



REGULAR COUNCIL MEETING MONDAY, APRIL 28, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting April 14, 2014.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Police Department March Report, Traffic Safety Committee Minutes April 4, 2014, Tazewell County Animal Control March Report		
7.2 Proclamations: "Comcast Cares" April 26, 2014 "National Youth Week" May 1 – May 7, 2013 "Municipal Clerks Week" May 4-10, 2014 "Public Safety Month" May 2014 "Dragon Pride Week" April 27-May 3, 2014 "Day of Action Preparedness" April 30, 2014 "Motorcycle Awareness Month" May 2014 "AMBUCS Charity Auction Day" May 2, 2014 "National Travel and Tourism Week" May 3-11, 2014		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Pekin High School Art Project Presentation by the Human Rights Committee		
9.0 NEW BUSINESS		
9.1 Engineering Agreement with Midwest Engineering DESCRIPTION: Agreement to prepare construction drawings and bid specifications for the repair work on Broadway at two locations, Veterans and between 8 th Street and Court Street. ACTION: Motion to approve the agreement in the amount of \$11,000.00. VOTE REQUIRED	JW	3

9.2 Ordinance No. 1462-A333-13/14 – Amending Title 8, Chapter 4, Section 3. F of the Traffic Code of the City of Pekin 1995 Regarding Handicapped Spaces DESCRIPTION: Traffic Safety Committee recommendation to amend the list of spaces designated as ADA-accessible parking intended for Rotary Park. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JW	2
9.3 Modular Office Wastewater Treatment Plant DESCRIPTION: To award the sales contract for the purchase and construction of the Wastewater Treatment Plant office. ACTION: Motion to approve the bid in the amount of \$82,940.00 and award the contract to Modular Solutions. VOTE REQUIRED	JW	3
9.4 Assets Collection Streets and Signage Agreement DESCRIPTION: To award the contract for collection and assessment of City street infrastructure. ACTION: Motion to approve the bid in the amount of \$90,117.00 and award the contract to Cartegraph. VOTE REQUIRED	JW	3
9.5 Discussion Pay increase of 1.8% for unrepresented City Employees based on performance evaluation.		
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Five Minute Public Comments 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (2.) Collective Bargaining (1.) Personnel and (6.) Lease of Property		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW Joseph Wuellner City Manager

Column 2 Key:

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

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

ON MONDAY, APRIL 14, 2014 AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA * MAYOR * PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, MCCABE, GILLESPIE, GOLDEN, ORRICK,
HENDRICKS AND BARRA,**

ABSENT: NONE

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

Roll was called. All members were physically present. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Hendricks, seconded by Council Member Abel that the **minutes of the Regular City Council Meeting of March 24, 2014 and the Budget Work Session of March 18, 2014 be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Keith Gleason, 905 Bacon Street, Teamsters Local Union No 627 President, spoke in favor of the garbage tax assessment. He stated with the budget constraints there was a need to raise revenue to provide all the services the public relied on. The employees deserved it. He asked Council to pass New Business item 9.1, amending the Code to establish a \$12.00 fee.

Gary Tinervin, 2209 Sierra Drive, spoke in support of the garbage fee, stating he did not mind paying for the service he gets.

Greg Ranney, 2102 Sierra Drive, told the Council he hoped the garbage fee, which had been recommended for 6-8 years, would pass to cover the \$1.6 million operation. He encouraged the City to take the time to implement the fee in a fair way. He expressed he would like to see the expense covered on the tax bill.

Sally Johnson, 1503 N. 13th Street, felt the Council meeting agendas should be made available to the public sooner than the meeting. Mayor Barra asked that the City Clerk explain that the Council is given the agenda and Council packet of materials 7 days prior to the meetings and to the public had access 5 days in advance on the website and in hard copy at City Hall. Ms. Johnson also spoke in opposition to 3% employee raises, and felt the "ring-road should be put on hold.

Sara VanDuker, 13467 Walnut Street, Manito and 25 City workers, stated she had no problem with the \$12.00 fee and wished that was all she had to pay for garbage collection.

Doug Arrowsmith, 1510 South 6th St., spoke of the continuous years that the Council lowered the tax rate or kept the rate flat since solid waste collection was implemented in-house as the reason that the City was in the situation of not balancing a budget at this time without a fee. He spoke in support of a \$12.00 garbage fee.

Pamala Pichon, 1100 South 5th Street, spoke in support of the garbage fee and the collection service provided by excellent employees who take pride in what they do.

CONSENT AGENDA

Motion by Council Member Golden, seconded by Council Member Orrick that the **CONSENT AGENDA be approved as presented**. The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports: Building Department March Report
7.2 Proclamation: “National Telecommunications Week” April 13-19, 2014 “Supportive Living Week” April 21-27, 2014 “Stand Against Racism” April 25, 2014 “Student Success at PCHS Week” April 21-25, 2014

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

The Hearing was opened by Mayor Barra at 5:46 p.m. for the purpose of receiving comments on the **FISCAL YEAR BUDGET MAY 1, 2014 THROUGH APRIL 30, 2015.**

Ann Witzig, 11501 Antioch, Tremont, questioned the Council on the payment of Anytime Fitness listed as an expense in the Budget. Mrs. Witzig was told that the membership was part of the City Wellness Program offered to employees.

Keith Gleason asked Council to receive comments, take another look at the Budge and make sure it was not being balanced on the backs of the City employees by asking for increased health premiums.

Gary Tinervin, 2209 Sierra Drive, commented on the coincidence of the Budget deficit being \$1.6 and the Garbage operations costing \$1.6 million. He also noted that 70% of the Budget being personnel expense was a lot. He questioned if contracting for the solid waste collection was reviewed and was told that last year comparisons showed a savings of \$200,000 for in-house service.

Jim Mangan, 1200 Parkway Drive, addressed the Budget. He stated he provided data from City reports to the Council that proved the garbage fee was not necessary if his suggestions to reduce excess personnel in the fire department had not been ignored. He urged Council to postpone the vote on the Budget in order to evaluate the \$1.3 million savings suggested by bringing the fire department in line with the actual operation.

No other comments were heard. Mayor Barra thanked the staff for the time spent in submitting a responsible Budget. The Hearing was closed at 6:00 p.m.

NEW BUSINESS

ORDINANCE NO. 2698-13/14 **AMENDING TITLE 5, CHAPTER 2, ARTICLE A.** **OF THE CODE OF THE CITY OF PEKIN 1995** **REGARDING GARBAGE, REFUSE, AND LITTERING**

Motion by Council Member Gillespie, seconded by Council Member Abel that Ordinance No. **2698-13/14** be adopted. City Manager Joseph Wuellner recommended the amendment establishing a fee for the City to provide residential garbage collection and maintaining collection service of garbage, yard waste, recyclables and refuse. Mr. Wuellner stated the fee would generate the \$1.6 million revenue to offset the operational costs. Council Member Golden opposed the fee. He had suggested to consider providing service to unincorporated areas of Pekin. The City Manager responded that expanded service would not be cost effective and would require additional equipment and man power. Member Golden expressed opposition to a flat fee. Council Member Gillespie spoke in support of the implementation a fee. He felt that a change for the service, recommended by staff for years, was not unreasonable at \$12.00. Council Member Orrick questioned some of the details and new \$20 fee for pickup of larger furniture and appliances items. He read a request of from a resident that the City consider other options to the imposed fee such as inclusion of the service in the levy. Council Member Abel felt the department could not continue to run without a revenue source. He stated he would be in favor of the expense being included in the levy. Council Member McCabe reported on the research he had conducted himself with comparable municipalities regarding the collection of solid waste. He spoke in support of the \$12.00 service fee. Council Member Hendricks felt it was difficult decision with the recommendation presented. He felt there was a need for a fairer implementation and a need to consider hardship. He stated he could not support the ordinance. Mayor Barra agreed the fairest way to pay for the service was through the property tax. She would support the \$12.00 fee. On roll call vote, Ayes, Gillespie, McCabe, Abel, Barra; Nays, Golden, Orrick, Hendricks. Motion Carried.

RESOLUTION NO. 97-13/14

ADOPTING THE FISCAL YEAR BUDGET MAY 1, 2014 THROUGH APRIL 30, 2015

Motion by Council Member Gillespie, seconded by Council Member Orrick that Resolution No. 97-13/14 be adopted. City Manager Joseph Wuellner presented the proposed budget with his recommendation to balance the deficit of \$1.6 million with the approved implementation of the garbage fee. Also included was the transfer of \$710,000 from the Bus Fund to the General Fund which would provide funding to reinstate some of the critical road and infrastructure projects. Council Member Golden questioned why money could be transferred from the Bus Fund but he was told previously when suggesting a transfer of funds it was not allowed under general accounting procedures. Golden Member Golden questioned the Manager on several topics he related to his decision on the Budget regarding reserves of fund balances, policy of vehicle maintenance account as an on going expense, 70% of budget being personnel expense. The Council Member questioned the accountability for the funds that were reportedly budgeted for 20 years totaling \$800,000 for a 1995 Accessibly Plan for wheel chair ramp projects. He commented that Council could not ask taxpayers to pay fees to balance a budget without history of accountability. Mayor Barra asked that Community Development Director Pamela Anderson examine budget years of HUD and related federal funds and report back to Council. Council Member Orrick commented on 3% increases to salaries costing \$425,000.00. He suggested reducing the budget with wage freeze. He questioned what the City was doing to curtail workers comp cases. Council member Gillespie stated that collective bargaining agreements dictate most if the 3% and an attempt to reduce that typically had an arbitrator rule on the side of labor. Council Member Abel spoke in support of budgeting funds to get the streets back in shape. Council Member McCabe questioned is the ISO rating would be affected in reducing the fire department. Council Member Hendricks stated he had nothing to add but would be voting no on the budget. Mayor Barra commented that only 15 cents on the dollar of the tax bill goes to the City. The approximate \$642,000 received does not cover unanticipated expenses such as last year's flooding, tornado damage, and snow events. On roll call vote, Ayes, Gillespie, McCabe, Abel, Barra; Nays, Golden, Orrick, Hendricks. Motion Carrie

RESOLUTION NO. 98-13/14

RESOLUTION IN SUPPORT ON THE EXTENSION OF AN ENTERPRISE ZONE

Motion by Council Member McCabe, seconded by Council Member Hendricks that Resolution No. 98-13/14 be adopted. City Manager Joseph Wuellner told the Council the resolution represented the City of Pekin's written support for the continuation of the Pekin Area Enterprise Zone. the City of Pekin, East Peoria, Washington, Morton Tremont, Germantown Hills, and Tazewell County, The resolution provided for the approval of an amount not to exceed \$25,0000.00, the City's zone boundary portion, for defining Local Labor Market Area, a qualified state application criteria, by Economic Development Resources, LLC. On roll call vote, all present voted Aye.

