



REGULAR COUNCIL MEETING MONDAY, MARCH 24, 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 ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting March 10, 2014. 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: Liquor Commission Minutes February 27, 2014, Traffic Safety Committee Minutes March 7, 2014, Mayor's Advisory Committee For Persons With Disabilities Minutes October 10, 2013, Tazewell County Animal Control February Report, and Police Department February Report.		
7.2 Receive and File Request for Proposals: Modular Office for Waste Water Treatment Plant; Terrestrial LiDar and Street Sign Inventory; and Lawn Maintenance.		
7.3 Receive and File: IDOT Agreement for Local Agency Railroad-Highway Grade Crossing Improvements for warning signal devices at Derby Street.		
7.4 Proclamation: "National Library Week" April 13-19, 2014 "Parkinson's is the pits" Month of April, 2014		
7.5 Receive and File: Resignation of William R. Baker from the Pekin Municipal Airport Commission.		
7.6 Resolution No. 96-13/14 – Zoning Map of the City of Pekin		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Library Schematic Design Submittal Presentation	JB	4
9.0 NEW BUSINESS		

9.1 Lawn Maintenance DESCRIPTION: Mowing, trimming, and weed control of grass on properties owned by the City. ACTION: Motion to accept the proposal and award the contract to Golf Green. VOTE REQUIRED	JW	5
9.2 Resolution No. 95-13/14 – Illinois Department of Transportation Resolution for Improvement by Municipality DESCRIPTION: Appropriating Motor Fuel Tax Funds in the amount of \$150,000.00 for the City's share of replacing the structure carrying Sheridan Road over Lick Creek and the collateral approach roadway work. ACTION: Motion to adopt the resolution. VOTE REQUIRED	JW	3
9.3 Amendment No. 1 to the Agreement with Farnsworth Group DESCRIPTION: Amendment to Agreement for Engineering Services for the City of Pekin Long Term Control Plan (LTCP) Wastewater Treatment Plant Phase 3 and 4 Improvements. ACTION: Motion to approve the Amendment in an amount not to exceed \$1,046,100.00. VOTE REQUIRED	JW	3
9.4 Ordinance No. 1462-A331-13/14 – Amending the Traffic Code of the City of Pekin 1995 Title 8, Chapter 4, Section 1.D. Regarding No Parking Peoria Street DESCRIPTION: Traffic Safety Committee recommendation to amend the No Parking Schedule to restrict parking on the east side of Peoria Street from Derby Street to Koch Street. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JK	2
9.5 Ordinance No. 1462-A332-13/14 – Amending the Traffic Code of the City of Pekin 1995 Title 8, Chapter 4, Section 3.F. Regarding Handicapped Spaces DESCRIPTION: Traffic Safety Committee recommendation to amend the list of spaces designated as ADA-accessible parking intended for additional Courthouse parking. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JK	2
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)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW	Joseph Wuellner City Manager	JB	Jeff Brooks Director Pekin Public Library
JK	James Kaminski Deputy Police Chief		

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 10, 2014 AT 5:30 O'CLOCK P.M.**

LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: COUNCIL MEMBER HENDRICKS

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

Roll was called. All members were physically present except Council Member Hendricks. A quorum was present.

AGENDA

Motion by Council Member Gillespie, 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 Gillespie, seconded by Council Member Orrick that the **minutes of the Regular City Council Meeting of February 24, 2014 and the Special Budget Work Session of March 3, 2014 be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS There were no comments

CONSENT AGENDA

Motion by Council Member Abel, seconded by Council Member Gillespie 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: Police Department January Report, Building Department Inspections and Zoning January and February Reports, and Human Right Committee minutes dated January 22, 2014.
7.2 Receive and File Pekin Planning Commission Minutes dated February 12, 2014.
7.3 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #02-1875 and 02-1876 recommends approval of the Site Plan and Special Use for a Stadium Booster Station for Illinois American Water Company located at 1880 Court Street and zoned R-4 (Single Family Residential District) in Tazewell County, Illinois.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

PRESENTATION TRAFFIC SAFETY COMMITTEE NARROW STREETS

Ron Mayeur, a citizen member of the Traffic Safety Committee (TSC), gave a brief history of the Committee. Mr. Mayeur told the Council it was felt the narrow streets were an issue with the snow plows, larger fire trucks and garbage trucks. He advised that the TSC was not looking to change ALL of the narrow streets and provided a memo prepared by the City Engineer Michael Guerra with several options for change. It was noted that SUVs and trucks were getting taller and that itself caused visibility issues especially for children. In conclusion he asked to receive Council's direction by meeting with them. Mayor Barra asks for time to review the memo and offered to set up a special meeting with the narrow streets as the only item. Council Member Gillespie stated the meeting and changes were needed for a method in finding a way to solve the issue. Council Member Orrick did not see too much of an issue on a daily basis on all streets. He voiced concern that people would walk across streets in the middle not at the intersections to get to their houses. Mr. Guerra stated the committee would look at the ADT (average daily traffic) and the IDOT regulations for street width to help provide uniformity.

NINE MONTH JANUARY 31, 2014 FINANCIAL REPORT

TREASURER JAMES WOLF provided 4 reports of which he highlighted numbers he focused on.

The reports presented Year to Date (YTD) actual, YTD budget and previous budget YTD.

The income statement (revenues over expenditures) the past 9 month period had unusual events which he explained in the presentation.

He reported the following:

- Total General Fund -\$562,018 much less than last year at the same time
- Pulled out Solid Waste and Storm Water to show the costs of the service funds
- Tourism negative but the result of Griffin Drive payments to the contractor
- Sewer dept operations only a positive \$263,000 but catching up with billing cycles
- Funds from the state for VFW road distorted the receipts
- School Bus fund catching up due to the school year and our fiscal year not matching up
- Airport had some big expenses which were planned and waiting reimbursement for fuel pumps
- Economic Development had distorted results from loan made for East Court Village
- Insurance had larger revenues as the City changed how the finance department charge departments for the expense
- Vehicle Maintenance Fund showed expenses for departments which he felt was showing better control by individual departments

Council Members made comments and questions from the members were addressed:

- School bus paid quarterly by the schools and the airport's projects are reimbursed at 90%
- City portion approximately \$1.1 million using reserves from Tourism for payment of Griffin Drive
- School Bus projected to make an estimated \$250,000
- Airport money comes from Federal Aviation Administration that is funneled through the state

The second report Major Revenue Sources showed property taxes higher than expected, for which Mr. Wolf also noted the allocation of property taxes among the budget. He warned that sale taxes have been down nearly 11%, but surrounding communities were seeing an increase in sales tax revenue. Income tax and replacement taxes were positive; packaged liquor and food and beverage taxes were holding. Video gaming tax was not budgeted, but brings in about \$8-10,000 per month. The sewer department operations *only* was stated as a positive \$263,000, it was felt the fund was coming around in catching up on billing cycles.

Council Member Orrick noted the state raised income tax rate a few years ago, but Wolf confirmed that money did not come to the cities. Council Member Orrick questioned where the AMT franchise fee and was told the fee was received in installments. Council Member Abel asked if higher sales tax dollars were generated last year. Mr. Wolf advised that it seemed to be showing numbers similar to 2 years ago and he speculated that it may be online purchases affecting the City of Pekin sales tax. Council Member Golden asked how many pipeliners were in Pekin. Mr. Wolf said the City had not really seen an uptick as a result of the Enbridge workers. Mayor Barra advised that half the operations moved southwest already and the pipeline suspended work in February and March due to weather.

Mr. Wolf next reported that City revenues were taking a hit even in investment earnings. As a Treasurer he felt compelled to state that the City did not have a culture of over spending or have a spending problem – the City had a revenue problem. It was Mr. Wolf's opinion that revenue had not grown with the pace of the expenses. He said in 2008, then City Manager Denny Kief asked him to study the I-74 corridor cities and the tax and fees paid per capita. Of those 12 communities the City was dead last, even after including the food and beverage tax. When a city is lowest and last and the revenues are not keeping pace that is something to look at. He voiced concern that the City bond rating could be reduced due to the low revenue. In conclusion, Pekin had one of the lowest debt loads for operations.

NEW BUSINESS

Motion by Council Member Orrick, seconded by Council Member Abel that the **SITE PLAN FOR A STADIUM BOOSTER STATION AT 1880 COURT STREET FROM ILLINOIS AMERICAN WATER COMPANY** be approved. City Manager Wuellner presented the Pekin Planning Commission recommendation to approve a booster station for IAWC at the SE corner of Eastshore Drive and Court Street across from the High School stadium traditionally used for campaign signs. Plan met all setback and regulations. Council Member Golden noted the unit was prepacked and asked if it had siding and what type of roofing; He also asks if there were concerns from any neighbors. Mr. Wuellner said no concerns were presented at the hearing and the structure was specked out to fit in with the neighborhood. Council Member

Gillespie and McCabe stated concerns about the intersection being busy during construction. Mr. Wuellner advised the issue of boring or tearing out the road would be up to the contractor and conditions. Council Member Orrick asked if Illinois American had a franchise agreement. Mr. Wuellner responded that the talks stalled years ago, but he thought the City could pursue that with Illinois American. The Manager was directed to pursue the matter. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Gillespie that the **SPECIAL USE FOR A STADIUM BOOSTER STATION AT 1880 COURT STREET FROM ILLINOIS AMERICAN WATER COMPANY** be approved. There were no further comments on the project. On roll call vote, all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Orrick that the **2014 ACTION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT** be approved. City Manager Wuellner explained that HUD requires an Action Plan every year stating the needs, priorities, and plans for the upcoming fiscal year and performance measurements based from the Five Year Consolidated Plan. A public hearing was held on March 5, 2014. The action plan must be submitted to HUD before any CDBG dollars are allocated or expended in the upcoming fiscal year. Pamela Anderson, Community Development Director answered questions of the Council. Member McCabe asked if the fiscal year was similar to the City. Ms. Anderson stated yes and she did not see any timeliness issues. She expected to receive her federal allocation sometime in May. Last year this was where she found the excess funding for the Koch Street sidewalks. Council Member McCabe pointed out the late start last year to sidewalks was a result of late funding information. Council Member Golden asked what specs HUD required on projects. Ms. Anderson explained that Davis Bacon Section 3 reporting was followed. It was noted the construction specs were according to those set up by City Engineer Guerra. Council Member Golden commented that you could not tell if the sidewalks were put together well and IDOT specs state that concrete should not be poured when temps are falling below 35 degrees. He had batch plant reports and the temperature on some of the first day was 55 degrees and the next was 34 and he had R-value concerns and curing concerns. He did not see any blankets. Council Member McCabe stated he drove by and felt the sidewalks looked good. Member Golden indicated that the City does not know how the project was going to hold up. Mayor Barra stated that Mr. Golden's comments had no impact on the action plan. She asked the Clerk to call the roll. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Fire Chief Kurt Nelson reminded citizens to make sure to have working fire alarms and his department would be glad to help people update their batteries. Assistant City Manager Darin Girdler informed the Council that the staff was looking to get funding from the State IEMA.

Council Member McCabe was out of contact and would try to get back to everyone asap. Council Member Abel noted the only issue he saw with the IL American project was no one would have a place for political signs. Council Member Gillespie commented that he hoped the day's weather was a good sign of no more parking bans to come. Council Member Orrick noted that the Pekin Township gave funds away to tornado victims and noted that the Mayor heard positive comments. Mayor Barra said she spoke to 125 very nice people who were truly appreciative for the City of Pekin, Street, Police and Fire departments.

