Pekin
ILLINOIS

City of Pekin

REGULAR COUNCIL MEETING MONDAY,
August 8, 2011 5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie L. Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
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 July 25, 2011.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *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.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Police June Report and Liquor Commission Minutes June 23, 2011.		5
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		

9.1	**Ordinance No. 2643 - 11/12 – Repealing the Seizure and Impounding of Vehicles Ordinance.** **DESCRIPTION:** Ordinance amends the Code by deleting Title 6, Chapter 2, that provides for the enforcement for seizure and impoundment of vehicles. The action repeals the Impound Ordinance. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	CM	5
9.2	**Change Order – Wastewater Treatment Plant Phase I** **DESCRIPTION:** Change order #5 with Williams Brothers Construction, Inc. for the WWTP for additional work required to make changes to piping, electrical and control due to changes necessary to keep existing systems in service. The amount of $27,476.00 is covered in the estimated project contingency amount. **ACTION:** Motion to approve the expenditure in the amount of $27,476.00. **VOTE REQUIRED**	JW	3
9.3	**Agreement with Hansen Professional Services, Inc.** **DESCRIPTION:** Agreement for support services to assist with the land acquisition relocation for the Veterans Drive Project. Cost reimbursable through the Veterans Drive Funding. **ACTION:** Motion to approve the agreement in the amount not to exceed $35,000.00. **VOTE REQUIRED**	JW	3
9.4	**Resolution No. 10 - 11/12 – Establishing Public Hearing Date and Place** **DESCRIPTION:** Council to set time to receive comments from the public for the adoption of the Tax Increment Finance (TIF) Redevelopment Plan & Project South Industrial Park Conservation (IPC) Area. **ACTION:** Motion to adopt the resolution setting September 26, 2011 Hearing date. **VOTE REQUIRED**	LM	1
9.5	**Ordinance No. 2644 - 11/12 – Amend the City of Pekin Code Title 4, Chapter 11** **DESCRIPTION:** Reassign duplicated chapter numbers to ordinances regarding landlord registration Ordinance No. 2521-06/07 and telecommunication infrastructure maintenance fee Ordinance No. 2097-97/98. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	SM	5

9.6 License Agreement with Tazewell & Peoria Railroad for Effluent Discharge Line **DESCRIPTION: Easement for a 48" effluent line from wastewater treatment plant to the Illinois River to go under their tracks.** **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	JW	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Council Members **10.2** Staff **10.3** Five Minute Public Questions **10.4** Press Time		
11.0 EXECUTIVE SESSION		
12.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:

CM	Council Members	JW	City Manager Joe Wuellner
M	Mayor Laurie Barra	SM	Sue McMillan City Clerk
LM	Leigh Ann Matthews Economic Development Director		

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.

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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, JULY 25, 2011 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, NEUMANN, HENDRICKS, AND MASSAGLIA

ABSENT: COUNCIL MEMBER SCHMIDGALL

****

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

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

AGENDA

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

MINUTES

Motion by Council Member Massaglia, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of Monday, July 11, 2011 and the Special Council Meeting of June 30, 2011 be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.1 **Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes July 1, 2011 and Fire Department June Report
7.2 **Receive and File** Zoning Board of Appeals Minutes dated July 13, 2011. (fence variance 332 Orr).
7.3 **Receive and File** Planning Commission Minutes July 13, 2011
7.4 **Receive and File** Pekin Planning Commission Hearings and Recommendations: a) Hearing #11-1836 – approval of the Site Plan for Auto Repair Only with the stipulation that striping be done for parking with a maximum outside storage of (8) Eight vehicles in front of the repair shop only for a limited period of 48 hours located at 1404 Broadway b) Hearing #11-1837 – approval of the Special Use for Auto Repair Only located at 1404 Broadway

On roll call vote, all present voted Aye.

NEW BUSINESS

ORDINANCE NO. 1462-A309 - 11/12
AMENDING THE CODE OF THE CITY OF PEKIN 1995 TITLE 8, CHAPTER 3, SECTION 3G REGARDING SCHOOL ZONE SPEED LIMITS

Motion by Council Member Blanchard, seconded by Council Member Massaglia, that Ordinance No. 1462-A309-11/12 be adopted. Council was advised by Police Chief Nelson as to the Traffic Safety Committee recommendation. The action, in response to changes in school locations and traffic condition, were reviewed at the TSC meeting of July 1, 2011. Public Works grant would provide the funds to update the new IDOT warning signs for zone changes to comply with the MUTCD requirements. Signs indicating the restricted use of cell phones in a school zone were discussed. On roll call vote all present voted Aye.

ORDINANCE NO. 2642 - 11/12
ESTABLISHING POLICY WITH REGARDS TO THE COMMUNICATIONS OF INDIVIDUALS SOCIAL SECURITY NUMBERS

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Ordinance No. 2642-11/12 be adopted. Council was informed by Human Resource Director Sarah Newcomb that the State of Illinois Public Act 096-0874 commonly known as the Identity Protection Act required all municipalities and public employees to have in place a policy regarding the use, collection, disclosure and safe keeping of individuals Social Security Numbers. The ordinance incorporated the policy into the Employee Handbook and provided for penalty for violation cited in the City Code. The action would ensure that all City employees guard Social Security Numbers properly and only share them in an authorized manner. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Massaglia that the **SPECIAL USE FOR AUTO REPAIR AT 1404 BROADWAY be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Hendricks that the **SITE PLAN FOR R & K AUTO REPAIR AT 1404 BROADWAY be approved with the stipulation that striping be done for parking with a maximum outside storage of (8) eight vehicles in front of the repair shop only for a limited period of 48 hours.** Discussion followed on both the use, site plan, and the contingent approval of the vehicle business with questions directed to Ron Sieh Code Enforcement Officer. He advised that the repair shop adjacent to Walgreens was not a special use for sales and the site plan did not include the grass lot for storing vehicles. Mr. Sieh answered Council's questions on the definition of "48" hours used in the zoning code. On roll call vote, all present voted Aye.

Motion by Council Member Neumann, seconded by Council Member Abel, that the **AGREEMENT WITH PECKHAM GUYTON ALBERS & VIETS, INC. for technical support be approved in an amount not to exceed $25,000.00.** Director of Economic Development Leigh Ann Matthews recommended to Council the services of PGAV to assist in a review process if necessary for potential economic development projects. With the increasing interest in the City of Pekin as a potential place to build or expand a business, she felt that having a firm that specialized in reviewing development agreements, bonding methods and TIF administration was a valuable asset. She stated PGAV had assisted the City for Tax Increment Finance issues and were currently working on the Southside Industrial TIF proposal. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Hendricks reported he had attended the 8th Anniversary celebration at the Tazewell County Museum & Education Center. He encouraged all to visit the history on display in the Sunset Plaza and to support the work of Christal Dagit, the Center's Director.

Council Member Blanchard expressed best wishes to the owners in attendance of the new K & R Automotives repair shop.

Council Member Blanchard also thanked the members who brought the "towing ordinance" back to the forefront for consideration. Attorney Dancey was asked to prepare an ordinance to repeal the Seizure and Impoundment of Vehicles and that the motion for action be placed on the agenda for Council vote on August 8, 2011. It was indicated that Police Chief Nelson had provided members with possible scenarios for amending the code.

Dale Kuntz, 5 Fox Point presented Council with his list and photos of areas of concern that could be addressed for the beatification of Pekin. Bill Fleming, Executive Director Pekin Area Chamber of Commerce, spoke on the Pekin First's efforts to bring forth nominations for owners strides in completing areas of improvement, clean up, spruce-ups such as 132 Court Street Seico Building, Kiwanis Flower Garden across from PCHS, Pekin Insurance flowerbeds, etc.

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

COUNCIL ADJOURNED AT 6:05 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR JUNE 2011

	JUNE 2010	MAY 2011	JUNE 2011
TRAFFIC TICKETS	513	243	220
WARNING TICKETS	278	110	122
OFFENSES	566	425	426
ARRESTS	296	154	165
PARKING TICKETS	282	200	219
STOPS	871	1011	949

CITY ORDINANCE TICKETS FOR JUNE 2011

NUMBER OF TICKETS WRITTEN 77
NUMBER OF TICKETS PAID OVER THE COUNTER 11
FINES COLLECTED OVER THE COUNTER $2000

IMPOUNDED VEHICLES FOR JUNE 2011

TOTAL VEHICLES IMPOUNDED: 26
AMOUNT OF FINES COLLECTED: $8000

OFFENSES	
DRUG RELATED	7
DUI	8
DWLS/R	10
UUW	0
MULTIPLE OFFENSES	1
TOTAL	26

LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 23, 2011
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:14 p.m.

PLEDGE of ALLEGIANCE
Police Chief Greg Nelson led the Commission in the Pledge.