RESOLUTION NO. 99-13/14

MOTOR FUEL TAX RESOLUTION FOR ANNUAL GENERAL MAINTENANCE OPERATIONS

Motion by Council Member Abel, seconded by Council Member Gillespie that Resolution No. 99-13/14 be adopted. Council was informed that the resolution appropriated MFT Funds in the amount of \$487,000.00 for the estimate of costs of various street department budgeted operations. Items included lights, signals, tree removal, salt for plowing and street materials. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Hendricks that the **AGREEMENT WITH ILLINOIS CENTRAL RAILROAD COMPANY be approved.** Council was advised that the agreement allowed the City to petition the Illinois Commerce Commission to allow for the relocation and widening of the existing crossing at VFW Road /Veterans Drive. The improvement would include the necessary safety devices required by the ICC. It was recommended to approve pending the final cost from the ICRR doing business as Canadian National Railroad be incorporated as to not delay the schedule needed to petition the ICC. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Police Chief Nelson urged drivers to be cautious of motorcycles as the weather gets nicer. Fire Chief Kurt Nelson alerted the public to check and replace smoke detectors and carbon monoxide detectors. City engineer Michael Guerra advised for safety and visibility reasons, VFW would be closing from the intersection of IL 29 to 5th Street as construction work of Veterans Drive resumes next week. Council Member McCabe promoted the excellence achieved by the student participating in the Destination

Imagination competition. He included bicycle riders in the warning to motorists to be aware. Council Member Gillespie thanked the employees that showed interest in the decisions that Council made on the garbage fee and budget by attending the meetings. Council Member Orrick questioned if cycle motorists were also ticketed for violations of the noise ordinance. He read a citizen's comments to him that everyone would like a job such as the City workers that produced a 3% raise every year. They felt the City should tighten its belt in expenses instead. Council Member Orrick then made a motion to add to the next Council Agenda a policy that people not covered by a contract instead of receiving a 3% raise, receive 1.8% based on performance. He clarified that he was suggesting a 1 year policy. The City Manager responded to Council Member Golden's previous week question of an issue of a waterline. Council Member Golden was told that the newspaper ad for the police department was not that officers were needed but the notice was required to update the eligibility list. The Police Chief also reported to the Council Member that the department had a Cops-for-Kids Program.

The following public members addressed the Council:

Christine Shock, 2507 Cherry Lane,

Shannon Cox, 649 South 11th Street announced the Art Market at the Riverfront, May 31st through the summer.

Sharon Garlish, 39 Circle Drive, Central Illinois Health Care Association (CIHCA) distributed an announcement for Environmental Value of Clean Energy forum on April 16, 2014, at the Peoria Labor Temple. Nathan Ujinski, 1204 South 18th Street thanked the Council for their time and consideration for solutions to the budget shortfall.

Ann Witzig stated she was disappointed that as a landlord she was responsible for payment of a garbage fee when often her rental properties are vacant.

Jim Mangan, 1200 Parkway Drive, stated that Council Member McCabe accepted answers from the Fire Chief without verifying they were correct and that he had been shown a greater work load than the data presented.

EXECUTIVE SESSION

Motion by Council Member Orrick, seconded by Council Member Gillespie that the Council move to Executive Session at 7:50 p.m. to discuss 65 ILCS 120/2 (c) (2.) Collective Bargaining and (6.) Lease of Municipally Owned Property and (1.) Personnel be approved. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member Orrick, seconded by Council Member Gillespie that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 8:20 P.M.

Sue E. McMillan

City Clerk

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MARCH 2014**

	MAR 2013	FEB 2014	MAR 2014
TRAFFIC TICKETS	400	317	411
WARNING TICKETS	180	74	101
OFFENSES	404	382	380
ARRESTS	228	208	155
PARKING TICKETS	126	456	167
STOPS	1462	861	1229

CITY ORDINANCE TICKETS FOR MARCH 2014

NUMBER OF TICKETS WRITTEN 57
NUMBER OF TICKETS PAID OVER THE COUNTER 18
FINES COLLECTED OVER THE COUNTER \$2650

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
April 4, 2014 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Bob Shaw, Ron Mayeur, Will Taylor, Mike Guerra. Also present: Bill Scarcliff, Jim Kaminski, Tisha Watkins, Donna Williams, Jim Cooney.

The meeting was called to order at 8:30

Approval of Agenda – Joe, seconded by Kurt

Approval of Minutes of meeting of March 7, 2014- Greg, seconded by Kurt

Old Business:

None

New Business:

1. *Designated Handicapped Space- Rotary Park*
After a discussion about placement of a handicapped parking space along street to meet government requirements, it was determined the best placement would be on the west side of driveway in front of the shelter on State Street.
Ron motioned to make a recommendation to City Council to designate west side of driveway on north side of State St. Mike seconded. All in favor.
2. *Parking Restriction Request – N. 11th St @ Sheridan*
Donna Williams – 1511 N 11th- brought forth concerns with parking along 11th St and Sheridan. This is especially troublesome during rush hour. Because of cars parking on street the traffic is down to one lane at times.
Kurt Nelson motioned to table this until after the joint meeting with the city council. Bill seconded the motion. All in favor.
3. *Parking Restriction Request – Hillyer St @ S. 6th St.*
Will received complaint from resident of cars blocking her driveway when children are being dropped off and/or picked up from school.
Will motioned to handle the situation with enforcement of no parking in front of driveways violations. Kurt seconded. All in favor.
4. *Parking Concern – Orr and Gunion*
On street parking is not restricted but when cars are parked on the street traffic can't get through.
Will motioned to table this until after the joint meeting with the city council. Joe seconded. All in favor
5. *Tree – Caroline & Second St*
Will brought attention to the large Spruce tree on the corner of Caroline and Second St. The tree obstructs vision and cars must be past the stop sign in order to see past it. The obstruction code in zoning states 25' from corner must be free of obstructions that would hinder view.
Joe motioned for a letter to be sent to homeowner with a copy of the code. Will seconded. All in favor.

Around the Table

Jim Cooney- 1309 Ann Eliza -brought forth parking concerns he has with the 1200 and 1300 block of Ann Eliza. School busses and rescue trucks are not able to get through street because of cars parked there. We will reconsider this after the joint meeting with the city council. Jim Cooney also has concerns with speeding along this stretch of street. Chief Greg Nelson suggested extra patrol be set up and Deputy Chief Kaminski will follow up with Jim about this.

Mike discussed upcoming Veterans Dr restrictions over the next two years which may include several road closures.

Will brought up issues of faded street signs. Bob Shaw suggested calling the street department and getting a list started with Brinda Cheek.

Ron asked about possible striping on roadway between Royal and 10th street to indicate the curb. This area is now private property. He also discussed a large 30' long sink hole in street on 6th St by Sadlers.

Respectfully Submitted,
Tisha Watkins

NEXT REGULAR MEETING May 2nd @ 8:30 A.M.



Traffic Safety Committee

April 8, 2014

Al Hammond
201 Caroline
Pekin, IL 61554

Dear Mr. Hammond:

This letter is to inform you of the action taken by the Traffic Safety Committee in response to a concern regarding the tree in your yard that is obstructing the line of sight of motorists who are westbound on Caroline Street crossing at Second Street. Please see the section of the city code below that addresses this matter:

9-10-11: VISION OBSTRUCTION: No fence, wall, shrubbery, sign or other obstruction to vision above a height or thirty inches (30") from the established street grades shall be permitted within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty five feet (25') from their point of intersection nor shall such obstruction to vision be permitted at the intersection of any driveway or alley and a street right-of-way line within a triangular area formed at such intersection by a straight line drawn between the driveway or alley line and the street right-of-way line at as distance along each line of fifteen feet (15') setback shall be required between the property line and the driveway or alley.

In order to be in compliance with this section of the City Code, the tree either needs to be trimmed or taken down so as to not obstruct the line of sight of motorists traveling in that location. Please contact us with specific guidance on complying with the City Code.