Ivan Crossman 1410 Valle Vista, expressed concern that parking at the Dome along Veterans Drive was very congested last weekend. He noted there were still signs for the old bus routes that CitiLink doesn't serve anymore.

Tom Veatch 1415 Catherine, voiced his opinion that before other city services were cut there should be a fee enacted for garbage, especially since Pekin was the only City that did not fund the service in some way.

Lloyd Tennison 97 Sapp Street, stated his concerns of flooding in his area and especially near Kreigsmann Transport. He had two days he couldn't get to his house because of the flooding. He felt something was supposed to be done a long time ago and that industrial area was adding to the issue. Mr. Tennison asked that the work be completed.

Jim Mangan 1220Parkway Drive, addressed the Council regarding the budget. He indicated 70% of fire calls were following private ambulance calls and it was his opinion that was a strong indication of an overstaffed department. He suggested the Council look at reducing the department to balance the budget instead of reducing services to residents. He estimated it could save \$600,000. Mr. Mangan also suggested contracting out garbage and paying out of the General Fund, but at the same time reduce personnel costs. He felt the Council had given unaffordable wage increases, a burden on the public. He indicated the City had a spending problem when salaries are compared to the average Pekinite.

EXECUTIVE SESSION

Motion by Council Member McCabe, seconded by Council Member Orrick that the Council move to Executive Session at 6:48 p.m. to discuss 65 ILCS 120/2 (c) (5.) Acquisition of Property. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 7:01 P.M.

Sarah Newcomb
Deputy City Clerk
Sue E. McMillan
City Clerk



**LIQUOR COMMISSION MINUTES
THURSDAY, FEBRUARY 27, 2014
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Liquor Commissioner Barra called the meeting to order at 4:05 p.m.

PLEDGE of ALLEGIANCE led by Fire Chief Kurt Nelson

ROLL CALL

The following members were present for roll call: Liquor Commissioner Laurie Barra, Fire Chief Kurt Nelson, Police Chief Greg Nelson, Liquor Commission Member Buster Hanley and Liquor Commission Member Dale Vonderheide

Absent: Deputy Liquor Commissioner Rick VonRohr

Also present: Attorney Sue Bosich – Corporation Counsel
Public present: Nick Filarski and Denny Mullens

APPROVAL OF AGENDA

Motion made by Police Chief Greg Nelson to approve the Agenda for February 27, 2014, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES

Motion made by Police Chief Greg Nelson to approve the Liquor Commission Minutes of January 30, 2014, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Denny Mullen stated he was in the process of leasing the building/business next to him. He wants to keep the lease in his corporation name. He has both properties under the one lease right now. He still has 5 years remaining on this lease. This person is going to purchase and lease this business under his lease. He asked if he could sub-lease this business to the new person. Denny asked if Attorney Sue Bosich could look at the lease when he's finished drawing it up. Attorney Bosich stated he would need to produce a sub-lease. He asked what he would need for the new person to get his liquor license and if he would have to come before the Liquor Commission. He will need the completed application, liquor liability insurance, background check and the sub-lease. Site plan will not change and he would need to come before the Liquor Commission. Mr. Mullen stated he thinks the person has pulled the paperwork and has done a background check.

Mr. Mullen also asked about the 2% Food and Beverage tax citation he received last month about being late on the taxes. He stated he was late for November and December and this was already paid. Attorney Bosich stated he paid the taxes between the time she drafted the document and when it was sent out. Mr. Mullen states it was prior to the meeting when he was cited. He states taxes were paid prior to the Liquor Commission meeting on January 30. Attorney Bosich asked if he still owes interest on those. Mr. Mullen stated he does not know what the interest is on those. He's never received anything on what those were. Attorney Bosich stated he still owes one month and interest on two. Mr. Mullen stated he has paid that also. Mr. Mullen stated he was told it was questionable since it was back in August. Mr. Mullen stated he was in contact with Melanie about it and have talked back and forth. He stated he had the paperwork but he was looking for the check. Attorney Bosich stated you are still behind on the interest and you are still behind on August. Mr. Mullen asked if he was the only one

that was behind for a month that he was given a citation? Attorney Bosich stated No. He also asked if it was standard to issue citations after a month? Attorney Bosich stated Yes. 2% Food and Beverage taxes are to be paid by the 20th of the month. The Judge has told Attorney Bosich she should really be handing these citations over to the State's Attorney's Office because it's tax fraud. Attorney Bosich stated this is a City of Pekin Ordinance violation and she will handle them accordingly.

NEW BUSINESS

New Application: WWP Investments, LLC, 1005 Derby Street, Pekin, IL – Walter J. Zich, Jr.

Discussion: Attorney Bosich stated there were several places on the application that needed filled in. Asked if he had a DBA (doing business as). Mr. Zich, Jr. was waiting to see if the application would be approved before he filed a DBA with the State of Illinois. Also 1A "The object for which organized" and the Agent needs to be answered. Went over the site plan that was submitted; there are common bathrooms that will be shared with another business next door, there are doors separating the two businesses. There will also be video surveillance. Hours of operation right now will be 8:00am to 8:00pm 7 days a week, excluding Sunday which will be noon to 8:00pm. Mr. Zich, Jr. would like to open in 60 days.

Motion made by Liquor Commission Member Buster Hanley to approve the liquor license of WWP Investments, LLC for 1005 Derby Street, Pekin, IL contingent upon final walk-thru's, inspections and final liquor license. Seconded by Liquor Commission Member Dale Vonderheide. On roll call vote all present voted Aye. Motion carried.

2% Food and Beverage Tax late returns

Vicki Bass emailed late returns to the Liquor Commission on February 27, 2014.

The Dug Out Sports Bar was in and paid in full the 2% Food and Beverage tax. His business is now closed.

ANY OTHER BUSINESS

Attorney Sue Bosich informed the Commission that she will be filing charges from a police report against a bartender that did not call in a fight that had injuries. This will be on the next Liquor Commission meeting.

Police Chief Greg Nelson made a motion to adjourn, meeting adjourned 4:30 P.M.

Next Meeting will be Thursday, March 27, 2014 at 4:00 P.M. Liquor Commissioner Barra will be absent
Respectfully submitted, Paula Gensel

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MARCH 7, 2014 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Greg Nelson, Kurt Nelson, Mike Guerra, Bob Shaw, Ron Mayeur, Will Taylor Also present: Jim Kaminski, Bill Scarcliff, Lee Ann Wrhel

The meeting was called to order at 8:30 a.m.

Approval of Agenda – Kurt, seconded by Joe

Approval of Minutes of the meeting of February 5, 2014 – Will, seconded by Joe

Old Business:

1. Handicapped Parking Spaces Request – Courthouse Area

Greg received an email from Tazewell County Court Administrator Courtney Moessner requesting three additional handicapped parking spaces in the area around the courthouse.

- #1 The parking space designated for the coroner on Elizabeth Street will be moved into the lot behind the McKenzie Building and that space to be changed to a handicapped space.
- #2 The first parking space on Elizabeth Street west of the lot behind the McKenzie building that is currently designated for police vehicles to be changed to a handicapped space.
- #3 The first parking space on Court Street west of the lot behind the McKenzie building to be designated as a handicapped space.

Will made a motion to make a recommendation to City Council to change these parking spaces to be designated as handicapped spaces. Ron seconded the motion. All in favor.

New Business:

1. Parking on Peoria Street near Derby Street

After discussion of traffic congestion due to parked vehicles in this area, Ron made a motion to make a recommendation to City Council to designate the east side of Peoria Street from Derby Street to Koch Street as no parking. Joe seconded the motion. All in favor.

2. Parking Restrictions

An initial presentation regarding citywide parking restrictions is on the City Council agenda for Monday, March 10, 2014. The committee is looking for guidance from City Council regarding the direction council members are headed with this issue.

Around the Table

Will received a request from Scott Altman Primary School. The school would like to have the no parking hash marks on the sidewalk extended to cover the entire area where busses park for loading and unloading. Also, they asked for the "No Parking on School Days" sign that had been in place there to be replaced. The sign will be replaced. The school can extend the hash marks as that property is not city property.

Jim reported that parking enforcement is working through the snow route maps project.

Joe asked everyone to keep their eyes out for potholes that are developing. Please report the location of large potholes to the street department at 477-2325.

Mike reported that Audubon Drive near Court Street has a major issue with the street.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING APRIL 4, 2014 @ 8:30 A.M.

City of Pekin

Mayor's Advisory Committee for People with Disabilities

Minutes

October 10, 2013; 4:00 pm

Attending: Roy Davis, Mike Williamson, Pamela Anderson, Libby Holbrook, James Kolzow & Leia Stewart

- I. Welcome and introductions
- II. Approval of minutes (months of April and August): 1st L. Stewart; 2nd L. Holbrook; unanimously approved
- III. Old business
 - A. Update on ADA sidewalk project [2012 (\$87,740.98) & 2013 (estimated \$51,500)] \$139,240.89 total; environmental is completed, bid needs to be put together
 - B. Update on Public Transportation: City approved the transportation contract with Citi Link and Lift – service will continue as before (no major changes); TCRC has added a 3rd bus for transportation of clients with ambulatory needs; possibly Bridgeway could work with the City of Pekin to address their clients' needs;
- IV. New business
 - A. Brainstorm on public speaking ideas / locations
 - 1. ADA awareness - sight center is willing to partner with us; work with Advocates for Access
 - 2. Service organizations, churches (TCRC is cleaning in many local churches – possible contacts; older churches have ADA compliance issues), chamber of commerce events
 - 3. Where is the most ignorance?
 - 4. Work attributes of people with disabilities – want to work, value the work, aim to please, want to do a good job
 - 5. Ideas for content of presentations – heighten awareness, distribute our brochure, a disability could occur tomorrow, empathy, 1 in 4 in workplace have a diagnosed mental illness; 1 in 11 have major mental barriers/mental illness – employers can deal with what they see, but how to deal with what they can't see?
 - 6. Accessibility plan – transportation, attitudinal, employment barriers, communication, & architectural;
 - 7. Functional, accessible & usable – questions that need to be addressed
 - 8. Upcoming meetings – strategize on what will be discussed and where;

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
October 10, 2013; 4:00 pm

- 9. Survey/questionnaire/evaluation/comment cards
- 10. Online – askjane.org - employment barriers for people with disabilities
- 11. Thinking outside of the box – TCRC is helping employers think through the process of providing opportunities for people with disabilities
- 12. Helping redefine what reasonable accommodations are; don't cost as much as what you think; businesses have to provide reasonable accommodations

B. December meeting (reschedule / cancel) – P.
Anderson will send an e-mail about the availability of the 5th or 19th; 4 to 5:30 so strategizing on public speaking possibilities

V. Correspondence / around the table

- A. Leia – walk across 14th and Broadway difficult to get across; possibly re-calibrated?
- B. Get in Gear, Leia and Mojave completed 1 mile walk/run and received a medal;
- C. James – office is staying in Pekin for possibly the next year;
- D. Mike – sight center is here and willing to help ADA assessments for schools (will e-mail a brochure to P. Anderson)

VI. Adjourn – 4:55 pm

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 3-1-14

Billing For Month of February

\$3,753.83

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITAL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between February 1, 2014 and February 28, 2014

[illegible]

