REGULAR COUNCIL MEETING MONDAY, JANUARY 28, 2013
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of Regular Council Meeting of January 14, 2013.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Tazewell County Animal Control December 2012 Report and Mayor's Advisory Committee for People with Disabilities Minutes September 13, 2012		
7.2 Receive and File: Pekin Hospital Foundation receipt of financial gift by The Unland Companies in the City's honor.		
7.3 Resolution No. 61-12/13 – Mayor's reappointment of Leigh Ann Matthews and Dennis Kief to the Riverway Business Park Review Committee for a term until November 23, 2015.		
7.4 Resolution No. 62-12/13 – Mayor's reappointment of Ann J. Trumpy to the Pekin Housing Board for a term until January 14, 2018		
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

8.1 Presentation Washington Intermediate School Destination Imagination request to use City lot for park/community garden project		
8.2 Presentation Storm Water Studies	MG	3
9.0 NEW BUSINESS		
9.1 Farnsworth Group Agreement Riverfront Master Planning **DESCRIPTION:** Proposal for consulting services for the riverfront property owned by the City including verification of utilities, their placement and capacity. Also conceptual showing the best use for the area based on site restrictions. **ACTION:** Motion to approve the agreement in the amount of $22,500 from TIF funds. **VOTE REQUIRED**	DG	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Council Members **10.2** Staff **10.3** Five Minute Public Questions **10.4** Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN **No Vote Required**		

Column 1 Key:

MG Mike Guerra City Engineer DG Darin Girdler Assistant City Manager

Column 2 Key:

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

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

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

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

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

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JANUARY 14, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

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

ABSENT: NONE

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

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

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

MINUTES
Motion by Council Member McCabe, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of December 10, 2012 and the Special Council Meeting of December 17, 2012, be approved as written.** On roll call vote, all present voted Aye.

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

7.1 Receive and File Monthly Reports: Police Department August, September, October, November, December Reports; Liquor Commission December 6, 2012 Minutes; and Traffic Safety Committee December 7, 2012 Minutes.
7.2 Proclamation: Dr. Martin Luther King Jr. Day January 21, 2013.
7.3 Receive and File Zoning Board of Appeals Minutes dated December 12, 2012.
7.4 Receive and File Annual Financial Statements Year Ended April 30, 2012 prepared by Willock Warning & Co., P.C.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS
James Warning, Willock Warning & Co., P.C., presented an outline to the Council of items he reviewed regarding the City's **FINANCIAL STATEMENTS** for the year ended April 30, 2012. He began with Balance Sheet Items of Assets, Liabilities, Fund-Balances. Cash and investment balances decreased by $4.1 million. He advised of multiple factors related to decreased cash not operational costs, such as proprietary funds and payoff of 2 general obligation bonds. After summarizing Revenue and Expenditure Items for Activities of Core Governmental Services, the report showed general revenues were $21.2 million, down by $600,000 over 2011. State and local sales taxes and use tax had increased but corporate personal property replacement tax and telecommunication tax decreased. Core service costs were $21.6 million. He stated the recession cost the City more but the food and beverage tax made up the revenues lost. Health Insurance costs were examined for the previous 4 years and shown to decline since the years of being self-insured. Mr. Warning advised if the City continued to maintain it current level of services with same amount of personnel, fund balances and reserves would continue to decline or the city needed to find new sources of revenues to fund core service costs.

Mayor Barra noted investment earnings were down related to lower interest rates and local property taxes down as a result of declining property values. It was reported that in addition to the losses, the City opted to eliminate the $200,000 a year generated from the impound ordinance. Council Member Blanchard commented on the dollar amount of outstanding liens and directed staff to review the ordinance to see if there was a more effective means of collecting Code Enforcement property issues.

