



REGULAR COUNCIL MEETING MONDAY, APRIL 8, 2013
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 ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting of Regular Council Meeting of March 25, 2013 and the Special Budget Work Session of March 18, 2013. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Police Department February Report, and Human Right Committee Minutes dated January 23, 2013 and February 27, 2013.		
7.2 Receive and File: Resignation of Michael J. Freilingner from the Human Rights Commission.		
7.3 Resolution No. 65-12/13 – Mayor's Appointment of Mike Williamson and Leia Stewart to the Mayor's Advisory Committee for Persons with Disabilities for terms until the First Monday in May 2016.		
7.4 Resolution No. 66-12/13 – Final Plat of Lot 3 of Block 1 of the Resubdivision of Riverway Business.		
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

8.1 Public Hearing Adoption of Budget for Fiscal Year May 1, 2013 Through April 30, 2014	JW	5
9.0 NEW BUSINESS		
9.1 Resolution No. 67-12/13 – Adopting the Fiscal Year May 1, 2013 Through April 30, 2014 Budget for the City of Pekin, Illinois DESCRIPTION: Approval of the proposed Budget for FY 2014 as presented and reviewed at two previous budget work sessions. ACTION: Motion to adopt the resolution. VOTE REQUIRED	JW	5
9.2 LHF Compost, Inc. Yard Waste Agreement DESCRIPTION: Contract for the disposal of the yard waste collected in the City for a term of 5 years . ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	5
9.3 Easement Gas Pipeline DESCRIPTION: Approval of a Utility Easement to Ameren Illinois for gas line ad regulator station on City owned property at VFW and 14 th Street. Existing lines need to be moved due to the construction of Veterans Drive. ACTION: Motion to approve the Easement. VOTE REQUIRED	JW	3
9.4 Hanson Professional Services, Inc. Agreement DESCRIPTION: Agreement for an engineering traffic study of the area of IL 29, Front Street and Distillery Road in the amount of \$30,000.00 to determine the effects of additional development and improvements. ACTION: Motion to approve the Agreement. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG Darin Girdler Assistant City Manager
JW Joseph Wuellner City Manager
MG Michael Guerra City Engineer

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, MARCH 25, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

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

ABSENT: COUNCIL MEMBERS MASSAGLIA AND BLANCHARD

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

Roll was called. Council Members, Abel, Schmidgall, McCabe, Hendricks, and Mayor Barra were physically present. Absent were Council Members Massaglia and Blanchard. A quorum was present.

Nineteen exchange students from Backnang, Germany visiting Pekin Community High School were introduced by teacher Dale Holzwarth. Mayor Barra extended a warm welcome.

AGENDA

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

MINUTES

Motion by Council Member Abel, seconded by Council Member McCabe, that the **minutes of the Regular City Council Meeting of March 11, 2013 and the Special Budget Meeting Work Session of March 4, 2013, be approved as written**. Council Member Hendricks noted a correction in the budget work session packet minutes that it was a fire department deputy chief not a police department deputy chief that was discussed for non-funding. The Clerk indicated the official minutes had already been corrected. On roll call vote, all present voted Aye.

The proclamation "American Red Cross Month" was read and presented by Mayor Barra to support the organization and its noble humanitarian mission. Anne Fox, Executive Director, American Red Cross, John Coker, and Scott Martin, President of Pekin Insurance spoke in appreciation of Pekin's volunteers, donors, and community partners.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Traffic Safety Committee Minutes dated March 1, 2013; Fire Department February Report; Liquor Commission unapproved Minutes dated February 28, 2013; Tazewell County Animal Control February Report; Building and Inspections February Reports.		
7.2 Proclamation: "American Red Cross Month" March 2013 "Parkinson's is the Pits Month" April 2013		
7.3 Resolution No. 63-12/13 – Zoning Map of the City of Pekin		

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

QUARTERLY FINANCIAL REPORT

Treasurer James Wolf distributed quarterly reports for nine months ended January 31, 2013. Mr. Wolf spoke in general terms of specific funds Revenues over Expenses, Major Revenue Sources, and Investment

Earnings. Mr. Wolf explained the unplanned positive number in the General Fund revenues over expenses still netted a loss in the totals due to stormwater and solid waste funds with no revenue sources. He reported taking over the sewer billing also left totals behind. Questions were asked regarding the over stated property tax numbers. Mr. Wolf advised that Pekin had one of the largest percentage increases in the area for revenues from sales tax. He felt with higher gas prices people were not driving out of town to shop. Due to the terminated vehicle impound ordinance, revenues from fines had dropped and estimated \$200,000.00. He pointed out that investment earnings were down due to very low interest rate environment and matured certificates were placed in the operating accounts.

COUNCIL ATTENDANCE POLICY

Council Member Schmidgall presented his suggestion that the Council discuss enacting an attendance policy in light of the extended absence of a Council Member. Attorney Burt Dancey advised that members could be sanctioned but are elected by the voters and could not be removed from office. He felt the member in particular being discussed, had a legitimate excuse for health issues and that there had not been significant problems of the presence of a quorum in the past. Attorney Dancey was asked by Council to draft some language in the next 30 days regarding possible censuring for Council Code of Conduct.

CITY SUSTAINABILITY CODE AND COMMITTEE

Council Member Schmidgall also proposed the Council establish a Pekin Sustainability Committee and Code. Structured similar to the City of Normal, the members would be charged with creating a vision as a community that would steward all resources responsibly, so that the City could continue to thrive and grow for generations to come. He presented the Town of Normal's environmentally sensitive design section created for the zoning code. The code would contain revisions that affect the environment, economy and society in all facets.

NEW BUSINESS

ORDINANCE NO. 1462-A324-12/13 AMENDING TITLE 8, CHAPTER 4, SECTION 1.D. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING NO PARKING SCHEDULE

Motion be Council Member Hendricks, seconded by Council Member Abel, that Ordinance No. 1462-A324-12/13 be adopted. Police Chief Nelson presented the recommendation of the Traffic Safety Committee to place No Parking Here to Corner on School Days on the SW corner of St. Joseph Place at Haines Avenue and at the SW corner of Haines Avenue at St. Joseph Place to accommodate school bus traffic. Council Members had asked at a previous meeting that the recommendation be limited to the hours of 7:00 a.m.-8:30 a.m. and from 2:00 p.m.-4:00 p.m. On roll call vote, all present voted Aye.

RESOLUTION NO. 64-12/13 ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE

Motion by Council Member Schmidgall, seconded by Council Member Hendricks that Resolution No. 64-12/13 appropriating \$401,000.00 Motor Fuel Tax Funds be adopted. City Engineer Michael Guerra requested the appropriation of MFT funds to use to pay the 8 Street Department Operations listed on the IDOT Municipal Estimate of Maintenance Costs for pavement repair, snow removal, street lights, traffic signals tree removal, street signs, and spay patching. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Hendricks questioned the wastewater charge expense and was informed that the rates increase over 6 years in order to repay the Illinois Environmental Protection Agency loans. To qualify for the IEPA loan for construction of the new wastewater treatment plant project, the City had to show means of repayment. The Council Member also spoke in support of an attendance policy. He asked that the staff seek improvements to the audio equipment in the Council Chambers for recording of the Council Meetings and replays. Council Member Hendricks also questioned the expenditure for fixing the City Hall handicapped ramp entrance to City Hall and was informed that the \$18,000.00 would be funded from the bond issue for property maintenance. He apologized for missing the last two Council meetings and extended wished for a Happy Ester to everyone.