Thank you for your cooperation regarding this matter.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Ron Mayeur, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date:

Billing For Month of

March 2014

\$3,753.84

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between March 1, 2014 and March 31, 2014

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HOMER	City	301 N PARKWAY	3/5/2014	Dog	RAT TERRIER	A	15	140299
	HOMER	City	339 CATHERINE	3/4/2014	Cat	DSH	E	3	140290
	Hoyland	City	231 COOPER	3/5/2014	Cat	DSH			140293
	Hoyland	City	1515 SARA LANE	3/10/2014	Cat	DSH			140310
	HARMS	City	2406 TAZEWEEL	3/18/2014	Other	PYGMY GOAT	REL	8	140353
	HARMS	City	822 CATHERINE	3/31/2014	Dog	SHIHTZUE			140399
	HARMS	City	339 HERMAN	3/31/2014	Dog	PIT			140395
	HOMER	City	1210 BROADWAY	3/30/2014	Dog	GERM SHRT POIN			140393
	HARMS	City	1300 N 14TH	3/27/2014	Dog	LAB MIX	E	4	140389
	HOMER	City	404 S 3RD	3/26/2014	Dog	BOXADOR	REL	5	140388
	Hoyland	City	1006 IRENE	3/19/2014	Cat	DSH	E	12	140356
	HARMS	City	TAPS LANE	3/11/2014	Dog	ROTT MIX	REL	8	140321
	HARMS	City	617 S 12TH	3/15/2014	Dog	CORGI MIX	R	10	140342
	Hoyland	City	1200 BLK OF BLACK	3/14/2014	Dog	LAB			140340
	HARMS	City	1505 FENLEY	3/31/2014	Cat	DSH			140400
	Hoyland	City	1515 SARA LANE	3/13/2014	Cat	DLH	E	4	140335
	Hoyland	City	228 DERBY	3/19/2014	Dog	SHEP MIX	REL	13	140357

Total Dogs picked up in Pekin: 10

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 1

Animal Counts Brought in by Individuals between March 1, 2014 and March 31, 2014

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individua	City		612 S 11TH	3/31/2014	Dog	PIT			140397
Individua	City		219 KOCH	3/6/2014	Dog	PIT	E	8	140301
Individua	City		427 FAIRLANE	3/10/2014	Cat	DSH	E	4	140307
Individua	City		5TH AND VFW	3/11/2014	Dog	COCKER MIX	E	10	140316
Individua	City		14 POINT EAST CT	3/11/2014	Cat	DSH	E	10	140317
Individua	City		315 EDGEWOOD DR	3/15/2014	Cat	DSH	E	16	140343
Individua	County		13860 1ST	3/5/2014	Cat	DMH	E	9	140294
Individua	City		100 TAPS LANE	3/24/2014	Dog	BEAGLE/DACH	REL	8	140381
Owner R	City		405 CHARLOTTE	3/20/2014	Dog	PIT	E	1	140364
Owner R	City		216 RESEVIOR ST	3/13/2014	Cat	DSH	A	7	140333
Owner R	City		315 EDGEWOOD DR	3/17/2014	Cat	DMH	REL	7	140345
Owner R	City		1106 S 2ND ST	3/20/2014	Cat	DMH	REL	4	140359
Owner R	City		1106 S 2ND ST	3/20/2014	Cat	DMH	REL	4	140360
Owner R	City		1106 S 2ND ST	3/20/2014	Cat	SIAMESE MIX	REL	4	140361
Owner R	City		1106 S 2ND ST	3/20/2014	Cat	SIAMESE MIX	REL	4	140362
Owner R	City		1106 S 2ND	3/20/2014	Cat	SIAMESE MIX	REL	4	140362
Individua	City		EDGEWATER AND PARKWAY	3/18/2014	Dog	LONG HAIR CHI	REL	8	140350

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 10

Total Others picked up in Pekin: 0

WHEREAS, *The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

WHEREAS, *In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

WHEREAS, *The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

WHEREAS, *The Dragon Pride event is just such an opportunity; and*

NOW, THEREFORE, BE IT RESOLVED, *that I LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim the week of April 27th, 2014 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Wednesday, April 30th, 2014 from 6:00 to 8:00PM in the Hawkins gymnasium. The public is cordially invited to attend.

ADOPTED, *this 28th day of April, in the Year of Our Lord, Two Thousand and Fourteen.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, Comcast remains an active, committed and engaged member of the Pekin community as demonstrated by six years of Comcast Cares service in local communities;

WHEREAS, Comcast supports the core American value of volunteerism through partnerships, grants and volunteer activities that empowers individuals and organized communities; and

WHEREAS, Comcast Cares Day is a celebration of service, and signature celebration of service and has become the nation's largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission, and;

WHEREAS, Comcast is celebrating its 13th Comcast Cares Day, and has reached important milestones, including 3 million volunteer hours and half a million volunteers since Comcast Cares Day started in 2001.

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of 300 Comcast volunteers in the Pekin community

NOW, THEREFORE, I, Laurie Barra, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim April 26, 2014 as

“Comcast Cares Day”

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand Fourteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



PROCLAMATION

WHEREAS, April 30, 2014 is the Federal Emergency Management Agency's first national "Day of Action," which corresponds with FEMA's PrepareAthon campaign to encourage Americans across the nation to become better prepared for disaster; and

WHEREAS, The Central Illinois Public Information Officers are hosting a regional Emergency Preparedness Public Forum to raise awareness of the importance of emergency preparedness; and

WHEREAS, The Forum will be held at the Stoney Creek Inn on Thursday, May 1st from 6:00 - 7:30 p.m.; and

WHEREAS, First responders, emergency management representatives, the American Red Cross, and November 17th tornado survivors will participate in the forum by discussing important emergency preparedness steps for families and individuals; and

WHEREAS, Residents in the five county region of Peoria, Tazewell, Woodford, Marshall, and Stark are encouraged to attend the Emergency Preparedness Forum and begin taking steps to become better prepared for disaster.

NOW, THEREFORE, I, Laurie Barra, Mayor of the City of Pekin, on behalf of the City Council, do hereby recognize April 30, 2014 as the "Day of Action" and encourage citizens to attend the May 1st Emergency Preparedness Forum.

***WHEREAS**, the Benevolent and Protective Order of Elks has designated the week of May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and*

***WHEREAS**, Pekin Lodge #1271 will sponsor an observance during that week in tribute to the junior citizens of this community; and*

***WHEREAS**, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

***WHEREAS**, our Youth need the guidance, inspiration and encouragement which we alone can give in order to develop those qualities of character essential for future leadership; and go forth to serve America; and*

***WHEREAS**, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;*

***NOW, THEREFORE, BE IT RESOLVED**, that I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim the week of May 1st thru May 7th, 2014 to be*

"NATIONAL YOUTH WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance

***ADOPTED**, this 28th day of April, in the Year of Our Lord, Two Thousand and Fourteen.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, safety is the highest priority for the highways and streets of our city and state; and

WHEREAS, the great state of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a more common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education) continually promote motorcycle safety, education and awareness to high school drivers' education programs and to the general public in our city and state, presenting motorcycle awareness programs to over 100,000 participants in Illinois in the past four years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education and awareness and respect of the citizens of our city and state; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of the roadways within the City of Pekin, and throughout the great State of Illinois:

NOW, THEREFORE, BE IT RESOLVED that I, LAURIE L. BARRA, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of the 27 years of A.B.A.T.E. of Illinois, Inc. and the other 648,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the month of May, 2014, as

"MOTORCYCLE AWARENESS MONTH"

in the City of Pekin, Tazewell County, Illinois, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand Fourteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Proclamation

Municipal Clerks Week

May 4 - 10, 2014

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Laurie L. Barra, Mayor of the City of Pekin, do recognize the week of May 4 through May 10, 2014, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Sue E. McMillan and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 28th day of April, 2014

Laurie L. Barra, Mayor

Attest:

Sue E. McMillan, City Clerk

WHEREAS, in recognition of many years of unselfish human services by the many Pekin AMBUCS; and

WHEREAS, the partnership of the community and members of the AMBUCS Chapter of Pekin are working together living up to the principles of "Americanism, Brotherhood and Character" in their unselfish gifts of service to others;

WHEREAS, AMBUCS is a non-profit service organization dedicated to creating mobility and independence for people with disabilities and will be giving away their 100th AmTryke therapeutic tricycle at this year's auction; and

WHEREAS, AMBUCS have helped the Boys and Girls Club of Pekin, YWCA, and other local charities in the past and will continue that support in the future; and

WHEREAS, AMBUCS have helped the handicapped children through Illinois River Valley Special Recreational Association; and

WHEREAS, AMBUCS through Living Endowment, Inc. have been able to help thousands of students complete their education in a field of therapy by their national sponsorship of "Scholarships for Therapists"; and

NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim May 2, 2014, as

"AMBUCS CHARITY AUCTION DAY"

in the City of Pekin, Tazewell County, Illinois, to commemorate the activities of the Pekin Chapter of AMBUCS and urge all our citizens to support the Annual Charity Auction on Friday, May 2, 2014.

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand and Fourteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

**BUILDING SAFETY:
Maximizing Resilience, Minimizing Risks**



**BUILDING
SAFETY
MONTH**
MAY 2014

— INTERNATIONAL CODE COUNCIL —

Proclamation

Building Safety Month — May, 2014

Whereas, our City's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Building Safety: Maximizing Resilience, Minimizing Risks" the theme for Building Safety Month 2014, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2014 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Laurie L. Barra, Mayor of the City of Pekin, do hereby proclaim the month of May 2014 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signature



2014 PROCLAMATION

Whereas travel has a positive effect on Illinois and the nation's economic prosperity and image abroad, to business productivity and to individual travelers' well-being.

Whereas travel to and within the United States provides significant economic benefits for the nation, generating \$2.1 trillion in economic output in 2013, with \$887.9 billion spent directly by travelers.

Whereas travel is among the largest private-sector employers in the United States, supporting 14.9 million jobs in 2013, including 7.9 million directly in the travel industry and 7.0 million in other industries.

Whereas travelers' spending directly generated tax revenues of \$134 billion for federal, state and local governments, funds used to support essential services and programs.

Whereas Illinois in 2012 welcomed over 99 million domestic visitors, a 6.1 percent increase. This increase in tourism generated nearly \$31 billion for the state's economy. State and local tax revenues totaled more than \$2.3 billion due to tourism. The Illinois workforce also benefited from tourism, estimates indicate that the travel industry grew by roughly 1.9 percent in 2012. This was the second year in a row that Illinois' visitor numbers broke records and outpaced the national average of 5.4 percent.