Total Cats picked up in Pekin: 11

Total Cats picked up in Pekin: 11

Total Others picked up in Pekin: 2

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin				2/28/2014	Dog	LAB	E	0	140281
	Owner R	City	4215 BRAODWAY	2/28/2014	Dog	LAB	E	0	140280
	Owner R	City	4215 BROADWAY	2/10/2014	Dog	LHASA	E	0	140222
	Owner R	City	65 GROVE PL	2/10/2014	Dog	LAB MIX	E	0	140220
	Owner R	City	10753 CANADA RD	2/19/2014	Cat	DSH			140247
	Individua	City	2 BROOKLAWN CT	2/12/2014	Dog	ROTT MIX	E	9	140235
	Individua	City	800 n 2nd						
	Total Dogs picked up in Pekin:								
Total Cats picked up in Pekin:									

Total Dogs picked up in Pekin: 5
Total Cats picked up in Pekin: 1
Total Others picked up in Pekin: 0

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

	FEB 2013	JAN 2014	FEB 2014
TRAFFIC TICKETS	361	362	317
WARNING TICKETS	169	109	74
OFFENSES	411	126	382
ARRESTS	195	218	208
PARKING TICKETS	131	315	456
STOPS	1273	1174	861

CITY ORDINANCE TICKETS FOR FEBRUARY 2014

NUMBER OF TICKETS WRITTEN 59
NUMBER OF TICKETS PAID OVER THE COUNTER 24
FINES COLLECTED OVER THE COUNTER \$6,300

Available in office
of the City Clerk



Request for Proposals
for

Terrestrial LiDAR and Street Sign Inventory Asset Collection RFP

City of Pekin
Public Works & Engineering Department
Pekin, IL

February 2014

Available in office
of the City Clerk



Request for Proposals
for

Modular Office for the Waste Water Treatment Plant

City of Pekin
Public Works & Engineering Department
Pekin, IL

February 2014



Lawn Maintenance Services Request for Proposals

The City of Pekin is requesting proposals from qualified, licensed, bonded, and insured firms or individuals to provide Lawn Maintenance Services for all city-owned properties with-in the City of Pekin. (See attached aerial maps)

Scope of Work:

The bidder shall be held to have examined the premises, sites and specifications and have satisfied themselves as to the conditions of the premises, sites, obstructions, the actual levels and areas and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the areas of the work, so they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the bidder. Pricing shall be on a per mowing or treatment basis for the designated areas. Contractor will coordinate with the City on a weekly basis on when areas designated as either Level 2 or 3 needs to be done. Work in these areas without prior approval will not be paid for. If a partial level is done, a cost per acre price will be used based on acreage figures and prices given for each level.

Mowing Services:

Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local codes and ordinances regarding working times, grass height (not to exceed 8 to 10 inches) and disposal of clippings and other debris. Nothing shall be left that will detract from the overall appearance of the site. All non turf areas such as sidewalks, streets, entrances, planters, etc., shall be free from clippings and cutting debris by means of blowers, sweepers or other equipment. At no time or location will grass clippings be blown onto the adjacent pavement.

All litter such as but not limited to paper, cans, bottles, branches, etc., must be picked up and properly disposed of prior to mowing. The City is not responsible to damage to the Contractor's equipment caused by hitting an object in the area being mowed. Contractor will also be liable for damage to surrounding properties or vehicles resulting from objects thrown by the mower. Care shall be taken to avoid damage to street signs, markers, septic system pipes and markers, trees, shrubs, private property, and any other permanent objects abutting the areas to be mowed.

There will be four levels of mowing services:

Level 1: (Approx. 17.5 acres) Requires that all areas be mowed and trimmed. These areas may require weekly mowing most of the time but may be extended depending on the weather.

Includes City Hall, City Green areas along Court Street and around parking lots, the boulevards on Park Avenue and Valle Vista, Veterans Cemetery, City Entrance sign areas

Level 2: (Approx. 38.5 acres) Requires general mowing and trimming as necessary to present a neat and even appearance but no more often than every other week depending on weather conditions.

Level 3: (Approx. 25.7 acres) Requires general mowing and trimming on a monthly schedule or longer intervals depending on weather conditions.

Level 4: Areas as directed by the City. These will be covered through an established hourly rate and contractor will provide times to complete for each assigned property on their invoice. These areas will be done within 48 hours of the request unless other arrangements are made.

Weed Control: (Approx. 3.2 acres)

Contractor shall be fully licensed in all pesticide/herbicide products and activities. Contractor shall be responsible for posting perimeter signs of spray areas in accordance with the Pesticide Control Act.

Weed control services shall be performed periodically but as a minimum there shall be 1 spring application to all designated areas. The lawn areas shall be done with a contact spray herbicide to control dandelions and other weeds. **(Note: this service does not apply to City Hall.)**

Broadleaf herbicides shall be applied as required in designated areas. Herbicides will be applied only at the manufacturer's approved rates to avoid toxicity. Contractor shall verify that the herbicide is appropriate for use with the various plant materials. Contractor shall be responsible for any damages incurred as a result of herbicide applications and must repair or replace any such damage with similar or better plant materials.

Workmanship:

Performance will be evaluated based upon the expectation of a neat, professional looking appearance. Where, not more specifically described in any of the various sections of these specifications, workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade involved and shall include all items required for completion of the services.

The owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed upon timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

Trimming:

Trimming shall be done simultaneously with the mowing operation. Trimming (including ditches) is to be completed each time a site is mowed.

Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, under fixed objects, next to buildings or where established plantings are present and around all other obstacles to provide a neat and even appearance to the entire site. Care shall be used around trees and all obstacles to prevent damage to these items.

Edging:

All turf terminations at concrete details shall be vertically edged to remove overgrowth. Treatments to all sidewalk cracks and road medians, etc., will be done on an as needed basis. Nuisance vegetation (weeds, sucker trees, etc.) must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways, and drives. (Addendum #1 – March 3, 2014)

Option 1: Pekin Airport:

As an option, a price per time to mow at the Pekin Municipal Airport is included in this proposal request. There is no requirement to provide a price and it is not a factor in the selection process. (Approx. 60 acres)

Self/Your Law Care
Chad J. Heer owner
Contractor

City of Pekin

3-11-2014
Date

Date

Attest

Scenario = 22 Weeks

	Cost	Occurences	
Level 1	\$ 2,880.00	22	\$ 63,360.00
Level 2	\$ 2,800.00	11	\$ 30,800.00
Level 3	\$ 2,560.00	5	\$ 12,800.00
Level 4	\$ 40.00 Hourly	25 Hours	\$ 1,000.00
Lawn Treatment	\$ 3,684.00 Lump Sum*	1	\$ 3,684.00
Herbicide	\$ 4,095.00	2	\$ 8,190.00
		Total	\$ 119,834.00

* $(3 \times 1028) + (5 \times 120) = \$3,684$



MARCH 11, 2014

CITY OF PEKIN LAWN WEED CONTROL:

WE RECOMMEND 3 APPLICATIONS ON ALL AREAS EXCEPT PARK AVENUE. ON THE PARK AVENUE LOCATION WE RECOMMEND 5 APPLICATIONS. THE PRICE FOR PARK AVENUE LOCATION IS \$120.00 PER APPLICATION. THE TOTAL PRICE WILL DEPEND ON THE NUMBER OF APPLICATIONS FOR THE SEASON.

Serving Central Illinois for 30 Years
Box 1008 • Pekin, Illinois 61555-1008
1-800-LAWNCARE

(309) 347-4798, Pekin • (309) 829-4191, Bloomington • (309) 674-6722, Peoria • (309) 263-1441, Morton • (217) 523-5296, Springfield



Bid Sheet

Mowing Services:

Level 1 Price per time	<u>\$2,880.00</u>
Level 2 Price per time	<u>\$2,800.00</u>
Level 3 Price per time	<u>\$2,560.00</u>
Level 4 Price per hour	<u>\$40.00 per hr. labor</u>

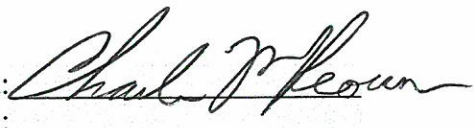
Herbicide Applications:

Lawn Weed Control per application	<u>\$1,028.00 SEE ATTACHED SHEET</u>
General Herbicide per application	<u>\$4,095.00</u>

<u>Option 1: Pekin Airport</u> Price per time	<u>\$1,490.00</u>
---	-------------------

Addendum Confirmation (if necessary):

1 Dated: March 3, 2014
_____ Dated: _____
_____ Dated: _____

Received: 
Received: _____
Received: _____

CONTRACTOR: Golf Green Lawn Care

CONTACT PERSON: Charles McKeown 309-208-1396
Dan Wilson 309-319-1229

CONTACT NUMBER: Office 347-4798 fax 347-4723



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with Illinois Department of Transportation and Illinois Central Railroad Company

AGENDA DATE REQUESTED: March 24, 2014

ACTION REQUESTED: To approve the Agency Agreement with IDOT and Illinois Central Railroad Company for Grade Crossing improvements

DESCRIPTION: This is the agency agreement for grade crossing improvements at Derby Street. IDOT has funding available through the MAP-21 act to provide safety improvements at highway-rail grade crossings. They selected the rail crossing at Derby Street to be included in this year's improvement plan. The State plans on installing flashing light signals and gates with constant warning time circuitry at this location. The cost for this work will be borne solely by the State and requires 0% participation from the City. The only City involvement with these projects is to sign the agreement to allow these projects on City roads. This is part of the new regulations with MAP-21 funding which requires the local agency involvement for the use of federal funding on City roads.

I recommend that the agreement be approved since it will increase the safety of this at grade rail crossing without any expense for the City.

FINANCIAL IMPACT: \$0

NEIGHBORHOOD CONCERNS: Minor construction along roadways

IMPACT IF APPROVED: The projects will proceed

IMPACT IF DENIED: The projects will not be allow to proceed

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: 3/14/14

Finance Department (Certification of Availability of Funds):

Date:

N/A

Corporation Counsel:

Date:

City Manager:

Date: 3/14/14



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 4, 2014

City of Pekin
Tazewell County
Section 11-00184-00-RR
Project RRP-5093(159)
Job No. C-94-020-12

RE: Derby Street @ Illinois Central Railroad tracks
AAR DOT # 292 678B RR MP 10.10

Ms. Sue E. McMillan
City Clerk
111 South Capitol Street
Pekin, IL 61554

Dear Ms. McMillan:

We propose the installation of flashing light signals and gates with constant warning time circuitry at the subject location. The work required is outlined in the attached agreement.

This improvement is to be financed with funds made available under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Our Department has received approval from the Federal Highway Administration (FHWA) for the use of federal funds on this project. The expense incurred for this work will be borne by the state (subject to reimbursement by the Federal Highway Administration).

Please have the Pekin City Council sign all three original copies of the agreement. Note that the Illinois Central Railroad has already signed these three originals. After execution by the City, please return all three original copies to the following address for execution by the department:

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 205
Springfield, Illinois 62764

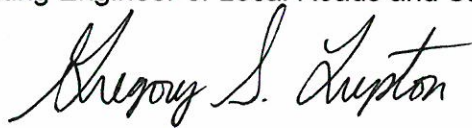
Authorization to proceed with the physical construction of this installation will be given to the Illinois Central Railroad when the agreement is fully executed.

Ms. Sue E. McMillan
Page 2
March 4, 2014

A fully executed original copy of the agreement will be returned to the City for its records. If you have any questions, please contact Jason Johnson at (217) 557-1399.

Sincerely,

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in black ink, reading "Gregory S. Lupton". The signature is written in a cursive style with a large, stylized 'G' and 'L'.

