a street address of 2013 Dane Kelsey Dr.

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 16 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-007, with a street address of 2017 Dane Kelsey Dr.

SEC 26 T25N R5W Lake Whitehurst Cliffs SEC 1 Lot 17 NE ¼ in Tazewell County, Illinois, with P.I.N.# 04-04-26-201-006, with a street address of 2021 Dane Kelsey Dr.

Open Public Hearing: 5:35 pm

Bill Craig, Chairman, entertained a motion for discussion.

Motion made by James Ruth, seconded by Steve Thompson, to open discussion.

Chairman Bill Craig opened the discussion and asked if there was anyone here to speak in regard to the issue.

David Whitehurst, representing Lake Whitehurst Cliffs, Inc., came forward and addressed the members of the Plan Commission in regard to the rezoning request. Mr. Whitehurst explained that he is seeking the rezoning of Lots 15, 16 and 17 for the purpose of constructing duplexes on the currently vacant lots. Mr. Whitehurst further stated that the units would not be rentals and that the value of each duplex building would be \$500,000 and be owner occupied. Mr. Whitehurst ended by stating that he did not intend to build any spec duplexes if the rezoning of the lots were approved and that the duplexes would only be constructed if there were intended owners.

Cynthia McCammon Johnson of 2009 Dane Kelsey Drive then came forward and explained that her home was directly to the south of Lot 15, which was one of the lots that was the subject of the rezoning request and that she purchased the property with the expectation that any new construction to the north of her home would be single family residences. Ms. Johnson continued by stating that she was strongly opposed to the rezoning of the property to RT-2, as the construction of duplexes would be contrary to the established development pattern of the block and neighborhood. Ms. Johnson concluded by stating that allowing the construction of duplexes on the three lots would be spot zoning and that it would not be logical to sandwich in the duplexes between the existing single family homes.

Robert Stash of 2029 Dane Kelsey Drive came forward and stated that he did not want to see the lots rezoned to allow the construction of duplexes and felt that such development would negatively impact the property values of homes in the neighborhood.

Ron Miller of 2003 Dane Kelsey Drive came forward and explained that he owns two properties in that subdivision and felt that the rezoning was not appropriate and did not feel that there was a strong market for high value duplexes that Mr. Whitehurst intends to construct on the lots. Mr. Miller further stated that he believed that property values would be lowered if the rezoning was approved and duplexes were allowed to be constructed.

Carolyn Ferrell of 2033 Dane Kelsey Drive came forward and stated that she was opposed to the rezoning and that the construction of duplexes on those lots was inappropriate for the neighborhood.

Close Public Hearing: 5:52 pm.

Commissioner James Ruth asked if there was a homeowner's association for the neighborhood on Dane Kelsey Drive that set out standards of how the lots could be developed.

Mr. Whitehurst answered that, no, there was no homeowners association for that subdivision.

Commissioner Don Hild had questions and concerns as to the impact on the home at 2009 Dane Kelsey if the lots were rezoned and duplexes were constructed.

Commissioner James Ruth stated that he was initially in favor of the rezoning request, but given the fact that there are other lots available in that subdivision that are zoned RT-2 and are not being purchased or developed, changed his opinion on the matter.

Chairman Bill Craig the stated that in his opinion, the zoning for that subdivision had been set and he was very hesitant to make any changes to the established development pattern. Chairman Craig further stated that if the property at 2009 Dane Kelsey had not been developed with a single family residence his opinion might be different.

Chairman Bill Craig called the question on the request for a map amendment to rezone the properties on Dane Kelsey Drive from R-2, Single Family Residential District to RT-2, Two Family Residential District. On a roll call vote, all present voted Nay. Motion failed.

No public input.

Chairman Bill Craig then explained to the other Commissioners that in the coming months he wanted to look at making changes to the code and to make adjustments to the fees being charged for zoning applications, as the current application fee of \$85.00 does not adequately cover the costs and time it takes to process zoning and development applications.

Motion made by Ron Knautz, seconded by Chris Deverman to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 6:05 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 5, 2018****From: John Lebegue, Building & Inspections****AGENDA ITEM:** August 2018 Building Report**AGENDA DATE REQUESTED:** September 10, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Cash Receipts

Receipt Listing by GL

User: berps
 Printed: 09/04/2018 - 7:55 AM

(un)dated 8102 tsndny : 2051) (un)dated 8102 tsndny :unent: Attachment



City Of Pekin
 in S. Capitol
 Pekin, IL 61554

Account Number	Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420800	00568402	False	026498	Ross Blunier	Electrical Contractors License	8/27/2018	Electrical License Fund: 100	100.00
							Total:	100.00
100-793-423000	00565067	False	000000	Ruby Cockerham	Home Occupation License	8/16/2018	Home Occupations License Fund: 100	45.00
							Total:	45.00
100-793-425500	00561736	False	000000	MCallister Plumbing	Hvac Permit	8/3/2018	HVAC Permit	40.00
	00561745	False	000000	Rich Freeman		8/3/2018	HVAC Permit	40.00
	00562018	False	000000	Fritch HVAC		8/3/2018	HVAC Permit	20.00
	00562022	False	000000	Covenant Heating		8/3/2018	HVAC Permit	20.00
	00562025	False	000000	Covenant Heating		8/3/2018	HVAC Permit	40.00
	00564177	False	000000	Fritch Heating		8/10/2018	HVAC Permit	20.00
	00564178	False	000000	Schuck Remodeling		8/10/2018	HVAC Permit	20.00
	00564188	False	000000	Rich Freeman HVAC		8/10/2018	HVAC Permit	20.00
	00564193	False	000000	Griffin Heating		8/10/2018	HVAC Permit	40.00
	00564194	False	000000	Keller HVAC		8/10/2018	HVAC Permit	40.00
	00564196	False	000000	Cordis Heating		8/10/2018	HVAC Permit	60.00
	00564198	False	000000	Cordis Heating		8/10/2018	HVAC Permit	60.00
	00564201	False	000000	Cordis Heating		8/10/2018	HVAC Permit	60.00
	00564202	False	000000	Cordis HVAC		8/10/2018	HVAC Permit	20.00
	00564218	False	000000	Bill Irwin HVAC		8/10/2018	HVAC Permit	80.00
	00564924	False	000000	Freeman Heating		8/16/2018	HVAC Permit	40.00
	00564966	False	000000	Fritch Heating		8/16/2018	HVAC Permit	20.00
	00564967	False	000000	Meister Heating		8/16/2018	HVAC Permit	40.00
	00564968	True	000000	Trouble Free Plumbing		8/16/2018	HVAC Permit	40.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00564971	False	000000	Mucciante Heating		8/16/2018	HVAC Permit	160.00
00564972	False	000000	Mucciante HVAC		8/16/2018	HVAC Permit	80.00
00565066	False	000000	Cool Tech Heating		8/16/2018	HVAC Permit	40.00
00565073	False	000000	Bratcher Heating		8/16/2018	HVAC Permit	40.00
00565076	False	000000	A&A Air Conditioning		8/16/2018	HVAC Permit	40.00
00565082	False	000000	Trouble-Free Plumbing		8/16/2018	HVAC Permit	80.00
00566913	False	000000	Brandon Thies		8/23/2018	HVAC Permit	40.00
00566924	False	000000	Cordis Heating		8/23/2018	HVAC Permit	80.00
00566925	False	000000	Cordis Heating		8/23/2018	HVAC Permit	40.00
00566926	False	000000	Kalman Engineering		8/23/2018	HVAC Permit	40.00
00566943	False	000000	Staats Service		8/23/2018	HVAC Permit	40.00
00570353	False	000000	Freeman HVAC		8/30/2018	HVAC Permit	40.00
00570659	False	000000	Cordis Heating		8/31/2018	HVAC Permit	60.00
00570685	False	000000	Staats Service		8/31/2018	HVAC Permit	40.00
00570689	False	000000	Standard HVAC		8/31/2018	HVAC Permit	181.00
00570691	False	000000	Covenant Heating		8/31/2018	HVAC Permit	20.00
00570696	False	000000	Leach & Company		8/31/2018	HVAC Permit	40.00
00570700	False	000000	Service Inc.		8/31/2018	HVAC Permit	40.00
00570735	False	000000	Fritch Heating		8/31/2018	HVAC Permit	40.00
00570774	False	000000	Freeman Heating		8/31/2018	HVAC Permit	40.00
00570789	False	000000	Lindsey HVAC		8/31/2018	HVAC Permit	20.00
00570790	False	000000	Lindsey Heating		8/31/2018	HVAC Permit	40.00
Total:							1,961.00
Fund: 100							
100-793-426000				Electrical Permits			
00561741	False	000000	360 Electric		8/3/2018	Electrical Permit	43.00
00561742	False	000000	Dennis Electric		8/3/2018	Electrical Permit	31.00
00562015	False	000000	Schwartz Electric		8/3/2018	Electrical Permit	43.00
00562028	False	000000	Porter Electric		8/3/2018	Electrical Permit	43.00
00562030	False	000000	Schwartz Electric		8/3/2018	Electrical Permit	43.00
00563774	False	000000	Kayla Walden		8/8/2018	Electrical Permit	26.00
00564184	False	000000	Porter Electric		8/10/2018	Electrical Permit	43.00
00564205	False	000000	Rumbold & Rumbold		8/10/2018	Electrical Permit	43.00
00564209	False	000000	Kaiser Electric		8/10/2018	Electrical Permit	43.00
00564211	False	000000	Oberlander Electric		8/10/2018	Electrical Permit	751.00
00564219	False	000000	Dennis Electric		8/10/2018	Electrical Permit	43.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00565068	False	000000	Porter Electric		8/16/2018	Electrical Permit	43.00
00565069	False	000000	Porter Electric		8/16/2018	Electrical Permit	43.00
00565070	False	000000	Serenity Electric		8/16/2018	Electrical Permit	79.00
00565077	False	000000	Trapp Electric		8/16/2018	Electrical Permit	57.00
00566902	False	000000	Porter Electric		8/23/2018	Electrical Permit	43.00
00566905	False	000000	Zeller Electric		8/23/2018	Electrical Permit	43.00
00566906	False	000000	360 Electric		8/23/2018	Electrical Permit	31.00
00566911	False	000000	Schwartz Electric		8/23/2018	Electrical Permit	43.00
00566928	False	000000	T.J. Lowe		8/23/2018	Electrical Permit	43.00
00566934	False	000000	Tiger Construction		8/23/2018	Electrical Permit	43.00
00566942	False	000000	360 Electric		8/23/2018	Electrical Permit	31.00
00566947	False	000000	Gail Nichting		8/23/2018	Electrical Permit	31.00
00570061	False	000000	Trapp Electric		8/31/2018	Electrical Permit	31.00
00570063	False	000000	Schwartz Electric		8/31/2018	Electrical Permit	43.00
00570064	False	000000	360 Electric		8/31/2018	Electrical Permit	43.00
00570676	False	000000	Dennis Electric		8/31/2018	Electrical Permit	97.00
00570698	False	000000	Dan Buttum		8/31/2018	Electrical Permit	43.00
00570699	False	000000	Kaiser Electric		8/31/2018	Electrical Permit	43.00
100-793-426400							Total:
Building And Rezoning Permit							1,982.00
00561083	False	000000	Henry Gosnell		8/3/2018	Building Rezoning Permits	377.00
00561688	False	000000	Haney Home Inc		8/3/2018	Building Rezoning Permits	20.00
00561731	False	000000	Rod Henderson		8/3/2018	Building Rezoning Permits	35.00
00561733	False	000000	Raymond Van Duker		8/3/2018	Building Rezoning Permits	53.00
00561739	False	000000	Meissa Hurt		8/3/2018	Building Rezoning Permits	53.00
00561740	False	000000	Pekin Community High School		8/3/2018	Building Rezoning Permits	1,600.00
00561744	False	000000	Buford Pusser		8/3/2018	Building Rezoning Permits	20.00
00561746	False	000000	Menold Construction		8/3/2018	Building Rezoning Permits	152.00
00561979	False	000000	Svendson Construction		8/3/2018	Building Rezoning Permits	71.00
00561981	False	000000	Timothy Althiser		8/3/2018	Building Rezoning Permits	53.00
00562016	False	000000	Global Construction		8/3/2018	Building Rezoning Permits	56.00
00562027	False	000000	LAW		8/3/2018	Building Rezoning Permits	20.00
00562029	False	000000	Steven Fitzanko		8/3/2018	Building Rezoning Permits	53.00
00562032	False	000000	Bryan Walker Enterprise		8/3/2018	Building Rezoning Permits	53.00
00562034	False	000000	K.A.B. Roofing		8/3/2018	Building Rezoning Permits	77.00