Council Member McCabe, in reference to housing starts, was told that Pekin was on a small upswing, though not the same as a few years ago of one-hundred homes constructed.

Council Member Abel was told that the draft of the revised Vehicle Impoundment Ordinance was almost complete.

Council Member Schmidgall discussed upgrading the camera equipment in the Council Chambers. Dave Hess, Information Tech, responded that the IT department was working with original 2002 audio equipment. He advised the cameras were not broadcast quality but were intended in the new City Hall construction plan as security cameras.

Council was informed that the contractor was aware that West Campus demo permit had expired. The work was not a City project therefore, no bond was required. The site in its present state was not construction or a demolition. The Code Enforcement Officer will issue a Notice to appear for violations.

City Manager Joseph Wuellner distributed the revised FY2014 Budget. General adjustments were made following the discussion at the Budget Work Session of March 18, 2013. In order to balance the General Fund additional changes included a bond to cover the requested Cambridge/Shire and Broadway Road Projects and the reduction requested in the Inspection Department personnel line item.

Chief Greg Nelson announced that the Pekin Police and Fire Departments along with the Tazewell County Sheriff's Department would hold their annual Battle of the Badges Blood Drive on Wednesday, April 24, 2013 in the Pekin City Council Chambers.

Dale Kuntz, 5 Fox Point, read his address to the Council titled "Passivity in Pekin Can Be Overcome – Joy, Truth and Beauty."

Eva Arnold, 1008 Cambridge questioned why the storm water matter of their neighborhood was never addressed or known by the Council.

Tim Golden, 2104 Alhambra, addressed the Council on matters of a Freedom of Information Request for documents related to West Campus demolition. He also expressed concern that the HUD funds included expense for meals and lodging rather than for handicapped ramps and sidewalks that had once had a transition plan of \$40,000 annually in replacements.

Roger Greer, 602 Prince Street, distributed photos taken prior to the demolition of 128 St. Mary. He noted the photos indicated several code violations to the City leased property but there was no posting of "uninhabitable building." He asked that he and his wife be given such a waiver for them to house veterans at the Prince Street address.

Gerald Witzig, 11501 Antioch Road, Tremont, Illinois, addressed the Council regarding his opinion that the City was unwilling to work with owner of the West Campus, Merl Huff. Attorney Dancy advised that statements being made were inaccurate. The condition of the property was not the City's responsibility. Mr. Huff needed to take action.

No further business to come before the Council, motion by Council Member McCabe, seconded by Council Member Schmidgall to adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:20 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL BUDGET WORK SESSION 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, MARCH 18, 2013 AT 5:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

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

ABSENT: MASSAGLIA AND HENDRICKS

Council set a second work session to discuss the FY 2014 Budget at the meeting of February 25, 2013.
Notice was properly posted and Council received notice of the special meeting on Friday, March 15, 2013.

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

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

AGENDA

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

NEW BUSINESS

FY2014 BUDGET

Mayor Barra stated the purpose of the work session was to continue the budget process following the discussion heard at the first work session on March 4, 2013.

City Manager Joseph Wuellner distributed a new cover sheet to the 94 page budget detail. The revised FY13 and FY14 Revenues and Expenses by General Fund departments and the Enterprise Funds by departments indicated a balanced budget. Mr. Wuellner advised the adjustments made after the last meeting projected a positive \$143,740.65 revenues over expenses as opposed to a \$2.8 million deficit. The suggested following budgeted items were removed:

Engineering Tech
2 Street Department trucks
Deputy Fire Chief
Airport hangar door improvement

Council next reviewed the budget line items of the remaining departments of the General Fund: Public Works, Street, Property, Inspections, Garbage, Storm, Capital, Misc., Airport, Economic Development. Also received were the Enterprise Funds: Tourism, Sewer, MFT, HUD, TIF, TAZCOM, Library, Fire and Police Pensions.

Questions were asked of the description of items, the expense, and/or the need.

General comments by individual council members heard:

- Personnel costs need to be reduced
- City owned property needed to be liquidated
- Cambridge storm sewer project needed to remain in the budget
- Revenue Plan needed to make airport self-sufficient
- Some listed potential revenue sources needed to be verified
- Funding of the Community Service Officer needed to be reflected by a reduction in the Inspections Department

A garbage fee was proposed to reduce the \$1.9 million dollar deficit in the Solid Waste Department. Council Member Blanchard felt the proposals for solid waste collection were fixed numbers for 10yrs. as opposed to uncertain in-house personnel costs, fuel, and equipment expense. He spoke in favor of outsourcing the contract and requested Council receive additional information. Council Member Schmidgall suggested before enacting a garbage fee that staff review salaries paid. Assistant City Manager Darin Girdler suggested an aggressive approach to economic development to increase sales tax revenue. Discussion followed on the use of reserves to balance the budget and the policy of funding the reserves to 25%.

Staff was instructed to correct errors found in line items, make reductions, and represent the deficit figure to Council. The Budget would be presented at the regular Council on April 8, 2013.

Council took no formal action to approve the budget was taken.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Request came from the public to make the budget figures available on the City website.

No further business to come before the Council, motion by Council Member Abel, seconded by Council Member Schmidgall to adjourn. Motion carried viva voce.

COUNCIL ADJOURNED AT 8:35 P.M.

Sue E. McMillan
City Clerk

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR FEBRUARY 2012**

	FEBRUARY 2012	JANUARY 2013	FEBRUARY 2013
TRAFFIC TICKETS	289	344	361
WARNING TICKETS	183	167	169
OFFENSES	439	335	411
ARRESTS	157	177	195
PARKING TICKETS	175	132	131
STOPS	1282	1365	1273

CITY ORDINANCE TICKETS FOR FEBRUARY 2013

NUMBER OF TICKETS WRITTEN **56**
NUMBER OF TICKETS PAID OVER THE COUNTER **21**
FINES COLLECTED OVER THE COUNTER **\$5450.00**

City of Pekin
Human Rights Committee
Meeting Minutes
January 23, 2013

- I. Welcome and introductions: 7:30 a.m. Present: Pamela Anderson, Melinda Figge, Bill Fleming, Michael Freilinger, Roger Goodson, Michele Moul, Greg Nelson, Danielle Owens, Gregg Ratliff, and Becky Saban.
- II. Approval of agenda: No changes
- III. Approval of minutes: Minutes of the November 28, 2012 meeting were approved on a motion by Moul, second by Saban.
- IV. Correspondence and feedback: Anderson has been in contact with Jim Lewellyn, author of *Sundown Towns*. He has worked with us in the past. He will be in Bloomington/Normal on March 11th and Pamela will meet with him to update him on our activities.
- V. Old Business

A. Murals (Pekin High School)

- a. The committee voted on the students' mural concepts after the last meeting and selected "Come Together." Ratliff will meet with Scott Lange to make sure the Union Mission will be okay with this design. He'll also get Amy Psinas (PCHS Art Teacher) and Scott Lange together to determine size, location, media, etc. The student(s) can then create a final design, which will need to be approved by the City Council.
- b. The committee discussed that other communities (Ottawa and Pontiac) have murals and noted a field trip by the students and/or the committee would be appropriate. Also, Anderson will check with those communities to learn how they preserve/maintain the murals.
- c. It was suggested that on future mural projects we open it up to other artists, consider possible funding from the Illinois Arts Council, and consider the name "Brush with Diversity."