NEW BUSINESS

Motion by Council Member Massaglia, seconded by Council Member Abel, that **TOURISM FUNDS IN THE AMOUNT OF $5,000.00 BE APPROVED FOR 2013 ILLINOIS HIGH SCHOOL ASSOCIATION MARCH MADNESS EXPERIENCE**. Tourism Director Leigh Ann Matthews presented the recommendation of the Tourism Committee to approve a sponsorship for Peoria to host the IHSA Boys State Basketball Tournament. She stated that as a regional player Pekin received additional traffic at restaurants and retailers. Discussion followed with Council questioning the statistics of attendees' stays at Pekin motels. Mayor Barra spoke in support, noting the honor of Pekin High School pep band being invited to participate in the event. On roll call vote, Ayes, Abel, Schmidgall, Massaglia, and Barra; Nays, Blanchard, McCabe, and Hendricks. Motion Carried.

Motion by Council Member Blanchard, seconded by Council Member Massaglia, that **AUTHORIZATION BE APPROVED TO NEGOTIATE THE AGREEMENT WITH NOBLE AMERICAS ENERGY SOLUTIONS, LLC FOR ELECTRIC POWER FOR A 2 YEAR EXTENSION UNTIL DECEMBER 31, 2015.** Assistant City Manager requested staff be authorized to negotiate a modification to the City's current electricity sales and purchase agreement. The extension would also allow a blend to lower the fixed costs by taking advantage of even lower electric market rates. Projected savings were $50,000. Council Member Blanchard questioned if residential customers could take advantage of the savings and was answered not on this larger facilities participation agreement. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Barra extended condolences from the City to the family of the former Mayor William Waldmeier who served Pekin as Mayor from1966-1979.

Council Member Blanchard questioned the staff on the amount of the City's most recent bond cost. He also asked for explanations regarding wastewater billing issues that citizens had contacted him about.

Council Member Schmidgall stated he had issues with the facts in a recent Pekin Daily Times article regarding the West Campus, including his wrong address as a contact source. He also advised that he would never support the City investing in saving the damaged building. He suggested instead of the Times asking the Council's monetary contribution from the City that the business itself donate and seek others to acquire the $65,000 needed to purchase.

Economic Development Coordinator Leigh Ann Matthews informed the Council and public of the regional economic development efforts. Focus Forward CI would hold meetings on each of the target areas to define ideas and come up with specific target goals. The next full meeting would be February 7, 2013 at 5:00 p.m. at the Riverfront Museum.

Assistant City Manager Darin Girdler advised Council of the preparation status for Budget Hearing Meetings the first and third Mondays in February. Department budge line items were being input in to the Springbrook software program. Scheduling would be set for the department heads to meet with the Manager in the next 2 weeks. He planned to create a uniformed budget report that would be used by Council and Staff during the work sessions.

Gerald Witzig, 11501 Antioch Road, Tremont, asked for an explanation as to his rental property at 415 South 2nd Street not being contained within the new Southside Tax Increment Financing Conservation Area.

Seeing police reports were disseminated within the Consent Agenda of the Council packet, Tim Golden, Pekin, requested monthly fire reports be available to the public.

Ann Witzig, 11501 Antioch Road, Tremont, told Council that her tenants were turn away at outlying
service providers intending to pay the property wastewater billing because the number assigned was listed a invalid accounts. She asked for answers to the problems. Mayor Barra was willing to meet with the citizens to correct the matter.

EXECUTIVE SESSION
Motion by Council Member Hendricks, seconded by Council Member McCabe, that the Council move to Executive Session at 6:35 p.m. to discuss 65 ILCS 120/2 (c) (5) Purchase of Property. On roll call vote all present voted Aye.

Council returned to open session. No further business to come before the Council, motion by Council Member Hendricks, seconded by Council Member Massaglia to adjourn. Unanimously approved by voice vote.

COUNCIL ADJOURNED AT 6:45 P.M.

