



**REGULAR COUNCIL MEETING MONDAY, AUGUST 27, 2012
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting of August 13, 2012. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee August 3, 2012 and Special Meeting August 7, 2012.		5
7.2 Receive and File Minutes of the Zoning Board of Appeals dated August 8, 2012.		5
7.3 Receive and File Minutes of the Pekin Planning Commission dated August 8, 2012.		5
7.4 Receive and File the Pekin Planning Commission Hearings and Recommendations: a. Hearing #08-1857- recommends approval of the rezoning of the property located at 514 N. 5 th Street to B-3 (General Business District). b. Hearing # 08-1858 – recommends approval of the rezoning of the property located at 508 State Street to B-3 (General Business District).		5
7.5 Receive and File Bids Velde Drive and Parkway Drive Intersection Improvement Project Opened August 15, 2012 @ 2:15 p.m.		3

7.6 Receive and File Bids Annual Street Seal Coat Project. Opened August 15, 2012 @ 2:00 p.m.		3
7.7 Resolution No. 52-12/13 – Mayor's Appointment of Barry McGinnis to the Zoning Board of Appeals to fill the unexpired term of Erik Reader until May 31, 2014		5
7.8 Resolution No. 53-12/13 – Mayor's Appointment of Becky Saban to the Human Rights Committee to fill the unexpired term of Chris Coplan until May 2013.		5
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i>		
VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Recognition Police Officers Don Baxter and Seth Ranney Sate Law Enforcement Metal of Honor.	GN	2
9.0 NEW BUSINESS		
9.1 Velde Drive and Parkway Drive Intersection Improvement Project DESCRIPTION: Award of a contract to low bidder of 3 received. Engineer estimate was \$175,000. Work to include the reconstruction and widening of Velde Drive from 34ft to 42 ft wide roadway, along with adding 12ft wide right turn lane off south bound Parkway Drive. ACTION: Motion to approve the low bid in the amount of \$175,164.89 and award the contract to R. A. Cullinan and Son. VOTE REQUIRED	MG	3
9.2 Annual Street Seal Coat Project DESCRIPTION: Award of contract to low bidder. The proposed area is streets from 11 th to Florence bounded by Sheridan and Willow but not include Sheridan and Willow. R. A. Cullinan was the only bidder but typical for type of work. The proposal came in below estimate of \$299,222. MFT appropriated and \$99,999 of HUD funding. ACTION: Motion to approve the bid in the amount of \$292,231.20 and award the contract to R. A. Cullinan & Son. VOTE REQUIRED	MG	3
9.3 Engineering Agreement for Construction Oversight and Inspection of Veterans Drive DESCRIPTION: Veterans north from Broadway Road to Sheridan Road is federal funded portion requiring that federal and state standards in terms of documentation and material testing be followed. Millennia Professional Services to provide staff to ensure construction is per plans and specifications ACTION: Motion to approve the Agreement. VOTE REQUIRED	MG	3
9.4 Agreement For Consultant Services DESCRIPTION: Agreement with Hanson Professional Services to provide engineering	MG	3

services for the Pekin Municipal Airport for a retainer period of 5 years. Hanson to provide support for planning, design, special services construction phases to ensure the airport follows requirements for federal funding. Fee to be determined on scope of work. ACTION: Motion to approve the Agreement. VOTE REQUIRED		
9.5 Farnsworth Agreement for CSO Design DESCRIPTION: Agreement with Farnsworth for the Combined Sewer Outfall (CSO) design. Upgrades are in accordance with the Long Term Control Plan (LTCP). ACTION: Motion to approve the Agreement not to exceed \$919,000.00. VOTE REQUIRED	JW	3
9.6 Agreement with Hanson Professional Services Inc. DESCRIPTION: Amendment to the agreement of August 8, 2011 regarding land Acquisition Services for the Veterans Drive Extension Project. The scope and cost of the services is modified to provide negotiations services for five additional parcels. ACTION: Motion to approve the amendment in the amount of \$15,000.00. VOTE REQUIRED	JW	3
9.7 Ordinance No. 1568-A192-12/13 – Rezoning Certain Property 514 N. 5TH Street, PIN #04-04-35-315-001, Original Town, Block 85, Lots 1 & 2 DESCRIPTION: Recommendation of the Planning Commission to rezone Lighter Motel Property 514 N. Fifth Street from OS-1 (Office Service) District to B-3 (General Business) District. The building will be used for a conference area for Enviro-Safe. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	RS	5
9.8 Ordinance No. 1568-A193-12/13 – Rezoning Certain Property 508 State Street, PIN #04-04-35-315-002, Original Town, Block 85, Lot 3 DESCRIPTION: Recommendation of the Planning Commission to rezone 508 State Street property adjacent to the Lighter Motel Property on 5th from P-1 (Vehicular Parking) District to B-3 (General Business) District. The building will be used for overflow storage area to the existing business Enviro-Safe. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	RS	5
9.9 Ordinance No. 1462-A315-12/13 – Amending Title 8 Traffic of the Code of the City of Pekin 1995 Regarding No Parking DESCRIPTION: Recommendation of the Traffic Safety Committee to prohibit parking on the west side of South 5th Street between Derby Street and Koch Street at all time and create a 15 minutes loading zone on the west side of the street between Derby Street and the alley immediately south of Derby Street. ACTION: Motion to adopt the Ordinance.	GN	2

VOTE REQUIRED		
9.10 Ordinance No. 1462-A316-12/13 – Amending Tile 8 Traffic Code of the City of Pekin 1995 Regarding Diagonal Parking DESCRIPTION: Recommendation of the Traffic Safety Committee to allow diagonal parking on the north side of the 300 block of State Street adjacent to Grace United Methodist Church between Capitol and 4 th Streets. ACTION: Motion to adopt the Ordinance.	GN	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) 6. Sale of Municipally Owned Property		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

MG	City Engineer Mike Guerra	DG	Asst City Manager Darin Girdler
JW	City Manager Joseph Wuellner	RS	Code Enforcement Officer Ron Sieh
GN	Police Chief Greg Nelson		

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 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 13, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

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

ABSENT: NONE

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

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

AGENDA

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

MINUTES

Motion by Council Member Blanchard, seconded by Council Member Hendricks, that the **minutes of the Regular City Council Meeting of July 23, 2012, be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.0 CONSENT AGENDA
7.1 Receive and File Monthly Reports Minutes: Police Department June Report and Liquor Commission Minutes dated July 5, 2012.
7.2 Receive and File Bids for the Pekin Municipal Airport's fuel dispensing update project opened July 25, 2012 @ 2:00 p.m.
7.3 Receive and File letter from Council Member Massaglia publicly disclosing ownership in property with in the proposed TIF boundaries.
7.4 Receive and File the Pekin Planning Commission Recommendation, Hearing, partial meeting minutes: a. Hearing #08-1859 - #08-1859 - recommends approval of the Site Plan for a Drive-Thru, Lots 14, 15, 16 and W. portion of 13 (City owned) Original Town PIN #04-04-34-433-007, 011, 012, 301-321 Court Street.

On roll call vote all present voted Aye.

NEW BUSINESS

**RESOLUTION NO. 48-12/13
ESTABLISHING A TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER
A TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT
FOR THE PROPOSED INDUSTRIAL PARK CONSERVATION AREA**

Motion by Council Member Abel, seconded by Council Member Hendricks that Resolution No. 48-12/13 be adopted. Assistant City Manager Darin Girdler advised the Council that the resolution was the next actions to the scheduled process to satisfy statutory requirements for adopting the new TIF area. The public hearing to consider the proposed area and received comments would be set for Monday, October 1, 2012 at 5:30 p.m. in the City Hall Council Chambers. On roll call vote, Ayes, Blanchard, Abel, Schmidgall, McCabe, Hendricks, and Barra; Massaglia, present. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Hendricks that the **RECYCLING GRANT AGREEMENT WITH TAZEWELL COUNTY** be approved. Council was told by City Manager Joseph Wuellner that the motion accepts the terms for use of the annual Recycling Grant Agreement from Tazewell County in the amount of \$67,000 in support of the City's recycling efforts. Those activities included the costs of recycling bins, which are now free to residents. On roll call vote, all present voted Aye.

RESOLUTION NO. 49-12/13

ACCEPTING THE SINGLE FAMILY OWNER OCCUPIED REHABILITATION PROGRAM GRANT AGREEMENT FROM ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Motion by Council Member Hendricks, seconded by Council Member Abel that Resolution No. 49-12/13 be adopted. Council was presented the terms of a 2- year \$210,000.00 grant from the Illinois Housing Development Authority's Single Family Owner Occupied Rehabilitation Program of low to moderate income households. The program requires a house to be brought up to code and addresses lead. Council questioned the application process and how award of the money was determined. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Massaglia that the **SITE PLAN FOR STRAIGHT SHOT COFFEE HOUSE AT 301-321 COURT STREET** be approved. Recommendation of the Planning Commission to approve the drive thru site plan of property owner Dallas Pettingill for the construction of a new coffee shop in the downtown. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Blanchard that the **SPECIAL USE PERMIT FOR STRAIGHT SHOT COFFEE HOUSE AT 301-321 COURT STREET** be approved. Recommendation of the Planning Commission to approve the special use request from property owner Dallas Pettingill for a drive-thru at the location for the construction of a new coffee shop in the downtown. Council extended their wishes for much success to Mr. Pettingill for his new business. On roll call vote, all present voted Aye.

RESOLUTION NO. 50-12/13

AUTHORIZATION FOR DEBT FINANCING CAPITAL ITEMS

Motion by Council Member McCabe, seconded by Council Member Abel that Resolution No. 50-12/13 be adopted. Mayor Barra introduced the resolution as a means of moving forward with financing that Council had previously approved \$2,305,000.00 for various capital equipment items. Each of the 13 listed items or projects, their estimated amounts to acquire, and a brief explanation were presented. Council Members were given the opportunity to question staff and speak in support or opposition to each item after which a straw poll was taken. Consensus was gathered for all items except a tar kettle was removed. The restated amount was \$2,275,000.00. Members Schmidgall, Blanchard, Hendricks questioned why the proposed items were not included in previous budgets. It was stated that in the budget the items were listed as a \$2.3 million dollar loan. Some projects in capital plans were taken out or moved to out years to reduce budgets and keep taxes down. Council Member Blanchard stated he was not in favor of putting the City in debt and felt the Council needed to conduct budget sessions. Council Member Massaglia felt it was an opportune time to finance the equipment and budget repayment through the departments. On roll call vote, Ayes, Abel, McCabe, Hendricks, Massaglia, and Barra; Nays, Blanchard and Schmidgall. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Massaglia that the **BID FOR THE AIRPORT FUEL FARM UPDATE PROJECT be approved in the amount of \$169,494.00 and the contract awarded to Seneca Companies, Inc.** City Engineer Mike Guerra informed the Council the project would replacement of the 100 LL and Jet A fueling dispensing systems along with electrical equipment. He also explained the evaluation of the bids and the acceptable range for award. The project, programmed through the State Airport Improvement Program, would be reimbursed at 90%. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Hendricks, Massaglia, and Barra; Nay, Blanchard. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **CITY BE AUTHORIZED TO ENTER INTO A DEVELOPER AGREEMENT WITH AVANTI'S DOME, LLC TO**

LEND \$1.1 MILLION FOR A TERM NOT TO EXCEED TWENTY (20) YEARS FOR GRIFFIN DRIVE EXTENSION CONSTRUCTION.

Assistant City Manager Darin Girdler presented the basics of a drafted developer agreement as an alternative to the City constructing the extension of the road to Veterans Drive. He asked Council's consideration of the financing through Avanti's Dome, LLC repayment of a \$500,000 2010 loan, construction costs reimbursement to Avanti's Dome, LLC of through the Tourism Fund, and local financing of approximately \$600,000. Discussion followed. Council Members Blanchard and Schmidgall did not support placing the City in dept from borrowing. Council Member Hendricks indicated he was not previously in favor of the road but would support the proposed financing. On roll call vote, Ayes, Abel, McCabe, Hendricks, Massaglia, and Barra; Nays, Blanchard and Schmidgall. Motion Carried.

RESOLUTION NO. 51-12/13

IMRF OUT-OF-STATE CREDIT AUTHORIZATION

Motion by Council Member Massaglia, seconded by Council Member Schmidgall that Resolution No. 51-12/13 be adopted. Human Resources Director Sarah Newcomb requested an Illinois Municipal Retirement Fund required resolution form to allow a current full time employee to purchase past service time from an eligible state transportation department be authorized by the Council. A full time employee would purchase 5 months of service toward pension from Kansas Department of Transportation costing the City in IMRF adjustment of \$14.88. On roll call vote, all present voted Aye.

ORDINANCE NO. 2663-12/13

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

Motion by Council Member Massaglia, seconded by Council Member Schmidgall that Ordinance No. 2663-12/13 be adopted. City Manager Joseph Wuellner recommended the codified revisions to the Sewer User Charges to reflect changes to the billing process due Illinois-American's notification that they would no longer process monthly wastewater billings. The revisions were necessary to include language to process billing, bill collection, and handling of delinquent payments. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Manager informed the Council and the public that Illinois American Water Company would be advising in their next bill run that they will be eliminating the City's wastewater charge from their billing system. The City would be initially be processing the data on line September 17, 2012.

Council Member McCabe expressed appreciation to the Traffic Safety Committee for allowing through a special hearing meeting for the public to comment on the recommendation of the TSC to change Capitol and Fourth Streets to two-way traffic. The members would be presenting their final recommendation to the Council the last meeting in September.

Mayor Barra encouraged the community to participate in the up coming 10th Annual YWCA Paint the Town Red campaign August 25, 2012.

No further business to come before the Council, motion was made by Council Member Massaglia, seconded by Council Member Blanchard to adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:12 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
AUGUST 3, 2012 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Tim Gillespie, Bob Shaw, Mike Guerra, Will Taylor. Also present: Bill Scarcliff, Sharon Harris and Lee Ann Whel.

Old Business:

1. Capitol St. & 4th St. – Two-way Streets

This project came about from a request by Pekin Public Library to make a portion of S. 4th Street two-way in conjunction with their expansion plans. This prompted research which included recommendations from prior surveys done by the city. Letters of explanation and survey instructions were mailed to all residents on these two streets. Greg reported the highlights of the survey results. Two thirds of respondents completed the online survey and two thirds of all respondents favor changing the one-way streets to two-way. Of the respondents who are residents of the streets involved, they are split 50/50 and those who are for it chose the opposite side of the street from where they live as the side to restrict parking. Those who are against making the streets two-way stated the parking restriction aspect as the main reason they are against it.