B. HRC community awareness activity: Anderson is awaiting a return call from Lisa Plantamura at AAIM/Employers Association concerning a possible date for a program, Managing Diversity: Promoting Inclusion. Nelson indicated FCI Pekin would be willing to host the event if their room is available.

C. MLKJ luncheon / Coalition for Equality

- a. The City of Pekin had two tables at the MLKJ Luncheon. It was a great event with a great speaker (Condoleeza Rice) and great food. About 1,500 people attended.
- b. The Coalition for Equality brought Kathryn Harris to Pekin on Friday. She is the director of the Abraham Lincoln Museum and portrayed Harriet Tubman at Wilson & Rank Schools and at the Pekin Public Library in the evening. About 150 people attended the library event, including some students who sang.
- c. The Coalition also started their "day of service activities" which will run through the end of the month.

VI. New Business: none

VII. Other business to come before the committee: None

- A. Committee members
- B. Committee advisory members
- C. City staff
- D. Public
- E. Press

IV. Adjournment: On a motion by Fleming, second by Figge, the meeting adjourned at 8:05 a.m.

City of Pekin
Human Rights Committee
Minutes
February 27, 2013

- I. Welcome and introductions: 7:35 a.m. Present: Pamela Anderson, Melinda Figge, Bill Fleming, Michele Moul, Greg Nelson, Gregg Ratliff, and Becky Saban
- II. Approval of agenda: No changes
- III. Approval of minutes: Figge made a motion, second by Moul to approve the minutes of the 1/23/13 meeting, correcting "Rank School" to "Rankin School."
Motion carried
- IV. Correspondence and feedback: None
- V. Old Business
 - A. Murals (Pekin High School): Ratliff has met with Scott Lange again. The Union Mission board meets on the 14th and Lange will take our proposal mural to them for approval. They are aware of the project. Ratliff thinks the design might have to change dimensions to fit on the wall, but the bricks look like they are in great shape. Chuck Taylor of The Sign Shop did the original mural and he might be a good resource for the school. After the 14th, Ratliff will get Amy Psinas and Scott Lange together. We assume we'll need another Union Mission approval of the final design, and then City Council approval. This would make it unlikely that the mural would be completed by the end of the school year. For future murals, Moul suggested a Lincoln penny theme – e pluribus unum – from many one. She'll email pictures from an art book with those themes.
 - B. HRC community awareness activity: Anderson has met spoken with Lisa Plantamura from AAIM/Employers Association. The program we had selected is by a St. Louis-based trainer who wouldn't be able to come here. However, Lisa could create a presentation that is similar. Pamela will get back to her and ask her about availability in May.

Next meeting: March 27, 2013

VI. New Business

A. HRC future vision: Ratliff noted we've been working on the mural and community awareness training for several months. What's our future vision for the committee? What should we work on next? What else should we be doing, both long- and short-term? Anderson will email a copy of the ordinance that gave the committee 4 main charges. We've spent a lot of our time working on the last two charges, but not much time on the first two. Brainstorming ideas included: survey of business on their diversity training needs; generational diversity training needs in the business community; cultural events; cultural art show at the Speakeasy; a cultural food fair; something at the Marigold Festival; something at Friday Night Family Fest in the Speakeasy; and, bringing in cultural speakers, programs and events to the kids at summer day camps at the Pekin Park District, YWCA, Camp of Champions, etc. There is still a need to address our reputation and continuing anecdotal issues.

B. Pekin Coalition for Equality / Leadership Academy presentation: Figge noted her recent presentation to the R. David Tebben Community Leadership Academy. It dealt with Pekin's reputation, history, etc. She also talked about the YWCA's Stand Against Racism and several of the students' companies signed up. The Stand will be on April 26th on the Courthouse lawn and will be similar to last year's event.

VII. Other business to come before the committee

- A. Committee members: None
- B. Committee advisory members: None
- C. City staff: None
- D. Public: None
- E. Press: None

IV. Adjournment: On a motion by Fleming, second by Figge, the meeting adjourned at 8:30 a.m.

Tazewell County

(309) 477-2272 Office
(309) 477-2273 Facsimile



Michael J. Freilinger
County Administrator
11 South Fourth Street, Suite 432
Pekin, IL 61554

March 21, 2013

Honorable Laurie Barra, Mayor
City of Pekin
111 South Capitol Street
Pekin, IL 61554

No

RE: Human Rights Commission Appointment

Dear Mayor Barra:

It has been an honor and a pleasure to serve on the Pekin Human Rights Commission. Unfortunately I have had a conflict with several of the meetings and my attendance has not been what I had hoped it would be. In the interest of making sure the Commission has membership that is fully engaged and present at its regular meetings I believe that it would be best for someone else to be appointed.

Therefore I am notifying you that I do not wish to be reappointed.

Thank you for the consideration and I remain supportive of the Commission and its work.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael", with a large, stylized loop at the end.

Michael J. Freilinger

RESOLUTION NO. 65-12/13

PEKIN, ILLINOIS, April 8, 2013 19

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of Mike Williamson to the Mayor's Advisory

Committee for Persons with Disabilities to fill a vacancy until the First Monday in May 2016

is hereby approved.

Be it further resolved that the Mayor's appointment of Leia Stewart to the Mayor's

Avisory Committee for Persons with Disabilities to fill a vacancy until the First Monday in

May 2016 is hereby approved.

SIGNED BY _____

MAYOR.

**MAYOR'S ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES**

**4:00 P.M. 2ND THURSDAY OF EVERY OTHER MONTH
AUGUST, OCTOBER, DECEMBER, FEBRUARY, APRIL, JUNE**

MAYOR EX-OFFICIO

TERMS END FIRST MONDAY IN MAY, 2016

MIKE WILLIAMSON
1508 TERRACE BLVD
202-5569
tekspec52@gmail.com

ROY DAVIS
1814 VALENCIA PLACE
346-0544 (home) 642-9842 (cell)

LEIA STEWART
1313 HIGHLAND AVENUE
353-8665
leiaewart13@gmail.com

TERMS END FIRST MONDAY IN MAY, 2014

CHRISTOPHER MESKIMAN
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joeym@internetspeech.com

JAMES KOLZOW
2970 COURT STREET SUNSET PLAZA
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LIBBY HOLBROOK
21310 IL RT 9 TREMONT
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TERMS END FIRST MONDAY IN MAY, 2015

MELANIE PSINAS
400 CHESTNUT
339-2602
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PERRY MARTIN
600 PRINCE STREET
241-4861
Pmpm1104@yahoo.com

VACANCY



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

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

Your Name: LEIA STEWART

Your Address: 1313 HIGHLAND AVE. PEKIN, IL

Your Telephone Number: 309-353-8665

Your E-Mail Address: LEIASTEWART13@GMAIL.COM

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

MAYOR'S ADVISORY COMMITTEE FOR PERSONS
Why are you interested in serving? WITH DISABILITIES

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

SEE ATTACHED

What happens next?