Whereas international travel to the United States is the nation's No. 1 services export. In 2013, travel generated \$139.6 billion in exports, creating a \$53.3 billion trade surplus for the United States.

Whereas meetings, events and incentive travel are core business functions that help companies strengthen business performance – averaging a return on investment of \$621.4 billion in direct spending and \$91.9 billion in tax revenue for every dollar spent on corporate travel – align and educate employees and customers and reward business accomplishments.

Whereas leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships.

Whereas travel is a pillar of economic growth, creating jobs at a 19-percent faster rate than other sectors.

Now, therefore, I, Laurie L. Barra, do hereby proclaim May 3-11, 2014 as National Travel and Tourism Week in the City of Pekin, Tazewell County, Illinois, and urge the citizens of Pekin to join me in this special observance with appropriate events and commemorations.

Mayor



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Engineering Agreement with Midwest Engineering – Broadway Repairs

AGENDA DATE REQUESTED: April 28, 2014

ACTION REQUESTED: Approve the Agreement with Midwest Engineering to prepare construction drawings and bid specifications for the repair work on Broadway at two locations in the amount of \$11,000.

DESCRIPTION: Two areas of Broadway, one at Veterans and the other between 8th and Court Streets, need to be removed and replaced due to the deterioration of the pavement and base. Broadway at Veterans the eastbound Broadway to southbound Veterans turn lane has experienced base failure over the past several years. To repair this section will require complete removal and replacement of the existing pavement and base. The section of concrete pavement on Broadway between 8th and Court Streets has deteriorated to the point that patching is no longer an option and it needs to be removed and replaced. These locations have an average daily traffic count of 8,000 to 9,000 vehicles. Midwest Engineering will review the areas and provide the construction drawings and bid specifications to complete this work for both of these locations for \$11,000.

I recommend that this agreement be approved with Midwest Engineering in the amount of \$11,000 to complete the construction drawings and bid specifications so work can be completed this spring/summer.

FINANCIAL IMPACT: \$11,000

NEIGHBORHOOD CONCERNS: Improve the rough conditions of these two sections of roadway.

IMPACT IF APPROVED: Documents will be prepared by an engineering firm staffed to complete this type of work in a short time period.

IMPACT IF DENIED: Documents will be prepared as time allows.

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES
Department Director: Date:
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date: 4/14/14

April 11th, 2014

Mr. Joseph Wuellner
City Manager
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

RE: Broadway Road Pavement Replacement

Dear Joe:

Midwest Engineering Associates, Inc. (Midwest) is pleased to have the opportunity to assist the City of Pekin with the preparation of plans and bidding documents for the reconstruction of two separate sections of Broadway Road. The first section, Section A, is located between Court Street and 8th Street. The second section, Section B, is Broadway Road's eastbound right turn lane onto Veterans Drive. The improvements within the Section B may also extend into half of the eastbound through lane. Refer to Attached Exhibits A and B for the locations of the two sections.

BACKGROUND

To provide the aforementioned services, Midwest Engineering Associates proposes to perform the Scope of Work identified below. Please refer to Exhibit A for the topographical limits of the proposed improvements.

SCOPE OF WORK

1. Topographical Survey
Complete a topographical survey within the limits identified on Exhibit A. The topographical survey shall be based on the USGS datum.
2. Plans and Bidding Documents
Create construction documents consisting of plans, specifications/special provisions, and bidding documents. The plans and specifications/special provisions will be in accordance with the Illinois Department of Transportation's and the City of Pekin's current policies and standards. Depending on the funding source or sources for this project and the City's preference, the bidding documents may be prepared based on the Illinois Department of Transportation's or the City of Pekin's or the Engineers Joint Contract Documents Committee (EJCDC) criteria. The construction plans shall be created electronically using Microstation or AutoCAD.

All permits and all fees shall be the responsibility of the City and/or Contractor.

ADDITIONAL SERVICES

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

- Materials Testing
- Lighting Design

- Hydraulic Analysis and Design
- Construction Layout
- Construction Administration
- Geotechnical

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

FEES

Midwest Engineering Associates, Inc. proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee for the project will be approximately **\$11,000**.

SCHEDULE

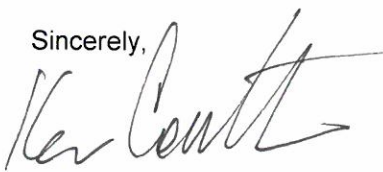
Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed.

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

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

We look forward to continuing to work with you, Mike, and the rest of your team at City of Pekin and sincerely appreciate the opportunity to continue to provide our professional services to the City.

Sincerely,



Kenneth M. Coulter, P.E., P.L.S.
Senior Project Manager

Responsible for Payment and Accepted by:

Signature: _____



Robert D. Culp
Senior Project Manager

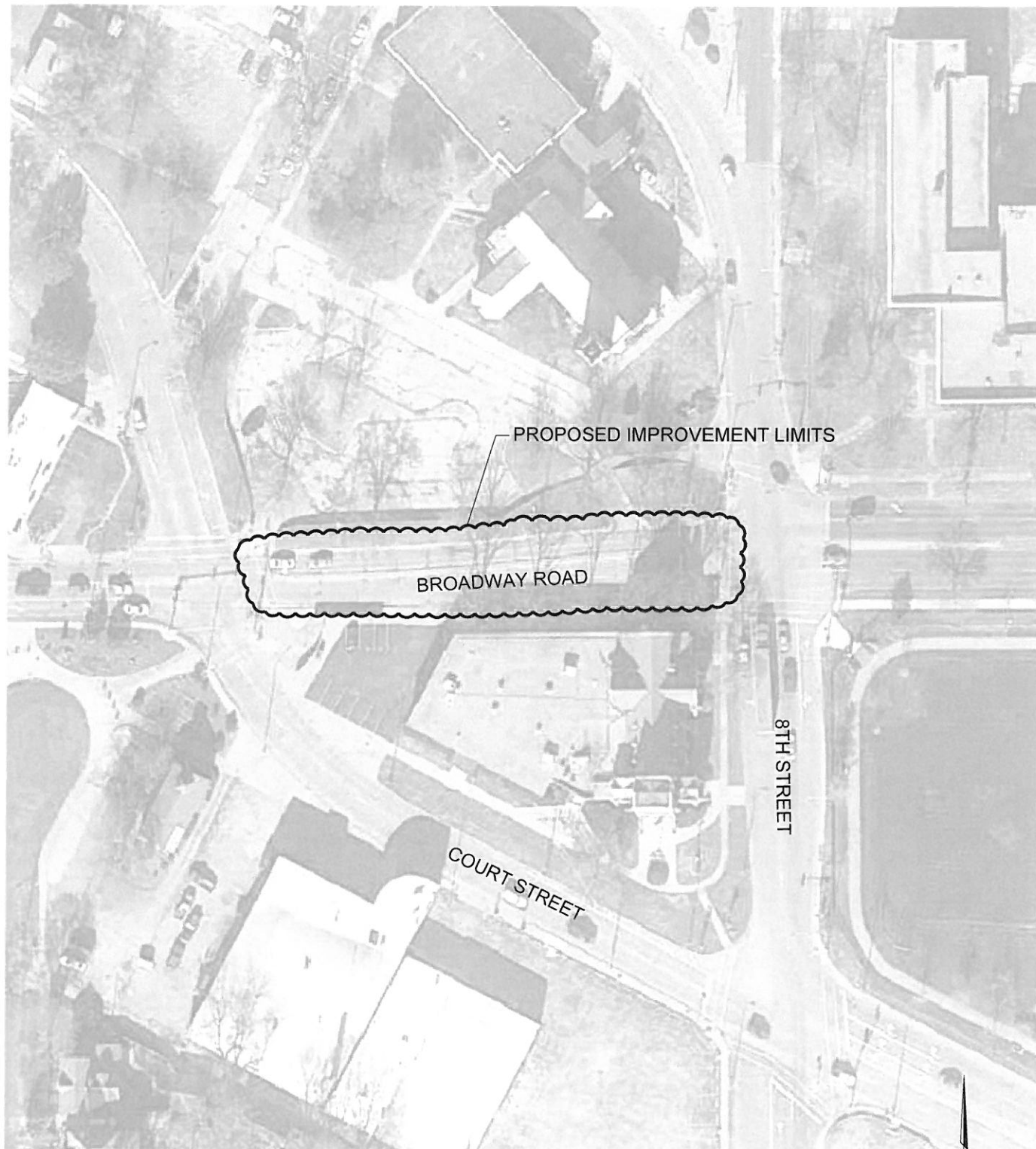
Name (please print): _____

Title (please print): _____

Attachments:

Exhibit A
Exhibit B
General Conditions of Service

Firm: _____



MW

Midwest Engineering

Associates, Inc.