By: Gregory S. Lupton, P. E.
Acting Local Project Implementation Engineer

Enclosures

Derby Street
City of Pekin
Tazewell County
Section 11-00184-00-RR
Project RRP-5093(159)
Job No. C-94-020-12

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and City of Pekin, State of Illinois, acting by and through its City Council, hereinafter referred to as the "LA" and the Illinois Central Railroad Company, hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location, and in the manner, listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE

and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before

commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive

rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed.

The STATE, upon notice of completion of the work by the COMPANY, shall complete a final inspection within one (1) year from the date of completion of the project. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement. After the three (3) year period from the date of the final bill, without audit or final inspection being made by STATE, the project shall be considered complete, and the COMPANY's expenses for the work, as submitted to the STATE, shall be considered final and closed.

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation, and this notice shall be the written notice of completion referred to in Section 7.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project. COMPANY's execution of this Agreement is void and of no effect unless, within six (6) months of the date of execution of this Agreement by COMPANY, COMPANY receives in writing both a fully executed copy of this Agreement, and a written authorization to proceed with the ordering of material, construction and submittal of invoices for payment.

SECTION 17. The COMPANY is hereby requested by the STATE, to perform preliminary engineering for the project, and authorized to accrue project reimbursable preliminary engineering costs beginning on September 21, 2011. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 36-2728842 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 13
day of February, 2014
2013.

ATTEST:

Patrick Jones

Illinois Central Railroad
Company

By: [Signature]

Name: CHAD ANDERSON

Title: Regional Chief Engineer

Executed by the LOCAL AGENCY this _____
day of _____, 2013.

ATTEST:

City of Pekin
acting by and through its
City Council

By: _____

Name: _____

Title: _____

APPROVED

State of Illinois, Department of Transportation

Ann L. Schneider, Secretary of Transportation

BY: Aaron A. Weatherholt, Deputy Director of Highways Date _____

Omer Osman, Director of Highways/ Chief Engineer Date _____

Derby Street
City of Pekin
Tazewell County
Section 11-00184-00-RR
Project RRP-5093(159)
Job No. C-94-020-12

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois Central Railroad Company

AAR DOT # 292 678B

RR M.P.: 10.10

Road Name: Derby Street (FAU 6764)

Location: Derby Street @ the Illinois Central RR tracks in Pekin

EXISTING CONDITIONS:

One mainline track equipped with flashing light signals

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install new flashing light signals and crossing gates controlled by CWT circuitry.
2. Incidental work necessary to complete the items hereinabove specified.

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

Location Map

ESTIMATED RAILROAD COST: \$ 162,833.00

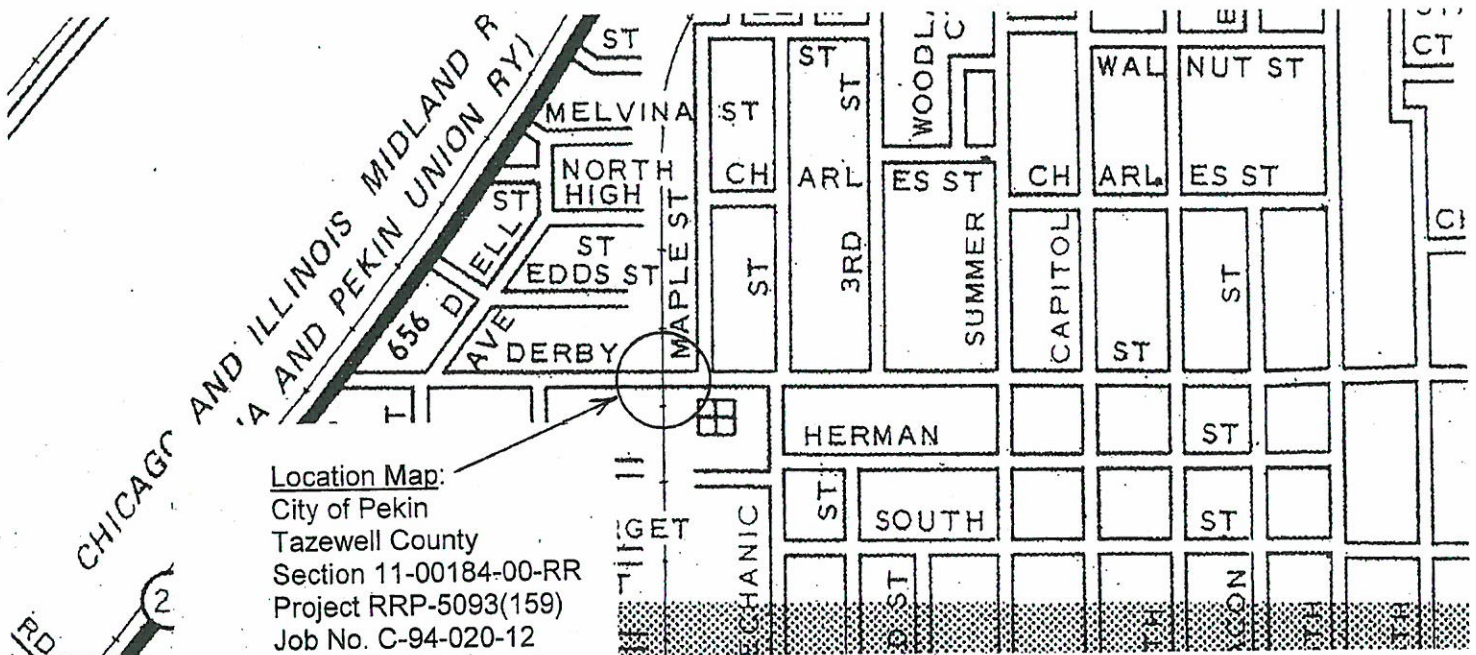
100% Federal participation \$ 162,833.00. STATE shall reimburse COMPANY 100% of its costs with Federal Rail Safety Funds administered by STATE.

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Ms. Sue E. McMillan, City Clerk, 111 South Capitol Street, Pekin, IL 61554, telephone (309) 478-5357

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S. E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 205
Springfield, Illinois 62764



Location Map:

City of Pekin
Tazewell County
Section 11-00184-00-RR
Project RRP-5093(159)
Job No. C-94-020-12
Derby St. (FAU 6764)

@Illinois Central RR

DOT #292 678B
RR Milepost 10.10

ILLINOIS CENTRAL RAILROAD COMPANY

A WHOLLY OWNED SUBSIDIARY OF

CANADIAN NATIONAL RAILWAY COMPANY

HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Roadway Name:	Derby St.	Date:	September 5, 2013
Location:	Pekin, IL		
Railroad Region:	Southern		
Railroad Subdivision:	Peoria	Est:	13-292678B
Railroad Milepost:	010.05		
DOT Crossing No.:	292678B	Prepared By:	Paul Chojenski

Description of Work: Install 12" LED automatic flashing light signals with gates and constant warning circuitry.

Derby St.

Page 2

Pekin, IL

13-292678B

MATERIAL

MISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Landfill	2	LOT	\$ 1,000.00	\$ 2,000.00
Signal Material	1	LOT	\$ 1,000.00	\$ 1,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 3,000.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	\$ 18,000.00	\$ 18,000.00
GCP 4000 1 Track	1	EACH	\$ 18,020.00	\$ 18,020.00
Multi-freq NBS, 340-970 Hz	2	EACH	\$ 330.00	\$ 660.00
Shunt/Coupler Enclosure	2	EACH	\$ 550.00	\$ 1,100.00
SEAR II, ILOD	2	EACH	\$ 408.00	\$ 816.00
VHF Communicator	1	EACH	\$ 1,064.00	\$ 1,064.00
SEAR II, Ground Fault Sensor	1	EACH	\$ 420.00	\$ 420.00
Remote Monitor, CRT/U	1	EACH	\$ 3,375.00	\$ 3,375.00
Rectifier, NRS 20A	1	EACH	\$ 380.00	\$ 380.00
Rectifier, NRS 40A	1	EACH	\$ 575.00	\$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 200.00	\$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	\$ 275.00	\$ 2,475.00
				\$ -
LED Flasher & Gate Assembly, 2-Way	1	EACH	\$ 8,900.00	\$ 8,900.00
LED Flasher & Gate Assy w/1 Sidelite	1	EACH	\$ 9,700.00	\$ 9,700.00
Foundation, S-2	2	EACH	\$ 1,100.00	\$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	\$ 605.00	\$ 1,210.00
Gatekeeper, SK-1000	2	EACH	\$ 1,410.00	\$ 2,820.00
Bell, Electronic	1	EACH	\$ 385.00	\$ 385.00
Wire, 2c/6, T10456	400	FEET	\$ 1.90	\$ 760.00
Cable, 3c/6, T10458	50	FEET	\$ 5.00	\$ 250.00
Cable, 7c/6, 9c/14, T12481	400	FEET	\$ 7.95	\$ 3,180.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 78,490.00
				=====
TOTAL MATERIAL				\$ 81,490.00

Derby St.

Page 3

Pekin, IL

13-292678B

LABOR

SIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
5-man Gang	10	\$ 1,725.00	\$ 17,250.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 17,250.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 1,200.00	\$ 1,200.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 1,700.00

				=====
TOTAL LABOR				\$ 18,950.00

OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 628.00	\$ 628.00
Directional Boring (By Others)	2	L.S.	\$ 2,500.00	\$ 5,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Contract Engineering	1	L.S.	\$ 5,000.00	\$ 5,000.00
Per Diem/Business Expense	1	L.S.	\$ 7,000.00	\$ 7,000.00
Sales Tax on Material	1	L.S.	\$ 5,494.00	\$ 5,494.00
				=====
TOTAL OTHER				\$ 28,122.00

				=====
TOTAL DIRECT COSTS				\$ 128,562.00

Derby St.

Page 4

Pekin, IL

13-292678B

FAPG ADDITIVES

Material		\$ 81,490.00	
Material Additive	5.00%		\$ 4,075.00
Signal Labor		\$ 17,250.00	
Signal Labor Additive	159.61%		\$ 27,533.00
Engineering Labor		\$ 1,500.00	
Engineering Labor Additive	159.61%		\$ 2,394.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	159.61%		\$ 319.00
Other		\$ 28,122.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 128,562.00	
TOTAL FAPG ADDITIVES			\$ 34,321.00
			=====
GRAND TOTAL FAPG BASIS			\$ 162,883.00

INVERSYS RAIL CORP
LOUISVILLE DIVISION, LOUISVILLE, KY

WHEREAS, Libraries help lives change in their communities, campuses and schools;

WHEREAS, librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls; and

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and

WHEREAS, libraries offer programs to meet community needs, providing residents with resume writing classes, 24/7 homework help and financial planning services to teens applying for student loans to older adults planning their retirement; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED, that I, LAURIE BARRA, Mayor of the City of Pekin, Tazewell County, Illinois do hereby proclaim April 13-19, 2014 as,

"NATIONAL LIBRARY WEEK"

I encourage all residents to visit the library this week to take advantage of the wonderful library resources available. Lives change at your library.

ADOPTED, this 24th day of March, in the Year of Our Lord, Two Thousand and Fourteen.

LAURIE BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS**, Parkinson's disease produces physical, emotional, and financial stress for patients, families and caregivers, and there are approximately 6 million Parkinson's Disease patients in the United States; and*

***WHEREAS**, Central Illinois, provides some services, support groups, research, activities, and referrals for needed services; and*

***WHEREAS**, April is **National** Parkinson's Awareness month for families and caregivers; and*

***WHEARAS**, Pekin's 6th annual Don Bohlander Parkinson's FundRACERS team will hold several events in Pekin and Peoria to raise funds for Parkinson's research, all of which stay in Central Illinois.*

***NOW, THEREFORE, BE IT RESOLVED** that I, Laurie Barra, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the month of April, 2014 and every April to come as:*

Parkinson's is the pits month

in the City of Pekin, Tazewell County, Illinois.