Sue E. McMillan
City Clerk

Animal Counts Brought in by Wardens between December 1, 2012 and December 31, 201

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HARMS	City	201 CYPRESS APT 4	12/28/2012	Cat	DSH			130090
	Hoyland	City	2413 ARLINGTON CIRCLE	12/13/2012	Cat	SIAMESE	E	6	130050
	Hoyland	City	100 TAPS LANE	12/26/2012	Cat	DSH	REL	2	130076
	HOMERI	City	1412 S 10TH	12/7/2012	Dog	GOLD RET	R	7	130021
	HOMERI	City	1706 N 14TH	12/7/2012	Dog	HUSKY MIX	R	3	130020
	HOMERI	City	1300 N 14TH	12/8/2012	Dog	PUGGLE	E	2	130025
	HARMS	City	427 CATHERINE	12/28/2012	Cat	DSH			130089
	Hoyland	City	1003 S 5TH	12/6/2012	Dog	LAB	REL	1	130011
	HARMS	City	1000 S CAPITOL	12/30/2012	Dog	LAB	R	1	130091
	HARMS	City	303 ORR	12/31/2012	Dog	LAB	R	0	130092
	Hoyland	City	1219 MECHANIC	12/4/2012	Dog	HUSKY	R	1	130007
	Hoyland	City	2017 MARKET	12/31/2012	Cat	DLH			130095
	HARMS	City	1405 MARKET	12/31/2012	Dog	ROTT MIX			130100
	HARMS	City	100 TAPS LANE	12/28/2012	Cat	DSH			130084
	Hoyland	City	97 SAPP	12/13/2012	Cat	DSH	R	6	130053
	Hoyland	City	1210 MAPLE	12/13/2012	Dog	PIT	E	6	130052
	Hoyland	City	1701 SOMMERSET #8	12/1/2012	Dog	CHI	R	2	130001
	HARMS	City	4 OSPREY	12/10/2012	Dog	LAB	R	1	130039
	HARMS	City	415 MANOR	12/10/2012	Dog	LAB	R	1	130038
	HOMERI	City	PPD	12/21/2012	Dog	LAB	R	0	130070
	HOMERI	City	PPD	12/9/2012	Dog	PIT	E	10	130034
	HARMS	City	1405 MARKET	12/31/2012	Dog	PIT MIX			130101
	HARMS	City	1417 S 10TH	12/14/2012	Dog	LAB	R	3	130056
	HOMERI	City	1217 ROYAL	12/17/2012	Other	SQUIRREL	D	0	130067
	HOMERI	City	1300 N 14TH	12/8/2012	Dog	CHI MIX	REL	4	130026
	HARMS	City	415 MANOR	12/10/2012	Dog	LAB	R	0	130037

Total Dogs picked up in Pekin: 18

Total Cats picked up in Pekin: 7

Total Others picked up in Pekin: 1

ıimal Counts Brought in by Individuals between December 1, 2012 and December 31, 20

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	2602 PINE ST #3	12/28/2012	Cat	DSH	REL	0	130087
	Owner R	City	2602 PINE ST #3	12/28/2012	Cat	DMH	REL	0	130086
	Owner R	City	2107 WINDSOR ST	12/21/2012	Dog	BEAGLE/SHEP			130074
	Owner R	City	236 COOPER	12/5/2012	Dog	MALTESE	E	0	130009
	Individua	City	2319 BROADWAY	12/31/2012	Cat	DSH			130099
	Individua	City	2319 BROADWAY	12/31/2012	Cat	DSH			130098
	Individua	City	2319 BROADWAY	12/31/2012	Cat	DSH	A	2	130097
	Individua	City	2319 BROADWAY APT 3A 5	12/31/2012	Cat	DSH	A	2	130096
	Individua	City	1300 N 9TH	12/28/2012	Cat	DSH			130088
	Individua	City	1101 EL CAMINO DR	12/26/2012	Cat	DMH			130078
	Individua	City	322 ARROW ST	12/11/2012	Dog	CHI MIX	REL	8	130043
	Individua	City	322 ARROW ST APT 3	12/11/2012	Cat	DMH	A	10	130042

Total Dogs picked up in Pekin: 3

Total Cats picked up in Pekin: 9

Total Others picked up in Pekin: 0

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
September 13, 2012; 4:00 pm