100 N. Main Street, Suite 301
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No.
184-005896

BROADWAY ROAD
PAVEMENT REPLACEMENT
CITY OF PEKIN

Drawn : CJD 04/11/2014

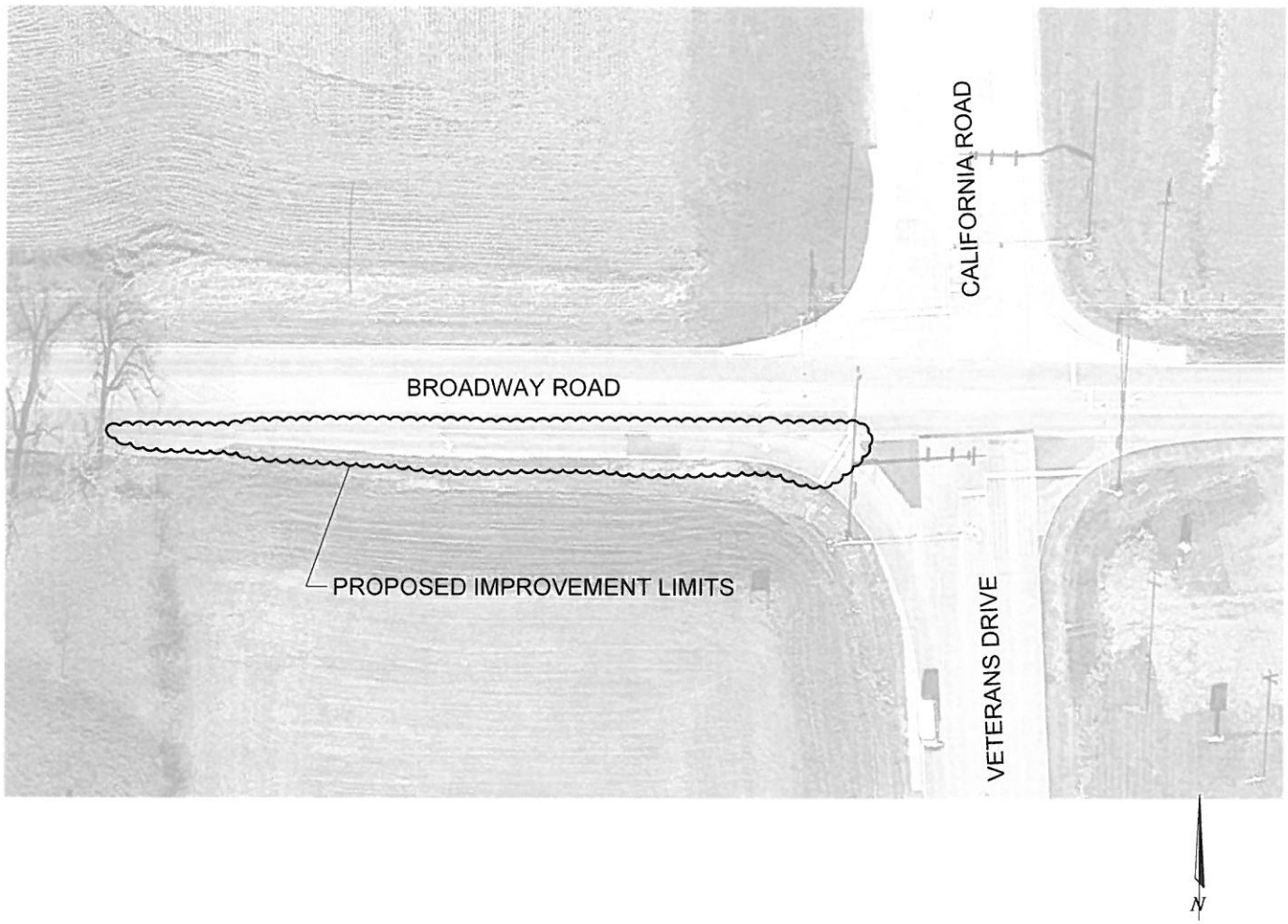
Checked: RDC 04/11/2014

Approved:

PROJECT
NUMBER

FIGURE
NUMBER

EXHIBIT A



MW
 Midwest Engineering
 Associates, Inc.

100 N. Main Street, Suite 301
 East Peoria, Illinois 61611
 309.222.8600
www.mweainc.com

IL Design Firm Reg. No.
 184-005896

BROADWAY ROAD
 PAVEMENT REPLACEMENT
 CITY OF PEKIN

Drawn : CJD 04/11/2014

Checked: RDC 04/11/2014

Approved:

PROJECT
 NUMBER

FIGURE
 NUMBER

EXHIBIT B



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

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

1. WARRANTY

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

2. RISK ALLOCATION

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

3. REUSE OF DOCUMENTS

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

4. PAYMENT

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



5. SUBCONTRACTING

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

6. TERMINATION

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

7. CONSTRUCTION RESPONSIBILITY

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

8. OPINIONS OF COST

- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

9. ATTORNEY'S FEES

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

10. COMPLIANCE WITH CODES AND STANDARDS

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

11. STANDARD OF CARE

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



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

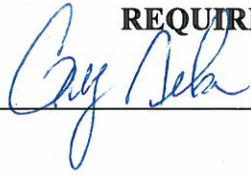
CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Amend Traffic Code Regarding Handicapped Parking Areas
AGENDA DATE REQUESTED:	April 28, 2014
ACTION REQUESTED:	Designate on-street handicapped stall on the north side of State Street just west of the driveway leading in front of the shelter on State St.
BACKGROUND:	The Pekin Park Dist. approached the Traffic Safety Committee with a request to have an on street handicapped parking space designated for Rotary Park. The committee and the Park District decided the logical place for this space would be near the driveway going up to the shelter.
FINANCIAL IMPACT:	One sign at a cost of up to \$200.
NEIGHBORHOOD CONCERNS:	No significant concerns.
IMPACT IF APPROVED:	Would allow ADA parking for Rotary Park.
IMPACT IF DENIED:	There will be no ADA-accessible parking near Rotary Park.
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	[check no more than 2 boxes] ☐ A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs. ☒ A Safe Community. To protect community life and property by providing effective, principled Police and Fire services. ☐ A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure. ☐ A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents. ☐ An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director



4.7.2014

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A333 - 13/14

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES**

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

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

WHEREAS, the Traffic Safety Committee reviewed the request of the Pekin Park District for placement of a handicapped parking space along the Street at Rotary Park to meet government requirements at the meeting of April 4, 2014; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider designating on-street handicapped spaces on the west side of the driveway in front of the Rotary Park shelter, 1115 State Street; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois to adjust the Code to reflect the current handicapped space signs that are in place in town; and

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

1. That Title 8, Chapter 4, Section 3. F. be amended by adding the following designated Handicapped Spaces:

Control	On Street	At or From	To	Direction	Location
Handicapped	State Street	Rotary Park Shelter	1115 State St	West	1st space west of driveway

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2014 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2014

Mayor

ATTEST:

City Clerk

HENRIETTA ST

N 11TH ST

N 12TH ST

STATE ST

N



D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.

E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.

F. The following areas are designated as handicapped parking areas:

(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
(Ord No. 1462-A289 12-22-08) (Ord No. 1462-A320 11-26-12) (Ord. No. 1462-A332 03-24-14)
(Ord. No. 1462-A333 04-28-14)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Court Street	S. Capitol Street	S. Fourth Street	East	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	3rd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East	Side 19 th St 1 space
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	State Street	Rotary Park Shelter	1115 State St	West	1 st space west of driveway
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: **SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES:** It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: **UNATTENDED VEHICLES:** No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the

before

- D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.
- E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.
- F. The following areas are designated as handicapped parking areas:
(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
(Ord No. 1462-A289 12-22-08) (Ord No. 1462-A320 11-26-12) (Ord. No. 1462-A332 03-24-14)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Court Street	S. Capitol Street	S. Fourth Street	East	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	3rd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East Side	19 th St 1 space
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES: It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: UNATTENDED VEHICLES: No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake and when



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agreement of Sale with Innovative Modular Solutions

AGENDA DATE REQUESTED: April 28, 2014

ACTION REQUESTED: To Award the Agreement of Sale to Innovative Modular Solutions for the Wastewater Treatment Plant Office

DESCRIPTION: This agreement will allow for the manufacture and installation of a new office for the wastewater treatment plant. This will replace the existing office that was damaged during last year's flood at the treatment plant. During the recovery, the remainder of the existing plant was evaluated to determine the best utilization of insurance and FEMA money to reduce disruption to the plant during floods. It was decided that relocating the office to the north side of the plant and above the flood elevation would provide the most benefit. Therefore the only work performed on the existing office was to provide the basic functions instead of restoring the office to pre-disaster state. This allowed the use of the money from the remainder of the insurance and FEMA claim to offset the cost of this office.

This agreement allows for the design, manufacture and installation of a 24x30 modular office to be constructed on the north side of the treatment plant. The city sought proposals for this office and received four responses. Innovative Modular Solutions provided the most cost effective qualified proposal. This agreement will allow them to start the design process for the building and foundation.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$82,940.00 of wastewater funds that will be offset from money received from the insurance claim and FEMA disaster claim

NEIGHBORHOOD CONCERNS: none

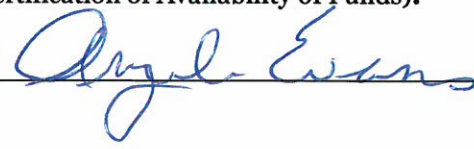
IMPACT IF APPROVED: The office will be installed for the treatment plant

IMPACT IF DENIED: Additional work will need to be performed to the existing office to restore it for office and lab use.