CR - Cash Receipts Proof List by GL (09/04/2018 - 7:55 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00562036	False	000000	GP Contractors		8/3/2018	Building Rezoning Permits	56.00
00562487	False	000000	ODonnell Custom		8/6/2018	Building Rezoning Permits	65.00
00563774	False	000000	Kayla Walden		8/8/2018	Building Rezoning Permits	30.00
00564120	False	000000	Harold Fitzanko		8/10/2018	Building Rezoning Permits	20.00
00564175	False	000000	Benassi Roofing		8/10/2018	Building Rezoning Permits	106.00
00564180	False	000000	Above Standard Fence		8/10/2018	Building Rezoning Permits	60.00
00564181	False	000000	Whistles Tremont Roofing		8/10/2018	Building Rezoning Permits	62.00
00564182	False	000000	Perfect Choice Exteriors		8/10/2018	Building Rezoning Permits	20.00
00564183	False	000000	Susan Lewis		8/10/2018	Building Rezoning Permits	20.00
00564189	False	000000	Mike Storch		8/10/2018	Building Rezoning Permits	35.00
00564190	False	000000	Kelly Keller		8/10/2018	Building Rezoning Permits	20.00
00564191	False	000000	Joy Deem		8/10/2018	Building Rezoning Permits	20.00
00564192	False	000000	Cathy Baxter		8/10/2018	Building Rezoning Permits	20.00
00564195	False	000000	Cynthia Fitzanko		8/10/2018	Building Rezoning Permits	66.00
00564204	False	000000	Marcella Hall		8/10/2018	Building Rezoning Permits	20.00
00564206	False	000000	Copelen Builders		8/10/2018	Building Rezoning Permits	40.00
00564208	False	000000	Kyle Traylor		8/10/2018	Building Rezoning Permits	20.00
00564210	False	000000	Larry Reese		8/10/2018	Building Rezoning Permits	20.00
00564212	False	000000	Etta Martis		8/10/2018	Building Rezoning Permits	20.00
00564221	False	000000	Steve Bethel		8/10/2018	Building Rezoning Permits	40.00
00564964	False	000000	Peoria Siding		8/16/2018	Building Rezoning Permits	116.00
00564970	False	000000	Benassi Roofing		8/16/2018	Building Rezoning Permits	111.00
00564973	False	000000	Daniel Campbell		8/16/2018	Building Rezoning Permits	92.00
00564975	False	000000	Rick Henrichs		8/16/2018	Building Rezoning Permits	20.00
00565064	False	000000	River City Roofing		8/16/2018	Building Rezoning Permits	59.00
00565065	False	000000	Mucciante Heating		8/16/2018	Building Rezoning Permits	152.00
00565071	False	000000	Paula Sims		8/16/2018	Building Rezoning Permits	20.00
00565072	False	000000	Calhoon Architectural Metals		8/16/2018	Building Rezoning Permits	185.00
00565074	False	000000	360 Electric		8/16/2018	Building Rezoning Permits	57.00
00565078	False	000000	Corey O'Donnell		8/16/2018	Building Rezoning Permits	131.00
00565079	False	000000	Antonini Brothers		8/16/2018	Building Rezoning Permits	197.00
00565080	False	000000	Jason Chatterton		8/16/2018	Building Rezoning Permits	35.00
00565181	False	000000	Phil Wolfe		8/17/2018	Building Rezoning Permits	51.00
00565193	False	000000	Reinbeck Construction LLC		8/20/2018	Building Rezoning Permits	305.00
00566903	False	000000	Benassi Roofing		8/23/2018	Building Rezoning Permits	83.00

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00566908	False	000000	American Dream Home	8/23/2018	Building Rezoning Permits	59.00
00566910	False	000000	Theinert Const.	8/23/2018	Building Rezoning Permits	98.00
00566912	False	000000	Bear Walls	8/23/2018	Building Rezoning Permits	40.00
00566915	False	000000	Wayne Litwiler Excavating	8/23/2018	Building Rezoning Permits	80.00
00566916	False	000000	Chip Pauli	8/23/2018	Building Rezoning Permits	40.00
00566917	False	000000	Rocky Top	8/23/2018	Building Rezoning Permits	77.00
00566918	False	000000	Above Standard Fence	8/23/2018	Building Rezoning Permits	35.00
00566919	False	000000	Above Standard Fence	8/23/2018	Building Rezoning Permits	40.00
00566920	False	000000	Atet Construction	8/23/2018	Building Rezoning Permits	50.00
00566921	False	000000	Atet Construction	8/23/2018	Building Rezoning Permits	53.00
00566931	False	000000	Bernassi Roofing	8/23/2018	Building Rezoning Permits	136.00
00566932	False	000000	Bernassi Roofing	8/23/2018	Building Rezoning Permits	86.00
00566936	False	000000	J.A.B. Roofing Solutions	8/23/2018	Building Rezoning Permits	167.00
00566937	False	000000	Menold Construction	8/23/2018	Building Rezoning Permits	53.00
00566940	False	000000	Cindy Carlton	8/23/2018	Building Rezoning Permits	62.00
00566941	False	000000	Phil Underwood	8/23/2018	Building Rezoning Permits	59.00
00566946	False	000000	Perfect Choice	8/23/2018	Building Rezoning Permits	35.00
00567822	False	000000	Mary Nolan	8/24/2018	Building Rezoning Permits	20.00
00570416	False	000000	Jim Foreiro	8/30/2018	Building Rezoning Permits	20.00
00570667	False	000000	Jay Schmidt & Son	8/31/2018	Building Rezoning Permits	20.00
00570690	False	000000	Dalton Harmon	8/31/2018	Building Rezoning Permits	20.00
00570694	False	000000	Messing Construction	8/31/2018	Building Rezoning Permits	35.00
00570697	False	000000	Bernassi Roofing	8/31/2018	Building Rezoning Permits	193.00
00570709	False	000000	Ekhoff Builders	8/31/2018	Building Rezoning Permits	130.00
00570716	False	000000	Ekhoff Builders	8/31/2018	Building Rezoning Permits	151.00
00570723	False	000000	JW's Remodeling	8/31/2018	Building Rezoning Permits	155.00
00570767	False	000000	River City Construction	8/31/2018	Building Rezoning Permits	3,235.00
00570781	False	000000	Kelly Vansaghi	8/31/2018	Building Rezoning Permits	59.00
00570788	False	000000	Leonard Miller	8/31/2018	Building Rezoning Permits	20.00
100-793-451200					Fund: 100	Total:
			Plumbing Permits			10,408.00
00561096	False	000000	Tucker Plumbing	8/3/2018	Plumbing Inspections	105.00
00561732	False	000000	Covenant Heating	8/3/2018	Plumbing Inspections	20.00
00561738	False	000000	McAllister Plumbing	8/3/2018	Plumbing Inspections	107.00
00562019	False	000000	Precision Piping Systems	8/3/2018	Plumbing Inspections	192.00