Buster Hanley, representing Preston-Hanley Funeral Home and Grace United Methodist Church, stated that he feels the change would make it easier for people to get around town and easier to give people from out of town directions. The only negative he sees in it is the loss of some parking. From his perspective he asked the committee to consider restricting the parking on 4th Street on the west side instead of the east side.

A public hearing will be held on August 7th seeking further input on this matter. All residents of both streets have been notified of the public hearing. After the hearing the committee will make a recommendation to City Council.

Joe made a motion to defer a decision regarding a recommendation to City Council until after receiving input from citizens at the public hearing. Tim seconded the motion. All in favor.

2. South 5th St. – Parking Restriction

A survey letter was mailed to all residents of the 1300-1500 blocks of S. Fifth Street seeking their input for a parking restriction in this area. This was prompted by complaints about congestion caused by parked vehicles on the street. The majority of the residents in this location are in favor of a parking restriction; however, most would like the restriction to be on the opposite side of the street from where they live. After discussion of this matter, Tim made a motion to make a recommendation to City Council for

a parking restriction on the west side of S. 5th Street from Derby Street to Koch Street, except for a designated loading zone from Derby Street to the alley behind the business located there. Will seconded the motion. All in favor.

3. *Traffic Speed 800-1000 Blocks of Hamilton St.*

Ron Mayeur (309-678-7045, ronmayeur@yahoo.com) made this request and was in attendance at the meeting. The speed spy was placed in this area for 3 days and the results were reviewed (very low traffic counts with 86% of the vehicles under 30 mph). The area was also monitored by the police department, with no violations during that time.

Mr. Mayeur asked for consideration of either speed bumps or stop signs at both the intersections of Hamilton at 9th Street and 10th Street. He stated that the busiest times are when people are going to work in the morning and when they are coming home in the afternoon.

This is an enforcement issue and extra patrol will be requested. Will made a motion to leave the area as is. Joe seconded the motion. All in favor.

New Business:

1. *Special Meeting – Public Hearing Capitol/Fourth*

Prior to making a recommendation to City Council regarding a proposal to go from one-way to two-way streets on Capitol and Fourth, there will be a special meeting of the Traffic Safety Committee on Tuesday, August 7th at 6:00 p.m. at the Pekin Public Library. This meeting will be a public hearing seeking input from citizens on this proposed change. The committee will make a recommendation to City Council after receiving this additional input. All residents of Capitol Street and Fourth Street have received a copy of the special meeting notice in the mail.

The committee received a letter from Bob Burress, 713 Deerfield Drive, 309-241-7293. Agenda items 2 through 4 address his concerns in the letter.

2. *Guard Rail – 14th St. at Lake Remington*

The citizen request is for installation of a guard rail along the east side of S. 14th Street in the area of Lake Remington. This item has been addressed in the past. This area has a speed limit below 45 mph and a barrier curb is in place. Mike will check into the criteria and standards that are in place for the placement of barriers.

3. *Parking Space – 1300 Block of Park Ave.*

The citizen request is to eliminate one parking space next to the crosswalk. This item has been addressed extensively over the past few years. At this time there is a designated crosswalk and a reduced speed limit (20 mph) in place in this location as well as a 15-minute designated loading/unloading parking space to the east side of the crosswalk. After

discussion, Kurt made a motion to leave this area as is at this time. Bob seconded the motion. All in favor.

4. *Traffic Control – South 5th St. – Koch St. to Petri Ln.*

The citizen request is for a no passing zone on South 5th Street in this area. After discussion of this request, Bob made a motion to make a recommendation to City Council for a no passing zone for both north and south bound traffic on S. 5th Street from Koch Street to the southern boundary of St. Joseph Catholic Cemetery. Tim seconded the motion. All in favor.

5. *Stop Sign Request – 13th St. at Lincoln St/Jefferson St.*

The committee received a request from Kristie Bigliuzzi asking for consideration of installation of stop signs at N. 13th Street and Lincoln Street and at N. 13th Street and Jefferson Street. It was noted by the committee that yield signs are already in place in those locations. Mike made a motion to leave the area as is. Will seconded the motion. All in favor.

6. *“No Right Turn on Red” Sign – 8th St. at Sheridan*

The committee received a request through “SeeClickFix” asking why this sign is posted in this location. The committee discussed this and Tim made a motion to make a recommendation to City Council to have the sign taken down. Will seconded the motion. All in favor.

7. *Grace United Methodist Church – Request for Diagonal Parking*

Buster Hanley attended the meeting representing the church. The committee has received a site plan for the expansion at the church and the plan for the request for the diagonal parking spaces. He explained the expansion. The main entrance will be on the south side with a canopy entrance on the north side. The proposed diagonal parking would provide additional parking spaces if some parking is lost on N. 4th Street due to a possible parking restriction being put in place. It is a side street and the sidewalk is already set back. Joe made a motion to make a recommendation to City Council to allow the diagonal parking in this location as per the diagram. Mike seconded the motion. All in favor.

Around the Table

Will reported that there is a tree limb covering the stop sign at the 9th/Prince Streets intersection.

Mike distributed a diagram illustrating a proposed multi-use path network. The idea is to make it a network that would eventually have the potential to connect to neighboring communities. This diagram is not final form. He is looking for input. It is something to have in place for future strategic planning and funding purposes. Having such a plan in place makes grant funding more likely. This will be put back on the next agenda for further discussion.

Mike presented a request from the city website asking for a sign at the entrance of the alley behind Sapp Street to keep people from parking in the alley across their driveway and blocking their vehicles in. At this time, this is an enforcement issue. Mike will contact the citizen and inform them to call in every time it happens for enforcement. The ordinance regarding blocked driveways will be reviewed and this will be an agenda item for the next meeting.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING SEPTEMBER 7, 2012 @ 8:30 A.M.

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
SPECIAL MEETING – PUBLIC HEARING
AUGUST 7, 2012 @ 6:00 p.m.
PEKIN PUBLIC LIBRARY COMMUNITY ROOM**

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

Greg introduced all the members of the committee.

He set the ground rules for speaking by asking each speaker to keep their comments to 3 minutes or less and to not speak on something that has already been addressed by someone else.

He explained that the Traffic Safety Committee makes recommendations to City Council. City Council then makes decisions based on those recommendations. The goals of the Traffic Safety Committee and City Council are different.

This project came about from a request made by Pekin Public Library asking for consideration to make S. 4th Street from Broadway to Washington Street two-way. The committee took this opportunity to review Capitol and 4th Streets in their entirety regarding the one-way streets. A prior independent traffic study had made a recommendation to return these two streets to two-way traffic.

Greg further explained that the purpose of one-way streets is to move traffic faster. They were originally put in place in Pekin to move traffic in and out of the downtown. Pekin has changed. The majority of shopping is no longer being done downtown. The one-way streets of Capitol and 4th are no longer serving their intended purpose.

Jeff Brooks, Pekin Public Library addressed the public to explain the library's reasoning for making the original request. The library has one-way streets on two sides. He explained the logistics of entering and exiting the parking lot, access to the book drop and safety of library patrons.

The public hearing opened at 6:08 p.m. The following citizens gave their input:

Dean Watkins (1012 S. Capitol) (Signed Petition)

He is concerned with the school traffic at Jefferson School. What will be done about the traffic going both ways there?

George Knollenberg (1107 N. Capitol)

He is opposed to the change. He bought his house because it is on a one-way street. He wants to be able to park on his side of the street (west side). He feels that it will increase work traffic on N. Capitol St. He is concerned how two-way traffic would work in the area of the 5-point offset intersection on N. Capitol St. At the least, he would like for there to be no parking restrictions.

He would like to see radar on N. Capitol, N. 4th and N. 8th. He has concerns with lane usage issues on Margaret at the Broadway/Court Street intersection.

Ronna Woodmancy (352 S. Capitol) (Signed Petition)

She is against changing her street to two-way. She bought her house because it is on a one-way street. She feels that two-way traffic there would be dangerous for school children.

She would like to see radar on her street.

Don Gibson (1410 N. Capitol)

If the change is made, he asked if there would be schooling on how to back out onto a two-way street. The street is too narrow for backing out of the driveway.

Samantha Ingolia (320 Walnut)

She is opposed to the change. She is concerned with school children walking to school. With short driveways, where are people going to park? She said that the businesses don't have parking lots in the 300 block of S. 4th.

She would like to see radar.

Nicole Coyle (1022 S. 4th) (Signed Petition)

She is opposed to the change. She feels that this is only being addressed because the library wants it. She stated that the one-way streets are well posted. She said that the library needs to have their own solution. She wants to see stop signs on the streets to slow traffic down.

Tara Perkins (611 S. Capitol) (Signed Petition)

She lives on a corner lot. She does not agree with the proposed change. She asked if S. Capitol will be widened and if that would take over the sidewalks and part of residents' property. She also asked if the city would be fixing the curbs.

She said that the street is arched where she lives.

Alan Johnson (1113 S. 4th) (He did the petition drive (267-9331)

He has lived in his home for 27 years. He walked the neighborhoods over the last few days gathering the names on the petition that he submitted. He is totally opposed to the change. He gave a recap of his point of view. He turned in the petition and a copy of his statement to the committee and also a copy for City Council.

Recap of petition:

147 signatures

100 different addresses

47 addresses on S. 4th Street

32 addresses on S. Capitol Street

21 addresses on various other streets in Pekin

He is concerned with traffic generated by the new sports complex at S. 5th and Koch when it opens.

Kimberly Lewis (1105 S. 4th) (Signed Petition)

She is opposed to the change. She chose to live there because it is peaceful. She has to park on the street because of a shared driveway with the neighbor.

Pam Brown (336 S. Capitol) (Signed Petition)

She is opposed to the change. She has lived in her home for 30 years. Kids play in the street and she is concerned for their safety.

Dave White (804 S. 4th)

He is against having a bike route on the west side of his street. He said that kids currently use the east side of his street to ride bikes. He is concerned for the children.

Jeff Ericson (3125 St. Andrews)

He is the principal of Jefferson School (900 S. Capitol). He is concerned for children and their parents. If the changes are made he asked that it not be put in place until July 1, 2013 to allow for adjustments. He asked for the committee to consider the safety of the children.

Luke Lamere (1106 S. Capitol)

He stated that citizens that live there are against it. He also stated that there are no curbs in some places.

Dennis Lambert (1416 Matilda)

He feels that the safety of children is of upmost importance. He lives in a school zone. He feels that school zone speed limits should be lowered from 30 mph to 20 mph, 24 hours a day, 365 days a year.

Tim Wynn (1116 S. Capitol) (Signed Petition)

He is opposed to the change. He lives at the end of a dead end alley. He has to park on the street. He said parking is the big issue for him.

Jennifer Holcomb (317 Willow)

She lives by the 5-way offset intersection on N. Capitol. She is against the parking restriction and two-way streets. Signs are there. It should not be confusing to drivers.

Melissa Booker (701 S. Capitol)

She is opposed to the change. She bought her house because it is on a one-way street. There is no curb in her location. She is concerned for the elderly who attend the church by her house. She feels that it will make the street too busy. She asked why the library can't move their drop box.

There were a total of 17 residents who spoke at the hearing.

The public hearing closed at 6:45 p.m.

Kurt made a motion to table a decision until the next meeting to give the committee an opportunity to review all the information received tonight. Tim seconded the motion. All in favor.

Mike asked how many overall community surveys were received. 143. There was a 50/50 split between those who live on those streets.

Will asked if it is possible to put this on a ballot. The City Council would have to make that kind of decision. The Traffic Safety Committee only makes recommendations to City Council.

Joe made a motion to adjourn the meeting at 6:55 p.m. Mike seconded the motion. All in favor.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING SEPTEMBER 7, 2012 @ 8:30 A.M.

To The TRAFFIC Safety Committee!

I WAS IN ATTENDANCE at the start of last night's meeting at the library and although the concerns of the people who have school aged children who may walk to Jefferson school, the problems created by those who drive their children and pick them up are soon so much larger and dangerous for traffic!

I and my wife have lived at 1514 N Capitol for between 3 and 4 years! my home is the last house of a Capitol on the right side or East side at the corner of Capitol and Sheridan Road!

There is not a day that has gone by that at least 10 to 15 cars turn and go down Capitol the wrong way!

The FACT that we have not had a head on crash amazes me, and the idea of assigning an officer to park on a side street and issue tickets would be time consuming and expensive, plus tie up an officer, so why not just change the only 2 remaining one way streets to be 2 way like all the rest of the streets in our town!

To those who would not longer be able to back into the driveways, start pulling in forward like the rest of us! Who are you missing from that an extra 2 minutes will make

Respectfully

Robert A Beebe 1514 N. Capitol

Pekin Planning Commission Minutes

August 8, 2012

5:30pm

Present:

Jim Jones
Don Hild, Vice Chairman
Bill Craig, Chairman
Ron Knautz
Daryl Dagit
Erik Reader
Steve Huey

Absent:

Steve Thompson
Jeff Dupage

Chairman, Bill Craig led the pledge of allegiance.

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

Staff Present: Ron Sieh, Darin Girdler and Attorney Scott Kriegsman

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

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

Chairman, Bill Craig asked for the Approval of the May 9, 2012 minutes.

MOTION by Ron Knautz, Seconded by Erik Reader to Approve the May 9, 2012 minutes as presented. On roll call vote, (6) Six present voted **AYE**. (1) One (Daryl Dagit) Present **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

May 29, 2012, Council Meeting:

Received and filed the minutes from the May 9, 2012 meeting.

Approved the following recommendations for Hearings:

Approved the following Hearing: 05-1855 / The Rezoning of Five properties at 281 Herman Street, 305 Herman Street, 309 Herman Street and 311 Herman Street from B-3 (General Business District) to R-4 (Single Family Residential).

Hearing #05-1856 / To Deny the Rezoning of the Property located on Velde Drive from R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) due to density of the property in regards to the surrounding lots. Other concerns were for apartments in a newly developed residential area. Concerns expressed by the Planning Commission and a preference of review of a potential site plan that would support the rezoning.

PPC Correspondence: 47 Letters were sent to surrounding properties for Hearing 1 & 2. Three letters were returned and one response by phone supported the rezoning.

Application #1: Randy Price, Owner

Hearing #1 (08-1857): Rezoning of property from OS-1 (Office Service District) to B-3 (General Business District) with a Legal Description of Original Town, Block 85, Lot 1 & 2 and PIN #04-04-35-315-001 commonly known as 514 N 5th Street in Tazewell County, Illinois.