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

My name is Leia Stewart. Pekin has been my home for most of my 50 years. I have been totally blind since 11 months of age. In 1980, I graduated from Pekin Community High School. I believe I can be a positive influence in the lives of people with disabilities. Not letting my disability control my life, I enjoyed dance lessons, trampoline, swimming, tandem bike-riding and even played the piano.

Currently, I have my second guide dog who helps me navigate through our city and its streets which can be quite a challenge. Also, prior to my dad's passing, I helped with attempting to push his wheelchair down city sidewalks, ramps, etc. which gave me enlightenment on what positive changes could be made to ease those challenges for wheelchair users.

Previously I was employed at Hopedale Medical Complex as a medical transcriptionist until my job was out-sourced. Now I am looking into other avenues for future schooling and/or employment, where God would have me go.

If I am chosen to be a member of the committee for people with disabilities once more, one of my goals would be to help bridge the gap which currently exists between disabled people and the community. In the time I previously served on this committee, many positive changes were made and continue to be accomplished. This is a very worthwhile committee for Pekin and I am proud to participate.

Thank you for letting me serve in the past and please consider letting me serve now once again.

Thank you for your consideration.
Leia Stewart



OK
LB
3/18/13

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

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

Your Name: Mike Williamson

Your Address: 1508 Terrace Blvd. Pekin, IL 61554

Your Telephone Number: 309-202-5569

Your E-Mail Address: tekspec52@gmail.com

You are interested in serving on which commission, board, or committee?
Mayor's Advisory Council for People with Disabilities

Why are you interested in serving?

I have devoted my career to providing assistance to those with disabilities and relish any opportunity to help the City of Pekin become more accessible to all its citizens.

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

I currently serve as the Assistive Technology Specialist for the TCRC Sight Center, where I assess, train, and provide consultation services to blind and low vision individuals across the state of Illinois. Additionally, I hold a Master's Degree in Assistive Technology and Human Services from California State University, Northridge.

Attached to this document, you will find my current resume.

What happens next?

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

Michael Williamson

Objective

To obtain a challenging, yet rewarding career that will allow me to use my experience working in pressure situations as well as give me the tools and the ability to grow within the career.

Work experience

October 2012 – Present TCRC Sight Center East Peoria, IL

Programs Administrator

- Oversee the budgets, services, and operations of all Sight Center Programs
- Supervise all employees of the Sight Center
- Provide feedback (via monthly/quarterly documentation) to Sight Center stakeholders.
- Ensure the Sight Center provides quality service to all individuals involved with Sight Center programs.

Oct 2006 – Present TCRC Sight Center East Peoria, IL

Technology Specialist

- Teach computers and assistive technology to blind and low vision students.
- Provide technical support for the Center.
- Oversee and maintain a yearly budget of \$90,000
- Provide Braille translation to customers in need.

Feb 2006 – September 2006 Boys and Girls Club of Prairie Central Fairbury, IL

Executive Director

- Oversee the daily operation of two Club units.
- Attain financial support through fund raising, sponsorship acquisition, and grant writing.
- Ensure resource and board development
- Complete yearly budget and oversee the fiscal management of the Club.
- Collaborate with various community members and organizations to obtain support for the Club.

** Due to the death of my grandmother, from the month of September '05 to January '06, I was assisting my family. **

Dec. 2003 – Aug. 2005 Colorado West Mental Health Grand Junction, CO

Coordinator; Senate Bill 94 Tracking Program

- Supervise the Juvenile Justice Program Tracking Team.
- Oversee the budget, case assignments, and daily operation of the program.
- Collaborate with other Senate Bill 94 personnel to solidify alternatives to detention placements.
- Collaborate with judges, probation officers, and other justice system personnel to determine necessary services.
- Supervise and police the youth in the program.
- Set up mental health services with various providers.
- Serve as direct contact to the judges, D.A.'s and public defenders via court reports and direct conversation during court.
- Set up any additional services on an "as needed" basis.

Oct. 2002 – Nov. 2003 Children's Home Association of IL Peoria, IL
Shift Leader, Atlantis Unit

- Supervise the direct care staff on the unit.
- In charge of scheduling, overseeing budgets, and basic operation of the unit.
- Provide crisis intervention through on-call duties.
- Handle work related problems and crises as needed.
- Work directly with the coordinator to see that the unit is operating as it should.
- Act as coordinator in the coordinator's absence.

Feb. 2002 – Nov. 2003 Children's Home Association of IL Peoria, IL
Activity Liaison, Atlantis Unit

- Develop and oversee various recreational activities for our unit.
- Work directly with the activity coordinator to plan and provide therapeutic activities for all the youth of the agency.
- Track and log the various activities, and who was present at the activities.
- Plan meals and other motivational activities for the youth.

Sept. 2001 – Nov. 2003 Children's Home Association Of IL Peoria, IL
Residential Counselor

- Provide direct care to 10 adolescent, male, DD sex offenders.
- Teach the youth life, social, and academic skills.
- Provide therapeutic crisis intervention to youth in crisis.
- Transport youth to court, home visits, etc.
- As the *medical representative* for the unit I was in charge of filling, tracking, and facilitating change of the youth's respective medications.

Training Record

- Certified Access Technology Trainer
- Extensive training for supervisors/management
- Extensive training dealing with the juvenile justice system
- Extensive training dealing with the sex offender population (SACY).
- Logged over 150 hours of training dealing with troubled youth.
- Trained in TCI (therapeutic crisis intervention).

2000 – 2003; 2007 – Present Pekin Community High School Pekin, IL
Wrestling Coach

- Head coach for the junior varsity, sophomores, and freshman.
- Assistant varsity coach.
- In charge of instructing youth and managing tournaments.

Volunteer Opportunities/Memberships

- Member: Peoriarea Blind People's Center (board member 2008-2010)
- Football coach for Pekin Community High School
- Coach – Pekin Boys/Girls Club

Education

2011-2012 California State University, Northridge CA

- Master of Science, Assistive Technology & Human Services
- Graduated with Distinction (Honors)

1996 - 2000 Augustana College Rock Island, IL

- B.A., Social Sciences/Education.

- Spent 9 out of 13 trimesters on the dean's honors list.

References

Available upon request.

Licenses

DCFS Caseworker Licensure.

Certified Access Technology Instructor (Access Technology Institute)

ASEP Coaching Certification

RESOLUTION No. 66 - 12/13

PEKIN, ILLINOIS, April 8, 2013

RESOLUTION BY COMMISSIONER _____

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Final Plat of Lot 3 of Block 1 of the Resubdivision of Riverway Business Park**

is hereby approved.



SIGNED BY _____

MAYOR.

7701 N. ROCKVILLE AVE., SUITE 100
MILWAUKEE, WISCONSIN 53114
(608) 669-9222 / (608) 669-9220 Fax
www.j-w.com

Case	Description
1. 66529/1	CHONDRO SARCOMA OF BOW

1

10

1992

1

1

FINAL PLAY OF
LOT 3 OF BLOCK 10

**THE RESUBDIVISION
OF RIVERWAY
BUSINESS PARK**

CECILE H. MOORE

Date: 12-03-12

Reviewed. **PLM**
Book No.: PE-O-121 Recd: 11-07-12

THE YEAR

PLAT OF SURVEY

1000000 123-0

—

PL024121

**NOTICE OF PUBLIC HEARING
ADOPTION OF BUDGET FOR FISCAL YEAR
MAY 1, 2013 THROUGH APRIL 30, 2014
BY THE CITY COUNCIL AND MAYOR OF THE
CITY OF PEKIN
PEKIN, ILLINOIS**

On Monday evening, April 8, 2013 at 5:30 p.m., a public hearing will be held by the City Council of the City of Pekin in the City Hall at 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony relative to the adoption of the budget for the City of Pekin for fiscal year May 1, 2013 through April 30, 2014, which budget has been published and is available for the public inspection at the Office of the City Clerk at 111 S. Capitol Street, Pekin, Illinois, during regular business hours.