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson, Fire Chief Kurt Nelson, Deputy Liquor Commissioner Rick VonRohr, and Commissioner Buster Hanley.
Absent: Commissioner Dale Vonderheide.

Also present: Attorney Sue Bosich - Corporation Counsel.

APPROVAL OF AGENDA
Motion made by Liquor Commissioner Barra to approve the Agenda of June 23, 2011, seconded by Commission Hanley. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES
Motion made by Police Chief Nelson to approve the Liquor Commission Minutes dated May 26, 2011, seconded by Commissioner Hanley. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
There were comments or questions heard.

NEW BUSINESS
Disposition Hearings:

The Grind, Inc. dba The Grind – 17 N. 4th Street – Josie Manning and Rose Hills
Corporation Counsel Sue Bosich read the evidence into the record.
Violation 1 – Violation of Happy Hour
Violation 2 – Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Josie Manning gave a brief statement: Apologized to the Commission and stated she was not aware of the Happy Hour law. They pled guilty to both Violations.

Discussion: This is the Grind's first offense. Deputy Liquor Commissioner saw an advertisement on Facebook regarding the Happy Hour announcement.

Commissioner Hanley made a motion to fine The Grind $500, plus costs and made payable within 30 days, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion Carried.

Kouri's – 2929 Court Street – Jim Kouri
Corporation Counsel Sue Bosich read the evidence into the record.
Violation 1 – Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Jim Kouri gave a brief statement: Apologized to the Commission. Stated he had hired a senior college student who had only worked 3 days and this was his first night. He was working the back area with another bartender and that bartender had left to go to the kitchen when this happened. Mr. Kouri stated they have a very experienced crew and they take this very seriously, they do not condone this type of behavior. They pled guilty.

Liquor Commissioner Barra made a motion to fine Kouri's $500 dollars plus costs and made payable within 30 days, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

Applebee's Bar & Grill– 3540 Court Street – Matt Scott
Corporation Counsel Sue Bosich read the evidence into the record.
Violation 1 - Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Matt Scott, General Manager made a brief statement: Apologized to the Commission. Stated the bartender is an employee, not a manager. This has been the first time this has ever happened and they take this very seriously. They do provide training on the sale of alcohol.

Fire Chief Kurt Nelson made a motion to fine Applebee's Bar & Grill $500 dollars plus costs and payable within 30 days, seconded by Commissioner Hanley. On roll call vote all present voted Aye. Motion carried.

ANY OTHER BUSINESS
Police Chief Greg Nelson asked if the City Clerk's office had any type of Q & A booklet to hand out to liquor licensee's. The City of Pekin's Liquor Code and the State of Illinois' Liquor Code should be adequate, if not it is up to the licensee holder to ask questions. Deputy Liquor Commissioner VonRohr stated they can always call him and when he does final walk-thru's he does give them his card.

Liquor Commissioner Barra asked about the Special Events Applications. Do we follow-up to make sure they get a State One Day Liquor License. The City Clerk's office does not follow up on that. There would be no liability to the City if they do not acquire a State One Day Liquor License.

Deputy Liquor Commissioner VonRohr made a few calls on the Roadhouse Bar & Grill. Sign out front says under new management. VonRohr stated he spoke with Crystal Rife, Manager and at first she said yes, then made a phone call and came back and said they are leasing the kitchen area only. If within a year that works out its possible this person will buy the bar. Corporation Counsel Sue Bosich stated she had received a phone call from an Attorney inquiring if they can transfer a liquor license. She informed them no, you can not transfer a license. Liquor Commission asked that Corporation Counsel Bosich find out if there is anything recorded or filed on ownership of this building.

No other business to come before the Commission, a motion was made by Deputy Liquor Commissioner VonRohr to adjourn, seconded by Commissioner Hanley.

Meeting adjourned 4:50 P.M.

Next Meeting July 28, 2011 at 4:00 P.M.

Respectfully submitted by Paula Gensel

ORDINANCE NO. 2643-11/12

AN ORDINANCE REPEALLING TITLE 6 CHAPTER 2 SECTION 11 REGARDING THE SEIZURE AND IMPOUNDING OF VEHICLES

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

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

WHEREAS, the City Council believes it is in the best interest of the City to repeal an ordnance for the seizure and impoundment of vehicles, as now enacted and enforced, that being Title 6 Chapter 2 Section 11 of the Code of the City of Pekin, appropriate and reasonable to modify the previously enacted provisions with respect to the impounding of vehicles;

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

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

1. That Title 6 Chapter 2 Section 11 is hereby repealed, and that all subsections (6-2-11-1 through 6-2-11-10) of the Code relevant to this Section are deleted in their entirety.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval and publication as required by law, effective August 9, 2011.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ___ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

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

AGENDA DATE REQUESTED: August 8, 2011

ACTION REQUESTED: Approve Change Order #5 for the WWTP in the amount of $27,476.00 for additional work required to make changes to piping, electrical and control changes due to changes necessary to keep existing systems in service.

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

Therefore, I recommend that this change order be approved in the amount of $27,476.00.

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

NEIGHBORHOOD CONCERNS: N/A

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

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

ALTERNATIVES: N/A

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

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

REQUIRED SIGNATURES
Department Director: Date: 7/19/11
Finance Department (Certification of Availability of Funds):   Date: 7-19-11 Angela Evans
Corporation Counsel: Date: 7-28-11
City Manager: Date: 7/19/11

CHANGE ORDER

Order No. 5

Date: July 14, 2011

Agreement Date: 8-2-10

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

OWNER: City of Pekin

CONTRACTOR: Williams Brothers Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Time and Materials for additional cleaning of the existing digester #2 for painting and repair work to proceed. ($4,729.00)

2. Output Reactors for Effluent Pump Station Variable Frequency Drives. ($9,449.00)

3. Relocated existing electrical conduit at Digester Mixing Piping. ($796.00)

4. Power to Headwork Garage Bay Door ECO 05 6/24/11. ($3,967.00)

5. Additional reinforcing at Headworks Residuals Area Trench Drain. ($5,454.00)

6. Additional reinforcing at Headworks Screw Pump Support Bases. ($3,081.00)

Justification:

1. The existing digester was cleaned by Owner staff. However, debris in the digester cover internal rafters and piping also required removal (inaccessible to Owner staff). Scaffolding to be used for painting work allowed access for cleaning of digester cover roof underside to be painted. This change addresses the additional labor and materials to complete this cleaning.

2. The physical distance between the Effluent Pump Station and the Variable Frequency Drives (VFD) in the Headworks exceeds the distance recommended for the VFD units supplied. Output reactors (transformers) are required to prevent damaging the pump motors due to induced excess voltages.

3. Existing conduits conflicting with proposed piping were encountered when the existing building floor was removed to install the piping.

4. An electric door is provided at the Headworks residuals processing area. Electric conduit, wire and motor starter was not included on the plans. This work provides the additional electrical items and labor.

5. Additional reinforcing required at the Headworks residuals area structural base slab. These are required due to the large opening in the floor element created by the area trench drain.

6. The support bases are specific to the requirements of the Screw Pump Manufacturers and submitted shop drawings for the pumps supplied. The reinforcement required is a function of loadings, weights specific to the pump in accordance with the supplied shop drawings.

Change to CONTRACT PRICE:

Original CONTRACT PRICE $7,664,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $ 7,879,320.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: $27,476.00

The new CONTRACT PRICE including this CHANGE ORDER will be $7,906,796.00

Change to CONTRACT TIME: Current with ongoing work

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

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

CONTRACTOR: Williams Brothers Construction, Inc.

By: _____ Date: _____

ENGINEER: Farnsworth Group, Inc.

By: Patrik J. Sheridan, P.E. Date: _____

OWNER: City of Pekin

By: Joe Wuellner, Director of Public Works Date: _____

CHANGE ORDER LIST

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

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

CHANGE ORDER #3

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

CHANGE ORDER #4

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

CHANGE ORDER #5

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

$766,400.00	Total Contingency Available (10% of Contract)
$242,796.00	Total Change Orders to Date
$523,604.00	**Contingency Remaining**

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph Wuellner

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

AGENDA DATE REQUESTED: August 8, 2011

ACTION REQUESTED: Approve the agreement with Hanson in the amount of $35,000 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 25 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. Carol Shields is doing an outstanding job but needs assistance on some of the larger parcels and the one where relocation is involved. Hanson has done this for several communities in the area and on IDOT's list of approved negotiators.

Therefore I recommend that this agreement be approved for an amount not to exceed $35,000

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.]