Open Public Hearing: 5:47pm

Randy Price, 2005 El Camino Drive was present and stated his case. His plans are to remodel the building to house a conference center, blistering of hoses, offices and indoor storage for his existing business Enviro Safe.

Don Hild questioned why it does not conform to the existing or proposed zoning.

Ron Sieh explained that due to zoning changes to the B-3(General Business District) all existing buildings are non-conforming due to the setback. This is with the exception of new buildings.

Close Public Hearing: 5:49pm

Rezoning Review Committee:
Resigned, Chairman

Motion by Jim Jones, seconded by Ron Knautz to Approve the Re-Zoning to B-3(General Business District) commonly known as 514 N 5th Street. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Application #2: Randy Price, Owner

Hearing #2 (08-1858): Rezoning of property from P-1 (Vehicular Parking District) to B-3 (General Business District) with a Legal Description of Original Town, Block 85, Lot 3 and PIN #04-04-35-315-002 commonly known as 508 State Street in Tazewell County, Illinois.

Open Public Hearing: 5:57pm

Randy Price, 2005 El Camino Drive was present and stated his case. He has cleaned the trash and garbage up and is in the process of having a custom made fence installed to secure the property to keep vandalism from taking place. Once secured in a year or two will add another storage building.

Close Public Hearing: 5:59pm

Rezoning Review Committee:
Resigned, Chairman

Don Hild asked for clarification of how many lots. He also inquired that since the previous owner did not provide the proper screening as required by code, will the current owner.

Ron Sieh stated Lot 3 is the only one being asked for a zoning change. Lot 4 will remain the same zoning and one of the requirements is screening.

Randy Price stated it would defeat the purpose to have solid screening as it would give people with drugs and vandal intentions a place to hide. He would prefer to have his 6' custom iron fencing installed which would provide a clear view.

After discussion the Commission agreed that the properties on the eastside of that lot are higher than the lot itself.

Motion by Jim Jones, seconded by Ron Knautz to Approve the Re-Zoning to B-3(General Business District) commonly known as 508 State Street. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Application #3: Karie J & Dallas K Pettingill

Hearing #3(08-1859 & 08-1860): Site Plan and Special Use for a Drive-Thru with a Legal Description of Lots 14, 15, 16 and the West Portion of Lot 13 Owned by the City of Pekin, Illinois, Block 47 of the Original Town with a PIN #04-04-34-433-007, 04-04-34-433-011 and 04-04-34-433-012 commonly known as 301-321 Court Street in Tazewell County, Illinois.

Open Public Hearing: 6:04pm

Dallas Pettingill, 100 Country Drive, Green Valley was present, stated his case and intentions. It will basically be a Specialty Coffee Shop similar to Starbucks but a privately owned business.

Erik Reader shared concern with traffic congestion in that area of town and felt the business was inappropriate for that location.

Steve Huey stated he understood his concern but being a previous business owner downtown assured that traffic is not that heavy for congestion downtown.

Close Public Hearing: 6:07pm

**Site Plan Review Committee:
Don Hild, Chairman**

Motion by Ron Knautz, seconded by Daryl Dagit to Approve Site Plan for a Drive-Thru commonly known as 301-321 Court Street. On Roll Call Vote. 6 (Six) Present Voted **AYE**. 1 (One) Present Voted **NAYE**. **Motion Approved.**

**Special Use Review Committee:
Steve Huey, Chairman**

Motion by Steve Huey, seconded by Jim Jones to the Special Use Request for a Drive-Thru commonly known as 301-321 Court Street. On Roll Call Vote. 6 (Six) Present Voted **AYE**. 1 (One) Present **ABSTAINED**. **Motion Approved.**

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

Meeting adjourned at 6:25PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Zoning Board of Appeals
August 8, 2012

Present:

Mary Lanane
Gary Sciortino
John Kennedy, Chairman
Bob Barra
Erik Reader, Vice Chairman

Absent:

David Moehring

Staff Present: Ron Sieh, Scott Kriegsman

John Kennedy, Chairman led the pledge of allegiance.

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

Roll call was taken and a quorum declared.

John Kennedy, Chairman asked for approval of the Agenda as presented.

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

John Kennedy, Chairman asked for Approval of the May '2012 Meeting Minutes.

MOTION by Mary Lanane seconded by Bob Barra to approve the May '2012 Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

Correspondence: (31) Thirty-One Letters were sent out for Hearing #1. (1) Response expressed concern for her garden/but is fine with the request/ (2) Letters were returned. (36) Thirty-Six Letters were sent out for Hearing #2. (2) Responses by phone with no objections. (1) Response by Letter with objection. (25) Twenty-Five Letters were sent out for Hearing #3. (1) Response by phone with no objection. (3) Letters were returned.

Hearing #1:

To allow Earl Neff, Owner, a variance to attach the existing garage and for an addition of the existing home which exceeds the current code setback located at 1310 Willow Street.

Earl Neff, 1310 Willow Street Drive was present and stated his case and hardship.

MOTION by Bob Barra seconded by Erik Reader to **Approve** the variance to attach the existing garage and for an addition of the

existing home which exceeds the current code setback at 1310 Willow Street. On roll call vote, all present voted **AYE**.

Hearing #2:

To allow Leslie Anna Hayes, Owner, for a privacy fence to be in the front yard and a 6' variance for the same privacy fence to be closer than allowed in the front yard setback located at 617 Hillyer Street.

Leslie Anna Hayes, 617 Hillyer Street Drive was present and stated her case and hardship.

MOTION by Mary Lanane seconded by Erik Reader to **Approve** the variance for an existing privacy fence to be in the front yard and a 6' variance for the same privacy fence to be closer than allowed in the front yard setback at 617 Hillyer Street. On roll call vote, all present voted **AYE**.

Hearing #3:

To allow Grace United Methodist Church, Owner, a variance to allow for an addition of the existing building which exceeds the current code setback located at 503 N 4th Street.

Lee Garretts, LED Architects & Buster Hanley, Church Representative were present and stated their case and reason for changing previous approved variance.

MOTION by Bob Barra seconded by Erik Reader to **Approve** the variance for an addition of the existing building which exceeds the current code setback at 503 N 4th Street. On roll call vote, all present voted **AYE**.

Erik Reader stated that he will be resigning from the Zoning Board effective immediately to allow for other interested parties to participate on the Board.

MOTION by Bob Barra seconded by Erik Reader to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:33PM

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

**Pekin Planning Commission
August 8, 2012**

HEARING #08-1857

The Pekin Planning Commission recommends the approval of the Rezoning of the Property located at 514 N 5th Street to B-3 (General Business District) to the City Pekin Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE – Unanimous

NAYE –

ABSTAIN –

**Pekin Planning Commission
August 8, 2012**

HEARING #08-1858

The Pekin Planning Commission recommends the approval of the Rezoning of the Property located at 508 State Street to B-3 (General Business District) to the City Pekin Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE – Unanimous

NAYE –

ABSTAIN –

BID TABULATION
VELDE DRIVE AND PARKWAY DRIVE INTERSECTION
IMPROVEMENT PROJECT AND WIDENING TURN LANE

OPENING AUGUST 15, 2012 @ 2:15 P.M.

NAME	ADDRESS	BASE BID	BOND
R.A. CULLINAN & SON	P.O. BOX 166 TREMONT, IL 61568	\$175,164.89	YES
ILLINOIS CIVIL CONTRACTORS, INC.	420 PINECREST DRIVE E. PEORIA, IL 61611	\$218,726.00	YES
STARK EXCAVATING, INC.	1805 W. WASHINGTON BLOOMINGTON, IL 61701	\$186,755.30	YES

Engineering estimate \$175,000.00

Mike Guerra City Engineer

52-12/13

RESOLUTION NO. _____

PEKIN, ILLINOIS, August 27, 2012
19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

Barry McGinnis is hereby appointed to the Zoning Board of Appeals to fill the

unexpired term of Erik Reader for a term until May 31, 2014.

SIGNED BY _____

MAYOR.

RECEIVED
JUN 19 2012
CITY CLERK



City of Pekin

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Barry McGinnis

Your Address: 605 Deerfield Dr, Pekin

Your Telephone Number: 309-824-3967

Your E-Mail Address: barry.mcginis@comcast.net

Your Work Telephone Number: 309-477-5233

You are interested in serving on which commission, board, or committee?

Zoning & planning

Why are you interested in serving?

Community involvement & to broaden my horizons

What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application.

See attached resume

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

Barry L. McGinnis
605 Deerfield Dr
Pekin, IL 61554
Email: barry.mcginis@comcast.net

June 6, 2012

To Whom It May Concern:

I am writing you to express my interest in the appointment to the city zoning or planning committee. I offer experience, knowledge, and a sincere desire to effectively contribute to either of these committees. Currently, I am employed with Midwest Generation LLC at Powerton, in Engineering. However, I am now looking to challenge myself by seeking other opportunities, and broaden my horizons outside the workforce. I have many skills and abilities that would make me an excellent candidate for these committees. Briefly, these are:

- 36 years of experience in the Power Production field
- 35 years of management experience
- Experience in a broad range of areas of management in operations and maintenance; from planning and budgeting, to constructing and implementing.
- Commitment to development and continuing education

Enclosed, you will find my resume. I am looking forward to meeting with you in the near future to discuss the contributions I can make towards the committees for Tazewell County. Thank you for reviewing my resume. I appreciate your consideration.

Sincerely,

Barry L. McGinnis
605 Deerfield Dr
Pekin, IL
Cellular: (309) 824-3967
E-mail: barry.mcginis@comcast.net

Enclosure (1)

Barry L. McGinnis

605 Deerfield Dr

Pekin IL. 61554

phone: (309) 824-3967

E-mail: barry.mcginis@comcast.net

Summary

I have been employed in several phases of Power Production during my 36 years of experience at the Powerton Generating Station. During the last 35 years, I have been in a managerial position in operations and maintenance, serving as a Coal Specialist, Shift Advisor, and a Shift Foreman. I have been involved in many special projects from design to implementation for the station, and company.

Experience

MWG, Powerton Station Pekin, IL

1976 - Present

Process Specialist – Coal Handling (1998 to Present)

Provide technical support and expertise through day to day activities. Monitor the daily and long term performance of coal handling equipment, and the process.

- Coordinate with the Fuel Department, the optimum PRB coal and or coal blend for the station with consideration of emissions compliance, slagging, fouling characteristics and performance of the boilers and precipitators
- Readjust PRB coal deliveries to minimize de-ratings directly attributable to coal quality
- Maintain daily conditioner performance logs to aid in improving sizing performance with respect to opacity de-ratings and boiler performance
- Support and assist in establishing routine operating and maintenance (O&M) budgets, capital budgets, long range planning, various coal handling dust improvement projects, and project management
- Provide training and supervision for operators, for improved practices and equipment
- Manage the station coal inventory, and pile management
- Manage the station ash resources
- Facilitator for supervisory training for all MWG management employees

Shift Advisor (1990 – 1998)

Directed plant operations through coordination of operators, maintenance personnel, Bulk Power dispatching, and operating conditions. Directed operating and maintenance supervisors, and evaluated their performance and development.

- Team member for the ComEd Competitive Action Plan Streamlining Processes for the station
- Design team member for the ComEd station values training
- Evaluated and corrected daily combustion errors and operating parameters
- Communicated and prioritized corrective actions in relation to daily plant operations and system demands
- Managed responsibilities of the Union Personnel and their actions
- Directed Operating Supervisors, and evaluated performance and development
- Maintained and documented environmental compliance
- Kincade station PRB coal burn test team member
- Attained Level 5 HazMat on site incident commander
- Authored many station procedures
- Start up advisor for new boiler and turbine controls

Shift Coach (1979 – 1990)

Coordinated Union Personnel for various inter- departmental customers, and managed the protection of equipment associated with work to be performed. Responsible for routine shift activities. Also served as a wastewater and coal-handling supervisor.

- Authored the station Fire Brigade Training Manual and help design the division training as well as many other station procedures
- Served as the Station Fire Marshall
- Instructed various training classes and certified operators
- Black Butte coal burn test team member

Promoted into management (1978)

Worked as an Engineering Technician and Assistant. Directed the Station Laborers and managed the administrative duties for the operating shift. Supervised approximately 50 laborers. Coordinated the station and outage cleaning work.

Equipment Operator (1977 - 1978)

Station Laborer (1976 - 1977)

Training

Mgt. to Mgt. Supervision
M1 Supervisor Training
Supervising for Results
National Safety Council Human Relations Course
I'm In Charge Training Program
Basic Instructor Training Course
University of Illinois Industrial Fire Fighting
Red Cross CPR and First Aid Instructor Certified
Fire Brigade Leadership Training
E.O. Electrical Operations Training
U.O. Training

V.Q Process Mgt. Workshop
PPR Mgr. Session
Management Coaching
Skills Building Mgt. Coaching
Micro Soft Excel
Micro Soft Windows
Point History Excel
Boiler Start-up Chemistry
R-Stamp
Visual Weld Inspection I
Belt Conv. Design Seminar

Emergency Response hazardous Material level 5 on Site Incident Commander
Emergency Response Training for Industrial Fire Fighting, Ansul Fire School
Basic Operator Operation Training Large Track Type Tractors
Train Handling and Locomotive Operation through SCH Inc.
Many other various required training programs

Education

Illinois Central College, East Peoria
Emergency Medical Technician A
Emergency Rescue Technician
Certified Fire Fighting 1 and 2

Community Involvement

Peoria Civic Choral Member
Pekin Civic Choral Member
Past Chief of a volunteer ambulance service
Past volunteer fire fighter
Charter member and President of Manito IL Jaycees
Past soccer and basketball coaches

ZONING BOARD OF APPEALS

5:00 P.M. 2ND WEDNESDAY OF THE MONTH

GARY L. SCIORTINO - Chairman

#7 ST. ANNE

347-8497TERM ENDS MAY 31, 2013

sciortino_gary@yahoo.com

MARY LANANE

423 MANOR STREET

697-1216 (office)

346-7518TERM ENDS MAY 31, 2013

lanane@sommerproducts.com

ROBERT BARRA – Vice Chairman

9 RAINBOW DRIVE

P.O. Box 855

347-3161 (office) 24-2137 (cell)

346-4490TERM ENDS MAY 31, 2013

robertbarra49@gmail.com

KIM D. JOESTING

1008 ST. JULIAN STREET

346-3788 (home) 264-4299 (cell)TERM ENDS MAY 31, 2014

cjoesting@hotmail.com

BARRY MCGINNIS

605 DEERFIELD DRIVE

824-3967 (cell)

477-5233 (office).....TERM ENDS MAY 31, 2014

barry.mcginis@comcast.net

DAVID MOEHRING

1911 QUAIL HOLLOW ROAD

267-1377 (cell)

346-4175 (office)TERM ENDS MAY 31, 2015

david.moehring@associatedbank.com

JOHN KENNEDY

740 E. SHORE DRIVE APT 3

477-4300 (work)

346-9703.....TERM ENDS MAY 31, 2015

fkenn2@g-mail.com

RESOLUTION No. 53-12/13

PEKIN, ILLINOIS, August 27, 2012 19

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointment of Becky Saban to the Human Rights Committee

to fill the unexpired term of Chris Coplan until the May, 2014, is hereby approved.