You are further notified that said proposed budget may be further revised and passed after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the City of Pekin,
Illinois.

TIMELINE-BUDGET

assumes

- Budget presented at the Council meeting of April 8, 2013
- Public Hearing and Resolution to be held at same meeting and that the resolution when presented is not laid over or tabled
- the presentation and adoption by Council are on the same date

03-26-13	Notice of public hearing to Pekin Daily Times (at least four working days prior to publication)
03-29-13	Tentative Budget made available for public inspection (at least ten days prior to hearing).
04-01-13	Notice of public hearing published (at least 7 days prior to public hearing)
04-08-13	Public Hearing
04-08-13	Resolution approving Budget

Memo



To: Council Members

From: Joseph W. Wuellner, P.E. – City Manager

CC: Darin Girdler, Angie Evans, Sarah Newcomb, Jim Wolf, Burt Dancey, & Sue McMillan

Date: March 25, 2013

Re: Draft – FY 2014 Budget

Council Members:

Here is the Final Draft of the FY 2014 Budget for your review and comment. This document will be made available to the public on Friday, March 29, 2013, and will be on the agenda for a Public Hearing at the meeting on April 8, 2013. Please look over the document and provide comments to us by noon on the 29th so any updates or changes can be included in the document that will be released to the public.

All of the potential revenue sources have been verified and included where applicable and includes the Federal Grant for \$184,000 that was just awarded to the Fire Department to help replace outdated cardiac equipment. With these changes, the projected balance of the General Fund is \$421,990 and the Enterprise Fund balance is \$1,908,312.

In order to balance the General Fund portion of the budget the adjustments were made to the following items in addition to the changes that were pointed out at the last session:

1. Storm Water - we have included a bond in the amount of \$1,250,000 to cover the costs of the Cambridge/Shire and Broadway Road projects. This will cover the cost to have these jobs completed.
2. Inspection Department there is a reduction in the number of hours that the four Building Inspectors will be working. This Department will become part time with Inspectors working an average of 4 to 5 hours per day. The 24 hour call-in requirement to schedule inspections will have to be followed instead of same day call-ins as they have been doing.

We will continue to look at other operations currently being performed by City employees that come out of the General Fund for ways to reduce costs on items that are not core functions.

In the Enterprise Funds you will notice changes in three of the funds and they are as follows:

1. Tourism – with the completion of Griffin Avenue, the first payment per the Developer's Agreement for \$500,000 will be made during this fiscal year. This will come from the reserves of this fund. After this initial payment, the remainder will be handled with annual payments.
2. Sewer – the first payment on the initial IEPA loan will be due March 2014 which is in this fiscal year.
3. TIF – there was some question as to the end date of the TIF Sales Tax rebates. It was confirmed that it runs through December 31, 2013 so revenue was added to both the State and City Sales Tax lines.

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

Thanks, *Jac*

RESOLUTION NO. 67 12/13
RESOLUTION ADOPTING THE FISCAL YEAR
MAY 1, 2013 THROUGH APRIL 30, 2014 BUDGET FOR THE
CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin, Illinois has adopted the budget system authorizing expenditures; and

WHEREAS, the City has caused notice to be published on that a public hearing on the proposed Budget for fiscal year May 1, 2013 through April 30, 2014 would be held on April 8, 2013 and further that said proposed Budget was available for inspection in the City Clerk's Office; and

WHEREAS, a hearing was held this date on the proposed Budget before the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS AS FOLLOWS:

Section 1 : That the Budget for the fiscal year May 1, 2013 through April 30, 2014 of the City of Pekin be and the same is hereby adopted.

Section 2 : That the administrative staff of the City shall cause the Budget as adopted to be compiled, printed, and bound in book form for distribution.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS

this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN

**RESOLUTION NO. 12/13
A RESOLUTION ADOPTING THE FISCAL YEAR
MAY 1, 2013 THROUGH APRIL 30, 2014 BUDGET
FOR THE CITY OF PEKIN, ILLINOIS**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 8TH DAY OF APRIL, 2013**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 8TH DAY OF APRIL, 2013**

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 8TH DAY OF APRIL, 2013 ADOPTED RESOLUTION NO. 12/13, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2013

(SEAL)

SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: LHF Yard Waste Agreement

AGENDA DATE REQUESTED: April 8, 2013

ACTION REQUESTED: Approve the agreement with LHF Compost, Inc. for the disposal of the yard waste collected in the City of Pekin for a term of 5 years at the rates shown.

DESCRIPTION: The Solid Waste Department collects all of the yard waste in the City and transport to an approved site for disposal. Until last year, this waste was taken to a site on the south side of town for disposal but as of January 15, 2012, the site was closed and we looked at creating our own site. This effort ran into numerous IEPA requirements before we could get it operational last year and it was decided to find another means of disposal.

We checked with other communities who collected yard waste and found that there was only one location close by. LHF is located out by the Peoria Airport and handles all of the yard waste in this area. They provided us with pricing for last year only since we were looking at other options for solid waste collection.

Since we are going to continue to do the collection, we asked for a multi-year pricing schedule from LHF for providing the disposal service. The attached document is the proposed agreement which lists the prices for the years 2013 through 2018 and the terms and conditions. I recommend that this agreement be approved for the term and prices stated.

FINANCIAL IMPACT: Funding is included in the budget for this item and is sufficient for the normal amount of material disposed of annually.

NEIGHBORHOOD CONCERNS: Helps to keep streets clear of grass clippings, branches, and leaves.

IMPACT IF APPROVED: City will have a location for the disposal of yard waste.

IMPACT IF DENIED: City will have to find another location for disposal or cease the yard waste collection service.

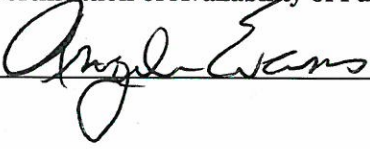
ALTERNATIVES: none

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: 3-29-13 **Corporation Counsel:**

Date:

City Manager: 

Date: 3/29/13

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2013, by and between the City of Pekin, County of Tazewell, Illinois, a Municipal Corporation hereinafter referred to as the CITY and LHF COMPOST, INC. hereinafter designated as the CONTRACTOR regarding the disposal of yard waste collected in the City of Pekin.