CR - Cash Receipts Proof List by GL (09/04/2018 - 7:55 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00562021	False	000000	Walter Beach Plumbing		8/3/2018	Plumbing Inspections	25.00
00562040	False	000000	Peters Plumbing		8/3/2018	Plumbing Inspections	104.00
00564141	False	000000	PIPCO		8/10/2018	Plumbing Inspections	46.00
00564186	False	000000	Walter Beach Plumbing		8/10/2018	Plumbing Inspections	74.00
00564207	False	000000	David Burling & Son		8/10/2018	Plumbing Inspections	55.00
00564214	False	000000	Tazewell Plumbing		8/10/2018	Plumbing Inspections	40.00
00564215	False	000000	Tazewell Plumbing		8/10/2018	Plumbing Inspections	40.00
00564216	False	000000	Tazewell Plumbing		8/10/2018	Plumbing Inspections	40.00
00564217	True	000000	Tazewell Plumbing		8/10/2018	Plumbing Inspections	77.00
00564220	False	000000	Reading & Son		8/10/2018	Plumbing Inspections	25.00
00564237	False	000000	Tazewell Plumbing		8/10/2018	Plumbing Inspections	52.00
00564969	False	000000	Illini Plumbing		8/16/2018	Plumbing Inspections	16.00
00564976	False	000000	Peters Plumbing		8/16/2018	Plumbing Inspections	50.00
00565075	False	000000	Tazewell Plumbing		8/16/2018	Plumbing Inspections	55.00
00565081	False	000000	Burling & Son		8/16/2018	Plumbing Inspections	155.00
00566909	False	000000	David Burling & Son		8/23/2018	Plumbing Inspections	110.00
00566927	False	000000	TCL Companies		8/23/2018	Plumbing Inspections	40.00
00566938	False	000000	Tazewell Plumbing		8/23/2018	Plumbing Inspections	45.00
00566944	False	000000	Travco Plumbing		8/23/2018	Plumbing Inspections	89.00
00570660	False	000000	Grasser Plumbing		8/31/2018	Plumbing Inspections	20.00
00570666	False	000000	Ogborn Plumbing		8/31/2018	Plumbing Inspections	25.00
00570687	False	000000	Gary Towne		8/31/2018	Plumbing Inspections	25.00
00570692	False	000000	Covenant Heating		8/31/2018	Plumbing Inspections	40.00
00570786	False	000000	Walter Beach Plumbing		8/31/2018	Plumbing Inspections	25.00
00570787	False	000000	F. W. Boland Plumbing		8/31/2018	Plumbing Inspections	25.00
Total:							1,722.00
100-793-463600 Code Violation Fines							
00566443	False	000000	Daniel McCarty		8/22/2018	Code Violation Fines	300.00
Total:							300.00
100-793-499800 Miscellaneous Receipts							
00564179	False	000000	Hartnet Concrete		8/10/2018	Misc Receipts	20.00
00564187	False	000000	Mark Bale		8/10/2018	Misc Receipts	20.00
00564203	False	000000	Brittany Duffield		8/10/2018	Misc Receipts	85.00
00566899	False	000000	Barb Lamberson		8/23/2018	Misc Receipts	75.00

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00566923	False	000000 Alice Neville		8/23/2018	Misc Receipts	85.00
00566939	False	000000 State Permits		8/23/2018	Misc Receipts	100.00
100-793-499802			Cash Over/short		Fund: 100	Total:
00565100	False	000000 Cash drawer over \$10.00		8/16/2018	Cash Over/Short	10.00
					Fund: 100	Total:
Report Totals:						16,913.00

For August 2018

7.3.a

Code Enforcement Citations by Type

Printed: 9/4/2018

Page 1 of 2

Code Descriptor		Code Identifier	1
Code Descriptor	Permits required for work	Code Identifier	11
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	17
Code Descriptor	Fences/ Height and location	Code Identifier	2
Code Descriptor	Parking regulations front yard setback	Code Identifier	9
Code Descriptor	Setback requirements	Code Identifier	1
Code Descriptor	Mosquito problem	Code Identifier	5
Code Descriptor	Unsafe structure	Code Identifier	6
Code Descriptor	Structure unfit for human occupancy	Code Identifier	3
Code Descriptor	Property maintenance violation	Code Identifier	15
Code Descriptor	Right-of-way obstructions	Code Identifier	37
Code Descriptor	Placement of litter containers	Code Identifier	2

Attachment: August 2018 Building Report (1507 : August 2018 Building Report)

Code Enforcement Citations by Type

Printed: 9/4/2018

Page 2 of 2

Code Descriptor	Tall grass and weeds	Code Identifier	83
Code Descriptor	Junk cars	Code Identifier	8
Code Descriptor	Junk and debris	Code Identifier	34
Code Descriptor	Maintenance of animals	Code Identifier	1
Code Descriptor	Dog droppings in yard	Code Identifier	1
Code Descriptor	Non-conforming use/structure	Code Identifier	1
Code Descriptor	Off street parking	Code Identifier	5

Attachment: August 2018 Building Report (1507 : August 2018 Building Report)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 5, 2018

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Knights of Columbus

AGENDA DATE REQUESTED: September 10, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Office of the Mayor



Proclamation

WHEREAS, the Knights of Columbus will be conducting its 50th Annual Intellectual Disabilities Drive; and

WHEREAS, the Knights of Columbus in the State of Illinois have undertaken a project of assistance for the treatment and care of the mentally handicapped; and

WHEREAS, the local Councils of Knights of Columbus have annually conducted a statewide campaign in the communities in Illinois; and

WHEREAS, Archbishop Schlarman Council No. 3507 of Pekin will hold their 50th Annual Tootsie Roll Drive, Friday, September 21 through Sunday, September 23, 2018; and

WHEREAS, ninety percent (90%) of these proceeds remain in the Pekin area to be distributed to the Ann Benjamin Handicapped Children's Summer Camp Trust Fund, the Schramm Educational Center, the Miller Home, the Pekin Park District Special Recreation Association, the YWCA Adaptive Aquatics/Special Olympics Swim Program, as well as Special Olympics.

NOW, THEREFORE, BE IT RESOLVED that I, JOHN MCCABE, Mayor of the City of Pekin, Illinois, do hereby proclaim Friday, September 21 thru Sunday, September 23, 2016, to be

"INTELLECTUAL DISABILITIES WEEK"

in the City of Pekin, Tazewell County, Illinois and I urge all citizens to take cognizance of and cooperate in the campaign.

ADOPTED, this 10th day of September, in the Year of Our Lord, Two thousand and Eighteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 4, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Hanson Front Street Engineering for Phase 2 Agreement

AGENDA DATE REQUESTED: September 10, 2018

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services for design services for the Front Street Project in an amount not to exceed \$587,000.

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services for the phase two (final design) of the Front Street Project. The City has previously entered into an agreement with Hanson for the design of the Front Street Project during August 28th, 2017 council meeting. After receiving funding from the State of Illinois through the Illinois Competitive Freight Program, the state determined the City would need to follow the most current Qualification Based Selection (QBS) for the design services and would not honor the previous agreement for the funding allocation. Therefore the City solicited qualifications for design services and received two respondents. Hanson was selected as the most qualified engineering firm and negotiations were started. This agreement is to perform the phase two (final design) for the Front Street Project as listed in the agreement. The overall, not to exceed, cost for this agreement is \$587,000 which is approximately 10% of the estimated construction cost. The City will terminate the existing agreement with Hanson with the execution of this agreement.

FINANCIAL IMPACT: This cost is reimbursable through the Illinois Competitive Freight Grant the City received for Front St. With this grant the City is only responsible for 20% of the cost up to maximum federal share of \$469,000. Therefore the cost would be broken down as follows:

Federal Share – \$469,000

City Share - \$118,000

The City share will utilize Motor Fuel Tax (MFT) funding for its portion of this agreement.

NEIGHBORHOOD CONCERNS: Front Street is in need of repair and increased storm water drainage. This project will allow for better access along Front Street with two way traffic and increased width to make passing traffic safely. The City received Illinois Competitive Freight Funding which will pay for 80% of the cost of project.

IMPACT IF APPROVED: The old agreement with Hanson will be terminated and the new agreement will be executed. This will allow the City to continue with the design of the project to meet the timeframe required for the grant funding.

IMPACT IF DENIED: The old agreement with Hanson will be terminated and the City would enter into negotiations with the other firm that submitted qualifications. However this would make it difficult to meet the expectations of the funding's timeframe.

ALTERNATIVES: Do not utilize the grant funding and continue the design with Hanson utilizing previously allocated MFT funding.

RELATED TO EFFICIENCY STUDY: Capital infrastructure projects to replace failing infrastructure.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Local Public Agency City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Hanson Professional Services
County Tazewell				Address 7625 N. University Street, Suite 200
Section 18-00188-00-RP				City Peoria
Project No. HAOV(182)				State IL
Job No. D-94-001-19				Zip Code 61614
Contact Name/Phone/E-mail Address Mike Guerra, P.E. 309-478-5348 mmguerra@ci.pekin.il.us				Contact Name/Phone/E-mail Address Kurt Bialobreski, P.E., PTOE 309-713-1408 kbialobreski@hanson-inc.com

THIS AGREEMENT is made and entered into this 10th day of September, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Front Street – Phase II Route FAS 3005 Length 7,280 ft. Structure No. _____
Termini Distillery Street/IL 29 intersection to Fayette/IL 29 intersection

Description:

Final design for Front Street, Distillery Street, and a portion of Fayette Street. Improvement will include new curb and gutter, storm sewer and pavement reconstruction and widening.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge and culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☒ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Attachment: AGR-Front Street Phase II-20180831 (1504 : Hanson Front Street Engineering for Phase 2 Agreement)

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$587,000
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		\$0
Prime Consultant Total:		\$587,000
Total for all Work:		\$587,000

Executed by the LPA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

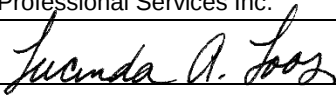
Executed by the ENGINEER:

ATTEST:

By: 

Title: Associate

Hanson Professional Services Inc.