SIGNED BY _____

MAYOR.



City of Pekin

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Becky Saban

Your Address: 1511 Royal Ave.

Pekin
Your Telephone Number: (309) 472-1522

Your E-Mail Address: Becky@massagetherapy.com

Your Work Telephone Number: (309) 472-1522

You are interested in serving on which commission, board, or committee?

Human Rights Committee

Why are you interested in serving?

Moved to Pekin 15 years ago, plan on staying here, want to give back to the city, feel like I would be an asset to this committee.

What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application.

- Owner of a business with clear, stated diversity principles. (BodyWealth Massage).
- Currently serving on Board of Directors of Pekin Chamber of Commerce & its Ambassadors Committee.
- Lived & worked in many diverse areas (including Detroit, Chicago, & Dallas) & can bring in a different perspective to discussions.

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

HUMAN RIGHTS COMMITTEE

4TH WEDNESDAY OF EACH MONTH

MELINDA FIGGE
3909 WAGONSELLER RD
TREMONT, IL
352-2874 TERM ENDS MAY 2013

MICHELE MOUL
1131 EL CAMINO DRIVE
drmoul@omnilec.com
337-0404 TERM ENDS MAY 2014

BECKY SABAN
1511 ROYAL AVENUE
becky@massagetherapy.com
472-1522 TERM ENDS MAY 2014

GREGG RATLIFF
1507 NORTH 12TH STREET
241-8250 TERM ENDS MAY 2014
gratliff@herget.com

ROGER GOODSON
3309 W. CAPITOL DRIVE, PEORIA 61614
208-8386 TERM ENDS MAY 2014
roger.goodson@amwater.com

BILL FLEMING
466 WILDWOOD DRIVE
GROVELAND, IL 61535
346-2106 TERM ENDS MAY 2015

DANIELLE OWENS
2010 W. LIAM'S WAY
DUNLAP, ILLINOIS 61525
dnowens@pekinhigh.net
453-3304 (cell) 477-4306 (work)..... TERM ENDS MAY 2015

MARIE WYNIA
1268 FLORENCE AVENUE APT A
PEKIN, ILLINOIS 61554
mwynia@bop.gov
840-4753 (cell) 477-4645 (work)..... TERM ENDS MAY 2015

VACANCY IN TERM ENDS MAY 2013



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Velde Drive and Parkway Drive intersection improvements

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: To award the Low bid from R.A. Cullinan in the amount of \$175,164.89 for the construction of the Velde Drive and Parkway Dr Intersection Improvements

DESCRIPTION: This request is to award the Velde Drive and Parkway Drive Intersection Improvements project to the low bidder of RA Cullinan in the amount of \$175,164.89. There were three bidders for this project with RA Cullinan being the lowest bidder. The engineers estimate was \$175,000 so RA Cullinan bid was within acceptable range. The work will include the reconstruction and widening of Velde drive from a 34ft wide roadway to a 42ft wide roadway, along with adding a 12ft wide right turn lane off of Southbound Parkway.

I would recommend that R.A. Cullinan & Son, Inc be awarded the project.

FINANCIAL IMPACT: \$175,164.89 of Capitol Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The Project will be awarded and construction can start

IMPACT IF DENIED: The Project will not be awarded and the project will not be completed. This will cause additional deterioration of Velde and require additional road maintenance to keep the road in drivable condition.

ALTERNATIVES:

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

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

BID TABULATION
VELDE DRIVE AND PARKWAY DRIVE INTERSECTION
IMPROVEMENT PROJECT AND WIDENING TURN LANE

OPENING AUGUST 15, 2012 @ 2:15 P.M.

NAME	ADDRESS	BASE BID	BOND
R.A. CULLINAN & SON	P.O. BOX 166 TREMONT, IL 61568	\$175,164.89	YES
ILLINOIS CIVIL CONTRACTORS, INC.	420 PINECREST DRIVE E. PEORIA, IL 61611	\$218,726.00	YES
STARK EXCAVATING, INC.	1805 W. WASHINGTON BLOOMINGTON, IL 61701	\$186,755.30	YES

Engineering estimate \$175,000.00

Mike Guerra City Engineer



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Award the Annual Street Seal Coating Project

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: To award the proposal from R.A. Cullinan for the Annual Street Seal Coating Project in the amount of \$292,231.20

DESCRIPTION: This is to award the delivery and install proposal for the annual seal coating project to R.A. Cullinan. The proposed area will be the streets from 11th to Florence bounded by Sheridan and Willow but not include Sheridan and Willow. R.A. Cullinan was the only bidder which has been typical over the last few years for this type of work and their proposal came in below the estimate.

This years project same size as last year which is a reduction from previous years.

I recommend that this proposal be awarded.

FINANCIAL IMPACT: \$192,232.20 of MFT Funds and \$99,999 from HUD Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The annual street seal coating will be performed

IMPACT IF DENIED: The annual street seal coating will not be performed

ALTERNATIVES: Use General Funds for the annual seal coating project

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

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

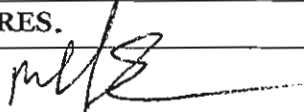
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
--	--

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

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

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

REQUIRED SIGNATURES.

Department Director: 

Date: 8/17/12
Finance Department (Certification of Availability of Funds):
Date:
Corporation Counsel:
Date:
City Manager: Joseph W. Hallinan
Date: 8/17/12



Route	Various
County	Tazewell
Local Agency	Pekin
Section	12-00000-01-GM

Address 121 W. Park St, Tremont, IL 61568

In accordance with your ☒ proposal ☐ quotation submitted on 8/15/2012, a copy of which is in our files, you have been awarded the contract for furnishing the following materials required in the ☒ construction ☐ maintenance of the above designated work:

[illegible]

Terms Work must be completed by Sept 30,2012

Shipping Instructions

Materials shall be inspected in accordance with current Departmental policies

Date Issued August, 27 , 2012

Approved

Municipal Clerk

Regional Engineer

Highway Commissioner

5 copies to Regional Engineer

Approved Original to Successful Bidder

County Engineer / County Superintendent of Highways



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Millennia Professional Services for the Construction Oversight and Inspection of Veterans Drive

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: To approve the engineering agreement with Millennia Professional Services for the construction oversight and inspection of Veterans Drive north from Broadway to Sheridan in amount not to exceed \$352,786.80

DESCRIPTION: This request is to enter into an agreement with Millennia Professional Service to provide the construction oversight and inspection of Veterans Drive North from Broadway Road to Sheridan. The construction of the next portion of Veterans Drive is federal funded which means that federal and state standards must be followed in terms of documentation and material testing. With size and scope of this project the city does not have enough staff to properly oversee this project and maintain the documentation required. Millennia will provide staff to ensure that the contractor is constructing the roadway per plans and specifications, providing the documentation of the project according to federal and state standards and all of the material testing required for this project.

The City of Pekin has previously contracted out the construction oversight and inspection on other large construction projects. For this project the City of Pekin went out with Request for Qualifications for engineering consultants and received responses from 4 engineering firms. After evaluating all four firms Millennia was determined to be the most qualified firm. After meeting with Millennia the fees were negotiated and based on the scope of the project the fees should not exceed \$352,786.80. Money was budgeted in the Capitol Budget for these type of service.

With construction set to start on September 17th, I recommend that this agreement be approved.

FINANCIAL IMPACT: \$352,786.80 from the Capitol Fund

NEIGHBORHOOD CONCERNS: none.

IMPACT IF APPROVED: The city can ensure that the requirements for the federally funded construction in terms of documentation and construction oversight are met.

IMPACT IF DENIED: The City of Pekin will not have enough personal to ensure that all the requirements are being met on the construction of the project and over extend the engineering department which will impact other city projects and departments .

ALTERNATIVES: none

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

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

Local Agency City of Pekin, Illinois	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Millennia Professional Services
County Tazewell				Address 850 N Main Street
Section 10-00169-00-RP (Pekin)				City Morton
Project No. HPP-1749(102)				State IL
Job No. C-94-004-11				Zip Code 61550
Contact Name/Phone/E-mail Address Michael Guerra, P.E. mmguerra@ci.pekin.il.us				Contact Name/Phone/E-mail Address Paul Moreno, PE pmoreno@mps-il.com

THIS AGREEMENT is made and entered into this 27th day of August, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA 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.

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

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Verterans Drive Route 6768 Length .793 Mi. Structure No. N/A

Termini Broadway Road to Sheridan Road

Description: New construction to provide a five lane PCC pavement, paved shoulders, guardrail, pipe underdrains and traffic signals.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☒ c. For soils, to obtain samples and perform testing as noted below.
 - ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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
Formulas

- ☐ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF = Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate

☒ (Pay per element)

Lump Sum

☐ _____

5. 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 LA, 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 LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA 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 LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA 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.

6. The recipient shall not discriminate on the basis 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 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (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.

9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Millennia Professional Services of Illinois, Ltd.	20-0886076	\$352,786.80
Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	\$352,786.80
	Total for all Work:	\$352,786.80

Executed by the LA:

City of Pekin, Illinois

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Millennia Professional Services of Illinois, Ltd.

ATTEST:

By: _____

By: _____

Title: Project Manager

Title: President

Exhibit A - Construction Engineering

Route:	FAU 6768 (Veterans Drive)
Local	City of Pekin, Illinois (Municipality/Township/County)
Section:	10-00169-00-RP (Pekin)
Project:	HPP-1749(102)
Job No.:	C-94-004-11

Overhead Rate (OH)	180.00	%
Complexity Factor (R)	0.00	
Calendar Days		

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1	☐	14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	☐	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	☒	2.8 Multiplier
Lump Sum	☐	

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
QA/QC	President	40.00	\$58.90	\$2,356.00	\$4,240.80				\$6,596.80
QA/QC - Survey	Project Manager	304.00	\$46.20	\$14,044.80	\$25,280.64				\$39,325.44
Resident/Inspect.	Technician IV	3090.00	\$30.45	\$94,090.50	\$169,362.90				\$263,453.40
M.T./Inspect.	Technician III	88.00	\$27.22	\$2,395.36	\$4,311.64				\$6,707.00
M.T./Inspect.	Technician II	88.00	\$23.85	\$2,098.80	\$3,777.84				\$5,876.64
M.T./Insp./Survey	Technician I	88.00	\$21.80	\$1,918.40	\$3,453.12				\$5,371.52
M.T./Inspect.	Engineer II	40.00	\$28.50	\$1,140.00	\$2,052.00				\$3,192.00
M.T./Inspect.	Engineer I	40.00	\$22.00	\$880.00	\$1,584.00				\$2,464.00
Vehicle Days	396						\$17,820.00		\$17,820.00
Cell Phone - Mo.	18						\$1,260.00		\$1,260.00
Computer	12						\$720.00		\$ 720.00
					</				

Name	Millennia Professional Services of Illinois, Ltd.
Address	850 N Main Street, Morton, Illinois, 61550
Telephone	309-321-8141
TIN Number	20-0886076

Local Agency	City of Pekin, Illinois
Section Number	10-00169-00-RP (Pekin)
Project Number	HPP-1749(102)
Job Number	C-94-004-11

Sub-Consultant Name	TIN Number	Actual Payment from Prime
N/A		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date _____

Page 8 of 8
Printed on 8/20/2012 8:19:42 AM



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Retainer Agreement with Hanson Professional Services for the Engineering Services at the Pekin Municipal Airport

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services for Engineering Services for the Pekin Municipal Airport

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Service to provide engineering services for the Pekin Municipal Airport for a retainer period of 5 years. With this agreement Hanson will provide engineering support for all future planning, preliminary, design, special services and construction phases for the projects listed on the Pekin Municipal Airport Long Term Plan. They will provide support to ensure that the Pekin Municipal Airport follows the requirements for the federal funding provided through the Airport Improvement Program along with provide any general engineering support requested by the city.

The fee will be determined based on the scope of work for each project and will be incorporated into the cost of that project. This agreement allows the Pekin Municipal Airport to use Hanson for the specified projects in the agreement and not have to seek qualifications for engineering services for each project. This makes a more efficient process.

The current retainer agreement is set to expire August 25, 2012 and was with the firm Crawford, Murphy, and Tilly. In order to comply with federal regulations, the airport commission published a request for qualifications in which two engineering firms replied and were evaluated. The Airport Commission felt that Hanson was the most qualified firm and requested the retainer be sought with them

I recommend that this agreement be approved.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: none.

IMPACT IF APPROVED: The Pekin Municipal Airport will use Hanson Professional Services for engineering support.

IMPACT IF DENIED: The Pekin Municipal Airport will have to seek qualifications for engineering services on every project it wishes to use its federal Airport Improvement Program funds.

ALTERNATIVES: none

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

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

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

REQUIRED SIGNATURES

Department Director:



Date: 8/17/12

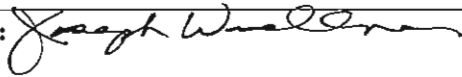
Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:



Date: 8/17/12

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Pekin, Illinois, this _____ day of _____, 2012, by and between the City of Pekin (hereinafter referred to as the "Owner"), as Party of the First Part, and Hanson Professional Services Inc. (hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of a public air navigation facility known as the Pekin Municipal Airport (hereafter referred to as "Airport"), located in Latitude 40°29'17", Longitude 89°40'33", in Tazewell County, State of Illinois; and

WHEREAS, the development program shall be described as:

The Owner has selected the Consultant for the purposes of providing professional consulting services associated with the following items. It is the intent of the Owner to enter into a Retainer Contract with the Consultant during the period of time that these projects are to be undertaken.