***ADOPTED**, this 24th Day, in the Year of Our Lord, Two Thousand and Fourteen.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

McMillan, Sue

From: Barra, Laurie
Sent: Wednesday, March 12, 2014 11:12 AM
To: Bill Baker
Cc: McMillan, Sue; Gensel, Paula
Subject: RE: Airport Commission

Dear Bill,

I am very sorry to hear of your departure from the Airport Commission, but I certainly understand your reason. Please know that the City staff and I appreciate your work on this commission, and I know that you will be missed.

Laurie

-----Original Message-----

From: Bill Baker [<mailto:grandebill@grics.net>]
Sent: Tuesday, March 11, 2014 8:56 PM
To: Barra, Laurie
Subject: Airport Commission

Laurie, (Was going to use Madam Mayor, but you told me you preferred Laurie)

I am writing this with deep regret that I must resign from the Pekin Airport Commission. I have truly enjoyed my involvement with the airport and feel very proud of the changes and events initiated by my actions, I feel a deep sense of accomplishment.

I have spoken with Steve Huey, an excellent leader, he would love to take my position and I would endorse him as my replacement. He will contact you in a couple of days.

Pekin should be very proud of the great asset that exists south of the town that does more than just land airplanes.

Should my current work condition (I live in Central Illinois and work just outside of Pittsburgh (every week)), change, I would love a chance to return to this commission.

Thank you for the opportunity to serve my community and my aviation friends.

William R Baker
15414 Woodrow Rd
Green Valley, IL
309-696-1948 Cell

--

309-696-1948

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CITY OF PEKIN

ZONING MAP OF THE CITY OF PEKIN

DECEMBER 31, 2013 REVISION

**PUBLICATION AUTHORIZED BY RESOLUTION NO. 96-13/14
ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 24TH DAY OF MARCH 2014**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 24TH DAY OF MARCH 2014**

RESOLUTION NO. _____ **96-13/14**

PEKIN, ILLINOIS, **March 24,** **2014**
19

RESOLUTION BY COMMISSIONER _____

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

the City Clerk be and she is hereby directed to publish the Zoning Map of the City of Pekin,
December 31, 2013, revision, hereunto attached as Exhibit A, in pamphlet form.

SIGNED BY _____

MAYOR.

PUBLIC NOTICE

Public Notice is hereby given that on March 24th, 2014 the City Council of the City of Pekin adopted Resolution No. 96-13/14 directing that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19.

Said resolution has been published in Pamphlet form. The Zoning Map with all revisions as of December 31, 2013 is available for public inspection upon request in the Office of the City Clerk, 111 S. Capitol Street, Pekin, Illinois 61554.

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 24TH DAY OF MARCH 2014 ADOPTED RESOLUTION NO. 96-13/14 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2014.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

City of Pekin Zoning



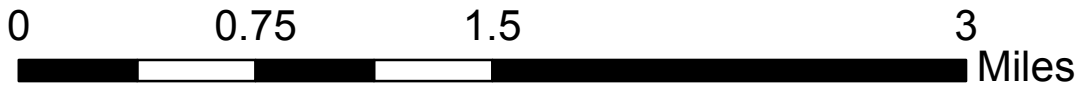
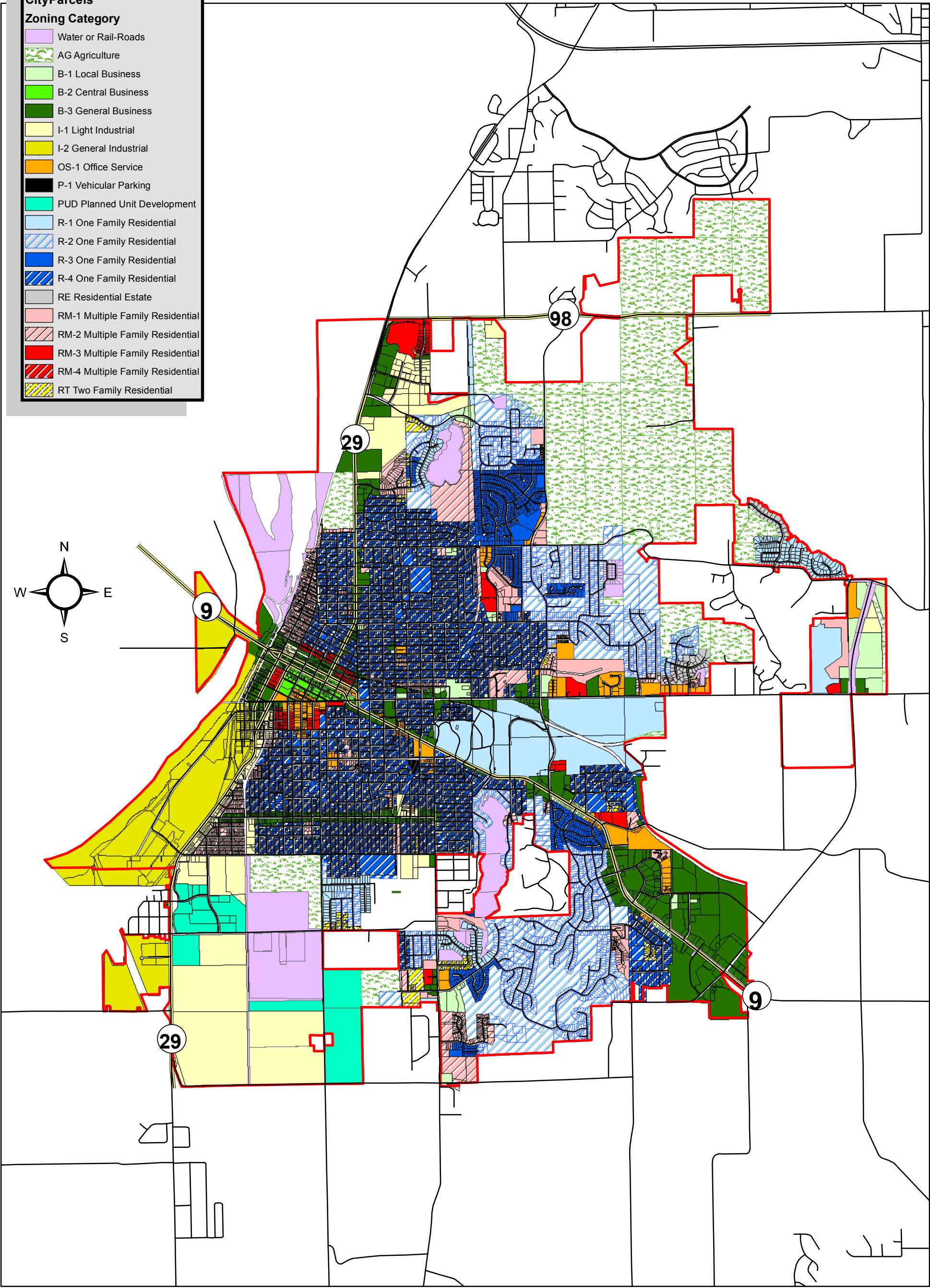
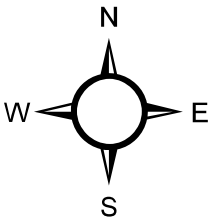
Legend

- Roads
- City Limits
- Pekin Highways

CityParcels

Zoning Category

- Water or Rail-Roads
- AG Agriculture
- B-1 Local Business
- B-2 Central Business
- B-3 General Business
- I-1 Light Industrial
- I-2 General Industrial
- OS-1 Office Service
- P-1 Vehicular Parking
- PUD Planned Unit Development
- R-1 One Family Residential
- R-2 One Family Residential
- R-3 One Family Residential
- R-4 One Family Residential
- RE Residential Estate
- RM-1 Multiple Family Residential
- RM-2 Multiple Family Residential
- RM-3 Multiple Family Residential
- RM-4 Multiple Family Residential
- RT Two Family Residential





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Lawn Maintenance Agreement

AGENDA DATE REQUESTED: March 24, 2014

ACTION REQUESTED: Approve the agreement with Golf Green to provide lawn maintenance services this year for all City owned properties at the rates provided.

DESCRIPTION: Mowing and trimming of grass on properties owned by the City has been done in house for the past several years by personnel from the Bus Department. This has caused problems with getting things done in a timely manner due to conflicts with scheduling in the spring and fall when they are also driving buses. In looking at the costs from a labor, equipment, and materials standpoint, along with changes in potential benefits, it was determined that this work could be done more effectively and efficiently utilizing an outside contractor. The work also includes weed control which requires special licensing and we currently do not have anyone who can do this.

The areas of town were broken down by locations and type of service needed. Some areas will require weekly service due to being irrigated while others, because of location or purpose, could be done either every other week or monthly.

The request for proposal was posted in the Pekin Times on February 15th. A mandatory pre-bid meeting was held on February 28th and proposals were due March 12th. There was only one company, Golf Green, which picked up a packet and attended the mandatory meeting.

The prices shown in the proposal are the costs to do the separate areas. A spreadsheet was put together that shows that to do the work over the summer months would cost \$119,834 with normal conditions. This would result in an approximate savings of \$80,000 to \$100,000 for this work depending on the type of summer weather we receive and how early/late things grow.

I recommend that the agreement be approved and that the lawn maintenance work be given to Golf Green for this summer at the rates provided.

Note: there is a rate shown in the packet for the airport that will be reviewed by the Airport Commission.

FINANCIAL IMPACT: Potential savings of \$80,000 to \$100,000 for this work

NEIGHBORHOOD CONCERNS: Keeping the City property neat and trimmed.

IMPACT IF APPROVED: Work will be done on a regular basis and potentially lower cost.

IMPACT IF DENIED: Work will get done when time allows as in the past in the spring and fall months

ALTERNATIVES: Hire a separate group of people to do this work.

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:



Lawn Maintenance Services Request for Proposals

The City of Pekin is requesting proposals from qualified, licensed, bonded, and insured firms or individuals to provide Lawn Maintenance Services for all city-owned properties with-in the City of Pekin. (See attached aerial maps)

Scope of Work:

The bidder shall be held to have examined the premises, sites and specifications and have satisfied themselves as to the conditions of the premises, sites, obstructions, the actual levels and areas and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the areas of the work, so they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the bidder. Pricing shall be on a per mowing or treatment basis for the designated areas. Contractor will coordinate with the City on a weekly basis on when areas designated as either Level 2 or 3 needs to be done. Work in these areas without prior approval will not be paid for. If a partial level is done, a cost per acre price will be used based on acreage figures and prices given for each level.

Mowing Services:

Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local codes and ordinances regarding working times, grass height (not to exceed 8 to 10 inches) and disposal of clippings and other debris. Nothing shall be left that will detract from the overall appearance of the site. All non turf areas such as sidewalks, streets, entrances, planters, etc., shall be free from clippings and cutting debris by means of blowers, sweepers or other equipment. At no time or location will grass clippings be blown onto the adjacent pavement.

All litter such as but not limited to paper, cans, bottles, branches, etc., must be picked up and properly disposed of prior to mowing. The City is not responsible to damage to the Contractor's equipment caused by hitting an object in the area being mowed. Contractor will also be liable for damage to surrounding properties or vehicles resulting from objects thrown by the mower. Care shall be taken to avoid damage to street signs, markers, septic system pipes and markers, trees, shrubs, private property, and any other permanent objects abutting the areas to be mowed.