By: 

Title: Vice President

Attachment: AGR-Front Street Phase II-20180831 (1504 : Hanson Front Street Engineering for Phase 2 Agreement)

Exhibit A - Preliminary Engineering

Route: Front Street (FAS 3005)
 Local Agency: City of Pekin
 (Municipality/Township/County)
 Section: 18-00188-00-RP
 Project: HAOV(182)
 Job No.: D-94-001-19

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 174.42 %
 Complexity Factor (R) 0.00
 Calendar Days

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Survey		421	\$35.39	\$14,899.19	\$25,987.17		\$1,941.60	\$6,210.05	\$49,038.01
Environmental		144	\$29.77	\$4,286.88	\$7,477.18		\$35,856.00	\$6,904.91	\$54,524.97
Final Design and Plans		3644	\$37.48	\$136,577.12	\$238,217.81		\$1,437.40	\$54,553.69	\$430,786.02
Project Management		270	\$60.99	\$16,467.30	\$28,722.26		\$793.85	\$6,667.59	\$52,651.00
Totals		4479	\$38.45	\$172,230.49	\$300,404.42		\$40,028.85	\$74,336.24	\$587,000.00

Attachment: AGR-Front Street Phase II-20180831 (1504 : Hanson Front Street Engineering for Phase 2



**Illinois Department
of Transportation**

Engineering Payment Repo

(Submit with Final Invoice)

Prime Consultant

Name	Hanson Professional Services Inc.
Address	7625 N. University Street, Suite 200
Telephone	309-691-0902
TIN Number	

Project Information

Local Agency	City of Pekin
Section Number	14-00188-00EG
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

[illegible]

Signature and title of Prime Consultant

Date _____

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Pekin
 Section Number 18-00188-00-RP
 Project Number HAOV(182)
 Job Number D-94-001-19

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? ☐ Yes ☐ No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? ☐ Yes ☐ No																				
4.	Was public notice given for this project? ☐ Yes ☐ No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____																				
5.	Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No Selection committee (titles) for this project: _____ _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No																				
10.	Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No																				
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No																				

Attachment: AGR-Front Street Phase II-20180831 (1504 : Hanson Front Street Engineering for Phase 2 Agreement)

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

ATTACHMENT A SCOPE OF SERVICES FRONT STREET – PHASE II

Hanson Professional Services Inc. shall prepare contract documents for roadway improvements to Front Street, Distillery Road, and Fayette Street between the intersection of Distillery Road/IL 29 and the intersection of Fayette Street/IL 29 in the City of Pekin (LA). These streets provide access to existing and potentially expanding agribusiness operations along with the City of Pekin sewage treatment facility. As the demand to ship and process grain grows, truck traffic in this area increases.

Planned improvements for Front Street, Distillery Road, and Fayette Street include converting the entire roadway to two-way operations, new concrete pavement with curb and gutter, a new closed drainage system outletting to the Illinois River, a reconstructed railroad crossings with new flashing lights, and reconstructed entrances.

The documents will be prepared in English units using Microstation and in accordance with IDOT's Local Roads and Streets Manual for all work. The construction documents will be prepared for a letting no later than September 2019.

The Scope of Services to be provided includes the attached general conditions (C/S Rev. 7) and the following:

I. Environmental Services

A. Section 404/Section 10 Permit Application

- A. Prepare a Section 404/Section 10 permit application for authorization of a storm water outlet discharge(s) to the Illinois River under Nationwide Permit (NWP) No. 7 (Outfall Structures and Associated Intake Structures), NWP No. 12 (Utility Line Activities), or NWP No. 14 (Linear Transportation Projects). This scope assumes that an individual Section 404/10 permit and individual Section 401 Water Quality Certification will not be required. This scope also assumes that there will be no impacts to wetlands, and that mitigation will not be required for any impacts to waters of the U.S.

B. Preliminary Site Investigation (PSI) – Soil Borings

- A. To investigate the nature and extent of possible soil contamination, a Preliminary Site Investigation (PSI) of any Recognized Environmental Condition (REC) sites identified during the October 2016 Preliminary Environmental Sites Assessment (PESA) will be completed. Hanson will arrange to drill soil borings and collect soil samples for laboratory analyses of potential contaminants. The results of the PSI will be documented in a report, and include recommendations and a remediation scope of work. A PSI is included in the existing agreement; however, additional soil borings are anticipated based on the results of the PESA.

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

C. PESA Validation

- A. The October 2016 PESA will be validated per IDOT requirements by conducting a site visit to observe any land use changes or recent potential contamination and ordering and reviewing an environmental records database for recent incidences. The results of the PESA validation will be documented in a memorandum.

II. Final Design and Plan Preparation

A. Survey

- A. Obtain and review available mapping, construction plans and surveys from City:
 - i. Existing construction plans.
 - ii. GIS topographic and parcel data and orthographic aerial photography. This data will be used for determination of project alternatives.
- B. Utilize existing horizontal and vertical survey control throughout the corridor limits. Horizontal control will be based on Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Permanent monuments will be set along the project corridor.
- C. Research public records for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers and addresses.
- D. Conduct additional boundary surveys to determine existing right-of-way and property lines within the corridor limits for those parcels impacted by the project.
 - i. Fayette Street
 - ii. Along the two (2) Storm Sewer outfalls to the river
 - iii. Southwest quadrant of Distillery Road and 2nd Street Intersection
- E. Provide pickup topographic survey at the following locations
 - i. Along the two (2) Storm Sewer outfalls to the river
 - ii. Along Front Street from 58+50 to 64+00 RT
 - iii. Along Front Street from 78+50 to 79+00 LT to plan for multi-use path
 - iv. Scale location at approximately 41+00 LT
 - v. New entrance(s) to Pacific Ethanol
 - vi. Drainage swales on the south side of Distillery Road
 - vii. Miscellaneous Utility Structure Inventories
- F. Locate existing storm and sanitary structures within the corridor limits. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures.

- G. Update base map of the existing topography in CAD format. This file shall include all survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.
- H. Prepare right-of-way and temporary easement plats and legal descriptions for parcels required to complete the proposed improvements. Obtain title commitments for all right of way and easement parcels. Twenty-four (24) parcels are included in this scope of services.

B. Roadway Design

The following design may be included based upon the agreed to final scope of roadway improvements for the corridor.

- A. Conduct a field visit to verify existing conditions are still correct and work with proposed improvements. Identify any items requiring additional examination during final design.
- B. Coordinate and finalize alignments and profiles based on how project may be split into construction stages required for maintaining access. Refine profile for any concerns identified during field visit.
- C. Finalize pavement design calculation with updated construction year and submit to IDOT as appropriate.
- D. Finalize proposed typical sections for each phase.
- E. Revise proposed model to address alignment, profile, pavement, and typical section changes along with project phasing. Finalize project grading with additional pick up survey where currently missing.
- F. Develop proposed cross sections (50' intervals)
- G. Coordinate submittal of the concept plans to the utility companies for their review.
 - i. Review responses and comments from utilities which are received after the concept plan submittal to determine whether utilities need to be moved or project modifications can be suggested which will resolve the conflict.
 - ii. For locations where utilities will need to be moved, coordinate with the utility companies and the City to determine the approximate limits of relocation and approximate cost.
- H. Develop plan and profile sheets.
- I. Finalize ROW and Easement needs.
- J. Erosion control design.

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

C. Roadway Plans

The following sheet types will be included.

- A. Title Sheet (w/ Sheet Index)
- B. General Notes, Standard List, Legend/Abbrev.
- C. Summary of Quantities Sheets
- D. Schedule of Quantities
- E. Existing/Proposed Typical Sections
- F. H/V Control Schematic - control points, any required curve data, Control ties, TBM Locations
- G. Right of Way Plans
- H. Construction Sequencing and Detour Plans
- I. Removal/Relocation Plans
- J. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
- K. Pavement Marking / Signing Sheets
- L. Erosion Control Plans
- M. Drainage Plans
- N. Special Waste Plans
- O. Intersection Details
- P. Sidewalk Ramp Grading Details
- Q. Miscellaneous Details
- R. Railroad Crossing Details
- S. Cross Section Sheets (with cross-sections every 50' (min.) and at all driveways)
- T. Details (CITY Standards, special details, misc., etc.)

D. Prepare Prefinal Plans, Specifications, and Estimates

- A. Calculate and schedule quantities
- B. Preparation of Opinion of Probable Construction Cost and Estimate of Time
- C. Provide special provisions covering construction work
- D. Prepare special provision for every pay item not being constructed per IDOT Standard Specifications.
- E. Prepare Storm Water Pollution Prevention Plan (SWPPP)
- F. State Standard Drawings and D4 Standard Drawings
- G. Identify and incorporate IDOT BDE and Local Roads Special Provisions
- H. Plot and Submit Preliminary PS&E

E. Final Bid Documents

- A. Revise Prefinal Plans, Specifications
- B. Prepare response to comments
- C. Finalize quantities and cost/time estimates.
- D. Compile and submit information for state letting
- E. Attend prebid meeting

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

F. Project Administration

- A. Administer project kick-off meeting with client
- B. Internal kick-off meeting
- C. Staffing and Management Plan
- D. Financial and schedule controls
- E. Coordination meetings with CITY (3)
- F. IDOT Coordination Meetings (2)
- G. Prepare for and attend Bi-Monthly coordination meeting (1)
- H. Monthly Status Reports
- I. Coordinate with property owners
- J. Coordinate with property owners for required land acquisition
- K. Coordinate with railroad
- L. Coordination with ICC
- M. Prepare and submit Project Development Report (PDR) addendum if necessary for storm sewer outlet piping to be determined during design.
- N. Prepare and Review meeting minutes

G. Quality Control/Quality Assurance Review

Provide proper quality assurance prior to sending any construction plans and specifications for review. The following items as a minimum will be reviewed prior to submitting any construction plans or specifications for review:

- A. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
- B. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
- C. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict (based on information received from the utility companies) during construction.
- D. Address CITY comments and concerns.