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

REQUIRED SIGNATURES
Department Director: Date: 7/26/11
Finance Department (Certification of Availability of Funds): Date: 7-26-11
Corporation Counsel: Date: 7-28-11
City Manager: Date: 7/26/11

Professional Services Agreement

C11L0122

This Agreement is made this 8th day of August, 2011, between the City of Pekin, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Land Acquisition Services for the Veterans Drive Extension project, in the City of Pekin, Illinois, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S, rev. 3) are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.	**City of Pekin**
By: _____ Lucinda A. Loos, P.E.	By: _____
Title: Regional Vice President	Title: _____
Date: _____	Date: _____

Professional Services Agreement
C11L0122
Attachment A – Scope of Services

Agreement Date: August 8, 2011

Project: Land Acquisition Services for the Veterans Drive Extension project

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Project Description:

Provide negotiations services for up to six (6) parcels and relocation services for no more than one (1) parcel for Section 1 of the Veterans Drive Extension.

Services:

The Scope of Services to be provided is limited to the following:

Negotiations:

The Negotiator is responsible for all land acquisition negotiations conducted under this Contract for assigned parcels. Negotiations shall be in accordance with the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual (LAPPM).

Before the initiation of negotiations for each parcel, the Client must approve the amount of just compensation for the parcel. The Negotiator shall be required to personally contact the property owner a minimum of three times before determination that the acquisition of the parcel cannot be successfully negotiated. One of the three minimum contacts shall be made in person unless otherwise directed by the Client. The Negotiator should exceed the minimum number of contacts on most parcels before recommending that the parcel proceed to eminent domain action. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the negotiator's report.

The Negotiator may recommend administrative settlements. Administrative settlements will be determined by the Client on an individual parcel basis.

In the event the Negotiator, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain all the required documents, the Negotiator shall prepare and submit a written copy of the Negotiator's Report completed to date with the names and addresses of all interested parties. If necessary, the Negotiator's written report shall include a recommendation for further action. Even though eminent domain action may be in process, the Negotiator will be required to make continued efforts to settle until the actual filing date of the petition to condemn the parcel. Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the Client. If a negotiated settlement cannot be reached, the negotiation

for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the Client, and the complaint is filed.

An updated negotiation or revised negotiation is defined as additional negotiation work requested by the Client due to new parcel information supplied by the Client to Hanson after first contact with the property owner. New parcel information could include, but not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner (s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the Client or its trial counsel.

Relocation Services:

Relocation work performed by the Relocation Agent must be in accordance with the LAPPM.

The Relocation Agent shall prepare a relocation plan for the full scope of each project in accordance with Chapter 6 of the LAPPM. All identified relocation units on the project, including advanced acquisitions, must be addressed in the relocation plan. This relocation plan shall be submitted to the Client for review and approval prior to initiation of negotiations for the affected parcel(s).

It may be necessary for a completed relocation plan to be supplemented due to a change in the Client's project. These supplements, or relocation plan addenda, will be assigned to the Relocation Agent in a separate work order as the need arises. All relocation plan addenda shall be submitted to the Client for review and approval prior to initiation of negotiations.

The Relocation Agent shall be required to provide relocation assistance, advisory services, and determine the amount of payments to be provided to a displaced person. The Relocation Agent shall submit all computations for replacement housing payments and requests for housing of last resort payment to the Client for review and approval prior to initiation of negotiations.

The Relocation Agent shall be required to personally contact the property owner or occupant at the onset of the relocation process, present the appropriate informational letter, and provide information about the relocation advisory assistance and payments that will be made available to them. The Relocation Agent is required to remain in continual personal contact with the displaced person throughout the relocation process to assist in their relocation. A log of each contact will be maintained on an ongoing basis as part of the Relocation Assistance Unit Record.

All relocation claims, along with their necessary supporting documentation, shall be submitted to the Client for review and final approval.

The Relocation Agent shall maintain an accurate and up-to-date file for each relocation unit, including moving expense records, replacement housing payment records, all relevant correspondence and the Relocation Assistance Unit Record. This file will be provided to the Client upon completion of the relocation for that unit.

The Relocation Agent shall forward all written requests for review of disputed relocation claims to the Client's Project Manager.

The Relocation Plan and Relocation Plan Addendum shall be deemed complete when an acceptable Relocation Plan or Relocation Plan Addendum is submitted and approved.

The Residential and Non-Residential Relocation activities shall be deemed complete when the subject property is vacated and able to be utilized for construction of the project, and the displaced person has received all payments.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the relocation services requested herein. The time spent at such appearance or appearances shall be made upon request of the Client or its trial counsel.

Professional Services Agreement

C11L0122

Attachment B – Charges for Services

Agreement Date: August 8, 2011

Project: Land Acquisition Services for Client's Veteran's Drive highway improvement project

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Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made according to the following hourly rate schedule plus direct expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of billing.

The contract hourly rate for all services listed under Negotiations in the scope of services is $145.00.

The contract hourly rate for all services listed under Relocation Services in the Scope of Services is $120.00

Mileage will be reimbursed at 55.5 cents per mile.

It is estimated the total cost to accomplish the Scope of Services for this project will be $35,000. Hanson agrees not to exceed $35,000 without prior notification to the Client.

General Conditions

Hanson Agreement: C11L0122 **Agreement Date:** August 8, 2011

Project Name: Land Acquisition Services for Client's Veteran's Drive Extension project

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

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

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

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

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

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

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

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

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed $50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

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

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

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

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

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

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

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

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

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

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

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

22. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue 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.

23. 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.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting

party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

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

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

RESOLUTION NO. 10-11/12

A RESOLUTION ESTABLISHING A TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER A TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT FOR THE PROPOSED SOUTH INDUSTRIAL PARK CONSERVATION AREA

BE IT RESOLVED BY THE CITY COUNCIL of the City of Pekin, Illinois, as follows:

That the City of Pekin, Illinois hereby establishes September 26, 2011, at 5:30 p.m. at City Hall as the time and place for the Public Hearing to consider the adoption of the Tax Increment Financing Redevelopment Plan and Project for the South Industrial Conservation Area.

PASSED this 8TH day of August, 2011.

AYES: _____

NAYES: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Manager Joseph Wuellner

From: Sue McMillan City Clerk

AGENDA ITEM: Ordinance No. 2644-11/12 Amending Title 4 Chapter 11, Sections 1-10 Regarding Telecommunications Infrastructure Maintenance Fee/Registration of Rental Housing & Lots

AGENDA DATE REQUESTED: August 8, 2011

ACTION REQUESTED: Approve the amendment to the Code for the addition of Chapter 12.

DESCRIPTION: On December 8, 1997 the City adopted Ordinance No. 2088 Establishing the Municipal Telecommunications Infrastructure Maintenance Fee and codified the provisions as Title 4, Chapter 11, Sections 1-10. On April 23, 2007 the City adopted Ordinance 2521 Establishing the Registration of Rental Housing & Lots and mistakenly codified the provisions as Title 4, Chapter 11, Sections 1-10. Ordinance No. 2644-11/12 creates the addition of Chapter 12 for the rental registration language placement in the Code.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: Clarification in finding landlord registration form in the Code and on the website.

IMPACT IF DENIED:

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 improve the quality of life for Pekin's residents.
√	**An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director: Sue T. McMullan Date: 7/28/11
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date:

ORDINANCE NO. 2644-11/12

AN ORDINANCE AMENDING TITLE 4 CHAPTER 11 SECTIONS 1-10 REGARDING TELECOMMUNICATIONS INFRASTRUCTURE MAINTENANCE FEE/ REGISTRATION OF RENTAL HOUSING & LOTS

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

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

WHEREAS, the City of Pekin on December 8, 1997 adopted Ordinance No. 2088 amending Title 4 of the Code of the City of Pekin 1995 by the addition of Chapter 11 Imposing a Municipal Telecommunications Infrastructure Maintenance Fee; and

WHEREAS, the City of Pekin on April 23, 2007 adopted Ordinance No. 2521 amending Title 4 of the Code of the City of Pekin 1995 by the addition of a duplicate Chapter 11 Regarding the Registration of Rental Property; and

WHEREAS, Ordinance No. 2088 as amended by Ordinance No. 2097 and Ordinance No. 2521 are now enacted and enforced as to registration of landlords and as to telecommunications maintenance fees; and

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

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

1. That Title 4, Chapter 11 and that all subsections (4-11-1 through 4-11-10) of the Code relevant to Telecommunications Infrastructure Maintenance Fee are to remain their entirety.

2. That Title 4 of the Code of the City of Pekin shall be amended by adding the language on Exhibit "A" attached hereto and incorporated herein by this reference as Chapter 12.

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ___ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CHAPTER 12

REGISTRATION OF RENTAL HOUSING & LOTS

SECTION:

4-12- 1: Definitions
4-12- 2: Registration Required
4-12- 3: Registration Information
4-12- 4: Amended Registration
4-12- 5: Registration Records
4-12- 6: Enforcement
4-12- 7: Notice of Code Violation
4-12- 8: Exemptions
4-12- 9: Penalties
4-12-10: Complaints by Tenants

4-12-1 DEFINITIONS

For the purpose of this article, unless the context requires otherwise, the following terms shall be construed as herein defined:

City shall mean the City of Pekin.