There will be four levels of mowing services:

Level 1: (Approx. 17.5 acres) Requires that all areas be mowed and trimmed. These areas may require weekly mowing most of the time but may be extended depending on the weather.

Includes City Hall, City Green areas along Court Street and around parking lots, the boulevards on Park Avenue and Valle Vista, Veterans Cemetery, City Entrance sign areas

Level 2: (Approx. 38.5 acres) Requires general mowing and trimming as necessary to present a neat and even appearance but no more often than every other week depending on weather conditions.

Level 3: (Approx. 25.7 acres) Requires general mowing and trimming on a monthly schedule or longer intervals depending on weather conditions.

Level 4: Areas as directed by the City. These will be covered through an established hourly rate and contractor will provide times to complete for each assigned property on their invoice. These areas will be done within 48 hours of the request unless other arrangements are made.

Weed Control: (Approx. 3.2 acres)

Contractor shall be fully licensed in all pesticide/herbicide products and activities. Contractor shall be responsible for posting perimeter signs of spray areas in accordance with the Pesticide Control Act.

Weed control services shall be performed periodically but as a minimum there shall be 1 spring application to all designated areas. The lawn areas shall be done with a contact spray herbicide to control dandelions and other weeds. **(Note: this service does not apply to City Hall.)**

Broadleaf herbicides shall be applied as required in designated areas. Herbicides will be applied only at the manufacturer's approved rates to avoid toxicity. Contractor shall verify that the herbicide is appropriate for use with the various plant materials. Contractor shall be responsible for any damages incurred as a result of herbicide applications and must repair or replace any such damage with similar or better plant materials.

Workmanship:

Performance will be evaluated based upon the expectation of a neat, professional looking appearance. Where, not more specifically described in any of the various sections of these specifications, workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade involved and shall include all items required for completion of the services.

The owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed upon timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

Trimming:

Trimming shall be done simultaneously with the mowing operation. Trimming (including ditches) is to be completed each time a site is mowed.

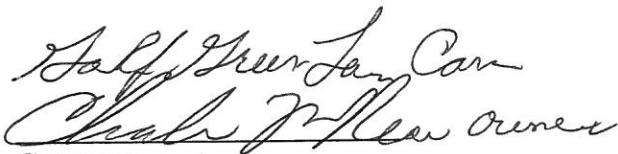
Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, under fixed objects, next to buildings or where established plantings are present and around all other obstacles to provide a neat and even appearance to the entire site. Care shall be used around trees and all obstacles to prevent damage to these items.

Edging:

All turf terminations at concrete details shall be vertically edged to remove overgrowth. Treatments to all sidewalk cracks and road medians, etc., will be done on an as needed basis. Nuisance vegetation (weeds, sucker trees, etc.) must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways, and drives. (Addendum #1 – March 3, 2014)

Option 1: Pekin Airport:

As an option, a price per time to mow at the Pekin Municipal Airport is included in this proposal request. There is no requirement to provide a price and it is not a factor in the selection process. (Approx. 60 acres)


Contractor

City of Pekin

3-11-2014
Date

Date

Attest

Scenario = 22 Weeks

	Cost	Occurences	
Level 1	\$ 2,880.00	22	\$ 63,360.00
Level 2	\$ 2,800.00	11	\$ 30,800.00
Level 3	\$ 2,560.00	5	\$ 12,800.00
Level 4	\$ 40.00 Hourly	25 Hours	\$ 1,000.00
Lawn Treatment	\$ 3,684.00 Lump Sum*	1	\$ 3,684.00
Herbicide	\$ 4,095.00	2	\$ 8,190.00
		Total	\$ 119,834.00

* $(3 \times 1028) + (5 \times 120) = \$3,684$



MARCH 11, 2014

CITY OF PEKIN LAWN WEED CONTROL:

WE RECOMMEND 3 APPLICATIONS ON ALL AREAS EXCEPT PARK AVENUE. ON THE PARK AVENUE LOCATION WE RECOMMEND 5 APPLICATIONS. THE PRICE FOR PARK AVENUE LOCATION IS \$120.00 PER APPLICATION. THE TOTAL PRICE WILL DEPEND ON THE NUMBER OF APPLICATIONS FOR THE SEASON.

Serving Central Illinois for 30 Years
Box 1008 • Pekin, Illinois 61555-1008
1-800-LAWNCARE

(309) 347-4798, Pekin • (309) 829-4191, Bloomington • (309) 674-6722, Peoria • (309) 263-1441, Morton • (217) 523-5296, Springfield



Bid Sheet

Mowing Services:

Level 1 Price per time	<u>\$2,880.00</u>
Level 2 Price per time	<u>\$2,800.00</u>
Level 3 Price per time	<u>\$2,560.00</u>
Level 4 Price per hour	<u>\$40.00 per hr.labor</u>

Herbicide Applications:

Lawn Weed Control per application	<u>\$1,028.00 SEE ATTACHED SHEET</u>
General Herbicide per application	<u>\$4,095.00</u>

<u>Option 1: Pekin Airport</u> Price per time	<u>\$1,490.00</u>
---	-------------------

Addendum Confirmation (if necessary):

1 Dated: March 3, 2014
_____ Dated: _____
_____ Dated: _____

Received: 
Received: _____
Received: _____

CONTRACTOR: Golf Green Lawn Care

CONTACT PERSON: Charles McKeown 309-208-1396
Dan Wilson 309-319-1229

CONTACT NUMBER: Office 347-4798 fax 347-4723



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Motor Fuel Tax Resolution for Sheridan Road Bridge Replacement Project

AGENDA DATE REQUESTED: March 24, 2014

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Construction of the Sheridan Road Bridge over Lick Creek Replacement project in the amount of \$150,000.00

DESCRIPTION: This is the resolution is for the expending of MFT Funds for the construction of the Sheridan Road Bridge over Lick Creek Replacement. This resolution will allow the use of MFT funding to cover the cost of the City's portion for construction as approved in the Local Agency Agreement for funding on this project.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$150,000 of MFT Funds

NEIGHBORHOOD CONCERNS: Traffic disruptions during construction.

IMPACT IF APPROVED: The City share will be covered by MFT Funds

IMPACT IF DENIED: The City share will not be covered by MFT Funds

ALTERNATIVES: Use General Funds to cover the City share

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.

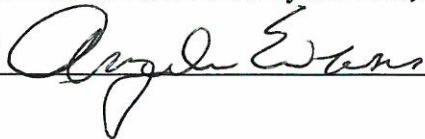
REQUIRED SIGNATURES

Department Director:

A handwritten signature in black ink, appearing to read "Mike Guerra", is written over a horizontal line.

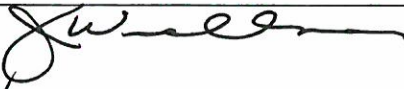
Date: 3/14/14

Finance Department (Certification of Availability of Funds):

Date: 3-14-14 

Corporation Counsel:

Date:

City Manager: 

Date: 3/14/14

RESOLUTION NO. 95-13/14



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Council of the
City of Pekin Illinois
City, Town or Village
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Sheridan	FAU 6759	Approx 150 ft East of Lick Cr	Approx 150' West of Lick Cr

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of replacing the structure carrying Sheridan Road over Lick Creek
and the collateral approach roadway work.

and shall be constructed 37 feet wide
and be designated as Section 07-00176-00-BR

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of one hundred and fifty thousand
Dollars (\$150,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Illinois Civil Contractors, Inc ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Sue McMillan Clerk in and for the

City of Pekin

City, Town or Village

County of Tazewell, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the Council

Council or President and Board of Trustees

at a meeting on March 24, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of

(SEAL)

City, Town, or Village Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Amend the Engineering Agreement with Farnsworth Group for the Long Term Control Plan (LTCP) Phase 3 and 4 Improvements

AGENDA DATE REQUESTED: March 24, 2014

ACTION REQUESTED: To approve the amended engineering agreement with Farnsworth Group for the Long Term Control Plan (LTCP) Phase 3 and 4 Improvements in the amount not to exceed \$1,046,100.

DESCRIPTION: This request is to amend the engineering service agreement with Farnsworth Group approved on August 27th, 2012 for the LTCP Phase 3 and 4 to include bidding services, construction phase and quality assurance services, and loan administration services. Due to the size, scope and the complexity of this project, the City is seeking to continue utilizing Farnsworth for assistance to ensure the project and loan specifications are being fulfilled. Farnsworth has provided these services to the City for all phases of this project and has met the City's expectations.

This amendment to the agreement is needed so that these engineering costs can be incorporated into the City's IEPA loan request for LTCP phase 3 and 4 which is currently under review. If approved the City will look to start this project late this fall. This allows us to condense these phases into one project instead of stretching them out over the next four to seven years.

I recommend this amendment to the agreement be approved so the loan application can advance.

FINANCIAL IMPACT: \$1,046,100 of the Waster Water Fund

NEIGHBORHOOD CONCERNS: Disruptions due to construction

IMPACT IF APPROVED: These engineering services will be able to be included in the IEPA loan application.

IMPACT IF DENIED: The City would have to seek assistance from another firm not familiar with the project.

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:	3/14/14
Finance Department (Certification of Availability of Funds):	
Date:	3-14-14 
Corporation Counsel:	
Date:	
City Manager:	
Date:	3/14/14

AMENDMENT NO. 1 TO
AGREEMENT FOR ENGINEERING SERVICES www.f-w.com | www.greennavigation.com
FOR THE
CITY OF PEKIN, IL LONG TERM CONTROL PLAN (LTCP)
PHASE 3 AND 4 IMPROVEMENTS

THIS AGREEMENT, made this 24th day of March, 2014 by and between the CITY OF PEKIN, 111 South Capitol Street, Pekin, IL 61554, hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC., 2709 McGraw Dr., Bloomington, Illinois 61704, hereinafter referred to as the ENGINEER, shall amend the Agreement for Engineering Services for the City of Pekin, IL Long Term Control Plan (LTCP) Phase 3 and 4 Improvements, made between the OWNER and ENGINEER the 27th day of August, 2012, known hereinafter as the AGREEMENT.

Whereas, the OWNER intends to construct and finance, in part, the PROJECT with an Illinois Environmental Protection Agency Low Interest Loan; and,

NOW THEREFORE, the AGREEMENT shall be amended as follows:

1. Add the following to SECTION A – SCOPE OF ENGINEERING SERVICES:

A.4. Bidding Services:

The ENGINEER shall provide the following services during the construction phase solicitation for bids from contractors for Construction Phases 3A, 3B, 3C and 4:

- a. Furnish two (2) paper sets of the Plans, Specifications and Contract documents to the OWNER.
- b. Provide interpretations of the Contract documents to the bidders, document communications and prepare technical data for addenda to the Contract documents.
- c. Attend and conduct pre-bid conferences with representatives of the OWNER and other interested parties during bidding.
- d. Attend and chair the bid opening with the OWNER.
- e. Review bid tabulations and prepare final Contract Documents for review by OWNER's Attorney and other representatives of the OWNER.
- f. Assist OWNER in satisfying IEPA loan documentation requirements during bidding and contract award through completion of an executable IEPA Low Interest Loan Agreement.