ALTERNATIVES: None

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	4/21/14
Finance Department (Certification of Availability of Funds):	
Date:	4-21-14 
Corporation Counsel:	
Date:	
City Manager:	
Date:	4/21/14 



Proposal and Agreement of Sale

Sale Agreement #: **TBD**

Customer Name: **Pekin Public Works**

Sale Agreement Date: **04/21/2014**

**Innovative Modular Solutions, Inc. – 297 E South Frontage Road, Unit B – Bolingbrook, Illinois 60440
Telephone: 630-972-0500 -- Fax: 630-972-0555**

Innovative Modular Solutions, Inc., an Illinois corporation (IMS) hereinafter referred to as "Seller", hereby submits for acceptance by:

Customer Billing Address:

Customer Name: City of Pekin – Public Works
Address: 111 South Capitol Street
City, State, Zip: Pekin, IL 61554
Customer Contact: Mike Guerra
Phone: 309-478-5348

The Equipment will be located at:

Customer Name: City of Pekin – Public Works
Address: 606 South Front Street
City, State, Zip: Pekin, IL 61554
Site Contact: Mike Guerra
Phone: 309-478-5348

hereinafter referred to as "Buyer", the following proposal to furnish the services and equipment described below for the prices indicated:

SCHEDULE OF VALUES:

I. ONE-TIME CHARGES:

Item	Quantity	Unit	Rate	Extension
Delivery	1	Lump Sum	2,590.00	\$2,590.00
Installation	1	Lump Sum	10,525.00	\$10,525.00
Foundations	1	Lump Sum	4,101.00	\$4,101.00
SUBTOTAL ONE-TIME CHARGES				\$17,216.00

II. MODULAR BUILDING CHARGES:

Unit #'s	Size	Serial #'s	Sale Price
TBD	24' x 30'	TBD	\$65,724.00
SUBTOTAL MODULAR BUILDING CHARGES (excluding Taxes)			

TOTAL CONTRACT VALUE (excluding Taxes)	\$82,940.00
---	--------------------

Building Warranty: Standard One Year Warranty provided by the Modular Building Manufacturer(s). Warranty is applicable for new equipment only.

Payment Terms:

TO BE NEGOTIATED WITH CITY OF PEKIN REPRESENTATIVE (AIA, PROGRESS PAYMENTS, ETC)

Other documents attached and incorporated by reference into this sale agreement:

☒	General Terms and Conditions of Sale Agreement
☒	IMS Bid dated 2/28/2014 in its entirety
☒	Project Manual from February 2014 as prepared by City of Pekin
☒	Building Floor Plans and Specifications by IMS

IMS estimates that delivery of the equipment described above will require ☒ weeks after IMS is in receipt of complete information and drawings approved by Buyer, and satisfactory financial arrangements have been made. This estimate is



Proposal and Agreement of Sale

Sale Agreement #: **TBD**

Customer Name: Pekin Public Works

Sale Agreement Date: 04/21/2014

subject to paragraph 4 of the General Terms and Conditions, specified later in this agreement. Estimated ship date is the week of **XX/XX/XX**. Building installation and finish will require approximately **X** weeks and is subject to State approval of construction plans and permitting process.

This proposal by IMS must be accepted in its entirety by Buyer within thirty (30) days from the date hereof, and acceptance shall be defined for the purposes of this Sale Agreement as receipt by IMS duly executed original hereof at its offices in Bolingbrook, Illinois, or personal delivery thereof to a duly authorized agent or representative of IMS. Buyer's acceptance of this proposal subsequent to thirty (30) days from the date hereof shall be deemed to be a counterproposal, which shall be subject to renegotiation.

IMS agrees to sell and the Buyer agrees to buy the above described equipment for the price and on the terms herein set forth, including the Terms and Conditions set forth specified later in this Proposal and Agreement, which Terms and Conditions are incorporated herein by reference.

This Agreement will not become binding and effective until signed by an authorized agent of the Buyer and an authorized agent of the IMS. Buyer warrants that the person signing in Buyer's behalf is authorized to enter into this agreement for the Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be accepted at the prices and upon the Terms and Conditions named herein and to be executed by a duly authorized agent.

SELLER:

Innovative Modular Solutions, Inc.

By: _____

Print: _____

Title: _____

Date: _____

BUYER:

By: _____

Print: _____

Title: _____

Date: _____



General Terms and Conditions of Proposal and Agreement of Sale

1. Acceptance of this proposal shall constitute an agreement by Buyer to all the terms and conditions herein
2. In consideration of Seller furnishing the equipment described herein, Buyer shall pay to Seller the sum stipulated herein, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing. Payment shall be made to Seller its offices at 297 E South Frontage Road, Unit B, Bolingbrook, Illinois 60440. Buyer shall pay Seller the invoice amount within thirty (15) days of the invoice date, or sooner if stipulated on the front page hereof. In the event delivery of equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part of the project is delayed Buyer's obligation for the remainder of the equipment shall not be affected thereby.
3. Unless otherwise specifically set forth in this agreement, it is specifically agreed and understood between the parties that the pricing provided herein does not include any state or local taxes or other governmental charge. Buyer shall be responsible for the payment of state or local taxes or other governmental charges which may be applicable to the sale covered by this agreement.
4. The delivery of equipment described herein is subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond the Seller's control which shall prevent the manufacture of equipment or the making of deliveries in the normal course of business. Buyer will not hold Seller responsible for liquidated damages or any other damages for delay which may be imposed upon Buyer from any other contract which Buyer may have entered into with respect to this project to which Seller is not a party.
5. Buyer is solely responsible for any and all additional materials, labor, site preparation and all other items on the project other than those specifically set forth herein.
6. Buyer shall be solely responsible for compliance with applicable building codes, for obtaining any type of building permits and licenses that may be required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement.
7. Buyer agrees to indemnify and save harmless Seller against all losses, costs or damages incurred or paid by Buyer on account of any claim under Workmen's Compensation Acts or other employee benefit acts, any claim for damages because of bodily injury, including death, to Buyer's employees and all others and any claims for damages to property caused by, resulting from, or arising out of the performance of this Agreement. Buyer shall pay all attorney's fees and expenses incurred or paid by Seller on account of such claims; and Buyer, if requested by Seller shall assume and defend at its own expense any suit, action or other legal proceeding arising there from. This indemnity provision shall not apply when the cause or causes of loss or liability result from the negligent acts or omissions of the Seller.
8. Buyer agrees not to assign or transfer this Agreement or any part hereof or any amount payable hereunder, except with the prior written consent of the Seller.
9. THE BUYER SHALL:
 - a. Reimburse Seller for all costs incurred in order to correct improper or inaccurately constructed foundations, to correct misalignment or inaccuracy in anchor bolts, walls, footings, cutoffs for doors, or other work not performed by the Seller.
 - b. Provide storage and be responsible for loss of or damage to materials and equipment if site and foundations are not ready or accessible in accordance with the delivery provision contained in this contract, and reimburse the Seller for all additional costs incurred by the Seller including but not limited to, the cost of unloading, reloading, and hauling materials resulting from the Buyer's failure to perform this condition. Delay in completing foundation and inaccessibility of site may necessitate rescheduling of the order for which the Seller shall not be responsible, and shall extend the period of performance by the period of delay.
 - c. Schedule his operations so that the erection, by the Seller, can be carried out in one continuous operation and in proper sequence. Should delays in preparation of the foundation and the site be encountered which would delay erection, Seller must be advised thereof not less than ten (10) days in advance of the tentative



General Terms and Conditions of Proposal and Agreement of Sale

- shipping date set by the Seller at the time of acknowledgement of order. In the event that the provisions of this sub-paragraph are not complied with, Buyer shall reimburse the Seller for actual costs and damages incurred, including a reasonable profit for the work performed thereon resulting from such delay. Any delay resulting there from shall extend the period of performance under this agreement by the period of delay.
- d. Provide and maintain roadway to each building site so that trucks can drive alongside each building site; provide suitably leveled and compacted area adjacent to each building unit for the support of crane operation in erection; furnish power for the Seller's machine tools during the course of erection; and furnish necessary utility services required by the Seller in the performance of the contract at the job site.
10. Unless otherwise specified, additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring site to level, or extra depth or width of concrete footings, foundations, or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans are to be paid for by the Buyer.
11. Buyer warrants that he owns, or has the right to construct buildings on, the property upon which the equipment as described herein is to be delivered, constructed or other work performed. Seller shall not be responsible for encroachments of any type. Buyer will assist in the selecting the locations of the modular buildings on each site and will approve such locations prior to the execution of any site work by Seller. Buyer warrants that the said construction will not violate zoning restrictions or other laws, and Buyer agrees to indemnify and hold Seller harmless from all loss or damage or liability which may result by reason of the construction of the said building or other work done, from any lack or defect of title, or by reason of said construction violating any zoning restrictions or other laws.
12. Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Buyer further agrees not to permit any workmen other than those of Seller to work at or in the immediate vicinity of the building without Seller's written consent until Seller's work on the building is completed. Should any workmen or contractors or sub-contractors of Buyer perform any such work, Buyer will furnish to Seller in writing their names before such work is commenced. Buyer agrees to pay Seller for any damage that may be caused by anyone other than workmen or subcontractors of Seller to any construction work in process whatsoever.
13. No charge for labor or material furnished by the Buyer shall be allowed as a credit under this agreement unless authorized in writing by the Seller.
14. The Buyer shall obtain insurance naming Seller as sole insured on all Seller's property located on the building site, against loss by fire, lightning, wind, storm, riot, civil disobedience, earthquake, Act of God and against other perils ordinarily included under the extended coverage endorsement as well as any other insurance which the Buyer deems necessary upon the work covered by the proposal for the full insurable value thereof. The minimum coverage of said insurance shall be the fair market value of such property as established by the contract price contained herein. Such insurance shall also cover the following items whether they are in or adjacent to the structure insured, materials in place or used to be as part of permanent construction including surplus materials, temporary structures, scaffolding and stagings, protective fence, bridging, forms and miscellaneous materials and supplies. Insurance need not cover tools or equipment owned by or rented by the Seller. Buyer shall furnish to the Seller certificates of insurance on demand by Seller.
15. Expressly incorporated herein by reference are the plans and specifications relating to the equipment specified in this Proposal and Agreement of Sale.
16. In the event any act or thing required of Buyer hereunder shall not be done and performed in the manner and at the time or times required by this Agreement, Buyer shall thereby be held in default and all amounts due under the terms and conditions of this Agreement shall be payable immediately by Buyer to Seller, without demand by Seller. In addition Buyer will reimburse Seller for any legal fees and costs that become due as a direct result of Buyer's default of this Agreement and Buyer will pay to Seller interest at the rate of 18% per annum, calculated on a 360 days equals one (1) year basis, on the full sale price stipulated on the front page hereof. Interest will be calculated from the date said default takes place, through and including the date of Settlement.