Dwelling Occupant means any person who occupies, or has the right to occupy, any rental unit for at least thirty (30) consecutive days.

Dwelling shall mean any enclosed space which is wholly or partially habitable by human occupants, and is used or intended to be used for living, sleeping, cooking and eating, provided that temporary housing is not considered a dwelling. For this code, dwelling shall include any other type of structure present on the lot.

Code shall mean Title 7, Chapters 1A, 1B, 1C, 1D, 1E, 1F, 2, AND 4 of the Code of the City of Pekin, and additionally, any other provisions of the Code of the City of Pekin establishing or relating to construction, plumbing, heating, electrical, fire prevention or other property maintenance and safety standards that are applicable to dwellings.
Owner shall mean the legal title holder or holder of the realty as shown by the records of the Tazewell County Recorder of Deed Office, except if legal title is held by an Illinois Land Trust, owner shall mean the beneficial owner or owners of that trust.

Lot shall mean one, two or more contiguous parcels of land, legally described, and registered with a PIN (property identification number) with the Tazewell County Assessor's Office comprising of the tract or tracts of land upon which a dwelling is located.

Rental Property means property that is not owner-occupied.

Temporary housing means any tent, trailer, mobile home and any other transported structure used for human shelter not attached to the ground, to another structure or to any utility system on the same premises for more than 30 consecutive days.

The singular shall include the plural throughout this article.

4-12-2 REGISTRATION REQUIRED

Except as provided hereafter, every owner of a lot or lots upon which a dwelling is located whether occupied or vacant, shall file a registration statement for each such a lot or lots with the Inspections Department on forms provided by the Inspections Department for such purposes and pay a one time fee of $25.00 per lot. Any such registration statements shall be prima facie proof of the statement therein contained in any administrative enforcement proceeding instituted by the City against the owner or owners of the lot.

The registration statement shall include the following information:

A. The name, street address, and telephone number of each owner of the lot. If the owner is a partnership, corporation or voluntary unincorporated association, the statement shall further include the name, street address, telephone number, and position of each partner or officer. If the owner is a corporation, the statement shall further include the name, street address, and telephone number of the registered agent thereof. If the property is in a trust, the statement shall further include the name, street address, and telephone number of the registered agent/trustee thereof.

B. The name, street address, and telephone number of a person designated by the owner or owners as the authorized agent for receiving notices of code violations and process in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this code. This person must maintain an office in Tazewell County, Illinois, or must actually reside within the counties surrounding Tazewell County for purposes of delivery of legal notices. (Surrounding counties include Fulton, Mason, Peoria, Logan, McLean, or Woodford)

C. The street address and property identification number (PIN) of the lot or lots upon which the dwelling is located, the number of dwellings, and the date on which the dwelling was built.

For the purposes of this section, a post office box does not suffice as an address.

4-12-3 REGISTRATION INFORMATION

Upon registration the Code Enforcement Officer or his designee shall issue a certificate of registration to the owner which shall certify that the owner has registered the lot in compliance with Section 4-12-2 of this article. Upon issuance of a certificate of registration to the owner of a lot, no further registration of the lot, except as required under Section 4-12-4 of this article, shall be required of such owner until any percentage of interest of such ownership has been transferred to another person, partnership, corporation, voluntary association, or land trust. It shall be the duty of any subsequent owner of the lot to register it as required under Section 4-12-3 of this article within 30 business days after the transfer of ownership.

Upon demonstration by an owner that the lot is not required to be registered under the provision of these sections, the Code Enforcement Officer or his/her designee shall issue a waiver of registration.

4-12-4 AMENDED REGISTRATION

The owner of the lot required to register with the Inspections Department in accordance with Section 4-12-3 of this article shall notify the Inspections Department within 30 business days of any change in the registration information by filling out an amended registration statement on a form provided by the Inspections Department for such purpose.

4-12-5 REGISTRATION RECORDS

The Code Enforcement Officer shall maintain the dwelling registration records. These records shall consist of the registration information under Sections 4-12-2 and 4-12-4 of this article.

4-12-6 ENFORCEMENT

A. The Code Enforcement Officer shall enforce the provisions of this article.

B. The Code Enforcement Officer may refuse to issue any permit(s) required under this code for any construction, alteration, installation, razing or other work done in or on any dwelling as defined in Section 4-12-1 of this article, or any certificate of occupancy required under this Code for such a dwelling, unless the owner or other applicant for such permit or certificate presents either a current certificate of registration or a waiver of registration for the dwelling.

4-12-7 NOTICE OF CODE VIOLATION

By designating an authorized agent under the provisions of Section 4-12-2 of this article the owner is consenting to receive any and all notices of code violation concerning the registered lot and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered lot by service of the notice or process on the authorized agent.

A. Any owner who has designated an authorized agent under the provisions of Section 4-12-2 of this article shall be deemed to consent to the continuation of the agent's designation for the purpose of this chapter until the owner notifies the department of inspections of a change of authorized agent pursuant to Section 4-12-4 of this article.

B. Any owner who fails to register a lot under the provisions of Sections 4-12-2 and 4-12-4 of this article shall be deemed to consent to receive by posting at the lot, any and all notices of code violations concerning the lot.

4-12-8 EXEMPTIONS

All non-residential or owner-occupied properties, industrial properties, hotels, motels, hospitals, and governmental agencies shall be exempt from filing the registration statement required under Section 4-11-2 of this article. Documentation will be required for properties in question.

4-12-9 PENALTY

A. Each day that any lot is not registered in accordance with the provisions of Sections 4-12-2 and 4-12-4 of this article shall constitute a separate and distinct violation.

B. In addition to any of the penalties provided in this article, any person committing an offense under Sections 4-12-2 or 4-12-4 of this article, shall, upon conviction thereof, be fined not less than $100.00 nor more than $500.00 per day per offense.

C. The intentional submission of false information on a registration statement or an amended registration statement filed pursuant to Section 4-12-2 and 4-12-4 of this article shall be in violation if not corrected within the time period stated on the violation notice.

D. It shall be unlawful for any person to lease or cause to be leased any dwelling without the certificate of registration required under Section 4-12-2 of this article. Each day that a dwelling is leased that is not registered in accordance with the provisions of Sections 4-12-2 and 4-12-4 of this article shall constitute a separate and distinct violation.

4-12-10 COMPLAINTS BY TENANTS

For the purpose of protecting both the owners and tenants, the following process shall be followed for tenant complaints:

A. Tenants with formal complaints must first contact the owner or designated agent for the registered lot. The Inspection Department will verify this has been done prior to setting up an inspection of the property as a result of the formal filing of a complaint.

B. The owner or designated agent must address the complaint within 7 days if it is not considered an imminent life, health or safety issue.

C. If the owner or designated agent fails to remedy the alleged complaint, the tenant must come into the Inspection Department and fill out a formal complaint form which will be provided at the office.

D. The owner or designated agent will be contacted by the Inspection Department about the alleged violation and will be given 7 days to remedy the alleged violation if it is not considered an imminent life, health and safety issue.

E. Once the alleged violation is remedied the owner or designated agent must contact the Inspection Department to schedule a date/ time to do a compliance inspection of the alleged violation and close out the complaint.

F. If no action is taken within the 7 days, the Inspection Department will contact the tenant and schedule an inspection of the property. Notification will be given to the owner or designated agent about the scheduled inspection.

G. Upon completion of the inspection, all findings will be noted and a notice of violation if warranted will be created and sent to the owner and designated agent.

H. Violations shall be classified as follows:

1). Class 1 violations which are considered serious life, health or safety issues and must be remedied within 48 hours.

2). Class 2 violations will be considered maintenance issues and, depending on the seriousness of the violation, they must be remedied within 7 to 30 days.

I. An owner who fails to correct a violation of this article by the date set forth in the notice of violation shall be subject to a cumulative fine in the amount set forth in section 4-12-9(B) under the following circumstances:

1). For every day the owner or designated agent fails to arrange for a timely re-inspection of the violation.

2). For each violation not corrected in the time designated in the notice of violation, unless within such time the owner has been granted an extension of time.

Rental Property Registration Form

PROPERTY INFORMATION:

Property Address:_____ PIN: _____

OWNER INFORMATION: In case of partnership or corporation, list information on all names of general partners, corporate officers, and registered agent. (Attach separate sheet if necessary.) In case of a trust, list information of registered agent authorized to act on behalf of the Trust.