H. Project Deliverables

The following are the number of copies of project documents to be submitted for each progress review:

- A. 90% Pre-final Documents
 3 Sets and Special Provisions and one pdf set
- B. Final Construction Documents
 5 Sets and Special Provisions and one pdf set

I. Project Progress Reviews

Project progress review meetings will be held monthly and at the following milestones:

- A. Preliminary Geometric Design
- B. 90% Pre-final Construction Documents

Local Agency: City of Pekin
 County: Tazewell
 Section: 18-00188-00-RP
 Project No. HAOV(182)
 Job No. D-94-001-19

- J. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the CITY, including one copy of all meeting minutes.
- K. The CITY will provide or cause to be furnished the following:
 - A. Existing Roadway and Retaining Wall Plans
 - B. Existing Sewer Plans
 - C. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project.
 - D. Updated property owner information if available.
 - E. Proposed Roadway Plans for any adjacent improvements
- L. The following items are not included in the scope of work but could be provided as an addendum to the contract:
 - A. Construction observation activities or answering questions during construction.
 - B. Sewer televising
 - C. Section 106 statement or mitigation for cultural resource impacts
 - D. Section 4(f) evaluation
 - E. Preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS)
 - F. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
 - G. Utility relocation plans
 - H. Preparation of and coordination for an individual Section 404 permit and individual Section 401 Water Quality Certification.
 - I. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will be not be included in the plans, but will be coordinated with the City of Pekin to be replaced at an offsite location.
 - J. Sanitary sewer plans and details.
 - K. Necessary permitting and/or mitigation for floodplain impacts.
 - L. Temporary and permanent roadway lighting analysis and design, existing lighting will be maintained where present.
 - M. Traffic volumes and analysis at any intersections that are not currently signalized.
 - N. Storm water retention/detention.
 - O. Retaining wall evaluation and design.
 - P. Railroad signal design or warning time study. It is assumed that the signals design will be completed by the railroad.



General Conditions

Hanson Agreement: C12L0052A

Agreement Date: September 10, 2018

Project Name: Front Street – Phase II

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

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

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest



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

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

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement,

including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this



Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON 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, and 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.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON 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 the responsibility of HANSON.

16. 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 HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

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

18. Opinions of Cost: Since HANSON 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, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON 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 HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. 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 disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 5, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: MFT Resolution for Front Street Design

AGENDA DATE REQUESTED: September 10, 2018

ACTION REQUESTED: To approve the Motor Fuel Tax Resolution 114-18/19 to authorize the use of \$587,000 of Motor Fuel Tax funds to pay for the City's share for design engineering.

DESCRIPTION: This resolution is to utilize Motor Fuel Tax Funds (MFT) to pay for the engineering services for the Front Street Project. With the grant from the Illinois Competitive Freight Program, the City will have to pay for the engineering bill out of the MFT fund to get reimbursed the state share of 80%. Therefore this resolution is for the full engineering amount to account for the payments prior to any reimbursements per Illinois Department of Transportation requirements. This resolution will replace the previous resolution #63-17/18 that Council passed last year. The new resolution is needed as section number for the project has changed with the grant funding. Illinois Department of Transportation utilizes project numbers to track the funding and progress of the project. Therefore the previous section number will be closed and this resolution will be for the new section number.

FINANCIAL IMPACT:

Motor Fuel Tax Fund 240-240

Budget:

Revenue – State Grants - \$0

Expenses – Engineering - \$25,000

Proposed:

Revenue – State Grants - \$469,000

Expenses – Engineering - \$587,000

Net Difference (City Share) - \$118,00

This engineering expenses were not budgeted per discussion in budget meetings as the City did not have a confirmed funding source for construction at the time of the budget. Therefore, the engineering services were not budgeted for this current budget year.

NEIGHBORHOOD CONCERNS: Front street been in need of repair along with improved

storm water drainage for many years. This will allow for two way traffic on Front Street and alleviate the truck backups along Front St, Fayette St. and 2nd St.

IMPACT IF APPROVED: Motor Fuel Tax funds will be utilized to pay for the engineering.

IMPACT IF DENIED: Motor Fuel Tax funds will not be utilized to pay for the engineering.

ALTERNATIVES: Utilize general fund to pay for the engineering service.

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
--	---

	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
--	--

√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
---	--

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date: _____

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:

Date: _____

Motor Fuel Resolution 114-18/19 for Front Street Project Design

MAYOR

ATTEST:

CITY CLERK



Resolution for Improvement
Under the Illinois Highway Code

9.2.a



Resolution Number	Resolution Type	Section Number
114-18/19	Original	18-00188-00-RP

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
of Pekin Illinois that the following described street(s)/road(s)/structure be improved und
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Front Street	1.26	MS 3005	Fayette Street	Distillery Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Remove and replace Front Street with 2 lanes @ 13' with curb & gutter, storm sewer and other miscellaneous items.

2. That there is hereby appropriated the sum of five hundred eighty seven thousand

Dollars (\$587,000.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office
of the Department of Transportation.

I, Sue McMillan City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Pekin in the State aforesaid, and keeper of the records and files thereof, as provided
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Pekin at a meeting held on September 10, 20
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11 day of September, 2018
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

	Date
--	------



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 4, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution to Concur with the IDA for the rehabilitation of the runway

AGENDA DATE REQUESTED: September 10, 2018

ACTION REQUESTED: To concur with the Illinois Department of Transportation Division of Aeronautics to award the bid to R.A. Cullinan and Son, a div of UCM, Inc. in the amount of \$2,796,243.34.

DESCRIPTION: This request is to concur with the Illinois Department of Transportation Division of Aeronautics to award the bid for the Rehabilitation of the Runway 9-27 at the Pekin Municipal Airport to R. A. Cullinan and Son, a division of UCM. This scope of this project is to reconstruct the original 3800 ft. of the runway with a structural overlay on the remaining 1200 ft. of the runway including the turnaround and all necessary work needed to complete the project. R.A. Cullinan was the only bidder on this project with a bid of \$2,796,243.34. Historically, the City only receives one bid on any pavement work at the Pekin Airport as in this case. This bid was approximately 1% under the approved estimate making the project awardable. Therefore the recommendation would be to concur to award the project so the project can begin next spring.

FINANCIAL IMPACT: The City of Pekin will be responsible for 5% of the construction cost which equates to \$139,812.16 based on the bid. The total City Share for this project will be included in the funding agreement with the Division of Aeronautics for the City that will forthcoming with the awarding of the project.

Budget:

The council approved to increase the budget to \$155,000 during the May 14th, 2018 Council meeting to account for the additional work for this project to reconstruct the original runway.

Expenses to date:

525-525-580201 Land improvements has expended \$13,834 in which the City will be reimbursed 95%.

NEIGHBORHOOD CONCERNS: This project will result in the closing of the runway for the construction. This will affect the existing tenants and customers as the runway will not be usable for a portion of the project. The City will try to accommodate customers as best as

possible during construction.	
IMPACT IF APPROVED: The Division of Aeronautics will award the project to R.A. Cullinan and will begin to draft up the contracts.	
IMPACT IF DENIED: The Division of Aeronautics will not award the project and the project will not proceed.	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: Capital planning for infrastructure repair at the Pekin Municipal Airport.	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	

Date:

**Resolution 18/19-115 to Concur with Illinois Department of Transportation
Division of Aeronautics for the Rehabilitation of Runway**

WHEREAS, The Illinois Department of Transportation recently informed the City that R.A. Cullinan was the lowest bidder for the rehabilitation of the Runway 9-27; and

WHEREAS, The project will allow for reconstruction of 3,800 feet of runway that has experienced severe cracking and a structural overlay on the remaining 1200 feet of runway; and

WHEREAS, The overall bid was \$2,796,243.34 which was 1% under the approved in which the City is responsible for a 5% share; and

NOW, THEREFORE, BE IT RESOLVED by Mayor and City Council of the City of Pekin, Tazewell County, Illinois, to concur with the Illinois Department of Transportation to award the bid to R.A. Cullinan and Son, a Division of UCM in the amount of \$2,796,243.34.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this 10th day of September 2018; and upon roll call was as follows:

MAYOR

ATTEST:

CITY CLERK



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

August 22, 2018

Mr. Todd Dugan
Airport Manager
Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61554-8400

Re: Item 02A – August 3, 2018 Letting
Pekin Municipal Airport
Illinois Project Number C15-4685
SBG Project Number 3-17-SBGP-133/TBD
Contract Number PN011

Dear Mr. Dugan:

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, R. A. Cullinan and Son, a div of UCM, Inc., in the amount of \$2,796,243.34.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding, and other post-letting administrative requirements.

If you have any questions concerning this matter, please contact me at (217) 785-4214.