TERM OF AGREEMENT

1. This Agreement shall commence on April 1st, 2013 and shall terminate on January 15th, 2018.
2. "Yard Waste" shall include landscape waste and shall mean any and all accumulations of grass, leaves, branches, shrubs, vines, trees, and other similar vegetative items generated by the maintenance of lawns, shrubs, gardens and trees. No trees or parts of thereof shall be in excess of six (6) inches in diameter or five (5) feet in length. Yard Waste must be either loose, in bundles tied with twine or rope (not wire) or in paper yard waste bags. No plastic bags shall be allowed.
3. The CONTRACTOR agrees to accept, and the CITY agrees to dispose of at the compost facility, all yard waste, as defined herein, which is collected in the CITY'S corporate limits during the term of this Agreement from the CITY'S grounds keeping (excluding street sweeping) and from residential buildings with four or fewer dwelling units located within the CITY'S corporate limits, including additional residential units which may hereafter be erected or become operative within the corporate limits of the CITY during the term of this Agreement. For purposes of this Agreement, it is mutually understood that in a good faith approximation of the number of dwelling units served for the year 2013 is 12,000. The CITY makes no warranties

that the number is correct; however, said the number will be considered as the basis of this Agreement until modified pursuant to its terms.

4. The CITY shall pay to the CONTRACTOR according to the following schedule of yard waste disposed at the compost facility.

April 1, 2013 through January 15th, 2014 \$8.75 per cubic yard of yard waste.

April 1, 2014 through January 15th, 2015 \$9.28 per cubic yard of yard waste

April 1, 2015 through January 15th, 2016 \$9.84 per cubic yard of yard waste

April 1, 2016 through January 15th, 2017 \$10.43 per cubic yard of yard waste

April 1, 2017 through January 15th, 2018 \$11.06 per cubic yard of yard waste

The CONTRACTOR shall invoice the CITY weekly, payable within thirty (30) days for disposal of all yard waste as described herein at the CONTRACTOR'S facility. The invoice shall include the amount of material received per Cubic Yard (CY) times the Unit Price set above for a total Invoice amount.

In addition, the CITY agrees to pay any tipping fee or other fee or tax hereafter imposed by any government agency for the privilege of disposing yard waste at the facility. Other than as set in this paragraph, there shall be no additional gate, tipping, or entry fee imposed on the CITY for the use of the aforesaid compost facility.

5. All Yard Waste loads shall be full loads unless it is necessary to dispose of a partial load to meet the 24-hour limit set in Paragraph Eight (8) of this Agreement.

6. The CONTRACTOR shall conduct operations at its expense under this agreement in compliance with all local, State, and Federal laws and regulations governing Composting sites and yard waste disposal facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this Agreement.

7. The composting site and facility shall be available for disposal during the normal business hours between 8:00 A.M and 4:30 P.M. Monday through Friday from January 1st till January 15th, and April 1st till December 31st of each year, and other reasonable dates and times as requested by the CITY as necessary to accommodate disaster and storm cleanup collections and Saturday collections due to Holidays.

8. Trucks must be emptied at the compost site within twenty-four (24) hours after being first collected began. The CONTRACTOR shall have the right to refuse any trucks or composting materials not meeting this requirement.

9. During the term of this Agreement the CITY and its haulers shall have a license to enter the composting site and compost facility for the limited purpose of , and only to the extent necessary for, off-loading yard waste a the location and in the manner directed by the CONTRACTOR. After off-loading the waste, the CITY'S haulers/personnel shall promptly leave the composting site or compost facility.

10. The CONTRACTOR agrees to indemnify, save harmless and defend the CITY , its agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto, including cost of defense, settlement, and reasonable attorney's fees, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused by negligent or willful acts or omissions of the CONTRACTOR'S employees or its subcontractors in the performance of the Agreement. The CONTRACTOR acknowledges, however, that the CITY may provide indemnification to its customers in reliance on the indemnification provided to the CITY in this paragraph.

11. The indemnification provision set above the CONTRACTOR includes but is not limited to claims against the CONTRACTOR which arise out of, are related to , or are based upon the disbursal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant or hazardous materials as defined by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency now or in the future or into the atmosphere, or on onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

12. The CONTRACTOR shall at all times during the term hereof, maintain public liability and property damage insurance covering all of its operations hereunder in amounts of no less than ONE MILLION (\$1,000,000.00) DOLLARS combined bodily injury and property damage limit per accident, and the CITY shall be named as an additional insured only to the extent of the CONTRACTOR'S negligence.

13. The Agreement shall be binding upon and shall inure to the benefit of the parties here to and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor as to the work, notwithstanding in certain respects that the CONTRACTOR is required to follow direction of designated CITY officials (this shall include but not be limited to reporting procedures), and that the CONTRACTOR is no respect an agent, servant or employee of the CITY. This Agreement specifies the work to be done by the CONTRACTOR but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided for in this agreement.

15. Should the CONTRACTOR fail to accept yard waste hauled to its facility at the time and in the manner required, and the CITY determines said failure constitutes a breach or default by the CONTRACTOR, the CITY may, after one hour's notice, redirect delivery of said yard waste to another compost facility or site. This is a non-exclusive remedy and shall not limit in any way the CITY'S right to other legal remedies.

16. The CONTRACTOR shall furnish the CITY or the CITY'S authorized representatives with every reasonable opportunity for ascertaining whether or not its obligations are being performed in accordance with the requirements of this Agreement. On a **WEEKLY** basis the CONTRACTOR shall supply the CITY with tickets of daily volumes (e.g. cubic yards and tons) of the yard waste deposited at the facility. The CITY may appoint authorized representatives to inspect the CONTRACTOR'S operations and records related to the composting facility at any reasonable time and the CONTRACTOR shall admit authorized representatives of the CITY to make such inspections at any reasonable time and place.

17. The CONTRACTOR specifically agrees that any strike or labor dispute of any kind or character involving the CONTRACTOR, the CITY, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of the CONTRACTOR as per the terms and conditions hereof.

18. If the CONTRACTOR becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against the CONTRACTOR, the Mayor of the CITY may then declare the Agreement canceled or at the option of the CITY, may treat this Agreement as operative.

19. The CONTRACTOR assures the CITY that it is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and

Federal Executive Orders No. 11246 and 11375, which are incorporated herein by reference, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

20. The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as required by Article II of the Illinois FEPX Rules and Regulations, is considered to be a part of any contract or purchase agreement.

21. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois statutory requirements and prohibitions regarding the sexual harassment of employees, including but not limited to those pertinent provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

DATED at Pekin, Illinois, this _____ day of March, 2013

CITY OF PEKIN, a Municipal Cooperation

By _____

Mayor

ATTEST:

CITY CLERK

DATED at Pekin, Illinois, this _____ day of March, 2013

LHF Compost, Inc.

By _____

PRESIDENT

ATTEST: _____

SECRETARY



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Darin Girdler, Sue McMillan, & Burt Dancey

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Utility Easement, VFW at 14th Street

AGENDA DATE REQUESTED: April 8, 2013

ACTION REQUESTED: Approve easement to Ameren Illinois for gas line and regulator station on City owned property at VFW & 14th Street.

DESCRIPTION: The City owns the NE corner lot at VFW and 14th Street which is the proposed relocation of the existing gas line and regulator station. Due to the construction of Veterans Drive through this intersection, the existing lines and regulator station need to be moved. Ameren Illinois is requesting a 10 easement on the property line adjacent to the right of way for the road. This would be in the setback portion of the property and will not affect any future development of the property.

Recommend granting Ameren Illinois the easement for the relocation of the gas lines and regulating station.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Allows for the relocation of gas utility lines and station making way for the construction of Veterans Drive.