Owner's Name:_____Phone: (____)_____

Address:_____City: _____State:_____Zip:_____

MANAGER/LOCAL CONTACT: Please provide the information of the individual authorized to accept notices from tenants, the Inspection Department, and service of process on behalf of the record owner.

Manager/Local Contact Name:_____Phone: (____)_____

Address:_____City: _____State:_____Zip:_____

EMERGENCY CONTACT: Please provide the information of the individual who, in the absence of the Owner/Agent in time of emergency, is authorized to make decisions regarding the rental unit:

Emergency Contact Name:_____Phone: (____)_____

Address:_____City: _____State:_____Zip:_____

NUMBER OF DWELLINGS: _____ SLEEPING ROOMS PER DWELLING:_____

OWNER/AGENT CERTIFICATION: I hereby certify that all the above information is true to the best of my knowledge, and belief. I am aware that if the foregoing information is willfully false, that I am subject to penalties and criminal prosecution.

Owner/Agent Signature: _____ Date: _____

Owner/Agent Signature: _____ Date: _____

Instructions: Please complete a Rental Property Registration Form for each lot. For example, if you own 5 rental units on two lots, you would fill complete two forms.

CHAPTER 11

TELECOMMUNICATIONS INFRASTRUCTURE MAINTENANCE FEE

SECTION:

4-11-1: Definitions
4-11-2: Registration
4-11-3: Municipal Telecommunications Infrastructure Maintenance Fee
4-11-4 Collection, Enforcement and Administration
4-11-5 Compliance with Other Laws
4-11-6 Existing Franchises and Licenses
4-11-7 Penalties
4-11-8 Enforcement
4-11-9 Severability
4-11-10 Conflict

4-11-1 Definitions.

As used in this Chapter, the following terms shall have the following meanings:

(a) "Gross Charges" means the amount paid to a telecommunications retailer for the act or privilege of originating or receiving telecommunications within the City, and for all services rendered in connection therewith, valued in money whether paid in money or otherwise, including cash, credits, services, and property of every kind or nature, and shall be determined without any deduction on account of the cost of such telecommunications, the cost of the materials used, labor or service costs, or any other expense whatsoever. In case credit is extended, the amount thereof shall be included only as and when paid. "Gross charges" for private line service shall include charges imposed at each channel point within the City, charges for the channel mileage between each channel point within the city, and charges for that portion of the interstate inter-office channel provided within the City. However, "gross charges" shall not include:

(1) any amounts added to a purchaser's bill because of a charge made under: (I) the fee imposed by this Section, (ii) additional charges added to a purchaser's bill under Section 9-221 or 9-222 of the Public Utilities Act, (iii) amounts collected under Section 8-11-17 of the Illinois Municipal Code, (iv) the tax imposed by the Telecommunications Excise Tax Act, (v) 911 surcharges, or (vi) the tax imposed by Section 4251 of the Internal Revenue Code;

(2) charges for a sent collect telecommunication received outside the City;

~~CHAPTER 11~~ 12
REGISTRATION OF RENTAL HOUSING & LOTS

SECTION:

4-11- 1: Definitions
4-11- 2: Registration Required
4-11- 3: Registration Information
4-11- 4: Amended Registration
4-11- 5: Registration Records
4-11- 6: Enforcement
4-11- 7: Notice of Code Violation
4-11- 8: Exemptions
4-11- 9: Penalties
4-11-10: Complaints by Tenants

4-11-1 DEFINITIONS

For the purpose of this article, unless the context requires otherwise, the following terms shall be construed as herein defined:

City shall mean the City of Pekin.

Dwelling Occupant means any person who occupies, or has the right to occupy, any rental unit for at least thirty (30) consecutive days.

Dwelling shall mean any enclosed space which is wholly or partially habitable by human occupants, and is used or intended to be used for living, sleeping, cooking and eating, provided that temporary housing is not considered a dwelling. For this code, dwelling shall include any other type of structure present on the lot.

Code shall mean Title 7, Chapters 1A, 1B, 1C, 1D, 1E, 1F, 2, AND 4 of the Code of the City of Pekin, and additionally, any other provisions of the Code of the City of Pekin establishing or relating to construction, plumbing, heating, electrical, fire prevention or other property maintenance and safety standards that are applicable to dwellings.
Owner shall mean the legal title holder or holder of the realty as shown by the records of the Tazewell County Recorder of Deed Office, except if legal title is held by an Illinois Land Trust, owner shall mean the beneficial owner or owners of that trust.

Lot shall mean one, two or more contiguous parcels of land, legally described, and registered with a PIN (property identification number) with the Tazewell County Assessor's Office comprising of the tract or tracts of land upon which a dwelling is located.

Rental Property means property that is not owner-occupied.

Temporary housing means any tent, trailer, mobile home and any other transported structure used for human shelter not attached to the ground, to another structure or to any utility system on the same premises for more than 30 consecutive days.

The singular shall include the plural throughout this article.

4-11-2 REGISTRATION REQUIRED

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Easement Agreement with Tazewell & Peoria Railroad for Effluent Discharge Line

AGENDA DATE REQUESTED: August 8, 2011

ACTION REQUESTED: Approve easement with the Tazewell & Peoria Railroad for a 48" effluent line from the waste water treatment plant to the Illinois River to go under their tracks

DESCRIPTION: The upgrade of the plant and storm lagoon will increase the capacity and therefore a new 48" effluent discharge line will need to be installed that goes from the lagoon to the river. This line has to go under the existing railroad tracks owned by the Tazewell & Peoria Railroad through a 62" casing. The attached easement agreement will allow the work to be done for a onetime fee of $1,750. I recommend that this easement agreement be approved.

FINANCIAL IMPACT: $1,750 from the Sewer Fund

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Railroad grants an easement to allow the installation of the effluent line

IMPACT IF DENIED: Railroad easement not received and new line cannot be installed

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: Joseph Wuellner Date: 8/1/11
Finance Department (Certification of Availability of Funds)**:** Date:
Corporation Counsel: Date:
City Manager: Joseph Wuellner Date: 8/1/11

LICENSE

TAZEWELL & PEORIA RAILROAD, INC.
And
CITY OF PEKIN, IL

THIS AGREEMENT, made and entered into this 25th day of JULY, 2011, by and between **TAZEWELL & PEORIA RAILROAD, INC.,** a Delaware corporation, whose mailing address is P. O. Box 139, Springfield, Illinois 62705, hereinafter referred to as "Licensor", and **CITY OF PEKIN, IL,** whose mailing address is 111 South Capitol, Pekin, IL 61554, hereinafter referred to as "Licensee", WITNESSETH:

In consideration of the mutual covenants, terms, conditions and agreements herein contained, the parties hereto agree as follows:

1. Licensor, insofar as it has the power and authority so to do and subject to all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property, does hereby license and permit Licensee to install, maintain and use a 48" carrier pipe enclosed in a 62" casing, at least eighty-two feet (82') in length (hereinafter referred to as "wastewater pipe"), to carry treated wastewater effluent, under Licensor's main line railroad to the Illinois River, in Pekin, Tazewell County, Illinois , as indicated on the drawings attached hereto and made a part hereof.

2. Licensor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the wastewater pipe for any and all railroad purposes.

3. The term "Licensee", as used herein, shall mean a corporation, association, partnership, individual or governmental body, as the case may be and shall include Licensee's agents, employees, servants, contractors, sub-licensees and invitees. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

4. The term "Licensor", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor. All obligations of Licensee under this agreement to release, defend, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Licensor and the respective officers, agents and employees of such companies or entities.

5. The Licensor hereby grants to the Licensee for an indeterminate term, beginning July 25, 2011, under the terms and conditions hereof, the privilege and permission to construct, maintain, repair, renew, operate, use, reconstruct, reinstall, replace, protect, renew, relocate and/or remove said wastewater pipe on the Licensor's property at the location above. Said wastewater pipe will be maintained subject to requirements specified herein and in accordance with the requirements, specifications and provisions of applicable statutes, orders, rules and regulations of any public authority having jurisdiction in the matter.

The standard Licensor's minimum depth to the top of the casing pipe is a distance of eight (8) feet below the top of the railroad ties, or eight (8) feet below the flow line of the ditch, whichever is greater. In this instance, Licensor agrees to the depths shown on Farnsworth Group's drawings. Any loss associated with the damage or deterioration of structure at the bored site as a direct result of not meeting Licensor's minimum standards for casing depth will be the responsibility of Licensee.

6. This License shall be effective from and after July 25, 2011, for an indeterminate term. The Licensee shall pay to the Licensor the sum of Two Hundred and Fifty and no/100 Dollars ($250.00) as a onetime fee for the expense in connection with the preparation and execution of this agreement and One Thousand Five Hundred and no/100 Dollars ($1,500.00) as the fee for the term for the permission herein granted, for a total one-time fee of One Thousand Seven Hundred Fifty and no/100 Dollars ($1,750.00) to be paid at the time Licensee submits the signed License to the Licensor.