Sincerely,

Steven J. Long, P.E.
Engineer of Design

Award Concurrence/Authorization

(Sponsor Signature and Title)

Enclosure (1)
jks for SJL

cc: Alan Mlacnik, P.E., Bureau Chief of Airport Engineering
Kristy Brod, P.E., Design Engineer
Lindsay D. Hausman, P.E., Hanson Professional Services, Inc.
Robert Waller, P.E., Hanson Professional Services, Inc.
Mike Guerra, City of Pekin

Attachment: 02A_PN011 Award Concurrence Letter (1502 : Resolution to Concur with the IDA for the rehabilitation of the runway)

ELMS012:DTGB2390:ELMR090
 08/06/18 11:03:03
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 04

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1
 LETTING DATE 08/03/2018
 LETTING ITEM NBR 002A
 CONTRACT NBR PN011

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
TAZEWELL /179	PEKIN MUNICIPAL	317SBGPTBD-C15 /468/5	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR150510	ENGINEER'S FIELD OFFICE	1.000	L.S.	5,895.3600	5,895.36
AR150520	MOBILIZATION	1.000	L.S.	134,208.4100	134,208.41
AR150530	TRAFFIC MAINTENANCE	1.000	L.S.	39,469.0400	39,469.04
AR152410	UNCLASSIFIED EXCAVATION	10,876.000	C.Y.	19.1000	207,731.60
AR152480	SHOULDER ADJUSTMENT	6,024.000	S.Y.	6.3100	38,011.44
AR154606	GRANULAR DRAINAGE SUBBASE - 6"	32,490.000	S.Y.	11.9200	387,280.80
AR156510	SILT FENCE	320.000	L.F.	7.6000	2,432.00
AR156513	SEPARATION FABRIC	32,490.000	S.Y.	2.0000	64,980.00
AR201661	CLEAN & SEAL BITUMINOUS CRACKS	1,013.000	L.F.	1.1000	1,114.30
AR201662	BITUMINOUS SAND MIX	76.000	S.Y.	178.2600	13,547.76
AR201663	SAND MIX CRACK REPAIR	1,013.000	L.F.	7.5900	7,688.67
AR201670	CRACK CONTROL FABRIC	113.000	S.Y.	18.5700	2,098.41
AR209604	CRUSHED AGG. BASE COURSE - 4"	32,490.000	S.Y.	10.1000	328,149.00
AR401614	BIT. SURF. CSE.-METHOD II, SUPERPAV	5,385.000	TON	118.0400	635,645.40
AR401630	BITUMINOUS SURFACE TEST SECTION	1.000	EACH	7,030.2100	7,030.21
AR401650	BITUMINOUS PAVEMENT MILLING	13,082.000	S.Y.	4.2300	55,336.86
AR401660	SAW & SEAL BIT. JOINTS	220.000	L.F.	4.9500	1,089.00
AR401665	BITUMINOUS PAVEMENT SAWING	1,064.000	L.F.	3.7900	4,032.56
AR401910	REMOVE & REPLACE BIT. PAVEMENT	12.000	S.Y.	466.7800	5,601.36
AR403614	BIT. BASE CSE.-METHOD II, SUPERPAVE	3,817.000	TON	107.3700	409,831.29
AR403630	BITUMINOUS BASE TEST SECTION	1.000	EACH	7,030.2100	7,030.21
AR602510	BITUMINOUS PRIME COAT	9,500.000	GAL.	4.8700	46,265.00
AR603510	BITUMINOUS TACK COAT	6,713.000	GAL.	4.6800	31,416.84

Attachment: 02A_PN011 Award Concurrence Letter (1502 : Resolution to Concur with the IDA for the

ELMS012:DTGB2390:ELMR090
 08/06/18 11:03:03
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 04

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 2
 LETTING DATE 08/03/2018
 LETTING ITEM NBR 002A
 CONTRACT NBR PN011

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
TAZEWELL /179	PEKIN MUNICIPAL	317SBGPTBD-C15 /468/5	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR620520	PAVEMENT MARKING-WATERBORNE	27,825.000	S.F.	0.7700	21,425.25
AR620525	PAVEMENT MARKING-BLACK BORDER	8,368.000	S.F.	0.8500	7,112.80
AR800502	FULL DEPTH BIT. PAVEMENT MILLING	31,713.000	S.Y.	4.4200	140,171.46
AR800505	LONGITUDINAL JOINT SEALANT	15,579.000	L.F.	2.5900	40,349.61
AR800509	MILLINGS SUBBASE, 7.5. IN.	32,490.000	S.Y.	4.3800	142,306.20
AR901510	SEEDING	1.250	ACRE	3,597.0000	4,496.25
AR908510	MULCHING	1.250	ACRE	3,597.0000	4,496.25
CONTRACT TOTAL AWARD					2,796,243.34

*** END OF REPORT ***



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 4, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Admendment to Midwest Engineering Agreement for Broadway Farms

AGENDA DATE REQUESTED: September 10, 2018

ACTION REQUESTED: To approve the amendment to the engineering agreement with Midwest Engineering Associates for design services for Broadway Farms in an amount not to exceed \$121,344.00

DESCRIPTION: This agreement is to amend the agreement with Midwest Engineering Associates to include all locations needing repair as agreed to with Broadway Farms. The City originally entered into an agreement with Midwest Engineering Associates in September of 2013 for both the Cambridge/Shire detention pond and the basic scope for Broadway Farms. The scope for repairs for the Broadway Farms location has modified over the past several years with the negotiation with DMGL, LLC. Therefore the scope of the original agreement needs to be expanded to include all aspects of the agreement with DMGL, LLC, within the timeframe listed in the agreement.

This agreement is for time and material plus multiplier with a total price not to exceed \$121,344.00. With the anticipated estimated cost of construction to be near \$1.0 - \$1.3 million, the engineering cost is roughly 10%. This is due to the amount of survey work needed per the agreement which is more involved than typical highway construction. This agreement is for all aspects of design that are anticipated being needed for this project. If it is determined that any service is not needed during design then the City will not be billed for it.

FINANCIAL IMPACT: an amount not to exceed \$121,344.00

Storm water Budget

Budget amount for 232-232-5-612 is \$25,000

Amount expended to date is \$0.

The remainder of the cost for engineering will be taken out of the loan proceeds that were dedicated for this project.

NEIGHBORHOOD CONCERNS: Erosion to the channel has impacted neighboring properties that will be addressed with this project.

IMPACT IF APPROVED: Midwest Engineering will begin the engineering design for all

repairs agreed to with DMGL, LLC, to meet the timeframe agreed upon.

IMPACT IF DENIED: Midwest Engineering will not begin the engineering design for this project. This will make it difficult to meet the timeframe agreed upon with DMGL, LLC.

ALTERNATIVES: Solicit qualifications from other engineering firms but will delay the project and put the City at risk of violation of the agreement.

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
--	---

	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
--	---

√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
---	--

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date: _____

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:

Date: _____



September 4th, 2018

Mr. Michael Guerra, P.E.
City Engineer
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

RE: Proposed Supplement – Provide Design Engineering Services for the proposed Broadmoor Heights and Park Ridge Drainage Improvements

Dear Mike:

Midwest Engineering Associates, Inc. (MWEA) is pleased to present this supplemental agreement to provide the City of Pekin with our professional engineering services for the design of the proposed Broadmoor Heights and Park Ridge Drainage improvements.

BACKGROUND

In 2012, MWEA was retained by the City of Pekin to perform a storm water drainage study along with developing proposed conceptual improvements of the City's existing Storm Sewer systems located in the Broadmoor Heights and Park Ridge Drainage Areas. The study's results, including an opinion of probable construction costs (\$525,275), were summarized in a written report dated November 2012. A copy of the report is included as Exhibit A in the agreement between the City and DMGL.

During the fall of 2013, a supplement was issued by the City of Pekin for MWEA to provide engineering services for various drainage improvements. One of the various drainage improvements included Midwest Engineering Associates performing a hydrologic and hydraulic drainage analysis of the existing stream channel that traverses through Broadway Farms under Parkway Drive and discharges into Brentwood Creek. The hydrologic and hydraulic analysis was completed in response to the City's ongoing negotiations with Mr. Lippi in which consulting engineering retained by Mr. Lippi (Berns, Clancy and Associates) performed an abbreviated / limited drainage study of the existing stream channel. The results of the City's more comprehensive study took exception with several of the results from the study completed by Mr. Lippi's consultants. The City's study included multiple stream channel improvement options along with an opinion of probable construction cost for the various options ranging from an additional \$535,000 to \$790,000. A copy of the City's study was forwarded to Mr. Lippi resulting in the modification, as applicable, to his consultant's results. Options 4 and 5 from the City's study are referenced and relied upon in the City's Agreement with DMGL.

Total opinion of probable construction costs for both projects ranges from \$1,060,275 to \$1,315,275 (City of Pekin - existing storm sewer outfall rehabilitation plus Mr. Lippi's existing stream channel rehabilitation and a new detention pond).

The proposed Scope of Work for this Supplement is based on Sections "3. IMPROVEMENTS TO BE CONSTRUCTED BY CITY" and "4. GRANTS OF EASEMENTS BY DMGL" from the Agreement that has been or will be entered into between the City and DMGL. With respect to the Section 3's requirements in the Agreement, MWEA will prepare contract documents consisting of plans, special



provisions, and bidding documents. To meet the requirements of Section 4 in the Agreement, MWEA will prepare the specified legal descriptions and plats of survey (including setting the easement's monumentation). A copy of the unexecuted Agreement ("DMGL Agreement.pdf") and its exhibits ("DMGL Agreement Oversize Exhibits.pdf") were forwarded to MWEA by the City via email on August 10th, 2018.

To provide the aforementioned services, MWEA proposes to perform the Scope of Work identified below.

SCOPE OF WORK

1. Topographical Survey(s)

- Perform supplemental topographical survey(s) of the proposed areas to be improved as required. The limited topographical survey will supplement existing aerial photography and existing Light Detection and Ranging Data (LiDAR). The limited topographical survey shall be based on the USGS NAVD 88 datum and Illinois State Plane NAD 83 (2011 adjustment) projections.
- In addition to utilizing GPS and/or a Robotic Total Station, a drone with a horizontal and vertical accuracy of +/- 0.33' may be used where appropriate to perform the supplemental topographical surveys.