1. Rehabilitate West Apron – Phase II;
2. Construct Terminal Building Improvements;
3. Rehabilitate Airfield Electrical System;
4. Install Perimeter Fence;
5. Environmental Assessment for Parallel Taxiway to Runway 9-27;
6. Construct Parallel Taxiway to Runway 9-27;
7. Construct New T-Hangar Taxiway and Site Development;

8. Relocate Drainage Ditch associated with T-Hangar Site Development;
9. Extend T-Hangar Access Road associated with T-Hangar Site Development;
10. Construct New Taxiway, West Apron to Parallel Taxiway;
11. Install Automated UNICOM;
12. Environmental Assessment for New Crosswind Runway;
13. Land Acquisition for New Crosswind Runway;
14. Construct New Crosswind Runway (Grade/Drain, Pave, Light, and Mark);
15. Extend New T-Hangar Access Road and Construct Auto Parking;
16. Rehabilitate Entrance Road and Auto Parking;
17. Perform land acquisition services for acquisition of future Airport property.
18. General Administrative and Document Maintenance Assistance including:
 - a. Provision of Airport planning services, including Airport Layout Plan (ALP) and Master Plan updates, and/or revisions – as needed; and obstruction surveys for approach development.
 - b. Preparation of Airport project related National Environmental Protection Act (NEPA) documents including, but not limited to, documentation of the associated wetland delineations/investigation; preparation of environmental mitigation plans and permits; and the evaluation of noise, water, air, agricultural, and historic preservation impacts.
 - c. Development of Transportation Improvement Program (TIP) submittals and preliminary engineering of capital improvements.
 - d. Maintenance of Exhibit "A" Property Line Maps (property line surveys, updates, and revisions to the plan, conversion to Geographic Information System (GIS) format, as needed).
 - e. Preparation and submission of Storm Water Pollution Prevention (SWPP) and Spill Prevention, Control and Countermeasure (SPCC) Plans on behalf of the Airport.

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Department");

WHEREAS, The Consultant agrees to furnish executed "Certification of Consultant" and certain professional consulting services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. CONSULTING SERVICES

The Consultant agrees to furnish and perform the various professional services, upon request, for the preparation of the above-referenced development program as follows:

A. The Planning Phase:

1. Upon request by the Owner, the Consultant agrees to attend meetings and provide any professional advice, guidance, and assistance in planning for the Scope of Work covered by the Agreement.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the Scope of Work covered by this Agreement.
3. Furnish to the Department and the Owner the required number of sets of completed and approved documents referenced in Paragraph 2 above.
4. Render clarification of any of the items provided under Paragraph 2 above, when and if such clarification is deemed necessary.

B. The Preliminary Phase:

1. Work shall include preparation of elementary calculations and supplementary sketches required to achieve State and/or Federal budgeting.

C. The Design Phase

1. Upon completion of the programming and budgeting of all or any part of the Scope of Work covered by this Agreement, the parties hereto agree to negotiate and execute an Agreement for Consultant Services covering the specifically defined parts of the Scope of Work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary, Design, Special Services, and Construction Phases of the specific project; and Land Acquisition services, where applicable.

D. Special Services

1. For work efforts not applicable to a Design or Construction project, and upon completion of the programming and budgeting of all or any part of the Scope of Work covered by this Agreement, the parties hereto agree to negotiate and execute an Agreement for Consultant Services covering the specifically defined parts of the Scope of Work which are to be funded under a specific project. The Agreement(s) will cover the Special Services of the specific project.

II. CHARGES FOR CONSULTANT SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, based on an approved Agreement for Consultant Services.
- B. The Owner, by a written thirty (30) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the other party to fulfill his Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Consultant in performing this Agreement whether completed or in process.

If, after notice of termination for failure to fulfill Agreement obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.

- B. It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish consulting services on any part of the Scope of Work under the terms heretofore provided in this Agreement, after the request has been made in writing by the Owner in the form of a Notice to Proceed.
- C. Each party binds himself, his partners, successors, executors, administrators, and assigns to the other part of this Agreement and to the partners, successors, executors, administrators, and assigns for such other party at all covenants of this Agreement.
- D. This Agreement expires upon final approval and acceptance of the completed project(s) covered by the Scope of Work.
- E. The Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed.
- F. The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.
- G. The Consultant agrees that the Sponsor, the Department, the Federal Aviation Administration (hereafter referred to as "FAA"), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific grant program for the purposes of making audit, examination, excerpts, and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same.

B. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. The Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices.
3. In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. The Consultant shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- C. The Consultant agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin, Illinois,
this _____ day of _____, 2012.

ATTEST:
(SEAL)

CITY OF PEKIN

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

ATTEST:
(SEAL)

HANSON PROFESSIONAL SERVICES INC.

BY: _____

BY: _____

PRINTED NAME: John P. Coombe

PRINTED NAME: Jeffrey T. Ball

TITLE: Secretary/Executive Vice President

TITLE: Senior Vice President

91932-000
Illinois Human Rights Number

37-0844717
Federal Employer's Identification Number
(F.E.I.N.)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Farnsworth for Combined Sewer Outfall (CSO) Design

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: Approve engineering agreement with Farnsworth Group to provide design engineering services for the upgrades to the CSO system for an amount not to exceed \$919,000.

DESCRIPTION: Farnsworth has been providing engineering design and construction support to the City of Pekin on the Phases involved with the upgrades and expansion of the wastewater treatment plant and has assisted in creating the Long Term Control Plan (LTCP) for the CSO system. Per the LTCP, once the plant work has been completed, we have to upgrade the CSO system to reduce the number of events where we release untreated wastewater to the Illinois River. This is mandated in our current operating permit and per our LTCP we have until the year 2023 to complete all the upgrades. Per the plan, we will work in phases to increase the size of the lines that carry the flow to the plant in a manner that will be sufficient to reduce/eliminate outflows to the river. While the date of completion is 2023, the route that the line will take needs to be defined now so we can start working on acquiring the necessary easements and permissions from the railroad to do the installation.

The first part of the plan will be the routing layout, topography, and plats for needed easements. From there they will use modeling to determine the pipe sizes and junctions structures necessary to control the follows during rain events. Costs will be covered through the Sewer Fund and were calculated into the long range fee schedule.

I recommend that this agreement be approved so the initial design can be completed on the CSO work detailed in the LTCP can commence and the routing finalized.

FINANCIAL IMPACT: Included in the overall Sewer Fund projections.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Work can proceed on the LTCP and allow for easement and permissions are obtained.

IMPACT IF DENIED: Delaying this work could jeopardize meeting the required end date of the LTCP.

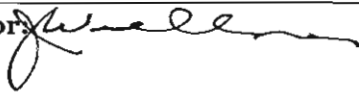
ALTERNATIVES: None

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

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

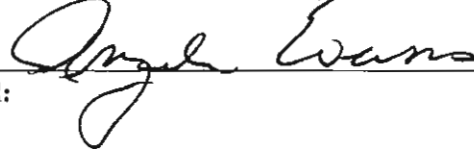
REQUIRED SIGNATURES

Department Director:



Date: 8/16/12

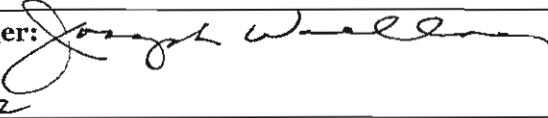
Finance Department (Certification of Availability of Funds):

Date: 8-16-12 

Corporation Counsel:

Date:

City Manager:



Date: 8/16/12



City of Pekin

Office of the City Manager

Council Members:

As we now have the wastewater treatment plant work fully under contract and progressing, it is now time to start on the Long Term Control Plan (LTCP) design. This will upgrade the lines that bring the combined sewer flow to the plant and reduce the number of outflows to the Illinois River to less than 4 per year as required by our operating permit. We were granted a period up to the year 2023 to complete this work. The funding breakdown and proposed rate increases were done in a manner that will allow this work to be done without further loans from IEPA using funding generated by the fee structure. To date, the proposed fee structure has been on track with a small drop projected now for the future increases.

Attached is the proposal from Farnsworth Group to do the engineering for the LTCP. The initial design work will involve doing a topographical survey of the area from the State Street Lift Station through the other outfalls to the plant. Because of the tight geographical nature of the riverfront and the required grade needed to get the flow to the plant, we are starting this portion now since it will require working with the railroad to get access to work in very close proximity and boring under the existing tracks. Also, there will be other locations where we will need easements and access from other owners. The agreement covers the entire project with design for the entire line to be completed within the next two years so the entire plan can be approved at one time by the IEPA.

The total budgeted cost estimated for the 4 phases are as follows:

1. Phase 3A – Fayette Street Overflow to the plant	\$ 3,286,400
2. Phase 3B – Court Street Overflow to Fayette Street Overflow	\$ 3,478,300
3. Phase 3C – State Street Lift Station to Court Street Overflow	\$ 2,605,000
4. Phase 4 – Upgrades to the North Wastewater Plant	<u>\$ 1,405,800</u>
Total	\$10,775,500

I have also attached the latest schedule and budget forecast. If you have any questions, please get in touch with me. This agreement will be on the agenda for the August 27th meeting for your approval.

Thanks, Joe

ltcp design proposal 081312.doc

*Joseph W. Wuellner P.E., City Manager ~ 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 Fax (309) 346-2095 email: jwuellner@ci.pekin.il.us*

AGREEMENT FOR ENGINEERING SERVICES
FOR THE
CITY OF PEKIN, IL LONG TERM CONTROL PLAN (LTCP)
PHASE 3 AND 4 IMPROVEMENTS

THIS AGREEMENT, made this _____ day of _____, 2012 by and between the CITY OF PEKIN hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC. (FGI), hereinafter referred to as the ENGINEER.

The OWNER intends to design and construct improvements as defined in the City of Pekin, Illinois Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Amendment dated June 2009.

The Phase 3 and 4 CSO Long Term Control Plan items included in the scope of this agreement are listed below. All items are ancillary to the Phase 1, Phase 2A and Phase 2B WWTP Improvements previously designed by separate Agreement.

1. Phase 3:
 - A. State St. First Flush Basin Conversion
 - B. State St. CSO Pump Station
 - C. Caroline St. Junction Structure and Piping
 - D. Court St. Junction Structure and Piping
 - E. Fayette St. Junction Structures and Piping
 - F. CSO Interceptor (60, 84 and 96 in.)
 - G. Retaining/Segmented Block Wall at City Park
2. Phase 4:
 - A. STP #2 Improvements
 - 1) Excess Flow Holding Lagoon rehabilitation
 - 2) Aerated Stormflow Holding Basin Conversion
 - 3) Aeration Blowers, Diffusers and Control System
 - 4) Site Piping and Civil Revisions
 - 5) STP #2 Diversion Structure Improvements

The ENGINEER agrees to perform the various professional engineering services required for the completion of the PROJECT, in accordance with Illinois Environmental Protection Agency (IEPA) requirements, in accordance with the Scope of Services specified in Section A of this AGREEMENT. The

ENGINEER agrees to prepare plans and specifications which are adequate and sufficient to accomplish the purposes of the PROJECT.

The ENGINEER and the OWNER agree that this AGREEMENT is subject to and shall be performed in accordance with Illinois Environmental Protection Agency required provisions.

In the event that the ENGINEER exercises their right to subcontract, such subcontractors will also be required to meet all applicable Federal Equal Employment Opportunity provisions. The ENGINEER shall cause or require to be inserted in full in any contract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - SCOPE OF ENGINEERING SERVICES

The ENGINEER agrees to perform the services specified in this Section A.

A.1. Design Phase Services

During the Design Phase, the ENGINEER shall undertake the following tasks:

a. Design and Contract Documents:

Design the improvements and prepare plans and specifications and bidding documents for the PROJECT.

b. Design Progress Meetings:

Conduct project design review, progress and coordination meetings at the offices of the OWNER.

c. Submit plans for review to OWNER at the 50% and 95% completion points. Incorporate OWNER review comments.

d. Submit Plans and Specifications and prepare all applicable permit application documents for IEPA approvals. Conduct meetings/visits to the governmental agencies as required. Prepare written response to permit review comments and make modifications to the Plans and/or Specifications as required to satisfy specific agency requirements.

e. Assist the OWNER in preparation of applicable permit documents (IDNR, Corps of Engineers, Illinois State Historic Preservation Agency).

- f. Perform Topographic and R.O.W. Property Surveys and prepare applicable Easement Plats.
- g. Prepare a probable PROJECT construction cost estimate based upon recommended improvements.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S estimate of probable PROJECT cost will be made upon the basis of the ENGINEER'S experience and judgment as a design professional familiar with the construction industry. The ENGINEER does not guarantee that actual PROJECT bid prices will not vary from the probable cost estimate prepared before bidding. If the OWNER wants greater assurance as to the construction cost, OWNER shall employ an independent cost estimator.

A.2 Time of Performance

- a. The provision of the services outlined in this Section A and the various terms for compensation have been agreed to in anticipation of the orderly and continuous progress of the PROJECT.
- b. Design Phase services will be provided by the ENGINEER according to the PROJECT implementation plan and schedule as defined in the March 31, 2010 Amendment Letter to the City of Pekin Wastewater Facilities Combined Sewer Overflow Long Term Control Plan Amendment.

SECTION B - OWNER'S RESPONSIBILITIES

The OWNER agrees to:

- B.1. Provide full information as to the OWNER'S requirements and scope for the PROJECT.
- B.2. Assist the ENGINEER by placing at his disposal available information pertinent to the project including previous reports, record and equipment data and any other data relative to the PROJECT.
- B.3. Guarantee access to and make all provisions for the ENGINEER to enter upon the property and proposed project facilities as required for the Engineer to perform his services.
- B.4. Examine all documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the OWNER deems appropriate for such examination and render in writing decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- B.5. Provide such legal, accounting, financing, auditing, independent cost estimating and/or insurance counseling services as may be required for the PROJECT.
- B.6. Designate in writing a person to act as the OWNER'S representative with respect to the ENGINEER'S services on the PROJECT. Such person shall have complete authority to transmit instructions, receive

information, and interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER'S circumstances.