Present: L. Hollbrook, R. Davis, P. Martin, J. Kolzow, J. Meskiman, M. Psinas, B. Meskiman, V. Bass & P. Anderson

I. Approval of minutes Perry 1st, James 2nd; Joey – correction "he had mini-strokes not many strokes"; Save A Lot parking lot has ADA parking spaces marked, further West in the complex there are a lack (only painted on lot, not sign) of ADA parking spaces marked; ayes – all;

II. Old business

A. Prioritization process – Discussion of prioritized items

1. P. Martin is speaking in February at the Pekin Chamber Putting on Pekin Breakfast on Disability Awareness; this Committee's goal is to have the brochure available for this event; L. Holbrook will also attend
2. P. Martin spoke with the Pekin Park District about the bathrooms being ADA accessible; the Pekin Park District is working on remodeling the bathrooms to ADA accessibility standards/regulations
3. J. Meskiman also commented that the Park District will be raising a few of the tables at the Miller Center to accommodate power chairs
4. L. Holbrook offered the services of TCRC to fold the brochures
5. Committee members commented on the ramp outside of City Hall being barricaded at the bottom and not barricaded at the top of the ramp – City Liaisons will forward this information to appropriate City Personnel
6. City of Peoria brochure was distributed to Committee members to begin reviewing for the creation of Pekin's brochure
7. Priority sheet approved

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
September 13, 2012; 4:00 pm

III. New business

A. City of Peoria meeting – discuss City Link/transportation; bring/share with prioritization process and final priorities; hope to arrange meeting in November

B. Meeting in November

C . Focus our efforts on the architectural barriers (provide map and explanation for 51% benefit/location and work on the ADA awareness brochure)

IV. Correspondence / around the table

1. DRS and DHHS is moving to 508 Washington, Peoria at an undetermined time; people with disabilities are not going to have access to basic services; The Pekin offices currently serve Fulton, Mason and Tazewell County – when they move they will be located only in Peoria County
2. Slowing and surely moving on TCRC kitchen project; WIC program providing coupons for fresh produce for farmers market at TCRC/or any other farmers market

V. Adjourn at 5:10pm

PEKIN HOSPITAL FOUNDATION

RECEIVED
JAN 14 2013
CITY CLERK

January 3, 2013

Mr. Joe Wuellner
City of Pekin
111 S Capital Rm 242
Pekin, IL 61554

Dear Mr. Wuellner:

On behalf of the Pekin Hospital Foundation, I would like to take this opportunity to inform you that a financial gift by The Unland Companies has been made in your honor. This gift will be used to purchase a portable otoscope for the Surgery Department. The otoscope will be used to examine patients' ears, noses, and upper throats.

As Pekin Hospital persistently strives to provide a comprehensive range of programs and services to meet your needs, gifts such as these help to ensure the continued high quality and personalized healthcare services we offer.

Wishing you the very best in 2013. Happy New Year!

Sincerely,

Gary L. Jepson
Chief Executive Officer

600 South 13th Street
Pekin, IL 61554-4969
Phone: (309) 347-1151
www.pekinhospital.org

RESOLUTION NO. 61 -12/13

PEKIN, ILLINOIS, January 28, 2013

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's re-appointments of Leigh Ann Matthews and Dennis Kief to the Riverway Business Park Review Committee for a three year term until November 23, 2015 are hereby approved.

SIGNED BY

MAYOR.

RIVERWAY BUSINESS PARK REVIEW COMMITTEE

SERGIO BECERRA ..... TERM ENDS NOVEMBER 23, 2013
HANNA STEEL CORPORATION
220 HANNA DRIVE
478-3838 work
sbecerra@hannasteel.com

JOSEPH WUELLNER..... TERM ENDS NOVEMBER 23, 2013
111 SOUTH CAPITOL STREET
477-2300
jwuellner@ci.pekin.il.us

PAUL DESJARDINS ..... TERM ENDS NOVEMBER 23, 2013
AMERHART
1810 RIVERWAY DRIVE
347-1133 fax
paul.desjardins@amerhart.com