General Terms and Conditions of Proposal and Agreement of Sale

17. The equipment as described herein is warranted for a period of one year against structural failure due to defective material or workmanship in the equipment manufactured, unless otherwise stated by warranties of Seller's supplier of purchased components. Such warranties will be conveyed to Buyer and Buyer will deal directly with the Supplier if a claim arises. Seller's liability is limited to replacing defective parts on an exchange basis, F.O.B. the project site. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist.

- a. Improper Maintenance.
- b. Installation in an area subject to heavy fall out or corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like.
- c. Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of wars and radiation.

In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period. The warranty is tendered for the sole benefit of the Buyer, the original Buyer, and is not transferable or assignable and further is void in the event that the product is removed from its original location of installation. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE STATED HEREIN.

The standard warranty on the HVAC system to be provided is one year for parts and labor for all system components and 5 years for all system components except the room thermostats. This warranty will remain in place so long as the Buyer enters into a HVAC maintenance agreement with Seller or a Seller/HVAC Manufacturer-authorized HVAC contractor. Said contract will include, at a minimum, (2) HVAC clean-and-checks and (4) filter replacements per year for all modular buildings.

18. The warranty as outlined in Paragraph 17 is hereby specifically EXCLUDED as to materials and equipment currently owned and in possession of the Seller. Said material and equipment is sold in an "as is" condition with NO WARRANTIES EXPRESSED OR IMPLIED.

19. The failure by Seller to enforce at any time, or for any period of time, any one or more of the terms of this agreement shall not be a waiver of such terms and conditions or of Seller's right thereafter to enforce each and every term and condition contained herein.

20. Upon acceptance of this Agreement, together with all specifications, scope of work, and terms and conditions, this document shall constitute the entire agreement between Seller and Buyer. All prior and collateral representations, promises and conditions in connection with this project, and any representation, promise or condition not incorporated herein shall not be binding on either party.

21. Manufacturer's certificate of origin or title (if applicable) to the equipment described herein will be conveyed to Buyer within 30 days of payment in full to Seller.

22. Definitions:

- a. Delivery - Date that the structures arrive at the site address.
- b. Substantial Completion - Date of written notice given by Seller to Buyer that structures are complete and available for Buyer's use.
- c. Ready for Shipment Date - Date of written notice by Seller to Buyer that structures are complete and available for shipment from the manufacturer.
- d. Equipment - The term equipment as used herein shall refer to the item or items provided by Seller as described in the IMS proposal.

23. Stenographic and clerical errors are subject to correction.

24. With respect to any equipment that has been used previously, Seller hereby assigns its rights but not its obligations, including but not limited to its obligation to deliver titles to the equipment to Buyer.

25. This Agreement and Terms and Conditions of Sale shall be construed in accordance by the laws of the State of Illinois.

PROPOSAL TAB
MODULAR OFFICE WASTEWATER TREATMENT PLANT

RECEIVED AND OPENED FEBRUARY 28, 2013 BY 5:00 P.M.

NAME	ADDRESS		
INNOVATIVE MODULAR SOLUTIONS SEAN MCCARTHY			
EHR	111 RADIO CITY N. PEKIN		
EMOD LLC CONSTRUCTION COMPANY	P.O. BOX 519 ARLINGTON HEIGHTS 60006		
CAD CONSTRUCTION	ALEX TREMONT		



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agreement with Catergraph for the Collection and assessment of Road Infrastructure Assets throughout the City

AGENDA DATE REQUESTED: April 28, 2014

ACTION REQUESTED: To approve the Service Agreement with Catergraph for the collection and assessment of Traffic Signs and Road conditions in the amount of \$90,117.00

DESCRIPTION: This request is to enter into an agreement with Catergraph to provide services to collect and create geo- referenced database of roadway infrastructure assets. The services include driving all City streets with 360° street level panoramic imagery with a 3D point cloud. With this data they will create a database with all the regulatory street signs within the City to ensure the City continues to be in compliance with the 2009 Manual on Uniform Traffic Control Devices (MUTCD). It requires a maintained regulatory sign inventory and replacement schedule. The current sign inventory is not geo-referenced which is not time efficient and causes confusion with interpretation of sign locations. Catergraph will also perform a night time inspection with trained inspectors to assess the conditions of the regulatory signs so that the City can prioritize the replacement of signs to create a long term replacement plan. All the data collected by Catergraph will be delivered to the City with a software license to further extract geo-referenced assets to update our existing databases such as traffic lights, street lights, catch basins, hydrants, and any other assets that can be seen on the street level.

Also included in the services performed by Catergraph is to scan and assess all City roads. This assessment will provide the City a PCI rating for all roads in the City. This information will help identify the type of repairs needed for the roads. This will allow the engineering department to start to create a long term maintenance and replacement schedules for the roads as well as generate estimates for the funding needed to maintain satisfactory road conditions in the City. It is believed that it has been approximately 15 years since the last time all the roads were rated.

I recommend that the council approve this agreement so that a plan to improve the streets can be created to address the council's goal of improved and reliable infrastructure.

FINANCIAL IMPACT: \$90,117.00 Budgeted in FY2015 for Public Works

NEIGHBORHOOD CONCERNS: Minor traffic distributions as a slow moving vehicle drives the streets

IMPACT IF APPROVED: The city can ensure maintained compliance with the 2009 MUTCD requirements for regulatory signs and create a long term maintenance and replacement schedule for the roads in the City.

IMPACT IF DENIED: The City of Pekin will not have enough personal to ensure that all the requirements are being maintained for the 2009 MUTCD and the creation of a plan to address the without over extending the engineering department. This will impact other

impact other city projects and departments and take additional time to create.

ALTERNATIVES: none

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

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

REQUIRED SIGNATURES

Department Director:

Date: 4/21/14

Finance Department (Certification of Availability of Funds):

Date: 4-21-14

Corporation Counsel:

Date:

City Manager:

Date: 4/21/14



3600 DIGITAL DRIVE | DUBUQUE, IA 52003

To: Dan Newcomb
Organization: City of Pekin
From: Dave Samson
Date: April 21, 2014
RE: Cartegraph Sales Proposal

Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – salesoperations@cartegraph.com
- By fax – (563)556-8149, Attn: Sales Operations
- By mail – Cartegraph
Attn: Sales Operations
3600 Digital Drive
Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

- ✓ Fully-executed Cartegraph proposal returned in its entirety
- ✓ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!



Cartegraph Systems, Inc.

Software and Services Proposal C1401135

Prepared for City of Pekin, IL

April 21, 2014

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
www.cartegraph.com

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Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between City of Pekin, hereinafter referred to as “Customer” or “Licensee,” whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as “Cartegraph.”

Customer address:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Licensee address:

Same

Scope of Project

Project Services

Implementation Services

- Scope based on 200 miles. If actual mileage exceeds, 230 miles, additional service fees will apply.

GENERAL DATA COLLECTION SERVICES

Project Orientation

Upon project award /notice- to-proceed the Cartegraph project manager will schedule a project initiation (kick-off) meeting in conjunction with the client project team. During this meeting the entire team will review the proposed project work plan, including scope of work, QA/QC Plan, budget, schedule, and deliverables. The kick-off meeting will include:

- Introduction of the project team and their respective responsibilities
- Review the scope of work
- Review the work plan & schedule ~ milestone dates for data review, delivery & acceptance
- Review the proposed Quality Management Plan (QMP) and expectations
- Information Exchange – (gathering history, background, levels of service measures, decision making framework, and all available data)
- Identification of the Client’s best practices on pavement management. This component will provide an understanding of project success for both the Client and Cartegraph team.

Inception Report

The purpose of the inception report is to summarize the discussions from the Project Initiation (kick-off) meeting. This includes a final work plan, scope of work modification and unique project conditions and scheduling timelines that were not outlined in the proposal.

Quality Management Plan (QMP)

The Quality Management Plan will lay out all the quality management responsibilities for this assignment so the Client has a complete understanding of our work plan. The QMP plan will be submitted to the Client for review and approval before any project work will begin.

Key Items include:

- **Survey Procedures** ~ methodology and rating manual
- **QA/QC Program** ~ field calibration and data validation
- **Data Management** ~ data transfer and delivery

- **System / Engineering** ~ IT and engineering requirements
- **Traffic Management & Safety** ~ appropriate traffic control requirements
- **Environmental Management System (EMS)** ~ environmental impact reduction plan

Final Report

The final report will include the overall summary of the scope of work, data statistics, Quality Management Plan (QMP), delivery results and recommendations for future contracts.

The final report will include a separate **Executive Summary** of the project with brief overview of the project activities, outputs and achievements for distributing to wider audience such as senior management or the general public.

DATA COLLECTION SERVICES PAVEMENT MANAGEMENT PROGRAM

PMP Review - Network Definition & Requirements

Data Completeness/Gap Analysis - recent pavement treatment projects, updated traffic data, and any legacy system data will be loaded into the program (i.e. information provided from the Client's existing systems and databases).

After all the street segments and historical data that have been loaded into the database, the next task will be to complete a full and thorough assessment of the Client's Cartegraph pavement database. This will include a review of the Client's agency data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (i.e., what is missing).

Cartegraph will therefore collect all digital and hard copy data and include the following in our review:

- Basic inventory information by functional class (i.e. lengths, areas, surface type, etc.)
- Current condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments and unit costs

Pavement Condition Assessment

Surface Distress

Cartegraph pavement inspection technicians will identify and load the required pavement distresses data into the pavement management program utilizing the distress rating manual which is based on **ASTM Standard D 6433-11**. The evaluation of the pavement surface distress is on the basis of two components:

- **Severity** is defined as '**How bad is the defect?**' in terms of the measurement or degree of wear associated with the condition.
- **Extent** refers to quantity or '**How much?**' of the pavement is affected by a particular distress.