7. Licensee shall perform all work in accordance with the **AREMA Manual for Railway Engineering** specifications, together with the specifications shown on the three Farnsworth Group's sheets (attached hereto and made a part hereof).

8. (a) Licensee, at its sole cost and expense, shall furnish all materials and, at a time and in a manner satisfactory to Licensor, perform any work of character contained herein and as specified in Sections 1 and 5 hereof to said wastewater pipe, in accordance with design and specifications, as provided by Licensee to Licensor, and as in this agreement provided, all in a prudent and workmanlike manner in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction, and shall operate or use said wastewater pipe in accordance with all rules and regulations of Licensor and any such public authority, so as not to interfere with or endanger, in the judgment of Licensor, any property, traffic, operation, maintenance, employees or patrons of Licensor or of others occupying or using Licensor's property at said location.

(b) In the event Licensee contracts for any work of character as specified herein to said wastewater pipe, Licensee shall require its contractor to comply with all terms of this agreement, at the sole risk of Licensee. Notwithstanding anything in this Agreement, upon the failure of Licensee to perform or comply with any term, covenant, clause or condition therein contained, Licensor, in order to protect its facilities, property, traffic, operations, maintenance, employees, and/or patrons, may furnish any materials and perform any work of character specified herein to said wastewater pipe at the sole cost and expense of Licensee.

9. Before any work is performed hereunder, or before use by Licensee of the premises for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any Federal, State or Local public authorities having jurisdiction over the property or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof. Licensee shall also defend, protect and hold Licensor harmless from failure to obtain permits or licenses, any violation thereof, or for costs or expenses of compliance.

10. During performance of any work of character as specified herein, Licensee shall

support track and roadbed of Licensor, in a manner satisfactory to Licensor. Licensee, at its sole cost and expense, shall backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor and shall either remove any surplus earth or material from Licensor's property or cause surplus earth or material to be placed and distributed at locations and in such manner as Licensor may direct. Licensee shall leave Licensor's property in a condition satisfactory to the Licensor's Chief Engineer.

11. No cathodic protection system shall be installed which will cause electric current to flow across or along Licensor's property without written authorization of Licensor. Any authorized cathodic protection system shall be installed and maintained by Licensee, at its sole cost and expense, in such a manner so as to preclude interference with Licensor's electrical systems and so as not to cause any deterioration of Licensor's structures in service or hereafter installed. The terms and conditions of this Agreement shall apply to the construction, maintenance, repair, renewal, removal, presence or use of said cathodic protection system.

12. (a) If, at any time hereafter, Licensor shall desire to make any change, relocation or improvement in its track, structures, roadbed or other installation and facilities at said location of wastewater pipe or make any changes whatsoever in, to, upon, over or under its property and in any way used or affected by wastewater pipe, Licensee, upon thirty (30) days' written notice to that effect from Licensor, shall make such change in the location or construction of wastewater pipe, at Licensee's sole cost and expense and in accordance with plans satisfactory to Licensor's Chief Engineer. Should the Licensor's property require emergency repair, replacement or removal, the Licensee shall be immediately notified and shall, at its sole expense, make such changes in said wastewater pipe required by the Licensor.

(b) The Licensee, failing to change or remove said wastewater pipe within ninety (90) days after the expiration of notice given, as provided in this Section 12.(a), the Licensor may without further notice, in case of necessary alteration, change or relocation, and in case of abandonment or necessary alteration, change or relocate said wastewater pipe, and render bills to the Licensee for the costs of such removal, change or relocation, which bills the Licensee agrees to pay on or before the twentieth (20th) day of the month next succeeding that in which a bill is rendered therefor.

13. (a) The Licensee shall contact the Chief Engineer (217-788-8652) at least seventy-two (72) hours prior to the date any work of character as specified herein is commenced, except in an emergency when the Illinois & Midland Railroad Dispatcher (309-694-8612) shall be notified immediately.

(b) The Licensor will make arrangements to have its personnel present when digging or boring commences in the event it is necessary to protect its property, including but not limited to locating cable, underground signal wiring, and/or providing flagging protection. Licensor shall have the right to protect its property and operations and at the expense of the Licensee. However, Licensor shall not be liable for its failure to do so or the failure or neglect of such Licensor's personnel, and the Licensee agrees to reimburse the Licensor the cost thereof on or before the thirtieth (30th) day of the month next succeeding that in which a bill is

rendered therefor.

(c) The Licensee, in performing any work of character described herein to said wastewater pipe, shall exercise every reasonable precaution and use all diligence so that said wastewater pipe will not at any time be a source of danger to or interfere with the safe operation of the Licensor's trains or interfere with or damage Licensor's drainage ditches and/or culverts.

(d) The Licensee agrees to reimburse the Licensor the cost for any and all repairs necessitated to repair any damage incurred to Licensor's property caused by Licensee's performance of work described herein to said wastewater pipe, on or before the twentieth (20th) day of the month next succeeding that in which a bill is rendered therefor.

(e) The Licensee, failing to properly perform any work of character specified herein or failing to protect said wastewater pipe, shall reimburse the Licensor for any and all expense that may be incurred by the Licensor in remedying such failure to the facilities of the Licensee, as may be immediately necessary for the safety of trains and property of the Licensor, and the Licensor shall give prompt notice of remedial action, and the Licensee agrees to reimburse the Licensor for the cost of such remediation on or before the thirtieth (30th) day of the month next succeeding that in which a bill therefor is rendered.

14. The Licensor shall not require changes, renewal, reconstruction, relocation or replacement of said wastewater pipe, without cause of a necessitous and compelling nature.

15. The Licensee shall use said wastewater pipe solely for the purpose intended. If Licensee desires to revise, renew, relocate or change in any manner whatsoever all or any part of said wastewater pipe, including any change in wastewater pipe diameter or physical characteristics, or if Licensee is required to change or alter said wastewater pipe, plans therefore shall be submitted in writing to Licensor's Chief Engineer for approval before any such change is made, and the terms and conditions of this License shall apply thereto after Licensor's approval.

16. Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track of Licensor without separate prior written approval of Licensor except at public road crossings.

17. The Licensee shall protect the telegraph, telephone, signal and other circuits Licensor owned or otherwise, which are, or shall be placed, on, over or underneath the property of the Licensor, from damage of any nature during the performance of work described herein to said wastewater pipe.

18. The Licensee agrees to reimburse, indemnify and save harmless the Licensor for any and all liability, loss, claim, suit, damage, charge or expense of any kind or nature whatsoever to persons or property of either party or of third persons, which arises out of the performance of any work of character specified herein by Licensee, its agents, employees or servants, or because of the existence of said wastewater pipe, or incident thereto. The liability of the Licensee, as hereinbefore set forth, is to include claims or lawsuits against the

Licensor brought under any ordinance or law of any public body, whether Federal, State or Municipal, that is now in effect or hereafter to be in effect and said liability is to include all attorneys' fees or expenses or other expenses of the Licensor in defending and/or settling such claims or lawsuits.

19. (a) During the initial construction and installation of said wastewater pipe, if the Licensee subcontracts any subsequent work of character specified herein to said wastewater pipe, the Licensee shall provide to the Licensor a certificate of general liability insurance, naming the Licensor as additionally insured, said certificate having no exclusions for railroad liability, and a certificate of property insurance, naming Licensor as additional loss payee, with insurance provisions as indicated on the sample attached hereto and made a part hereof. Said insurance must be provided by an insurance provider with a minimum of an "A-" rating. If the Licensee's employees perform any work of character specified herein to said wastewater pipe, the insurance requirements shall apply as set forth in the following paragraph.

(b) Licensee shall procure, and during the continuance of this agreement, shall maintain, at its sole cost and expense, a policy of **Commercial General Liability Insurance (CGL)**, covering liability assumed by licensee under this License, and including Licensor as an additional insured, with a limit of not less than Two Million and no/100 Dollars ($2,000,000), per occurrence, and Six Million and no/100 Dollars ($6,000,000) in the aggregate, for bodily injury and property damage. Said insurance must be provided by an insurance provider with a minimum of an "A-" rating. Securing of insurance by Licensee shall not limit Licensee's liability under this License, but shall be additional security therefor. If Licensee is self-insured, an insurance certificate specifying coverage and limits so stating may be submitted to the Licensor.

(c) All such insurances shall be endorsed to provide for thirty (30) days' notice to Licensor of termination.

20. Licensor's expense for wages and materials for any work performed at the expense of Licensee pursuant to the terms hereof shall be paid by Licensee within thirty (30) days after receipt of the bill therefor. Such expense shall include, but not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all materials used. Equipment rentals, if any, shall be in accordance with Licensor's fixed applicable rates.