DONALD HILD ..... TERM ENDS NOVEMBER 23, 2014
2408 Potomac Ct
hild3@itv-3.com
264-5100 (cell) 676-6063
(fax) 346-3798

GERALD HALL ..... TERM ENDS NOVEMBER 23, 2014
EXCALIBUR SEASONING
1800 RIVERWAY DRIVE
347-1221

LEIGH ANN MATTHEWS ..... TERM ENDS NOVEMBER 23, 2015
111 SOUTH CAPITOL STREET
477-2300
lamatthews@ci.pekin.il.us

DENNIS KIEF ..... TERM ENDS NOVEMBER 23, 2015
1412 VELDE DRIVE
347-7507
dkeif@peoriacounty.org

62 -121/13

RESOLUTION NO._____

January 28, 2013

PEKIN, ILLINOIS,_____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's reappointment of Ann J. Trumpy to the Pekin Housing Board for a 5-year term ending January 14, 2018, is approved.

1014 Florence
Pekin, IL 61554
688-7481 (office)

SIGNED BY_____

MAYOR.

HOUSING BOARD

5:30 P.M. 2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

DAVID VOLZ
7 GALE COURT
655-2862 (office)
347-8505 ..... TERM ENDS JANUARY 14, 2014

SHIRLEY MOORE
205 PARK RIDGE LANE
346-7996 ..... TERM ENDS JANUARY 14, 2015

KARL JORDAN
1827 VALLE VISTA
347-1391 ..... TERM ENDS JANUARY 14, 2016

ROBERT SMALL
803 PARK AVENUE
347-7993 ..... TERM ENDS JANUARY 14, 2017

ANN J. TRUMPY
1014 FLORENCE
688-7481 (office)..... TERM ENDS JANUARY 14, 2018

DENNIS GREEN, DIRECTOR
PEKIN HOUSING
1901 BROADWAY
346-7996
dgreen@grics.net

Pekin ILLINOIS

City of Pekin

Department of Public Works

Memo

To: City Council Members

From: Michael Guerra, P.E., City Engineer

CC: Joseph Wuellner

Date: January 23, 2013

Re: Report on the Findings regarding Storm Water Studies Performed in 2012

During meetings held on April 23 and June 25 in 2012, the council approved agreements with Midwest Engineering to conduct storm water studies concerning two areas in the City that are know problem locations. I am providing a brief summary of these reports for your information. The complete reports will be available and the findings will be posted on the city website for the general public to review.

BROADMOOR HEIGHTS AND PARK RIDGE DRAINAGE STUDY

Background Information

After receiving several complaints of increasing erosion and stream degradation, an internal inspection revealed that there were several drainage issues that needed to be addressed. It was decided that a comprehensive study of the drainage basin was needed. The drainage basin studied was approximately 115 acres and was bounded by Parkway Drive to the West, Broadway Road to the South, Schramm to the East and Broadmoor School to the North. Midwest Engineering was tasked to identify all drainage issues within this basin and recommend solutions with a corresponding cost estimate.

Results

The results of the study found that the basin is capable hydraulically to handle all of the runoff generated but there are eighteen (18) drainage issues that need to be addressed with an estimated contractor cost of $527,275. The issues needing to be addressed range from acquiring additional survey of unidentified drainage networks in the drainage basin to major capitol improvements to the storm water sewer infrastructure. The complete listings of problem locations along with the estimated costs are attached. Midwest Engineering highlighted (7) issues that need more attention, due to the severity of the problem, including two needing immediate attention. At the location labeled #7 the pipe that drains Broadway Road has collapsed into the ravine which has caused the channel to reroute itself. This has caused continual eroding in the embankment which abuts one of the buildings in the Brook Meadows Apartments. The other location is location label #6, the storm sewer that drains High Point Road. Erosion has caused a manhole structure to collapse and sewer pipe to break off into the ravine. Due to the depth and size of the eroded embankment this is a major safety concern because it is about 20 feet deep and about 30 feet wide. Furthermore the close proximity of housing residents next to this location leads to a high probability of an individual falling into this location.