Laser Profiler (IRI / RCI)

In conjunction with the Surfaced Distress data collection, Cartegraph will employ the use of its roughness measuring device, which meets the Class 1 ASTM E 950-98 designation for measuring the longitudinal profile of traveled surfaces, with an accelerometer established inertial reference.

Data Load & Condition Analysis

Once the data is collected, it will be loaded into the Cartegraph software in order to run the PCI calculations based on the severity and extent of observed distresses.

GIS Integration

We will provide a GIS Integrated solution with an ArcObjects-based tool to facilitate a full integration between an ESRI Personal or Enterprise geodatabase and the Cartegraph pavement database.

PMP Pavement Condition Index (PCI) Analysis

The first step in calculating the pavement condition index (PCI) of a pavement section is to determine the distress density, which is the percent coverage of a distress (accomplished in the pavement condition survey task). Under this task Cartegraph will assess the current pavement performance condition of every pavement section utilizing the Client's Cartegraph pavement management software program.

DATA COLLECTION SERVICES STREET LEVEL MAPPING**High Res 360° Spherical Video**

Mobile data collection units will gather high-resolution 360 degree geo-referenced right-of-way (ROW) digital video along with 3D laser (LiDAR) and stereo digital imagery scanning. This mobile mapping system gives the ability to inventory infrastructure assets (such as signs, drainage, and curb ramps) with a high level of accuracy. This video can be provided with viewing software to allow road right-of-ways to be viewed in the office environment ("virtual field trip"), thus reducing lengthy field trips required for site investigations.

DATA COLLECTION SERVICES GIS ASSET INVENTORY / INSPECTION**Digital ROW Video Feature Extraction**

The following assets will be extracted from the digital video and provided back in a geodatabase, shape file, or in the appropriate recordset with the attribution and/or condition assessment information noted below.

- Sign Inventory = x,y location, MUTCD code, support type (point feature class)
- Sign Inspection – MUTCD Retroreflectivity via Visual Night Time Method

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **Cartegraph** obligations listed under the *Scope of Project* section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

1. For those services listed under *Project Services*, **Cartegraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **Cartegraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **Cartegraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **Cartegraph** Project Services will not be impeded.
3. **Customer** understands that the successful performance of Project Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful implementation.
4. **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **Cartegraph** services.
5. **Customer** will provide Internet access and IT staff support as required. For those services that are web-based, **Cartegraph** utilizes WebEx Meeting technology.
6. **Customer** shall ensure that their workstation platform and database meet **Cartegraph** published system requirements.

Cartegraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. **Cartegraph** will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

7. **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: April 21, 2014

Proposal Expiration Date: June 30, 2014

Contract No.: C1401135

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Earthmine Cloud Software	Cloud Hosting Fee	1	\$2,750.00	\$2,750.00
PROJECT SERVICES				
Data Collection Services – General	Fixed Fee Service	1	\$2,150.00	\$2,150.00
Data Collection Services Pavement Management Program	Fixed Fee Service	1	\$36,601.00	\$36,601.00
Data Collection Services – Street-Level Mapping	Fixed Fee Service	1	\$15,295.00	\$15,295.00
Data Collection Services – GIS Asset Inventory/Inspection	Fixed Fee Service	1	\$33,321.00	\$33,321.00
TOTAL COST				\$90,117.00

NOTES: If City of Pekin wishes to renew the Earthmine Cloud Software Subscription the cost would be \$2,750.00 plus CPI for Year 2.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from **Customer**. In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this Proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon execution of this proposal (unless listed differently in the *Investment Summary* above) and will continue for the term listed in the *Investment Summary* above. At the end of the term listed in the *Investment Summary* the Customer may renew at prices in effect at that time by execution of a new Agreement. The price in effect at that time will increase by the cumulative consumer price index (CPI) and will not increase by more than 10% over the previous term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

- Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
- Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

3. **Invoicing:** The Software Subscription Licenses fee will be due upon acceptance of this proposal.
4. **Data Services Invoicing:** Invoicing for the Data Services fee shall occur upon the acceptance of the Purchase Agreement and shall be invoiced as follows:
 - a. **Installment 1 due upon commencement of pavement and/or street level mapping services**– 100% of General Data Collection Services (\$2,150.00) and 50% (\$25,948.00) of pavement / street level mapping services.
 - b. **Installment 2 due upon field completion of pavement and/or street level mapping services** – 40% (\$23,353.20) of pavement / street level mapping services.
 - c. **Installment 3 due upon completion of all GIS Asset Inventory / Inspection Services** – 100% (\$33,321.00) of GIS Asset Inventory / Inspection Services.
 - d. **Installment 4 due upon final delivery of data** – 10% (\$2,594.80) pavement / street level mapping services.
5. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

General Terms

This Proposal takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Proposal are incorporated herein by this reference and shall constitute part of this Proposal as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Proposal. This Proposal, together with all Exhibits and Attachments hereto, constitute the entire agreement between the parties and supersedes all previous Proposals including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

- 1) **Limitation Of Liability:** Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Proposal shall not exceed the total amount of this Proposal. Liability arising out of bodily injury, contract, breach of warranty, or claims by third parties or otherwise, shall not in any event exceed the limits of Cartegraph's commercial general liability insurance coverage with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000. Neither party shall be liable to the other for any loss of profits, loss or inaccuracy of data, or for any special, incidental or consequential damages (including without limitation the cost of any substitute procurement) arising from this Proposal, even if such party had been advised of the possibility thereof. No action, regardless of form, arising out of this Proposal may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.
- 2) **Disclaimer of Warranties:** **Cartegraph** makes no warranty, representation or promise not expressly set forth in this Proposal. **Cartegraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
- 3) **Insurance:** Cartegraph carries commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or subcontractors.
- 4) **Relationship of the Parties:** **Cartegraph** and **Customer** are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **Cartegraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.
- 5) **Severability:** The terms and conditions of this Proposal are severable. If any term or condition of this Proposal or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.
- 6) **Transfer of Agreement:** **Cartegraph** shall not transfer or assign any of its rights or obligations under the Proposal to any other party without the prior written consent of **Customer**, which consent may not be unreasonably withheld.
- 7) **Notices:** All notices or communications required or permitted as a part of this Proposal shall be in writing and shall be delivered at the address set forth in this Proposal.
- 8) **Attorney's Fees/Legal Proceedings:** In the event of any litigation or other proceeding between the parties relating to this Proposal, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- 9) **Proprietary Information:** **Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer's** organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

CITY OF PEKIN, IL

By

Signature

Date: _____

Please
Print

Name

Title

CARTEGRAPH SYSTEMS, INC.

By

Randy Skemp, V.P., Chief Revenue Officer

Date: _____

	A	B	C	D	E	F
1		Graef	Cloudpoint	Facet	Quigg	Cartegraph
2	Signed Addendum?	Yes	Yes	Yes	Yes	Yes
3	Certified DBE	No	No	No	Yes	No
4	LIDAR included in Base Bid	No*	Yes	Yes	No	No - photogrammetry
5	Local Contractor	No	Yes	No	Yes	No
6	Tagging	Yes	Yes	No	Yes	No
7						
8						
9						
10						
11						
12						
13	Sign Inventory	\$ 57,400.00	\$ 78,500.00	\$ 48,320.00	\$ 110,000.00	\$ 37,656.00
14	Precision scan of Court	\$ 38,000.00	\$ 94,240.00	\$ -	\$ 53,000.00	\$ 3,500.00
15	Street Inv.	\$ 170,000.00	\$ 95,000.00	\$ 48,000.00	\$ 74,000.00	included in PCI
16	PCI	\$ 21,500.00	included in Street Inv	included in Street Inv	included in Street Inv	\$ 36,601.00
17	Sidewalk inventory & condition	\$ 86,900.00	\$ 52,000.00	\$ 3,450.00	\$ 35,000.00	\$ 43,528.00
18	Additional items	\$ 63,300.00	\$ 129,000.00	\$ 3,750.00	\$ 30,000.00	
19	Light Poles & Street Lights	in sign inventory	\$ 15,000.00	included in Street Inv	included in Street Inv	\$ 10,885.00
20	Curb rating	in additional items	\$ 60,000.00	\$ 4,400.00	?????	\$ 19,550.00
21	Tagging & inventory maint. App	in sign inventory	\$ 27,975.00	\$ -	included in Street Inv	\$ -
22	Expenses	\$ -	\$ -	\$ 17,900.00	\$ -	\$ -
23	Pavement Profile			\$ 8,900.00	\$ -	\$ -
24	Total	\$ 437,100.00	\$ 551,715.00	\$ 134,720.00	\$ 302,000.00	\$ 151,720.00
25						
26	NOTES:					signals: 13685
27		*Court St Only		Appears Lidar data		EM softw annual: 2750
28		can be refined with		might be able to be		PCI: EGR support extra
29		additional control @		"tightened up" at a		sidewalk cond: 12248
30		later date?		later date		guardrail : 4117
31		LiDAR in Street Inv		no sign tagging		no sign tagging
32		option				direct editing in ESRI
33						and Map3D
34						
35	Rank					
36	Technical Qualifications	10	10	10	7	9
37	Quality of Work	9	9	9	3	9
38	Project Cost	4	4	8	6	9
39	Project Details	8	9	5	7	8
40	Other	6	8	7	7	5
41		925	1000	975	750	1000
42						
43	Dave H. "1" is best	4	1	3	5	2
44	Bob S. "1" is best	2	1	3	3	2