- B.7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any conflict in the PROJECT or changed condition or circumstances which may require a change in the Scope of Services.
- B.8. Furnish or direct the ENGINEER to provide necessary additional services as required by changed conditions. Such services will be compensated as provided in Paragraph C.3.
- B.9. Handle receipt and disbursements of all funds and maintain financial records and controls as required by IEPA.
- B.10. Furnish approvals and permits from all governmental authorities other than the Illinois Environmental Protection Agency having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- B.11. Retain and pay auditor for required audits.
- B.12. Publish all notices and advertisements.
- B.13. Comply with assurances and conditions in loan agreement.
- B.14. Bear all costs incidental to compliance with the requirements of this SECTION B.
- B.15. Comply with all applicable American with Disabilities Act (ADA) requirements.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

The OWNER agrees to compensate the ENGINEER for Services according to the following terms:

- C.1. a. For Section A.1 Design Topographic Services, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$30,000.00.
- b. For Section A.1 Right of Way (R.O.W.) Survey and Preparation of Easement Plats, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$31,000.00.
- c. For Section A.1 Illinois State Historic Preservation Agency, Illinois Department of Natural Resources Wetlands and a Phase 1 Archeological Study and Consultation services, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$14,000.00.

- d. For Section A.1 Design Railroad Crossing Utility Permits, Illinois Department of Transportation Utility Crossing Permit, Illinois Department of Natural Resources and Corps of Engineers Construction Permits, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$46,000.00.
 - e. For Section A.1 Design Plans and Specifications, a Lump Sum fee of \$645,000.00.
 - f. For Section A.1 Design Plans and Specifications for Monitoring, Control and Telemetry Panels, interfaced to the WWTP #1 SCADA monitoring, operations control, and reporting system, a Lump Sum fee of \$118,000.00.
 - g. For Section A.1 Meetings, Presentations with the OWNER, Property Owners or Agencies, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$20,000.00.
 - h. For Section A.1 IEPA Construction Permit Application, a fee based on time and expenses according to the attached fee schedule, subject to adjustment at the beginning of each year. The estimated maximum fee payable to the ENGINEER is \$15,000.00.
- C.2. If the OWNER directs the ENGINEER to provide additional services under the terms of Section B, OWNER'S RESPONSIBILITIES, the ENGINEER shall perform the service according to the terms of subsequent amendment(s) to this AGREEMENT.
- C.3. Upon completion of the Section A Scope of Services or upon prior termination of this Agreement, as a condition precedent to final payment to the ENGINEER by the OWNER, the ENGINEER shall deliver to the OWNER a release of all claims against the OWNER arising under or by virtue of this Agreement, other than any claims in stated amounts as may be specifically exempted by the ENGINEER from the operation of the release.

SECTION D - CHANGES AND TERMINATION

- D.1. The OWNER may, at any time by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost of or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly on a basis to be mutually agreed upon. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the ENGINEER of the notification of change unless the OWNER grants a further period of time before the date of final payment.
- D.2. No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the OWNER.

- D.3. Changes in the scope of the PROJECT and/or substantial delays in the progress of the PROJECT by the OWNER'S actions requiring additional engineering services shall be considered changes in scope for which the ENGINEER may claim additional compensation. Such additional compensation shall be negotiated on the basis of the time and expense required for performance based upon the current fee schedule in effect at the time services are provided. Changes in scope may include, but not be limited to, the following actions:
- a. Additions or deletions of the facilities to be designed in Section A.1.
 - b. Changed conditions to the PROJECT not anticipated by the OWNER or ENGINEER.
- D.4. This Agreement may be terminated at any time by the OWNER or the ENGINEER upon written notice to the other party. Upon termination, the OWNER shall compensate the ENGINEER for all services rendered prior to notification of termination including costs of labor, materials, subconsultant's fees and other expenses which may have been incurred by the ENGINEER prior to termination. Compensation shall be based upon the ENGINEER'S then current hourly fee schedule.

SECTION E - GENERAL CONDITIONS

The General Conditions, as attached hereto, shall apply to this AGREEMENT.

SECTION F - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this Agreement. Except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

SECTION G - ACCESS TO RECORDS

- G.1. The Owner, IEPA or any duly authorized representative shall have access to records.
- (a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement maintained consistent with Generally Accepted Accounting Principles. The OWNER, IEPA, or any of its authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.
 - (b) The ENGINEER agrees to include Paragraphs (a) through (e) of the clause in all his Agreements in excess of \$25,000 and all lower tier subagreements in excess of \$25,000 and to make Paragraphs (a)

through (e) of this clause applicable to all change orders directly related to project performance.

- (c) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- (d) The ENGINEER agrees to disclose all information and reports resulting from access to records under Paragraphs (a) and (b) of this clause to any of the agencies referred to in Paragraph (a). The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- (e) Records under Paragraphs (a) and (b) above, shall be maintained and made available during performance of work under this Agreement and until three years from the date of final closing for the project. In addition, those records which relate to any controversy arising under litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

SECTION H - COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION I – DEBARMENT CERTIFICATION

The Engineer certifies that to the best of his knowledge and belief that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION J – MISCELLANEOUS PROVISIONS

1. DBE

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. This contract shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

CITY OF PEKIN

By: _____

Laurie Barra

Title: Mayor

Attest: _____

Title: Clerk

(SEAL)

ENGINEER:

FARNSWORTH GROUP, INC.

By: _____

Patrik J. Sheridan, P.E.

Title: Engineering Manager

Attest: _____

Steve Myers, P.E., LEED AP

Title: Principal

(SEAL)

Date: July 20, 2012
Client: City of Pekin, IL

Project: Long Term Control Plant (LTCP)
Phase 3 and 4 Improvements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Suspension: CLIENT or FARNSWORTH may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH make normal progress of the work impossible. FARNSWORTH may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

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

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

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

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

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

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

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH nor CLIENT shall have any obligation to indemnify each other from third party claims. Professional Services Agreement - General Conditions

CLIENT and FARNSWORTH agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

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

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

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

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof.

Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

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

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

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

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

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

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

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous

body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

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

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

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

Job Site: CLIENT agrees that services performed by FARNSWORTH and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's

performance. FARNSWORTH and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

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

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

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

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

Farnsworth Group, Inc.
Schedule of Charges - January 1, 2012

Engineering/Surveying Professional Staff	Per Hour
Engineering Intern I	\$ 94.00
Engineering Intern II	\$ 102.00
Engineer / Land Surveyor	\$ 109.00
Senior Engineer / Senior Land Surveyor	\$ 115.00
Project Engineer / Project Land Surveyor	\$ 128.00
Senior Project Engineer / Senior Project Land Surveyor	\$ 142.00
Engineering Manager / Land Surveying Manager	\$ 157.00
Senior Engineering Manager	\$ 168.00
Principal / Vice President	\$ 179.00

Engineering/Surveying Technical Staff	
Administrative Support	\$ 61.00
Technician I	\$ 61.00
Technician II	\$ 80.00
Senior Technician	\$ 89.00
Chief Technician	\$ 102.00
Designer/Computer Specialist	\$ 111.00
Senior Designer	\$ 115.00
Project Designer	\$ 123.00
Senior Project Planner/Senior Systems Integration Specialist	\$ 126.00
Senior Project Designer/Systems Integration Manager	\$ 139.00

Architecture Staff	
Architectural Intern I/Landscape Architect Intern I/Interior Designer I	\$ 82.00
Interior Designer II	\$ 88.00
Architectural Intern II / Interior Designer III / Landscape Architect Intern II	\$ 92.00
Architect / Landscape Architect / Architectural Designer	\$ 104.00
Senior Architect / Senior Architectural Designer	\$ 110.00
Project Architect	\$ 121.00
Senior Project Architect / Senior Project Landscape Architect	\$ 133.00
Architectural Manager / Landscape Architectural Manager	\$ 141.00
Senior Architectural Manager	\$ 148.00
Principal, Architecture	\$ 166.00

Miscellaneous/Expenses	
Expert Testimony	2 x billing rate
Field Vehicle	\$11.00/hr
ATV & Trailer	\$11.00/hr
Automobile	\$.58/mi
CADD Computer	\$15.00/hr
Hand Held GPS	\$11.00/hr
1 Unit GPS (Maximum \$440/day)	\$22.00/hr
2 Unit GPS (Maximum \$440/day) / GPS Robotic	\$44.00/hr
3 Unit GPS (Maximum \$660/day)	\$66.00/hr
Robotic Total Station	\$22.00/hr
Subcontractors & Other Reimbursable Expenses Related to Project*	Cost + 10%
(*Includes the actual cost of subcontractors, blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.)	

CHARGES EFFECTIVE UNTIL JANUARY 1, 2013 UNLESS NOTIFIED

City of Pekin Phase 3/4 LTCP CSO Improvements Design													
	Topographic Survey Alignment and Plant #2	Preliminary Design (85%) State St, Pump Sta., CSO Junction Structures & Pipelines	R.O.W. Survey 2, Property Plate Alignment	Environmental Sign offs, Historical, Archaeological, Wetlands	Railroad Crossing, IDOT, IDNR Permitting Allowance	CSO Junction Structures and Retaining Wall Design and Contract Documents	State St, Pump Station Final Design and Contract Documents	CSO Force Main & CSO Interceptor Final Design and Contract Documents	STP #2 Improvements Design and Contract Documents	Controls and Telemetry Design and Contract Documents	EPA Permit Application Allowance	Owner review Meetings, Property Owner, Agency, Utility & other Administration Allowance	Project Budget Summary
	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	TOTAL AMOUNT
Principal	\$179.00	\$0.00	20	\$3,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20	\$3,580.00
Senior Engineering Manager	\$168.00	\$0.00	60	\$13,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	60	\$13,440.00
Professional Manager	\$157.00	\$0.00	320	\$50,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	320	\$50,240.00
Senior Project Professional	\$142.00	\$0.00	8	\$1,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8	\$1,136.00
Senior Engineer	\$137.00	\$0.00	480	\$65,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	480	\$65,760.00
Senior Engineer Professional	\$125.00	\$0.00	80	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80	\$10,000.00
Professional Intern I	\$109.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Professional Intern II	\$102.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Professional Intern I	\$94.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Systems Integration Specialist	\$128.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Senior Project Designer/Int. Mgr	\$129.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Project Designer	\$123.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Senior Designer	\$115.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Designer	\$111.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Computer Specialist	\$90.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Chief Technician	\$88.00	\$0.00	120	\$10,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	120	\$10,560.00
Senior Technician	\$80.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Technician II	\$60.00	\$0.00	16	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	16	\$960.00
Technician I	\$40.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Administrative Support	\$61.00	\$122.00	2	\$122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$122.00
Engineers			80	\$8,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80	\$8,800.00
Field Civil & Equipment	\$11.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Personal Car (Miles)	\$0.58	\$116.00	200	\$23,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	200	\$23,200.00
Mailing/UPS/Copies	L.S.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Prints	L.S.	\$250.00		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00		\$250.00
Geotechnical/Geology	L.S.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Ph 1 Archaeological Study	L.S.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Radio Path Technology Analysis	L.S.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
CAISO Computer (per hour)	\$15.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
CAISO Equipment (per day)	\$200.00	\$0.00	1	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$200.00
Robotic Total Station (per hour)	\$22.00	\$0.00	24	\$528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	24	\$528.00
Machineless equipment/truck	L.S.	\$500.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTALS		\$30,000.00		\$184,000.00	\$46,000.00	\$107,000.00	\$123,000.00	\$75,000.00	\$143,000.00	\$118,000.00	\$15,000.00	\$20,000.00	\$919,000.00

Phase 2
State St, First Flush Basin Conversion
Base St, CSO Pump Station
CSO Junction Structures and Piping
Count St, Junction Structures and Piping
Fayette St, Junction Structures and Piping
CSO Interceptor (60, 84 and 96 in.)
Surface reconstruction within walls

Phase 4
STP #2 Diversion Structure Improvements
Excess flow holdover upon rehabilitation
Rehabilitation of CSO Pump Station
Aeration Blowers, Diffusers and Control System
Site Piping and Civil Revisions

Current Year Fund Revenue	Estimated 2017-2029
1,000 Residential permits, 100 Commercial, 1000	\$1,000,000
Permit and City of North Wales	\$1,000,000
Run Rate at \$1 per \$100,000 Typical residential source area	\$1,000,000
6000 permits = \$14.4	\$14.4
1700 Grand total 2010 Total Project with 5% matching = \$14.4, 27	\$14.4
Matching funds (\$84.7) = \$14.4, 100 = \$14.4	\$14.4
Municipal bond requirements include 4 in state	\$14.4
For loan for Payment before, after construction completion	\$14.4
Design planning, permitting contract funded by City prior to start	\$14.4
Design, design, in state included in loan	\$14.4
20% cost forgiveness up to \$1.3M at 15% to 15% with 25% more cost	\$14.4



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph Wuellner

AGENDA ITEM: Amend Agreement with Hanson Professional Services Inc. for Support Services and Assistance for Land Acquisition and Relocation for Veterans Drive

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: Approve the amendment to the agreement with Hanson in the amount of \$15,000 for support services as requested to assist with land acquisition and relocation for the Veterans Drive Project.

DESCRIPTION: We have been working diligently through the land acquisition process for the 28 properties that we need to obtain right of way on for the Veterans Drive project. To date we have finally started to get some of the smaller parcels signed and property acquired. However we are finding that the larger parcels require more and contact to complete the process. This amendment covers 4 additional parcels turned over to Hanson for assistance due to the time and involvement needed to work through the acquisition.

Therefore I recommend that this agreement be approved for an amount not to exceed \$15,000.

FINANCIAL IMPACT: Cost is reimbursable from the Veterans Drive funding

NEIGHBORHOOD CONCERNS: None

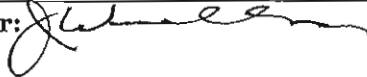
IMPACT IF APPROVED: Will provide us with people trained in the IDOT land acquisition processes to help speed up the acquisitions

IMPACT IF DENIED: Will leave us without IDOT trained people and extend the process

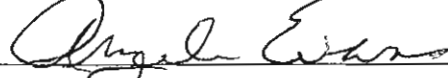
ALTERNATIVES: None

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

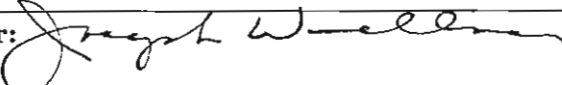
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES**Department Director:** 

Date: 8/16/12

Finance Department (Certification of Availability of Funds):Date: 8-16-12 **Corporation Counsel:**

Date:

City Manager: 

Date: 8/16/12

Amendment to Agreement C11L0122

Whereas, the City of Pekin, Illinois, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson," have previously entered into a Professional Services Agreement dated August 8, 2011 in connection with Land Acquisition Services for the Veterans Drive Extension Project.

Subsequently referred to as "Project," and

Whereas, the Client has ordered certain additions and changes to the services being provided by Hanson for the Project.