IMPACT IF DENIED: Will delay the construction of Veterans Drive until Ameren can find another location.

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director: 
Date: 3/12/13
Finance Department (Certification of Availability of Funds):
Date: Not Applicable
Corporation Counsel:
Date:
City Manager: 
Date: 3/18/13

copy for
your files

EASEMENT
(Gas Pipeline)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that THE CITY OF PEKIN, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100^{ths} Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, add to the number of and patrol a natural gas line or lines consisting of piping, hardware, valves, communication lines, and other appurtenances thereto, upon, over, across, and under the following described land in Section 14, Township 24 North, Range 5 West, 3rd P.M., Cincinnati Township, Tazewell County, Illinois, to-wit:

A part of the East Half of the Northwest Quarter of Section 14, Township 24 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

A strip of land 10 feet of even width lying adjacent to and North of the North Right of Way line of VFW Road, more particularly described as shown on the sketch attached hereto and made a part hereof.

ID#10-10-14-205-009

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, The City of Pekin has caused these presents to be signed.

The City of Pekin

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS

COUNTY OF _____

}

SS

This instrument was acknowledged before me on _____,
20____, by _____ as _____ of _____

Notary Public

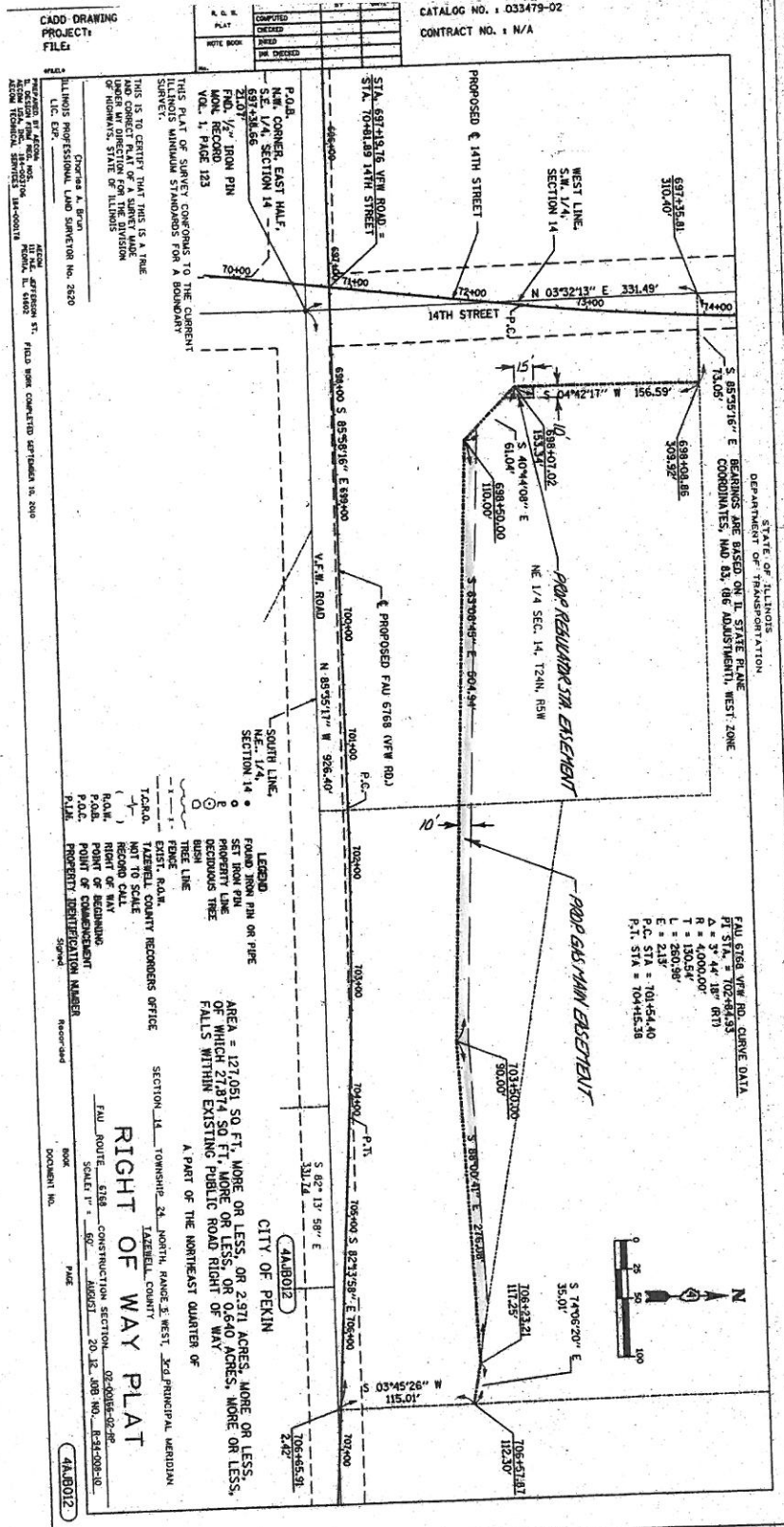
Prepared by: Paula Sue Christiansen

Return to: AmerenIllinois
Real Estate Department
300 Liberty Street
Peoria, IL 61602

PSC
WR#
03/04/13

FOR OFFICE USE ONLY				
QTR	QTR-QTR	SUBDIVISION	LOT NO.	FACILITY NAME
NE				

Page 3. of 3





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Hanson Professional Services Inc. for the Traffic Study of IL29, Front Street and Distillery Road

AGENDA DATE REQUESTED: April 8, 2013

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for the Engineering Traffic Study of the area of IL 29, Front St. and Distillery in the amount of \$30,200

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services Inc. for a traffic engineering study to determine the effects of any additional development or improvements to businesses along Front Street and Distillery Road. The study will specifically address any improvements needed to facilitate ingress and egress movements to this area. With the large amount of truck traffic already to this area, any proposed improvements and additions to the area will cause greater strain on the roadways. Already the pavement and shoulders are starting to fail under the current conditions. There are safety concerns as well due to the poor sight distance for vehicles due to trucks trying to access the area off of IL 29. Then once Veterans Drive construction is completed, all truck traffic to this area from the East will be routed through this corridor adding to the congestion.

This Study is the first step needed to address the roadway network of Front Street and Distillery Road so the City can be proactive in trying to resolve the traffic and maintenance problems in this area. The results of this study will provide the City with the necessary information on what improvements are needed and the associated cost for those improvements for future planning and budgeting. Also additional outside funding may be available from the information gathered during this study.

I recommend this agreement be approved

FINANCIAL IMPACT: \$30,200 of Capitol Funds

NEIGHBORHOOD CONCERNS: None

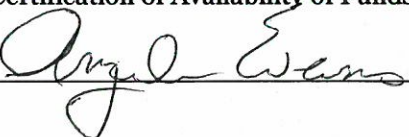
IMPACT IF APPROVED: The necessary information needed for future improvements along with the cost for budgeting will be provided. Also this information will provide assistance in trying to obtain additional outside funding.

IMPACT IF DENIED: The information on what improvements are needed will not be provided so future planning will be deferred until problems arise

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: 3/28/13	
Finance Department (Certification of Availability of Funds):	
Date: 3-29-13 	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 3/29/13	

Professional Services Agreement

C12L0052

This Agreement is made this _____ day of April, 2013 between the City of Pekin, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with the Front Street Traffic Study, subsequently referred to as "Project."