2. Proposed Permanent Easement Survey(s)

- Prepare a legal description, plat of survey, field survey the easement corners, and set temporary monumentation (wood lath) for the storm sewer pipe in the location illustrated on Exhibit H. Refer to the City's Agreement with DMGL for Exhibit H.
- Prepare a legal description, plat of survey, field survey the easement corners, if applicable, and set temporary easement monumentation, if applicable (wood lath) for the channel, piped drainage, and detention pond at the locations illustrated on Exhibit B. Refer to the City's Agreement with DMGL for Exhibit B. To clarify, Exhibit B in this instance, is the 6 plan sheets prepared by Berns, Clancy and Associates on 03/10/16.
- Prepare a legal description, plat of survey, field survey the easement corners, and set temporary monumentation (wood lath) for the Broadway Outlet Storm Sewer as constructed and shown at Locations 9, 10, and 11 illustrated on Exhibit A. Refer to the City's Agreement with DMGL for Exhibit A.
- When warranted, prepare a legal description, plat of survey, field survey the easement corners, and set temporary monumentation (wood lath) for the proposed permanent easements required to construct the proposed improvements to existing storm sewer systems at Locations 1 through 8 illustrated on Exhibit A. Refer to the City's Agreement with DMGL for Exhibit A.

3. Proposed Temporary Easement Survey(s)

- Prepare legal description(s), plat(s) of survey, field survey the easement corners, and set temporary monumentation (wood lath) for proposed improvements, other than clearing, if / as needed.
- If requested by DMGL, prepare legal description(s), plat(s) of survey, field survey the easement corners, and set temporary monumentation (wood Lath) for tree clearing and tree storage area. The tree storage area will be identified by DMGL within 60 days of DMGL's receipt of final plans.



- When warranted, prepare a legal description, plat of survey, field survey the easement corners, and set temporary monumentation (wood lath) for the proposed temporary easements required to construct the proposed improvements to existing storm sewer systems at Locations 1 through 8 illustrated on Exhibit A. Refer to the City's Agreement with DMGL for Exhibit A.
4. Proposed Right-of-Way
- Provide professional land surveying services required to vacate Stoneybrook Drive's existing right-of-way within Broadway Farms as dedicated by Deed of Dedication to the City dated April 1, 1980 and recorded May 19, 1980 in Book 2399, Page 53 Tazewell County records.
5. Contract Documents
- Prepare plans and specifications/special provisions that are, in general, consistent with the intent of the proposed improvements illustrated and/or described Exhibits "B", "C", "J", and "K". Refer to the City's Agreement with DMGL for the aforementioned Exhibits.
 - Prepare plans and specifications/special provisions that rehabilitate the City's storm sewer systems at Locations 1, 2, 3, 5, 6, 7, 8 (southern portion only), 9, 10 (include unauthorized drainage from doctor's office), 11, 12, and 13 as identified in Exhibit A. Refer to the City's Agreement with DMGL for Exhibit A. The proposed rehabilitation of the storm sewer systems at the aforementioned locations will be based on the recommendations in the Broadmoor Heights and Park Ridge Drainage Study prepared by MWEA in November 2012 (Exhibit A).
 - The Contract Documents will include the design of the proposed box culvert described in Exhibit B Specifications paragraph 4, however it will be included as an Alternate. Refer to the City's Agreement with DMGL for Exhibit B (not the plan sheets created by Berns, Clancy and Associates). To clarify, the City's Agreement with DMGL includes two different Exhibit B's.
 - The Contract Documents will include additional Alternates. The proposed improvements that will be included as alternates will be determined in collaboration with the City.
6. Permitting
- United States Army Corps of Engineers (Corps) – The existing stream channel, albeit an unnamed and predominantly dry stream channel, discharges into Brentwood Creek which discharges into Lake Whitehurst that overflows into a stream/ditch that discharges into another basin that overflows into a stream/ditch that discharges into the Illinois River. Due to this nexus, it is probable a Section 404 permit will be needed from the Corps. The Corps permit will include wetland delineation (which MWEA will perform) and it is likely wetland mitigation will be required.
 - Illinois Department of Natural Resources (IDNR) - The contributing drainage area at the improvement is approximately 0.23 square miles. Since IDNR only has jurisdiction on projects in urban areas where the drainage area exceeds 1.0 square miles, a permit will not be required.
 - Endangered Forrest Dwelling Bat Survey – It is anticipated all tree clearing will be completed during the following timeframe, November 1 To March 31, therefore a bat survey will not be required.
 - Prepare and submit the Illinois Environmental Protection Agency (IEPA) National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI). Preparation of the IEPA NPDES permit will include:



- Reviewing the Illinois Department of Natural Resources (IDNR) Ecological Compliance Assessment Tool (EcoCAT).
- Preparing and submit the documentation for the Illinois Historic Preservation Agency (IHPA).
- A Storm Water Pollution Prevention Plan (SWPPP) for the area shown in Exhibit A will be developed as required.

7. Wetland Delineation

- Perform a wetland delineation based on the Corps' requirements. The delineation will encompass the estimated project limits as defined in this Scope of Work which may differ from the overall project limits in the City's Agreement with DMGL.

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include (but are not limited to):

- Provide any permanent and / or temporary easement survey services for Locations 12 through 18 illustrated on Exhibit A in the City's Agreement with DMGL.
- Any effort to relocate Stoneybrook Drive (Refer to Section 7 Paragraph b in the City's Agreement with DMGL).
- Geotechnical engineering services including any soil borings other than for the box culvert.
- Endangered Forrest Dwelling Bat survey.
- Additional endangered and threatened species surveys and regulatory agency(ies) coordination including permitting.
- Wetland delineation beyond the limits identified in the above Scope of Work.
- Title Commitments, Title Searches, and Lien Searches
- All permit fees other than the permit fees included as a Direct Cost.
- Appraisals
- Effort associated with the dedication of new right-of-way and / or a permanent easement for the existing sanitary sewer located within Stoneybrook Drive's right-of-way that is to be vacated.
- Any right-of-way survey services other than what is included in the Scope of Work.
- Additional meetings and consultation beyond that identified in the scope and/or deliverables.
- Materials testing.
- Construction Engineering Services.
- Bidding Services.

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by Midwest Engineering Associates and the City at a later time.

CLIENTS DIRECTIVES

- ❖ The existing stream channel's typical section will be a trapezoidal ditch with 1:3 side slopes and a 3 foot flat bottom ditch. The trapezoidal ditch section differs from the ditch section depicted on Exhibit J. Refer to the City's Agreement with DMGL for Exhibit J.
- ❖ The gabion basket drop structure typical section(s) may vary from the details depicted in the plan sheets prepared by Berns, Clancy and Associates (Exhibit B). Refer to Exhibit B (plan sheets prepared by Berns, Clancy and Associates) in the City's Agreement with DMGL.



DMGL's RESPONSIBILITIES

- Tree chipping - Identify location(s) where chippings shall be stored and / or broadcast.
- Tree Harvest and Storage – Identify specific trees to be harvested. The City shall harvest the trees and store them at location to be identified by DMGL on Broadway Farms.
- Grants of Easements to the City identified in Section 4 Paragraphs "a", "b", "c", and "d" in the City's Agreement with DMGL.

DIRECT COSTS

- ✓ Subsurface Exploration (Geotechnical) for the proposed Box Culvert (Estimated size is 6' x 6' to 10' x 10'), pending authorization by the City - \$4,900. Subsurface exploration will be completed by a subconsultant, however their fee will not be marked up by MWEA.
- ✓ IEPA NPDES NOI Permit Fee - \$750 (Disturbed area greater than 5 acres)
- ✓ EcoCAT - \$511.75

FEES

Midwest Engineering Associates, Inc. proposes to perform the Scope of Work on a time and materials basis using hourly rates at a 2.80 direct labor multiplier with an estimated not to exceed fee of **\$121,344**. MWEA will not exceed this fee without the City's prior written authorization of a change in scope and fee.

SCHEDULE

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed. The following are the project's milestone dates:

- ✓ August 27, 2018 – City issues Notice to Proceed to MWEA
- ✓ October 22, 2018 – Preliminary Plans Submittal
- ✓ December 10, 2018 – Pre-Final Plans Submittal and Permit Applications submitted to Regulatory Agencies
- ✓ January 9, 2019 – Final Plans Submittal
- ✓ February 13, 2019 – Plans Issued for Construction

TERMS AND CONDITIONS

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the City of Pekin execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Midwest Engineering Associates, Inc. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.



Mike, our sincerest Thanks for giving MWEA yet another opportunity to provide our professional engineering services. Josh and I look forward to working with Josie and you on this project.

Sincerely,

A blue ink signature of Josh L. Auxier.

Josh L. Auxier, P.E., LEED® AP
Project Engineer

A blue ink signature of Robert D. Culp.