Now, therefore, this Amendment to the Agreement (Amendment No. 1) is made this _____ day of _____, 2012 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

Provide negotiations services for five additional parcels, eleven (11) parcels total and relocation services for no more than one (1) parcel for Section 1 of the Veterans Drive Extension.

The Schedule for the Services is modified as follows:

No modification.

The Cost of Services is modified as follows:

Cost of Services in Agreement	<u>\$35,000</u>
Total of Previous Amendments	<u>\$0</u>
Increase this Amendment	<u>\$15,000</u>
Cost of Services with all Amendments	<u>\$50,000</u>

Client and Hanson hereby agree to and accept the terms as stated herein.

Hanson Professional Services Inc.,

City of Pekin, Illinois

By: Lucinda A. Loos

By: _____

Title: Regional Vice President

Title: _____

Date: 08/15/2012

Date: _____



REQUEST FOR COUNCIL ACTION

To: Mayor /Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-Zoning of property from P-1 (Vehicular Parking) district and OS-1 (office service) district to B-3 (General Business) district.

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: Recommendation to approve re-zoning of property at 514 N. 5th Street and 508 State Street

BACKGROUND: The property is located adjacent to Business districts on 3 sides (west/ south/ north) and a Vehicular parking district on 1 side(east) along with a residential district to the south east. The building and 2 lots were purchased for the purpose of converting the old motel into a conference area and overflow storage area for the existing business located across the street to the north. This would alleviate the problems associated with the old lighter motel that was converted into efficiency apartments in which has been a concern for several years for the Inspection, Police and Fire Departments.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: The problem property will become a viable business location instead of an attractive nuisance for the neighborhood children and squatters.

IMPACT IF APPROVED: Probable sales tax and property tax increase.

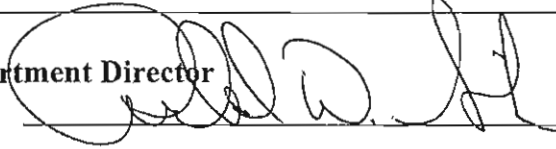
IMPACT IF DENIED: Enforcement will continue.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director



8/16/2012

Date

Finance Department

(Certification of Availability of Funds)

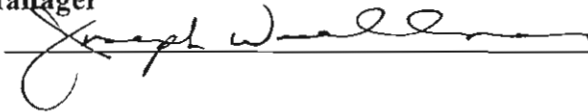
Date

Corporation Counsel

(Certification of Review)

Date

City Manager



8/16/12

Date

July 16, 2012

Request for zoning change:

514 N. 5th Street
04-04-35-315-001
Original Town
Lots 1 & 2
Block 85
Current zoning OS-1
Proposed zoning B-3

508 State Street
04-04-35-315-002
Original Town
Lot 3
Block 85
Current Zoning P-1
Proposed Zoning B-3

SITE PLAN CHECKLIST
For Rezoning

Developer Name Randy Price
 Developer Address 400 Margaret Street(Enviro-Safe)
 Developer Phone # (309)346-1110
 Contact Person Randy Price
 Subdivision Name Original Town/ Block 85/ Lots 1 thru 4

[Handwritten signature]
 7/30/2012

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Other as Needed
1.	Subdivision Name and Lot Number		OK	OK	
2.	Legal Description		OK	OK	
3.	1"=100' Minimum Acceptable Scale			See plat	
4.	Date and North Arrow		N/A	N/A	
5.	Public Access		OK	OK	
6.	Lot Layouts, Dimensions, and Setbacks			See plat	
7.	Easements		N/A	N/A	
8.	Setback Compliance for Requested Zoning		See Note	Note # 1	
9.	Previous Zoning		OS-1 & P-1	OS-1 & P-1	
10.	Enterprise Zone Area		yes	YES	
11.	TIF Area		no	NO	
12.	HUD Entitlement Area		no	NO	
13.	Street Address (for single lot changes)		OK	514 N. 5 th Street	
14.	Property abuts residential district or is across the street from residential district.		yes	YES Note #2	
Public Works Comments:					
City Engineer Comments:					

Code Enforcement Comments: #1). The existing building does not comply with existing zoning nor will it comply with requested zoning since the code change in early 2000. The requested zoning will be in line with the entire N. 8th street corridor and remove any future multi-family uses.

#2). The rear property was used for parking and will need to be screened from the residential use. The zoning request will be in line with the property to the north and the P-1 that will remain will be the required layering adjacent to the residential.

Other Comments:



ORDINANCE NO. 1568-A192-12/13

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

**PIN #04-04-35-315-001
514 N. 5TH STREET**

WHEREAS, the City of Pekin is requesting rezoning of the parcels herein described, in this ordinance; and

WHEREAS, RANDALL P. PRICE AND JULIE C. PRICE are the owners of the parcels herein described; and

WHEREAS, the Petitioner has requested that the properties hereinafter described be rezoned from their current zoning of OS-1 (Office Service) district to B-3 (General Business) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on July 18, 2012 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on August 8, 2012, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said properties.

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

1. That the following described property is hereby zoned as B-3 (General Business) District:

LOTS 1 & 2 IN ORIGINAL TOWN, BLOCK 85, CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of
Pekin, this 27th day of August, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1568-A193-12/13

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY
PIN 04-04-35-315-002
508 STATE STREET**

WHEREAS, the City of Pekin is requesting rezoning of the parcels herein described, in this ordinance; and

WHEREAS, RANDALL P. PRICE AND JULIE C. PRICE are the owners of the parcels herein described; and

WHEREAS, the Petitioner has requested that the properties hereinafter described be rezoned from their current zoning of P-1 (Vehicular Parking) district to B-3 (General Business) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on July 18, 2012 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on August 8, 2012, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said properties.

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

1. That the following described properties are hereby zoned as B-3 (General Business) District:

LOT 3, IN ORIGINAL TOWN, BLOCK 85, CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 27th day of August, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

Lot 8
OS-1

RM-3

R-4

2001
03

R-4



5F
R-4

R-4

B-3

B-3

R-4



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: No Parking, South Fifth Street

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: Prohibit parking on the west side of South Fifth Street between Derby Street and Koch Street at all times but create a 15 minute loading zone on the west side of the street between Derby and the alley immediately south of Derby Street.

This action is at the request of the Traffic Safety Committee.

BACKGROUND: The Traffic Safety Committee has received complaints of congestion in this section of South Fifth street to the point where two-way traffic can sometimes not pass due to parked vehicles. A letter was sent to all residents and business in that section. The vast majority were in favor of parking restrictions. There was no clear preference for which side should be restricted. Most all that responded wanted parking restricted on the opposite side of their home or business. such a turn.

FINANCIAL IMPACT: The installation a sign could cost up to \$800

NEIGHBORHOOD CONCERNS: Most all residents of this area are frustrated by the congestion caused by parking on both sides of this narrow street.

IMPACT IF APPROVED: This action, if approved, would improve the safe flow of traffic on South Fifth Street, but would limit on-street parking availability.

IMPACT IF DENIED: No change

ALTERNATIVES: Parking could be restricted on the opposite side of the street.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

- ☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.

- ☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.
- ☐ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

- ☐ **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.
- ☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

City Manager

_____ Date

ORDINANCE NO. 1462-A315 – 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
SOUTH 5TH STREET**

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

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

WHEREAS, the Traffic Safety Committee addressed complaints about congestion caused by parked vehicles on South 5th Street at Derby and sought input from residents of the 1300-1500 blocks at the meeting of August 3, 2012; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider prohibiting parking on the west side of South 5th Street and to create a 15 minutes loading zone for adjacent business; and

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

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated May 29, 2012 in its entirety, and inserting the No Parking Schedule dated August 20, 2012 attached hereto and incorporated herein by this reference.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012.

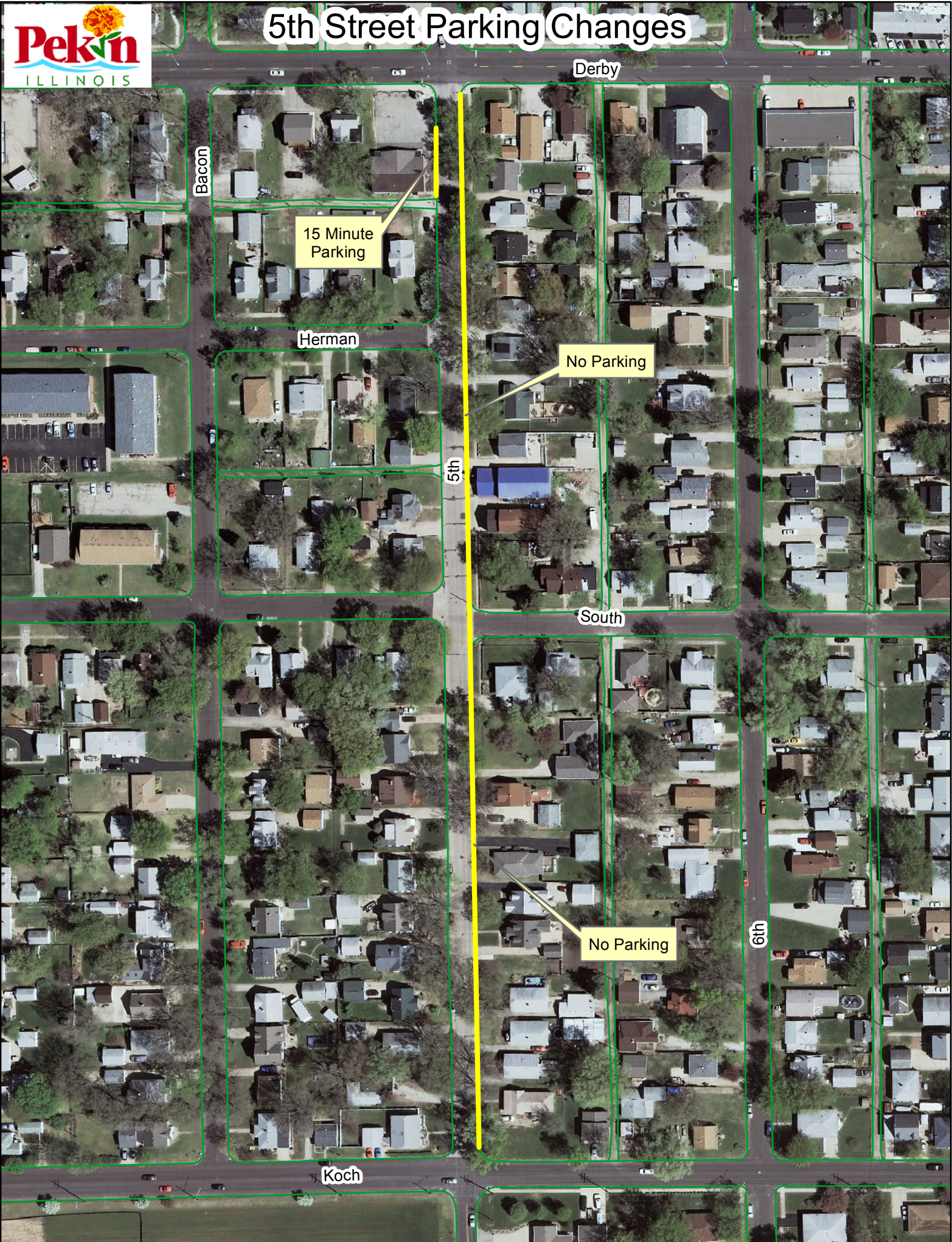
Mayor

ATTEST:

City Clerk



5th Street Parking Changes



Derby

Bacon

15 Minute
Parking

Herman

5th

No Parking

South

No Parking

6th

Koch

B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

1. In front of a public or private driveway;
2. Within fifteen feet (15') of a fire hydrant;
3. Within twenty feet (20') of a crosswalk at any intersection;
4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
6. At any place where official signs prohibit standing or parking.

C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

1. Within fifty feet (50') of the nearest rail of a railroad crossing;
2. At any place where official signs prohibit parking.
3. This section shall not apply to vehicles properly parked in marked diagonal stalls.

(Ord. No. 1462-A316-12/13 08/27/12)

D. **RESTRICTED PARKING:** No person shall park a vehicle on:
Control On Street At or From To Direction Side

SEE PARKING SCHEDULE

(Ord. No. 1462-A313-12/13 05-29-12 last update)

E. **RESTRICTED PARKING WITH PERMIT**

- (i) Parking will be allowed on Center Street between 13th Street and Garden Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that Center Street address.
- (ii) Parking will be allowed on South 13th Street between Park Avenue and Martha Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower

before

B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

1. In front of a public or private driveway;
2. Within fifteen feet (15') of a fire hydrant;
3. Within twenty feet (20') of a crosswalk at any intersection;
4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
6. At any place where official signs prohibit standing or parking.

C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

1. Within fifty feet (50') of the nearest rail of a railroad crossing;
2. At any place where official signs prohibit parking.

D. RESTRICTED PARKING: No person shall park a vehicle on:

Control	On Street	At or From	To	Direction	Side
---------	-----------	------------	----	-----------	------

SEE PARKING SCHEDULE

(Ord. No. 1462-A313-12/13 05-29-12 last update)

E. RESTRICTED PARKING WITH PERMIT

- (i) Parking will be allowed on Center Street between 13th Street and Garden Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that Center Street address.
- (ii) Parking will be allowed on South 13th Street between Park Avenue and Martha Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D.

South Fifth Street Parking Restriction Survey Results

Address	Both	East	West	Comments
1306			XXX	
1310			XXX	Zion should have their own parking lot.
1316	XXX			Also concerned with S. Fifth from Derby to Washington
1321		XXX		Parking only an issue when church has services
1322			XXX	Pastor of church – hardship to church to restrict all parking
1324		XXX		
1501	XXX			Can't see to pull out of driveway when church is in session
1506			XXX	
1510	XXX			Feels Zion Church and other churches should be exempt
1512		XXX		
1514			XXX	
1516		XXX		Would like to see sidewalks and more street lighting
1517				Feels Deerfield Estates causes all the extra traffic. Favors NO parking restriction. Concern with S. Fifth from Derby to Washington Street.
1519				Favors status quo, would support one side but didn't indicate which one
1522			XXX	
1531	XXX			

33 letters mailed on July 16, 2012 to all addresses in the 1300-1500 blocks of S. Fifth St.

2 letters returned "vacant".

The **even** numbered homes are on the **east** side.

The **odd** numbered homes are on the **west** side.