Recommendation

The City has begun to review all of the eighteen drainage issues and to prioritize them in terms of importance and whether they could be done with existing city personal. The city has also had initial talks with the property owner to see if future development plans would impact how the issues are prioritized. Funding will need to be programmed to repair the both locations #6 and #7. Location #6 is a straight forward point repair and can be accomplished easily. For location #7, it is proposed reconfigure the existing drainage from the Park Ridge and Broadway intersection along with the two existing office buildings into a collection line that will connect to the discharge line from the inlets off of Broadway Road. This repair could be broken into two or three phases if needed. However the channel and pipe outfall would need to be stabilized and a larger diameter pipe from the channel back to a manhole needs to be installed so that the reconfigured drainage lines could attach to it needs to be constructed in the near future. The remainder of the drainage issues would be prioritized over the next couple of years.

CAMBRIDGE AND SHIRE DRAINAGE STUDY

Background Information

The intersection of Cambridge and Shire streets has been prone to flooding for the past several decades. After several internal reviews of the flooding and proposals it was determined that in depth study by an outside engineering firm to determine the exact cause of the flooding was required. The study was done in two phases. The first phase examined just the sewer branch off of Derby that drained the Cambridge and Shire intersection. The second phase which needed examined was the capacity of the Derby Street storm collection system. Midwest Engineering used both a "10 year event" in accordance with IDOT design standards and a "25 year event" in accordance with City Code.

Results

During the examination of the Cambridge and Shire intersection it was determined that the existing infrastructure was undersized. To reduce or eliminate flooding for this area the infrastructure needed increased capacity. To ensure that increasing the capacity of the sewer did adversely affect the rest of the storm collection system Midwest examined the entire Derby Street storm sewer system. They determined the major contribution to the flooding on Cambridge and Shire is the tailwater condition that is produced on the on Derby Street sewer. There are three contributions that cause this condition. The first is that the Shire branch ties into the Derby Street Sewer at the flow line, which means that any stacking of water in the Derby Street sewer blocks the discharge from the Shire Branch. Second is that the Shire Branch is placed on a relatively flat slope which doesn't generate enough pressure to push the water into the Derby Street sewer. Finally the storm sewer elevations on the Shire are lower than many other pipes on the Derby Street System which causes this location to flood first and drain last. Therefore the water from Cambridge and Shire does not drain until the tailwater in the Derby Street sewer has subsided which according to the model could take up to 90 minutes. Since the tailwater controls the drainage of Cambridge and Shire the only solution to try to reduce flooding is to provide storage.

The modeling also indentified other locations that experience flooding during heavier rain events. Those locations are along Derby between Janssen Street and South 9th Street and along Koch Street between Riverway Drive and Hoff Street. The flooding along Derby is a result of the restriction in the piping on Derby Street where the sewer goes from decreases from 48" to 36" for approximately 2100 feet. The flooding of Koch Street is due to the large amount of storm water that flows across the corn field now that storm water generated by Hanna Drive, Deerfield Estates and the majority of the new Sports Complex drain into that field.

Recommendations

After evaluating several different options to reduce the amount of flooding, Midwest recommended providing underground pipe storage along Shire. They provided three options for the underground storage. The first option labeled A would use multiple traditional pipes and keep the profile of the road the same. The second option labeled B would use multiple traditional pipes and raise the profile of the road. The third option labeled C would use perforated pipe placed on a gravel bed to promote infiltration and storage. For each option Midwest evaluated the size of pipe and the number of pipes required for both the 10 year event design and a 25 year event design. Each option also has two alignments options. One alignment allows for the new sewer to tie into the existing manhole located at Shire and Stratford and the other alignment would relocate the sewer to tie into the Derby System to the East.

For option A the estimated costs ranged from $968,227.19 to $2,300,299.08. Cost estimates for option B ranged from $1,209,804.57 to $2,094,715.69. Finally for option C cost estimates ranged from $1,330,571.14 to $1,376,839.96.