Robert D. Culp, P.E., C.F.M.
Senior Project Manager

Attachments:
Exhibit A
General Conditions of Service
City's Agreement with DMGL – by reference only

Responsible for Payment and Accepted by:

Signature: _____

Name (please print): _____

Title (please print): _____

Firm: _____

Date: _____

EXHIBIT A

9.4.a

PROJECT: Broadmoor Heights & Park Ridge Storm Water Drainage Improvements

September 4, 2018

MAN-HOURS BY CLASSIFICATION:

	DESCRIPTION	ENGINEER V	ENGINEER IV	ENGINEER I	TECH. IV	TECH. III	FIELD TECH. II	TOTAL HOURS
1	TOPOGRAPHICAL SURVEY(S)							
	A) SET HORIZONTAL & VERTICAL CONTROL				36			36
	B) SUPPLEMENTAL TOPO				72		72	144
2	PERMANENT, TEMPORARY EASEMENT & RIGHT-OF-WAY SURVEY(S)							
	A) COURTHOUSE RESEARCH				6			6
	B) FIELD SEARCH FOR MONUMENTATION & SECTION CORNERS				12			12
	C) TRAVERSE ALL FOUND SURVEY POINTS				12			12
	D) CALCULATE DEED LINES, SECTION LINES, ETC.				12			12
	E) SET PINS				12			12
	F) EXHIBIT H - PROPOSED 30" STORM SEWER OUTLET PIPE				10	2		12
	G) EXHIBIT B - LINEAR CREEK/DITCH, PROPOSED POND, ETC.				10	2		12
	H) EXHIBIT A - STORM SEWER NETWORK CONSISTING OF LOCATIONS 9, 10, & 11				20	4		24
	I) PERMANENT EASEMENTS (LOCATIONS 1 TO 8)				80	16		96
	J) TEMPORARY EASEMENTS (LOCATIONS 1 TO 8)				80	16		96
	K) CLEARING & TREE STORAGE TEMPORARY EASEMENTS (UP TO 2)				10	2		12
	L) STONEYBOOK DRIVE ROW VACATION				10	2		12
3	CONTRACT DOCUMENTS							
	A) HYDRAULIC ANALYSIS, STORM WATER DETENTION POND, & SUMMARY REPORT		40	80				120
	B) PLANS	96	28			120		244
	C) SPECIAL PROVISIONS	16				16		32
	D) BIDDING DOCUMENTS	16						16
	E) OPINION OF PROBABLE CONSTRUCTION COSTS	8						8
4	PERMITTING							
	A) UNITED STATES ARMY CORPS OF ENGINEERS		32	40				72
5	WETLAND DELINEATION					54		54
SUBTOTAL - HOURS:		136	100	120	382	234	72	1044
AVERAGE HOURLY RATE:		\$58.00	\$49.70	\$31.36	\$38.04	\$34.50	\$26.54	
SUBTOTAL - (2.8 MULTIPLIER):		\$22,086	\$13,916	\$10,537	\$40,688	\$22,604	\$5,350	\$115,182

DIRECT COSTS	
I. SUBSURFACE EXPLORATION (GEOTECHNICAL) - BOX CULVERT	\$4,900
II. IEPA NPDES NOI PERMIT	\$750
III. ECOCAT	\$511.75
SUBTOTAL:	\$6,162

TOTAL: \$121,344

Attachment: Broadmoor Heights Storm Water Drainage Rehabilitation_Rev09042018 (1501 : Amendment



Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to City of Pekin and anyone claiming by, through or under City of Pekin, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by City of Pekin or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at City of Pekin's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and City of Pekin shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by City of Pekin and Midwest Engineering Associates, Inc.

4. PAYMENT

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If City of Pekin requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier.
- b. Any and all changes or deviations in the scope of work defined ordered by City of Pekin must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the City of Pekin in writing, and written approval of the City of Pekin shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.
- c. Invoices, or part thereof, which are not paid within 90 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. City of Pekin will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.



5. SUBCONTRACTING

- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

6. TERMINATION

- a. At any time, either Midwest Engineering Associates, Inc. or the City of Pekin may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the City of Pekin, the City of Pekin shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by City of Pekin for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.

7. CONSTRUCTION RESPONSIBILITY

- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

8. OPINIONS OF COST

- a. Since Midwest Engineering Associates, Inc. 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, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

9. ATTORNEY'S FEES

- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Tazewell County, Illinois.

10. COMPLIANCE WITH CODES AND STANDARDS

- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and City of Pekin agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.

11. STANDARD OF CARE

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



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 5, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Purchase of Mini Excavator for Storm Water and Wastewater Repairs

AGENDA DATE REQUESTED: September 10, 2018

ACTION REQUESTED: To purchase a CAT 305E2 CR Excavator from Altorfer CAT in the amount of \$65,942.00

DESCRIPTION: The City of Pekin is currently renting a CAT mini excavator for the storm water repairs being performed by City crews. They have utilized this piece of equipment to complete the erosion repairs at DeSoto Ct. including the installation of a rip rap outlet for a storm sewer pipe, a still basin, and ditch checks to slow the water coming down the hillside and to reduce the amount of silt flowing into Lake Arlan. The City crews will continue to utilize the equipment for repairs to Orchard Ave, Rosewood Ln and Dogwood Ln. The City Council Sub Committee for Storm Water recognized the usefulness of this piece of equipment for storm water repairs and wastewater repairs. They recommended that the City purchase this piece of equipment to be utilized for future repairs to save on rental costs over several years and across several departments.

This proposal is to purchase a CAT 305E2 CR Excavator from Altorfer CAT. This will allow the City to have several pieces of equipment from the same manufacture, as the City currently has 2 CAT Backhoes and a CAT wheel loader. This will allow for the same service and distributor of parts for the majority of the equipment the City owns. The purchase price is calculated from the Sourcwell (formerly NJPA) awarded price with an additional discount from Altorfer. The price does include a Customer Service Agreement where Altorfer will perform the routine maintenance on the equipment for five years or 2500 hours to ensure the equipment is operating efficiently. The final total cost to the City will be \$65,942.00.

The Council Sub Committee recognized the equipment could be utilized for both storm water and wastewater departments and requested the cost be split between the two departments. Attached is a spread sheet with the estimated usage between the two departments to determine the split. The estimated usage indicates that the cost allocation should be an even 50/50 split between the departments.

FINANCIAL IMPACT: \$65,942.00 split between the Capital Fund for Storm water utilizing the impound fees and the Wastewater Fund

Budget:

Capital Purchase Storm 445-043-585400 - \$305,000

Wastewater Capital Plan approved in budget - \$382,000

Expense's to Date:

Capital Purchase Storm 445-043-585400 - \$0 with an additional \$38,000 previously authorized by Council

Wastewater Capital Plan - \$162,166.74 with an additional \$90,742 previously approved by Council.

This purchase was not originally included in the budget from the Wastewater Fund as it was not previously planned. Therefore it is anticipated that this purchase can be incorporated into this year's budget without utilizing wastewater reserves. If required, other capital purchases from the wastewater budget will be deferred to next year.

NEIGHBORHOOD CONCERNS: This piece of equipment will allow the City to perform several smaller storm water repairs and wastewater repairs in a more efficient manner. This will allow for additional work to be performed.

IMPACT IF APPROVED: The City will proceed to purchase the piece of equipment.

IMPACT IF DENIED: The City will not purchase the piece of equipment.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: N/A

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution 116-18/19 to purchase equipment

WHEREAS, the City Council was given a list of known storm water issues in the City of Pekin; and

WHEREAS, the City Council created a subcommittee to review and prioritize storm water issues in the City of Pekin during the May 4th, 2018 council meeting; and

WHEREAS, the subcommittee has meet and reviewed the projects to prioritize them including projects that will be repaired with City crews; and

WHEREAS, the subcommittee recognized that additional equipment would be needed to perform the repairs with City crews; and

WHEREAS, the subcommittee has provided recommendation to purchase a mini excavator for the use of storm water and wastewater repairs; and

WHEREAS, authorization of an \$65,942.00 for the purchase of a CAT 305E2 CR Excavator from Altofer for repairs to be performed by City crews; and

WHEREAS, the subcommittee recommendation included splitting the cost between the Storm Water Capital Fund and the Wastewater Fund.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City staff is authorized to 1) proceed with the purchase of the CAT 305E2 CR Excavator, 2) authorization to pay for such purchase out of the money allocated in the Fiscal Year 2019 Capital Budget and the Wastewater Fund, 3) the allocation of cost should be 50% to each fund, and execute any necessary documentation.

MAYOR

ATTEST:

CITY CLERK

ALTORFER

September 5, 2018

City of Pekin
 Altorfer Customer # 368170
 1208 Koch St.
 Pekin, IL 61554



Attention: City of Pekin,

We are pleased to provide the following proposal for your review:

One (1) New CAT® 305E2 CR Excavator

Includes the following standard equipment and options:

ROPS / TOPS Enclosed Cab	CAT C2.4 Tier 4f Diesel Engine
Retractable Front Window	High Ambient Cooling
Air Conditioner & Heater/ Defroster	Automatic Two-Speed Travel
High Back, Cloth Suspension Seat	Automatic Engine Idle
12V Power Outlet	16" Rubber Belt Tracks
Control Levers w/ Straight Line Travel	Straight Blade w/ Float Function
Hand Control Pattern Changer	Travel Alarm
Left & Right Mirrors	Long Stick with 12' Dig Depth
Cab & Boom Work Lights	One-Way / Two-Way Auxiliary Hydraulics
COMPASS Display & Control Panel	Lifting Eye on Bucket Linkage
CAT 24" Heavy Duty 4.2 ft ³ Bucket w/ Tips	CAT Manual Quick Coupler
Hydraulic Thumb	

Equipment Protection Plan (EPP) - No Charge

Includes 24-Months / 2,000 SMH Premier EPP.

Availability

Machine is in Inventory, Subject to Prior Sale.

Sourcewell (NJPA) Pricing

	CAT 305E2 CR
List Price	\$78,034.00
Less Sourcewell Discount 20%	(15,607.00)
Subtotal	\$62,427.00
CAT Net Charges	1,620.00
Customer Service Agreement	7,350.00
Set-up & Assembly	1,500.00
Freight and Delivery	400.00
AM/FM radio	750.00
24" bucket	1,291.00
Hydraulic Thumb	2,042.00
Sourcewell Selling Price	\$77,380.00
Altorfer Discount	(\$11,438.00)
Adjusted Selling Price	\$65,942.00

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie
Machine Sales Representative - Altorfer Cat
309-696-1618 | bgoudie@altorfer.com