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

The attached General Conditions (C/S Rev. 4) are incorporated into and made a part of this Agreement.

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

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

Hanson Professional Services Inc.

Client

By: _____

By: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Professional Services Agreement C12L0052 Attachment A – Scope of Services

Agreement Date: April , 2013

Project: Front Street Traffic Study

Project Description:

Front Street is a narrow two-lane road in the City of Pekin that has a high volume of truck traffic. This project will provide a traffic engineering study determining the effects of constructing a public port terminal along Front Street on the surrounding roadway network. The traffic study will specifically address roadway improvements that will be necessary to facilitate ingress and egress movements from the port terminal.

Services:

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

1. The following data will be provided by IDOT:
 - a. Complete a.m. and p.m. peak hour traffic counts at four (4) intersections (see location map)
 - i. IL 29 and Distillery Road/Koch Street
 - ii. IL 29 and Washington Street
 - iii. IL 29 (2nd Street) and Fayette Street
 - iv. IL 29 (3rd Street) and Broadway Street
 - b. Complete three (3) Average Daily Traffic counts to determine truck percentages
 - c. Counts will be taken on two days – Monday/Tuesday or Thursday/Friday
 - d. Provide data for IL 9 traffic through Pekin that will be detoured to IL 29 once Veteran's Drive is complete.
2. Participate in stakeholder interviews with the City and IDOT:
 - a. TransPort staff
 - b. Aventine staff
3. Review existing information:
 - a. Port terminal concept layout
 - b. Port terminal economic plan to help complete trip generation
4. Complete crash analysis and identify potential safety improvements using the IDOT safety data mart
5. Complete trip generation for port and surrounding facilities

6. Identify impacts caused by the port terminal in the interim and ultimate phases
7. Complete queuing analysis for port terminal ingress trucks
8. Complete trip distribution
 - a. for generated port terminal traffic
 - b. for the upcoming IL Route 9 route change
9. Complete capacity analysis for interim and ultimate phases at four (4) intersections
 - a. IL 29 and Distillery Road/Koch Street
 - b. IL 29 and Washington Street
 - c. IL 29 (2nd Street) and Fayette Street
 - d. IL 29 (3rd Street) and Broadway Street
10. Provide existing and anticipated structural design traffic volumes for two (2) sections of Front Street
11. Complete a pavement design for up to two (2) sections of Front Street
12. Provide up to two (2) typical section exhibits for Front Street
13. Provide order of magnitude opinions of probably cost for budgeting purposes
14. Prepare a report with findings and recommendations
15. Project Management
 - a. Attend two (2) coordination meetings with City staff
 - b. Financial Control (1 hr/month)
 - c. Schedule Controls (1 hr/month)

Professional Services Agreement
C12L0052
Attachment B – Charges for Services

Agreement Date: April , 2013

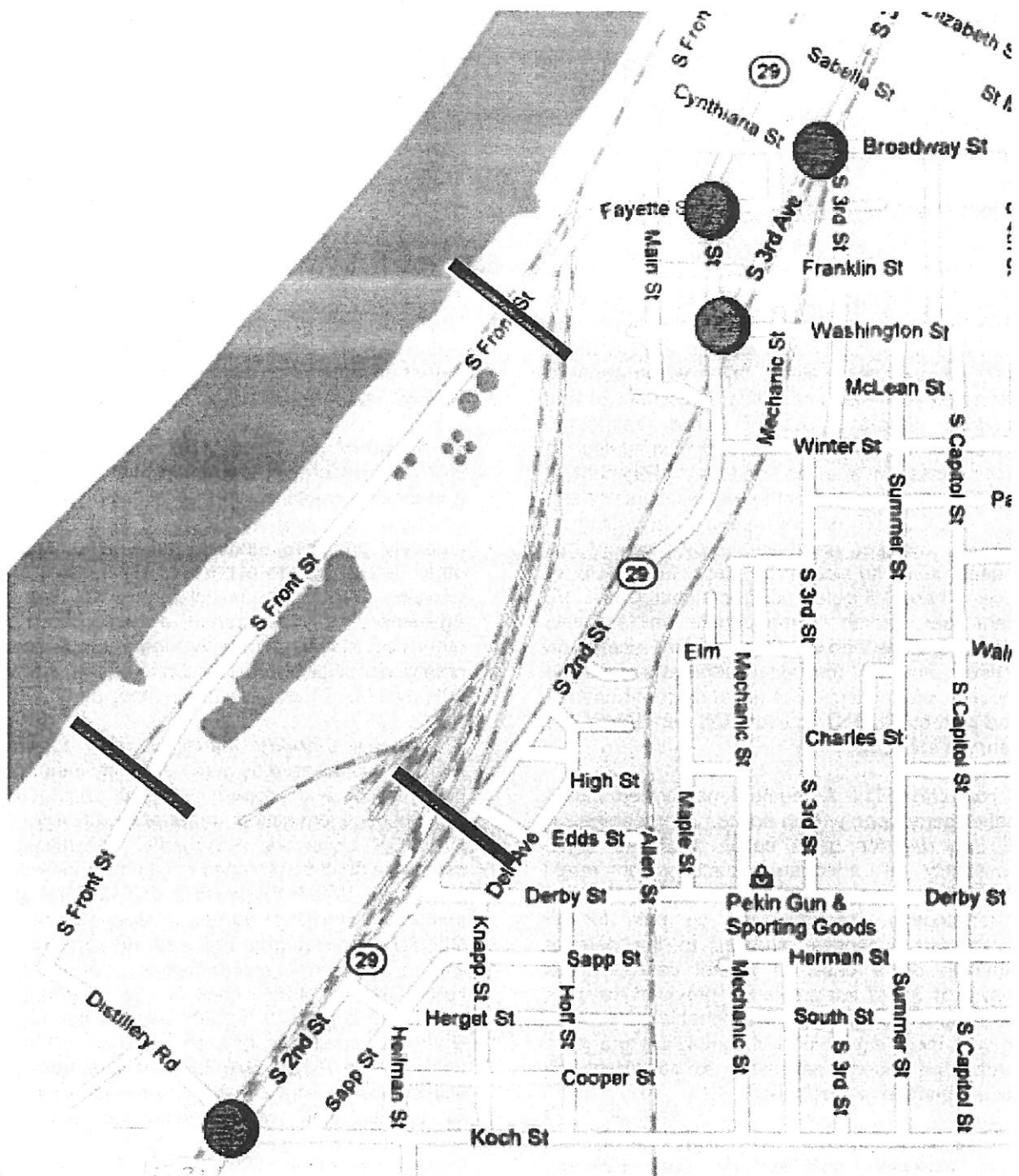
Project: Front Street Traffic Study

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus expenses. Computer-aided design, drafting, and technical software will be invoiced at \$15 per hour. Mileage charges for automobile usage will be invoiced at the current federal mileage rate. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Scope of Services for this project will be \$30,200. Hanson agrees not to exceed \$30,200 without prior notification to the Client.



General Conditions

Hanson Agreement: C12L0052

Agreement Date: _____

Project Name: Front Street Traffic Study

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

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

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

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

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

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

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

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

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

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or

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

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

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

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

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

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

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

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

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for

the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

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

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

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

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or

nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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