21. The failure of Licensor to object to any work done, material used, or method of construction or maintenance of said wastewater pipe, or any approval given or supervision exercised by Licensor, shall not be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this agreement.

22. The failure of the Licensor to exercise its rights hereunder upon the failure of the Licensee to perform the covenants and conditions herein contained, shall not be construed as a waiver of the covenants or conditions herein contained, but only a waiver of the particular breach, and the Licensor may at any time thereafter, exercise its rights as herein provided.

23. The permission herein given shall terminate upon the abandonment of the Licensor's operations, the sale or other disposition of the Licensor's right of way, or may be canceled by either of the parties hereto by giving sixty (60) days' written notice to the other party. All rights which Licensee may have hereunder shall cease and end upon the termination date so specified; provided however, that termination of this agreement shall not in any manner affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination have not been satisfied.

24. Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by Licensee's wastewater pipe, nor shall the exercise of this agreement for any length of time give rise to any right, title or interest, nor create any estate or easement in Licensee to said property.

25. Unless terminated as hereinbefore provided, this agreement shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties signatory hereto.

26. This agreement contains the entire understanding between the parties hereto and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

27. It is understood and agreed that this agreement is executed by all parties under current interpretation of any and all applicable Federal, State, County, Municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (item, paragraph, clause, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or in combination thereof for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto authorized, as of the day and year first above written.

TAZEWELL & PEORIA RAILROAD, INC. Witness:

By: _____ _____
President and General Manager

CITY OF PEKIN, IL Witness:

By: _____ _____

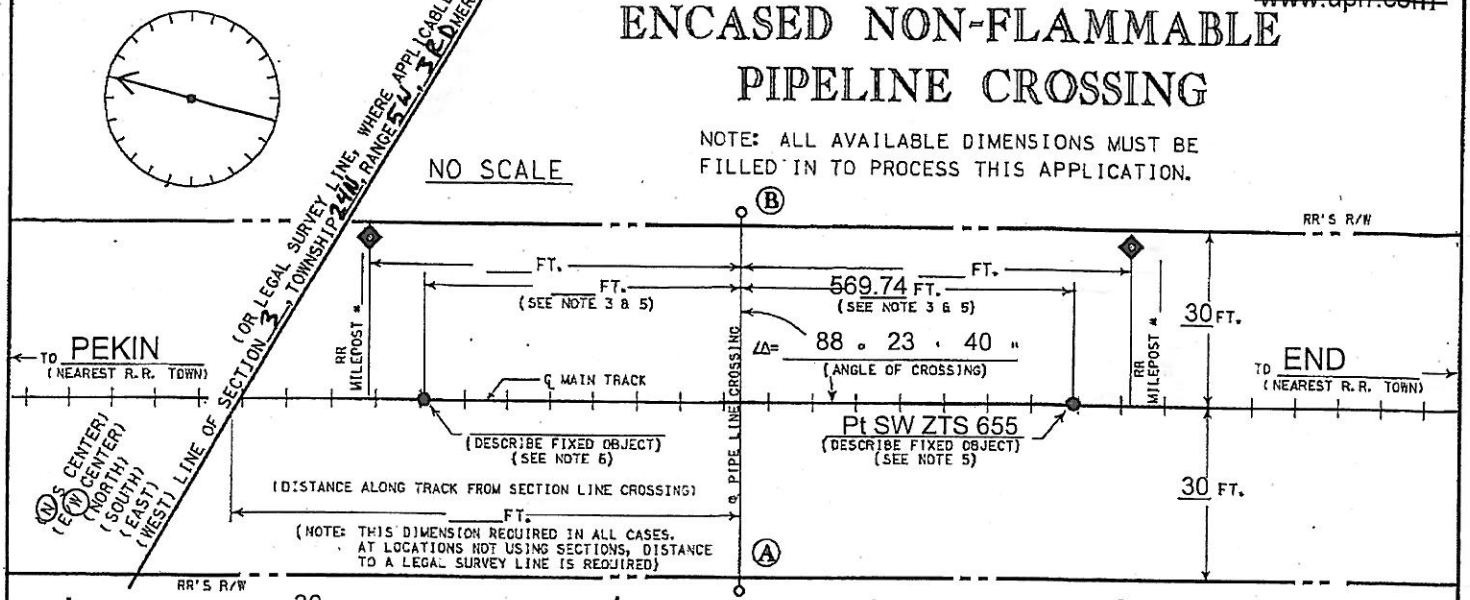
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

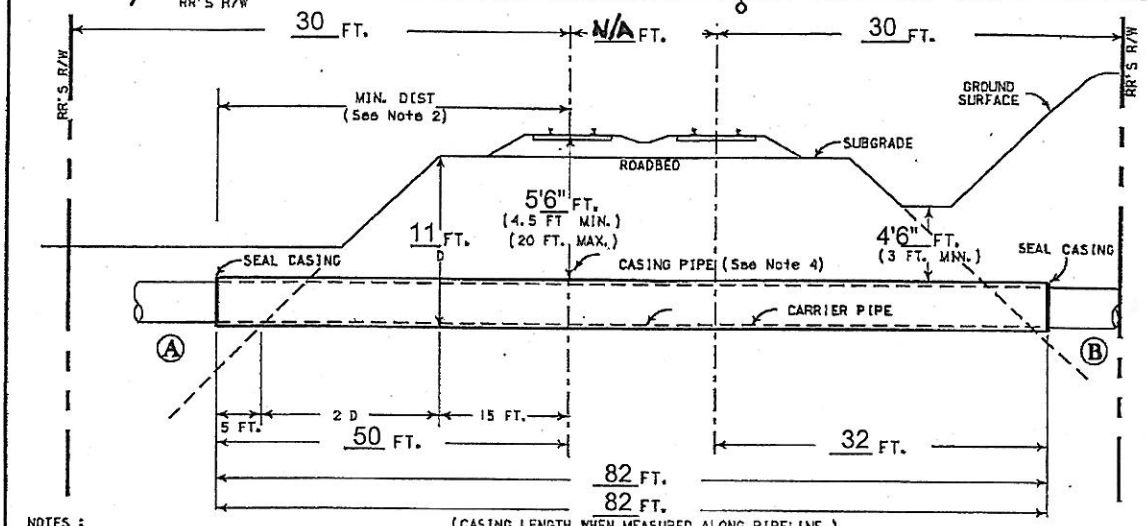
FORM DR-0404-B
REV. 5-15-98
~~www.uprr.com~~

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE





STEEL CASING WALL THICKNESS CHART

MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-28"
.5000"	1/2"	OVER 28"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\Delta \sin}$$

NOTES :
1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ℄ OF TRACK.
2) CASING TO EXTEND BEYOND THE ℄ OF TRACK AT RIGHT ANGLES THE GREATER OF 2D + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ℄ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ℄ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET ? ____ YES; ✓ NO;
B) IF YES, NAME OF STREET _____
D) DISTRIBUTION LINE ✓ OR TRANSMISSION LINE _____
C) CARRIER PIPE :
COMMODITY TO BE CONVEYED Treated Sewage
OPERATING PRESSURE Ambient PSI
WALL THICKNESS 4.18" ; DIAMETER ~~62"~~ 48" ; MATERIAL Ductile Iron ;
E) CASING PIPE :
WALL THICKNESS 0.625" ; DIAMETER 62" ; MATERIAL Steel ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
✓ DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
____ TUNNEL ; OTHER _____
G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ✓ YES; ____ NO;
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 32 (30' MIN.)
~~I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ____ DOES ; ____ DOES NOT ; ____ EXIST IN VICINITY OF WORK TO BE PERFORMED . TICKET NO. _____~~

EXHIBIT "A"

(FOR RAILROAD USE ONLY)
Tazewell & Peoria Railroad Co.
~~UNION PACIFIC RAILROAD CO.~~

(SUBDIVISION)