A.5. Construction Phase and Quality Assurance Services

After the OWNER has awarded a Contract for construction of the PROJECT, the ENGINEER will provide the following services:

- a. Conduct pre-construction conference.
- b. Review and approve any necessary shop and working drawings and component submittals furnished by contractors.
- c. Interpret the intent of the Drawings and Specifications to the contractor(s). The ENGINEER will not, however, guarantee the performance of any contractor.
- d. Provide general engineering observation of the work of the contractor(s) as construction progresses. The Engineer does not guarantee the performance of the Contractor(s). The Engineer's undertaking hereunder shall not relieve Contractor(s) of the obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to ensure that the work is performed in a safe manner.
- e. Provide concrete sampling and concrete sample compressive strength testing.
- f. Review and approve Contractor estimates (pay requests) for progress and final payments. Verify installed unit price quantities and provide field measurement and inspection to verify installed unit quantities for unit price contract work.
- g. Attend construction progress meetings and advise the City of the progress of the work.
- h. Provide technical information, design and documentation to the OWNER for development of project change orders as may be required to extend or improve the PROJECT during construction. Such changes shall be initiated at the OWNER's direction.
- i. Conduct final inspection of contractor's work before final payment is made.
- j. Provide one (1) paper set and one (1) electronic set of Record Drawings of the PROJECT to the OWNER and IEPA Field Office, Peoria, IL upon completion of the PROJECT. The record drawings shall document field changes from the original drawings.

- k. Provide construction survey control for layout and construction of the improvements as defined in the construction contract documents. Provide one (1) set of location and grade stakes for each structure and piping.
- l. Provide Systems Integration Services to include:
 - 1) Shop Drawing review of all SCADA components and manufactured control panels.
 - 2) Perform Input/Output wire verification in conjunction with the Construction Contract electrician to verify sensor to control wiring interfacing as a QA/QC service. FGI not responsible for calibrating or adjusting sensors or equipment supplied and installed by others. FGI does not guarantee or warrant the work of the installing contractor.
 - 3) Prepare and submit a written process sequence of operations in conjunction with the design process engineer and OWNER.
 - 4) Prepare automation and Human Interface Screen programming and documentation including debugging and testing.

Assist in automation facility startup after approval of the Operator and after manual plant operation and testing has been completed by others.

A.6. Loan Administration Services

- a. Assist OWNER with administrative requirements of the funding source.
- b. Assist OWNER with correspondence, documentation, meetings records required for processing of the records and documentation for the IEPA low interest loan agreement.
- c. Prepare loan disbursement requests, correspondence and other administrative requirements in accordance with procedures of the IEPA low interest loan agreement.

2. Amend existing SECTION A – SCOPE OF ENGINEERING SERVICES; Part A.2 Time of Performance as follows:

d. The Owner will construct the Phase 3A, 3B, 3C and 4 Improvements in overlapping project phases as identified in the Construction Contract Documents.

1) Bidding Services shall be performed following the Owners authorization to advertise for bids through issuance of the Contract Notice to Proceed.

2) Construction Phase and Quality Assurance Services shall begin with the OWNER'S Notice to Proceed and continue through the duration of the PROJECT. The end date of services shall be one (1) month following final payment to the Contractor(s) to allow for Project closeout and completion of all Operational System Integration Services on the basis of a projected 18 month construction Contract duration.

3) Low Interest Loan Administration Services:

Concurrent with the Bidding and Construction Phase and Quality Assurance Services and extending to submission of record documents to the Agency.

3. Add the following to SECTION C – COMPENSATION FOR ENGINEERING SERVICES:

- C.4. For Section A.4.: Bidding Services, a fee based on time and expenses according to the terms of the current Agreement for Professional Engineering Services. The estimated maximum fee payable to the ENGINEER shall be \$62,440.00.
- C.5. For Section A.5.: Construction Phase and Quality Assurance Services, a fee based on time and expenses according to the terms of the current Agreement for Professional Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$917,740.00.
- C.6. For Section A.6.: Loan Administration Services, a fee based on time and expenses according to the terms of the Current Agreement for Professional Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$65,920.00.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the AGREEMENT as of the day and year first above written.

OWNER:

CITY OF PEKIN

By: _____
Laurie Barra

Title: Mayor

Attest: _____

Title: _____

(SEAL)

ENGINEER:

FARNSWORTH GROUP, INC.

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

Title: Senior Engineering Manager

Attest: _____
Steve Myers, P.E., LEED AP

Title: Principal

(SEAL)

Date: March 3, 2014

Client: City of Pekin, IL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Services Agreement - General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Pekin Phase 3/4 LTCP CSO Improvements Construction Services																										
	Bidding Phase 3A, 3B, 3C and 4 Combined		Shop Drawings Phase 3A		Shop Drawings Phase 3B		Shop Drawings Phase 3C		Shop Drawings Phase 4		Construction Phase Resident Engineering		Quality Assurance Observation		Construction Staking		I/O Check Out Programming System Integration		As Built Records		Loan Administration			Project Budget Summary		
	COST/ HOUR	Est. Hours	Total Item	Est Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	TOTAL AMOUNT
Principal	\$192.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Senior Engineering Manager	\$179.00	120	\$21,480.00	40	\$7,160.00	40	\$7,160.00	60	\$10,740.00	40	\$7,160.00	900	\$161,100.00		\$0.00		\$0.00	40	\$7,160.00	20	\$3,580.00	60	\$10,740.00		\$0.00	\$236,280.00
Professional Manager	\$169.00	20	\$3,380.00	60	\$10,140.00	60	\$10,140.00	80	\$13,520.00	40	\$6,760.00		\$0.00		\$0.00	40	\$6,760.00		\$0.00		\$0.00		\$0.00		\$0.00	\$50,700.00
Senior Project Professional	\$152.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Project Professional	\$136.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Senior Engineer Professional	\$123.00	120	\$14,760.00		\$0.00		\$0.00		\$0.00		\$0.00	400	\$49,200.00		\$0.00		\$0.00		\$0.00		\$0.00	360	\$44,280.00		\$0.00	\$108,240.00
Professional	\$117.00	60	\$7,020.00	120	\$14,040.00	120	\$14,040.00	160	\$18,720.00	120	\$14,040.00		\$0.00		\$0.00		\$0.00		\$0.00	120	\$14,040.00		\$0.00		\$0.00	\$81,900.00
Professional Intern II	\$110.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Professional Intern I	\$99.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Systems Integration Specialist	\$134.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	320	\$42,880.00		\$0.00		\$0.00		\$0.00	\$42,880.00
Senior Project Designer/Int. Mgr	\$149.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	250	\$37,250.00		\$0.00		\$0.00		\$0.00	\$37,250.00
Project Designer	\$131.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Senior Designer	\$123.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Designer	\$119.00	40	\$4,760.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	80	\$9,520.00		\$0.00	120	\$14,280.00		\$0.00		\$0.00	\$28,560.00
Computer Specialist	\$119.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Chief Technician	\$110.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2880	\$316,800.00	240	\$26,400.00		\$0.00		\$0.00		\$0.00		\$0.00	\$343,200.00
Senior Technician	\$95.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Technician II	\$86.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Technician I	\$65.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Administrative Support	\$65.00	120	\$7,800.00	40	\$2,600.00	40	\$2,600.00	40	\$2,600.00	40	\$2,600.00	80	\$5,200.00	80	\$5,200.00		\$0.00		\$0.00	40	\$2,600.00	160	\$10,400.00		\$0.00	\$41,600.00
Expenses:																										
Field Car & Equipment	\$12.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2880	\$34,560.00	240	\$2,880.00		\$0.00		\$0.00		\$0.00		\$0.00	\$37,440.00
Personal Car (Miles)	\$0.59	400	\$236.00		\$0.00		\$0.00		\$0.00		\$0.00	1800	\$1,062.00		\$0.00		\$0.00	2000	\$1,180.00		\$0.00		\$0.00		\$0.00	\$2,478.00
Mailings/UPS/Copies	L.S.		\$500.00		\$75.00		\$75.00		\$75.00		\$75.00		\$0.00		\$0.00		\$0.00		\$0.00		\$75.00	500	\$500.00		\$0.00	\$1,375.00
Prints	L.S.		\$2,500.00		\$150.00		\$150.00		\$150.00		\$150.00		\$200.00		\$0.00		\$0.00		\$0.00		\$1,500.00		\$0.00		\$0.00	\$4,650.00
Geotechnical/testing	L.S.		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$27,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$27,500.00
Ph 1 Archeological Study	L.S.		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Radio Path Telemetry Analysis	L.S.		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CADD Computer (per hour)	\$15.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
GPS Equipment (per day)	\$440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Robotic Total Station (per hour)	\$22.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Miscellaneous equipment/tools	L.S.		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1500	\$1,500.00	500	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
TOTALS			\$62,440.00		\$34,170.00		\$34,170.00		\$45,810.00		\$30,840.00		\$244,060.00		\$358,060.00		\$46,060.00		\$88,470.00		\$36,080.00		\$65,920.00		\$0.00	\$1,046,100.00

Phase 3:

State St. First Flush Basin Conversion
State St. CSO Pump Station
Caroline St. Junction Structures and Piping
Court St. Junction Structures and Piping
Fayette St. Junction Structures and Piping
CSO Interceptor (60, 84 and 96 in.)
Surface reconstruction/retaining walls

Phase 4:

STP #2 Diversion Structure Improvements
STP #2 Improvements
Excess flow Holding Lagoon rehabilitation
Aerated Stormflow Holding Basin Conversrion
Aeration Blowers, Diffusers and Control System
Site Piping and Civil Revisions

Construction Observation Full Time during Pipe Installation; 1/2 time all others



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 SOUTH CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 477-2300 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE:

August 28, 2012

FROM:

Sue E. McMillan
City Clerk

TO:

Patrik J. Sheridan P.E.

COMPANY:

Farnsworth Group
2709 McGraw Drive
Bloomington, Illinois 61704

SUBJECT:

Long Term Control Plan (LTCP)
Phase 3 and 4 Improvements

COMMENTS:

Enclosed is one original executed Agreement for Engineering Services for the Wastewater Treatment Plant approved at the Council Meeting on August 27, 2012. I have retained one original with attached General Conditions for the City of Pekin files.

cc: Joe Wuellner City Manager



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com | www.greennavigation.com

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

THIS AGREEMENT, made this 27th day of August, 2012 by and between the CITY OF PEKIN hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC. (FGI), hereinafter referred to as the ENGINEER.

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

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

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

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

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

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

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

WITNESSETH:

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

SECTION A - SCOPE OF ENGINEERING SERVICES

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

A.1. Design Phase Services

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

a. Design and Contract Documents:

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

b. Design Progress Meetings:

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

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

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

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

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

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

A.2 Time of Performance

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

SECTION B - OWNER'S RESPONSIBILITIES

The OWNER agrees to:

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

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

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

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

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

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

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

SECTION D - CHANGES AND TERMINATION

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

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

SECTION E - GENERAL CONDITIONS

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

SECTION F - SUCCESSORS AND ASSIGNS

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

SECTION G - ACCESS TO RECORDS

G.1. The Owner, IEPA or any duly authorized representative shall have access to records.

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

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

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

SECTION H - COVENANT AGAINST CONTINGENT FEES

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

SECTION I - DEBARMENT CERTIFICATION

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

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

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

SECTION J - MISCELLANEOUS PROVISIONS

1. DBE

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

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

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

OWNER:

CITY OF PEKIN

By: Laurie Barra
Laurie Barra
Title: Mayor

Attest: Sue V. McMillan
Title: Clerk

(SEAL)

ENGINEER:

FARNSWORTH GROUP, INC.

By: Patrik J. Sheridan, P.E.
Patrik J. Sheridan, P.E.
Title: Engineering Manager

Attest: Steve Myers, P.E., LEED AP
Steve Myers, P.E., LEED AP
Title: Principal

(SEAL)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: No Parking on the east side of Peoria St. from Derby to Koch

AGENDA DATE REQUESTED: March 24, 2014

ACTION REQUESTED: Restrict parking on the east side of Peoria St. from Derby St. to Koch St.
This action is at the request of the Traffic Safety Committee.