33 letters mailed
July 16, 2012



Traffic Safety Committee

July 16, 2012

Brandon Faichney
Or Current Resident
1304 S. 5th St.
Pekin, IL 61554

SAMPLE

Because of complaints of increased traffic congestion in your neighborhood, the City of Pekin Traffic Safety Committee recently discussed options to help alleviate this congestion. We are requesting your input regarding the possible parking changes below. Please fill out the following questionnaire and return in the self-addressed envelope by August 1, 2012. The committee will review the responses received at the regular Traffic Safety meeting on August 3, 2012 at 8:30 a.m. at City Hall.

_____/we support restricting all parking in the 1300-1500 blocks of S. 5th St.

_____/we support enacting No Parking on one side of the 1300-1500 blocks of S. 5th St.

____East Side

____West Side

Comments: _____

Thank you for your time in this matter.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: Diagonal Parking, 300 Block State Street (between N. Capitol and N. 4th)

AGENDA DATE REQUESTED: August 27, 2012

ACTION REQUESTED: Allow diagonal parking on the north side of the 300 block of State Street adjacent to Grace United Methodist Church (between Capitol and 4th)

This action is at the request of the Traffic Safety Committee.

BACKGROUND: The Traffic Safety Committee received a request from Grace United Methodist Church to allow diagonal parking on the north side of State Street, adjacent to their facility. Grace would bear the cost of the construction and all work done would meet applicable city codes. The addition of diagonal parking would allow for more vehicles to park in that block instead of in neighboring blocks.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: This change would allow more parking in the area.

IMPACT IF APPROVED: Diagonal parking would increase available parking, but there is a small increased risk of backing accidents against vehicles parked on the south side of the street.

IMPACT IF DENIED: No change

ALTERNATIVES: None known

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.

☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.

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

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

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

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A316 – 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. C AND 2. C
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING PARKING STANDING AND PARKING
300 BLOCK STATE STREET**

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

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

WHEREAS, the Traffic Safety Committee received a request from Grace United Methodist Church to allow diagonal parking on the north side of State Street adjacent to their facility at the meeting of August 3, 2012 ; and

WHEREAS, the Traffic Safety Committee considered that the addition of diagonal parking would allow for more vehicles to park in the 300 block instead of in neighboring block; and

WHEREAS, the Traffic Safety Committee recommends to Council to allow diagonal parking for vehicles properly parked in marked diagonal stalls; and

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

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

1. That Title 8, Chapter 4, Section 1.C. be amended by the addition of subsection 3. as follows:

3. This section shall not apply to vehicles properly parked in marked diagonal stalls.
2. That Title 8, Chapter 4, Section 2. C. be amended by the addition of subsection 2. as follows:

2. This section shall not apply to vehicles properly parked in marked diagonal stalls.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

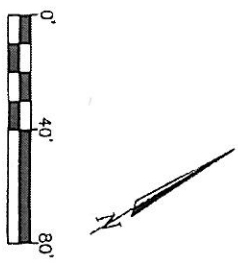
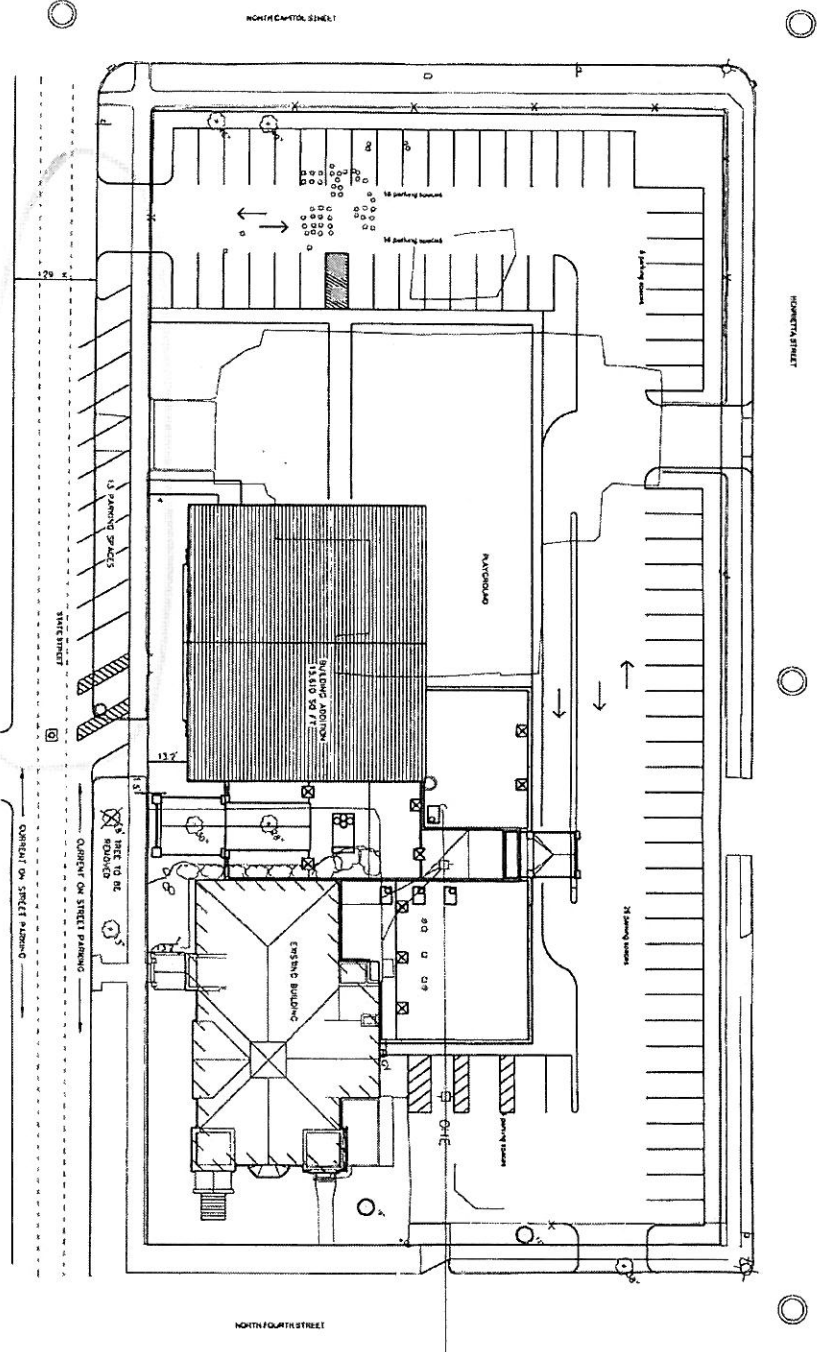
ABSTAINING:

APPROVED this _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk



S:\ENGINEERING\PROJECTS\BLDD ARCHITECTS\20120043 - GRACE UNITED METHODIST CHURCH SITE WORK\400 CAD\402_REFERENCE-BASE FILES\CP-SITE.DWG

Drawn:	ECS
Checked:	DLH
Approved:	DLH
Project:	20120043
Sheet:	1

GRACE UNITED METHODIST CHURCH
601 N FOURTH STREET
PEKIN, IL

OVERALL SITE PLAN

MW
Midwest Engineering
Asusdink, Inc.
100 N. Main Street, Suite 201
East Peoria, Illinois 61611
www.midwesteng.com
IL Design Firm Reg. No. 154-00036

CHAPTER 4

STOPPING, STANDING AND PARKING

SECTION:

- 8-4-1: No-Parking Places
- 8-4-2: Manner of Parking
- 8-4-3: Authority to Regulate Parking and Traffic
- 8-4-4: Selling Vehicles on Streets; Peddling from Vehicles
- 8-4-5: Unattended Vehicles
- 8-4-6: Prima Facie Proof
- 8-4-7: Penalties

8-4-1: **NO-PARKING PLACES:** Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

A. Stop, stand or park a vehicle:

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
2. On a sidewalk;
3. Within an intersection;
4. On a crosswalk;
5. Between a safety zone and the adjacent curb or within thirty feet (30') of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
7. Upon any bridge or other elevated structure or within a highway tunnel, underpass or subway;
8. On any railroad tracks;
9. On any controlled-access highway;
10. In the area between roadways of a divided highway, including crossovers.

B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

1. In front of a public or private driveway;
2. Within fifteen feet (15') of a fire hydrant;
3. Within twenty feet (20') of a crosswalk at any intersection;
4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
6. At any place where official signs prohibit standing or parking.

C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

1. Within fifty feet (50') of the nearest rail of a railroad crossing;
2. At any place where official signs prohibit parking.

3. This section shall not apply to vehicles properly parked in marked diagonal stalls.
(Ord. No. 1462-A316-12/13 08/27/12)

D. RESTRICTED PARKING: No person shall park a vehicle on:

Control	On Street	At or From	To	Direction	Side
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SEE PARKING SCHEDULE

(Ord. No. 1462-A315-12/13 08-27-12 last update)

E. RESTRICTED PARKING WITH PERMIT

- (i) Parking will be allowed on Center Street between 13th Street and Garden Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that Center Street address.
- (ii) Parking will be allowed on South 13th Street between Park Avenue and Martha Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower

left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that South 13th Street Address.

- (iii) The display of a parking sticker as described in Title 8, Chapter 4, Section E. (i) or (ii) in an unauthorized or otherwise improperly registered vehicle is strictly prohibited and any such use will result in a penalty pursuant to Title 8, Chapter 4, Section . (v).
- (iv) The transfer of parking stickers described in Title 8, Chapter 4, Section E. (i) or (ii) is permitted between vehicles upon the proper registration of the transferee vehicle, however, at no time shall two vehicles be registered to the same permit. Any such violation will result in a penalty pursuant to Title 8, Chapter 4, Section 1 E. (v).
- (v) Any violation of Title 8, Chapter 4, Section 1 E. (i), (ii), (iii) or (iv) will result in the revocation of any and all parking permits provided to vehicles registered to the address of the permit holder and will disqualify any vehicle registered to any current resident from obtaining a parking permit. (Ord. No. 1462-A-238 09/12/05)

F. **SCHOOL BUS LOADING ZONES.** All school bus loading and unloading zones are specifically reserved for the use of school buses delivering children and receiving children from the school there located, and except for said public school buses, no other persons shall be permitted to utilize said area for parking of motor vehicles at any time. Said zones shall be on school days between 7:30 A.M. and 5:00 P.M. as follows:

Control	On Street	At or From	To	Direction	Side
No Parking	Buena Vista Avenue	Washington Street	½ Block North	North-South	E
No Parking	Earl Street	150' N. Illinois Street	220' N. Illinois Street	North	E
No Parking	Florence Avenue	Sheridan Road	Memorial Drive	North	E
No Parking	Highwood Avenue	Sunset School Entrance	225 feet North	North	E
No Parking	Holiday Drive	Sheridan Road	Independence Drive	South	E
No Parking	Matilda Street	Earl Street	N. Fourteenth Street	East-West	S
No Parking	Park Avenue	Summer Street	Capitol Street	East	S
No Parking	S. Sixth Street	Washington Street	Hillyer Street	North	W
No Parking	St. Joseph Place	Haines Avenue	S. Sixth Street	West	N
No Parking	State Street	100' W. Fourth Street	170" W. Fourth Street	East	N
No Parking	Summer Street	½ Block N. Walnut	Park Avenue	North	E
No Parking	Veerman Street	Willow School	Willow School	North	E

H. 2. PARKING OF TRUCKS RESTRICTED

1. No person shall stand or park any truck, road tractor, semitrailer, trailer, house trailer, motor home or bus on any street in a residential district for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicles; except

a. A driver of a bus or school bus may park such bus or school bus in a designated bus zone or stand, as is provided otherwise in this Chapter.

b. A person may park a trailer in a residential district, except during the period from sunset to sunrise.

c. A person may park a motor home in a residential district for a period not to exceed 72 hours.

This restriction shall not apply to any pickup truck or van whose extreme overall length does not exceed 235 inches and whose body width, excluding mirrors or similar accessories, does not exceed 80 inches.

2. Any vehicle parked in violation of this section is subject to a fine of \$10.00 per day, and is further hereby declared to be a nuisance, which may be abated by order of the Chief of Police by impounding such vehicle. In the case of such impoundment, the procedure used for impounding abandoned vehicles described in Chapter 8 of this Title 8 shall apply.

(Ord. No. 1462-A213 07-28-03)

8-4-2: MANNER OF PARKING:

A. Generally:

1. Except as otherwise provided in this subsection, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches (12") of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder. In the case of angled parking, the front right wheel shall be within twelve inches (12") of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.

2. Every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within twelve inches (12") of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within twelve inches (12") of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder. IN the case of angled parking, the front right wheel shall be within twelve inches (12") of the left-handed curb or as close as practicable to the right edge of the right-hand shoulder; or the front left wheel shall be within twelve inches (12") of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

- B. Outside of Business or Residence District: Outside of a business or residence district, no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the roadway when it is practicable to stop, park or so leave such vehicle off the roadway, but in every event, an unobstructed width of the highway opposite a standing vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicle shall be available for a distance of two hundred feet (200') in each direction.

(Ord. No. 1462-A259 Lights in Vehicles 02-26-07)

- C. Exemptions:

1. This Section shall not apply to the driver of any vehicle which is disabled in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving the vehicle in such position.

2. This section shall not apply to vehicles properly parked in marked diagonal stalls.

(Ord. No. 1462-A316-12/13 08/27/12)

8-4-3: AUTHORITY TO REGULATE PARKING AND TRAFFIC:

- A. Handicapped Parking: Motor vehicles displaying handicapped person identification devices as issued by the Secretary of State (including handicapped person parking permits, transporter of handicapped person parking permits, handicapped person vehicle registration plates and disabled veteran vehicle registration plates) and all vehicles displaying handicapped person parking permits as issued by any municipal corporation in the State of Illinois may be parked at specially designated handicapped parking spaces within the City and may further park in conformity with Chapter 625 ILCS 5/11-1301.1. Nothing herein, however, shall be interpreted as permitting any vehicle to be parked at any metered parking space without paying the required fee.
- B. Designation of Handicapped Parking Areas: The City Traffic Safety Committee is hereby authorized to determine and designate, upon public property, by proper signs places which shall be reserved for the parking of vehicles displaying handicapped person parking devices as set forth in Section 8-4-3-B herein and the owners or lessees of private property within the City are hereby authorized to determine and designate by proper signs places which shall be reserved for the parking of vehicles displaying handicapped person parking devices as set forth in Section 8-4-3-B herein.
- C. Authority to Contract: The Corporate authorities of the City may by contract empower the City to regulate parking and traffic of motor vehicles in accordance with the provisions of Chapter 625 ILCS 5/11-209. The Chief of Police is hereby given authority to enter into and bind the City to contracts under this Section.