M. P 0.31 E. S. _____

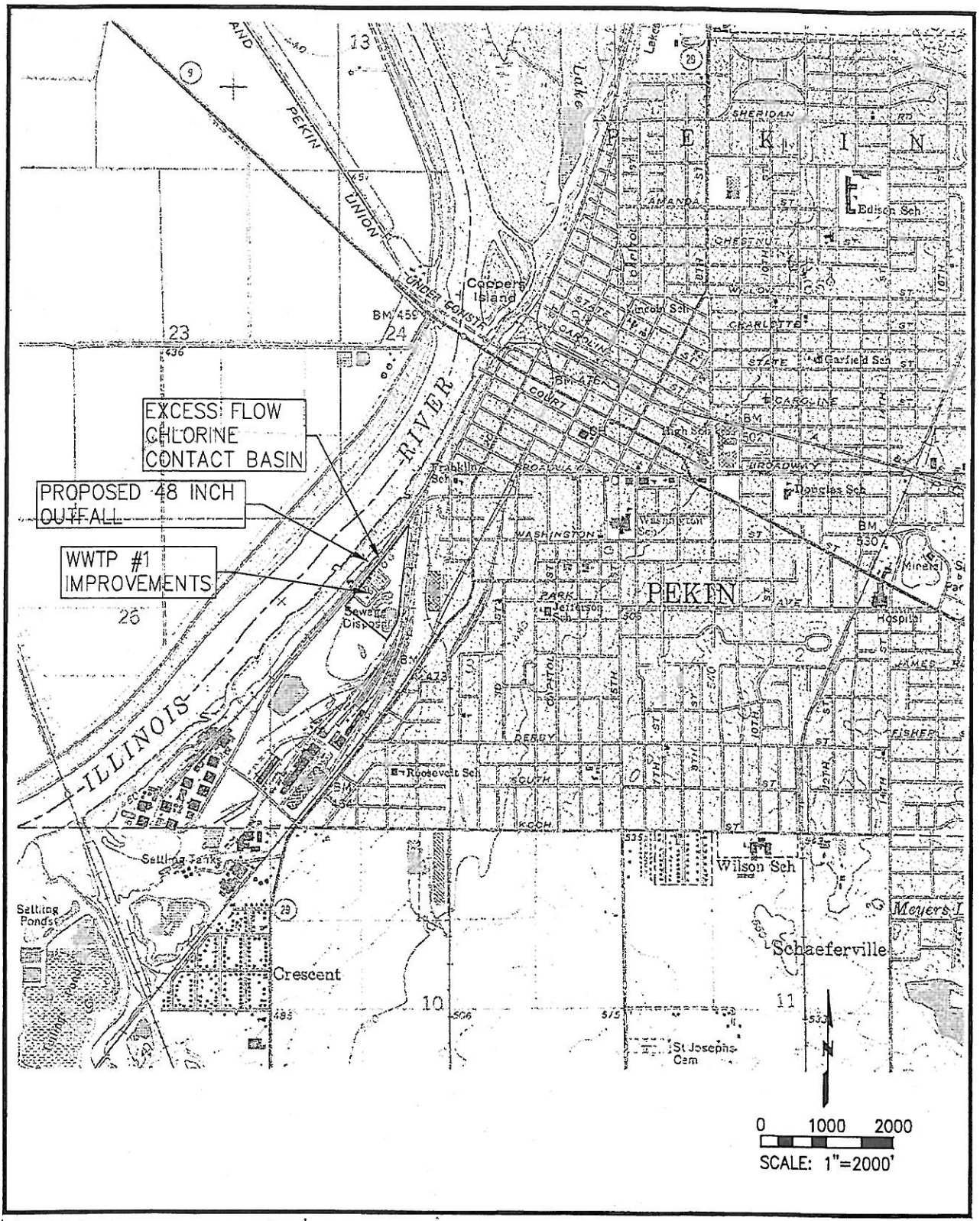
ENCASED _____ CROSSING AT
PEKIN (NEAREST CITY) TAZEWELL (COUNTY) IL (STATE)

CITY OF PEKIN, WWTP
(APPLICANT)

RR FILE NO. _____ DATE _____

WARNING

~~IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE # 1-800-336-9193~~



Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax

CITY OF PEKIN
PEKIN, ILLINOIS

WWTP #1 PROPOSED 48 INCH OUTFALL
TO THE ILLINOIS RIVER
PROJECT LOCATION PLAN USGS

Project No:0100440.00
Book No:
Drawn by: MAL
Reviewed:
Date: 01-17-11

FIGURE 1

mlewis | P:\city of pekin\2010\0100440.00-pekin phase 2 improvements\report\48 INCH OUTFALL.DWG | DATE: 01/17/2011 | Time: 10:38 |

XRef Files: ..\00/1195-pe base | ..\00/1195.00-xa main floor plan | ..\00/1195-c2 proposed site grading | ..\xr-10pe-0100440-base | ..\xr5p-0100440-plan | ..\xr-9pe-0100440-base | ..\xrp-0100440 | ..\0100440 pekin stp existing base2 | ..\residuals | ..\xr-site benchmarks | ..\0071195-s28 generator plan | ..\xr-0100440-excessflow | ..\xr-building | ..\aeration basin |
| mlewis | P:\city of pekin\2010\0100440.00-pekin phase 2 improvements\dwg\0100440-PROPOSED CORP OF ENG TO RIVER.DWG | DATE: 01/17/2011 | Time: 10:38 |

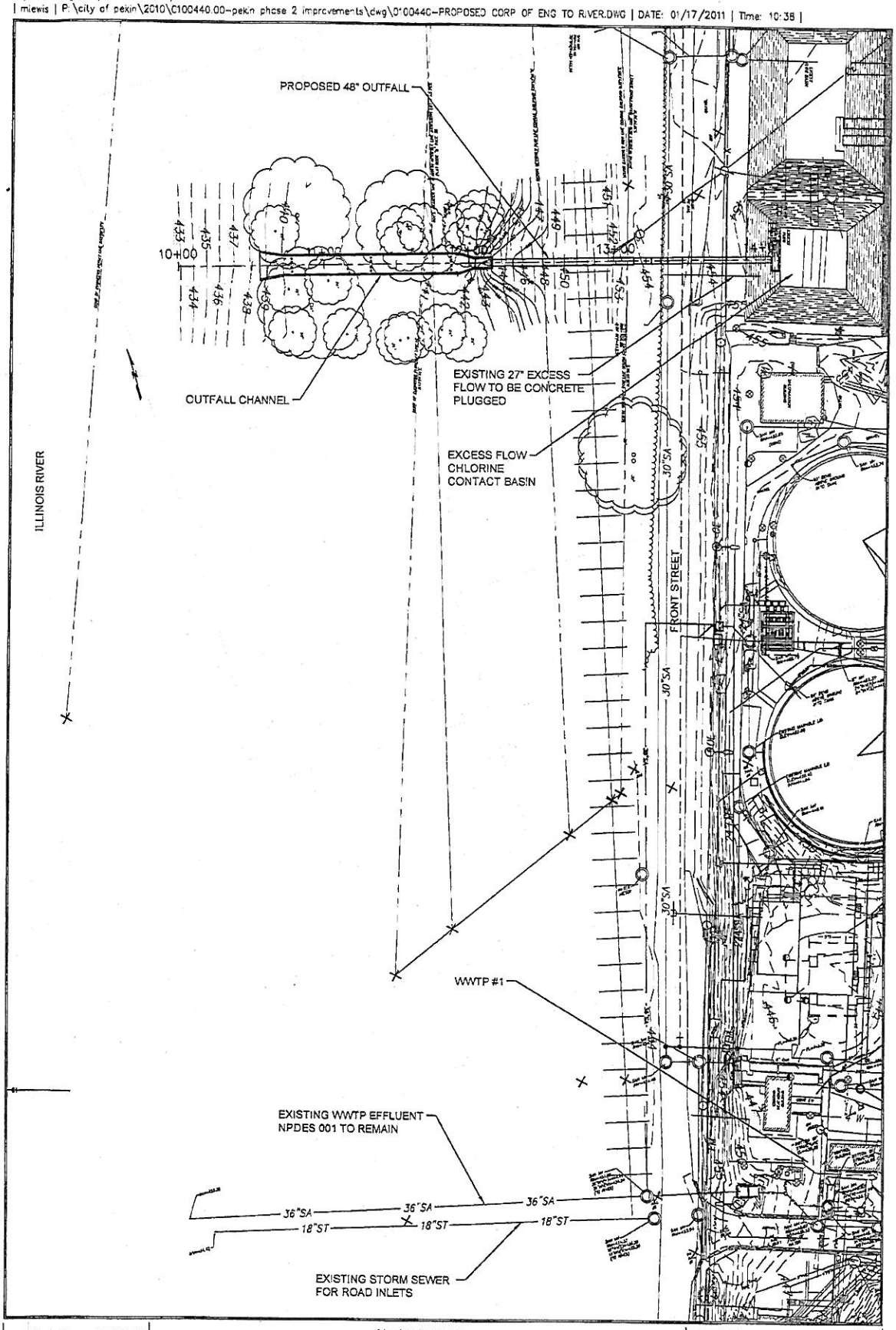


FIGURE 2

Project No:	0100440.00
Book No:	PE0-59
Drawn by:	BHA/MAL
Reviewed:	PJS/BHA
Date:	01-17-11

CITY OF PEKIN
PEKIN, ILLINOIS

WWTP #1 PROPOSED 48 INCH OUTFALL SEWER
& EXISTING 36 INCH OUTFALL SEWER

Farnsworth GROUP
200 W. COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / (309) 663-8862 Fax