BACKGROUND: City services requested we address the parking problem on Peoria Street near Derby Street due to width of the street and the difficulty of getting fire trucks, plows, and other large city service vehicles when there are parked vehicles on both sides of the street. The area near the Hope Chest has become a safety hazard with the bottleneck of traffic trying to get through with parking on both sides. There are residents on the west side of Peoria St. and green space on the east side.

FINANCIAL IMPACT: Approximately \$600 to create 3 signs and install with standards.

NEIGHBORHOOD CONCERNS: Minimal impact since the restriction would be on the green space side of the road.

IMPACT IF APPROVED: Will improve ingress and egress for all service vehicles traveling on Peoria St. between Derby St. and Koch St. It will also lower the possibility of being liable for striking a parked vehicle by a City service vehicle.

IMPACT IF DENIED: No change

ALTERNATIVES: Other parking restrictions could be enacted in the area.

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.

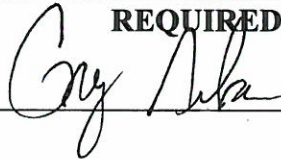
☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.

☐ **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



3/13/14
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A331 – 13/14

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

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

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

WHEREAS, the Traffic Safety Committee reviewed the traffic congestion due to parked vehicles in the area on Peoria Street for a business facing Derby Street at the meeting of March 7, 2014; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider restricting parking on the east side of Peoria Street from Derby Street to Koch Street.

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated October 15, 2013 in its entirety, and inserting the No Parking Schedule dated March 24, 2014 attached hereto and incorporated herein by this reference.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

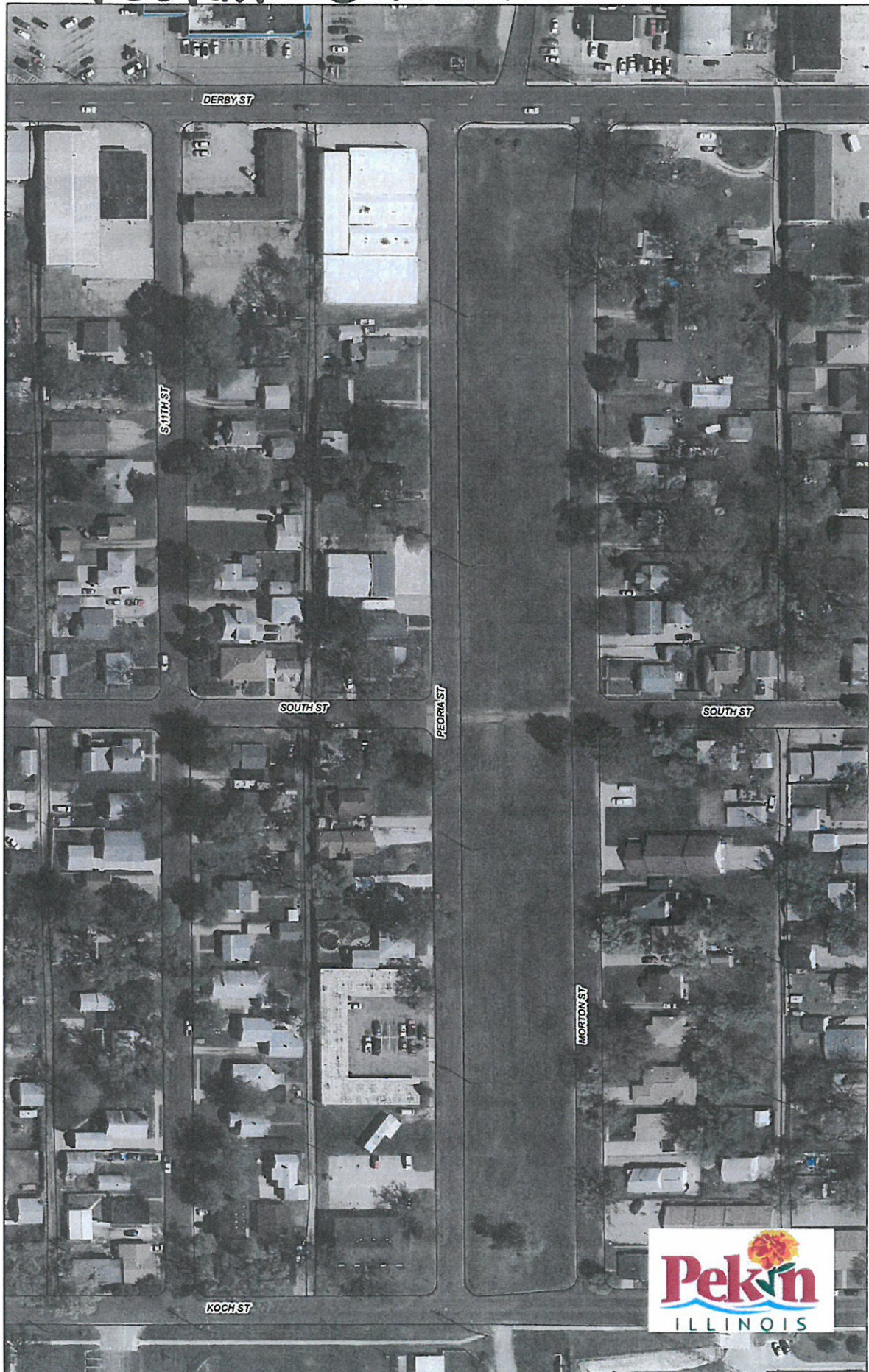
APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

PEORIA STREET



Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
2 hours	8am-4pm	School	Court Street (Frontage)	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Circle Dr Salvation Ar	South Second	West	North	05-29-12
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	DELETE
15 min	Always	All days	Derby Street	Allen / RR Tracks	Circle Dr Salvation Ar	West	North	05-29-12
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	8:00am-5:00pm	Mon-Fri	Elizabeth Street	120 Elizabeth Street	50'	East	South	11-26-12
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Florence Street	1201 entrance	30' north and 30' south	South	West	09-24-12
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	8-9am & 2-4pm	School	Haines Avenue	St. Joseph Place	30ft SW Corner	South	West	03-25-13
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	South 5th Street	South 14th Street	East	South	10-15-13
Total	Always	All days	Koch Street	Railroad Tracks	South 5th Street	West	North	10-15-13
Total	Always	All days	Koch Street	South Fourth Street	30' east/west entrance	East	South	10-15-13
Total	Always	All days	Koch Street	Southmoor Street	30' east/west entrance	East	South	10-15-13
Total	Always	All days	Koch Street	South 2nd Street	Railroad Tracks	East	South	10-15-13
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	8:15am-8:45am, School	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	151' West of 8th Street	225' West of 8th Street	West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	North 3rd Street	Court Street	Somerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South	09-22-08
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Aways	All days	Peoria Street	Derby Street	Kock Street	North/South	East	03-24-14
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Stree	drive @ apt Maple Par	East/North	South/	08-24-09
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Prince Street	South 12th Street	North 14th Street	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	RWB Frontage Rd	Enterprise Drive	North End	North-South	Both	
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Sheridan Road	600' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLe	North	East	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
Total	Always	All days	South 5th Street	130' south of Derby	Koch Street	South	West	08-27-12
15 mins	Always	All days	South 5th Street	Derby Street	130' south of Derby	South	West	08-27-12
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	8-9am & 2-4pm	School	St. Joseph Place	Haines Avenue	30ft SW Corner	East	South	03-25-13
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vis	West	North	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

- B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
1. In front of a public or private driveway;
 2. Within fifteen feet (15') of a fire hydrant;
 3. Within twenty feet (20') of a crosswalk at any intersection;
 4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
 5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
 6. At any place where official signs prohibit standing or parking.
 7. Within fifteen feet (15') on either side of a curbside residential mailbox from Monday-Saturday 8:00 A.M. to 5:00 P.M. when such parking actually interferes with the delivery of mail. (Ord. No. 1462-A323-12/13 02/25/13)
- C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
1. Within fifty feet (50') of the nearest rail of a railroad crossing;
 2. At any place where official signs prohibit parking.
 3. This section shall not apply to vehicles properly parked in marked diagonal stalls. (Ord. No. 1462-A316-12/13 08/27/12)

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

Control	On Street	At or From	To	Direction	Side
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SEE PARKING SCHEDULE
(Ord. No. 1462-A327-13/14 10-15-13 last update)

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

- B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
1. In front of a public or private driveway;
 2. Within fifteen feet (15') of a fire hydrant;
 3. Within twenty feet (20') of a crosswalk at any intersection;
 4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
 5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
 6. At any place where official signs prohibit standing or parking.
 7. Within fifteen feet (15') on either side of a curbside residential mailbox from Monday-Saturday 8:00 A.M. to 5:00 P.M. when such parking actually interferes with the delivery of mail. (Ord. No. 1462-A323-12/13 02/25/13)
- C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
1. Within fifty feet (50') of the nearest rail of a railroad crossing;
 2. At any place where official signs prohibit parking.
 3. This section shall not apply to vehicles properly parked in marked diagonal stalls.
(Ord. No. 1462-A316-12/13 08/27/12)

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

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

(Ord. No. 1462-A331-13/14 03-24-14 last update)

E. **RESTRICTED PARKING WITH PERMIT**

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



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

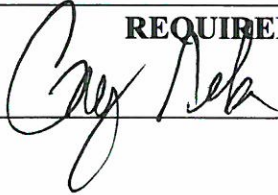
From: Greg Nelson, Police Chief

AGENDA ITEM:	Amend Traffic Code Regarding Handicapped Parking Areas
AGENDA DATE REQUESTED:	March 24, 2014
ACTION REQUESTED:	Designate on-street handicapped stalls on the north side of Elizabeth St. just west and east of the apron to the parking area between the Courthouse and the McKenzie Building. Designate on-street handicapped stall on the south side of Court St. just west of the apron to the parking lot between the Courthouse and McKenzie Building.
BACKGROUND:	The Tazewell County Court Administrator approached the Traffic Safety Committee requesting additional handicapped spaces around the Courthouse due to the recent changes in the handicapped parking laws. The laws are more restrictive and there were only currently two spaces available for handicapped parking. The average number of people who use the handicapped entrance is six per day. This will add three additional spaces. These spaces are in conjunction to aprons which are accessible to the handicapped Courthouse entrance located on Elizabeth St.
FINANCIAL IMPACT:	Three signs at a cost of up to \$150.
NEIGHBORHOOD CONCERNS:	No significant concerns.
IMPACT IF APPROVED:	Would allow additional ADA parking for the Courthouse.
IMPACT IF DENIED:	There will be limited number of spaces for ADA-accessible parking for the Tazewell County Courthouse.
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



3/13/14

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A332 - 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 Tazewell County Court Administrator for additional handicapped spaces due to changes in the handicapped parking laws at the meeting of March 7, 2014; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider designating on-street handicapped spaces on the north side of Elizabeth Street just west and east of the apron to the parking lot between the Courthouse and the McKenzie Building; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider designating on-street handicapped space on the south side of Court Street just west of the apron to the parking lot between the Courthouse and McKenzie Building; 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	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	2nd space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of S. Fourth St

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

- 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)

before change

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	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
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 standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

8-4-6: PRIMA FACIE PROOF: Whenever any vehicle shall have been parked in violation of the provisions prohibiting or restricting parking, the person in whose name

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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
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Courthouse