Alternately, the there are two other options available that was not initially included in the study report. One would be to purchase one or more of the properties located at the corner of Cambridge and Shire and place a detention pond with pumps at that location. It estimated that this would cost in the $300,000 to $400,000. However this would require the relocation of homeowners, demolition of houses and long-term maintenance of a detention pond system. The last option would be to leave the area as is.

Also Midwest recommended that the City evaluate ways to reduce the amount of water being handled by the Derby Street Storm sewer system overall. Specifically the amount of water that is being collected on Koch Street needs to be addressed.

OVERALL CONCLUSIONS

These two studies provided the city with the insight on the conditions of these two drainage basins but also identified an area of concern. These studies examined in detail only 133.8 acres of drainage basins and revealed approximately 1 to 2.5 Million dollars of repairs are needed. Overall the city consists of approximately 10,200 acres and not all drainage issues are known. While these are estimated costs it demonstrates that that funding to make the necessary storm water repairs needs to be addressed. The longer these projects go unfunded the more it is going to cost to repair them. Also the amount of federal and state regulations concerning storm water are set to increase in the near future which will only increase the amount of unfunded mandates. Therefore serious consideration needs to be given on indentifying viable funding sources for storm water.

TABLE 2

COST SUMMARY OF DRAINAGE IMPROVEMENTS

MW
Midwest Engineering
Associates, Inc.

CITY OF PEKIN, ILLINOIS
BROADMOOR HEIGHTS AND PARK RIDGE
SUMMARY OF RECOMMENDED DRAINAGE IMPROVEMENTS

LOCATION NO.	DRAINAGE PROBLEM DESCRIPTION	RECOMMENDED IMPROVEMENTS	OPINION OF PROBABLE COST				
			UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	The 24" CMP is corroded.	Remove the existing 24" CMP & replace with 30" pipe.	Foot	160	$135.00	$21,600.00	$21,600.00
2	The 24" CMP outlet is undersized for the 10-year storm event	Remove the 24" CMP and Replace with 30" pipe.	Foot	95	$135.00	$12,825.00	$12,825.00
3	The 15" CMP outlet is located approximately three feet above the flowline of the ravine and is causing erosion issues.	Install a drop manhole structure	Each	1	$4,000.00	$4,000.00	$10,300.00
		Install 15" outlet pipe	Foot	30	$35.00	$1,050.00	
		Place riprap + geotext fabric along flowline	Sq. Yd.	25	$150.00	$3,750.00	
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	150	$10.00	$1,500.00	
4	Unidentified Storm Sewer Network	Survey the storm sewer network for inclusion in the City GIS data base and determine drainage area and hydraulics to determine if system is sized correctly	L. Sum	1	$2,500.00	$2,500.00	$2,500.00
5	A long segment of outlet pipe is exposed and unsupported by the existing ground. The outlet flow drops a large distance to the flowline of the ravine and is causing significant erosion.	Install a new pipe between manholes (estimated length)	Foot	100	$150.00	$15,000.00	$29,000.00
		Install a drop manhole structure	Each	1	$8,000.00	$8,000.00	
		Install outlet pipe	Foot	10	$150.00	$1,500.00	
		Place riprap + geotext fabric along flowline	Sq. Yd.	20	$150.00	$3,000.00	
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	150	$10.00	$1,500.00	
6	The final run of an outlet pipe and adjoining manhole has been undermined and the structures have fallen into the ravine.	Remove debris	L. Sum	1	$4,000.00	$4,000.00	$36,500.00
		Install a drop manhole structure	Each	1	$8,000.00	$8,000.00	
		Install 24" outlet pipe	Foot	10	$150.00	$1,500.00	
		Place erosion control along flow line	Sq. Yd.	20	$150.00	$3,000.00	
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	2,000	$10.00	$20,000.00	
7	The 12" diameter pipe has been undermined and segments of it are washed into the ravine.	Remove debris and cleanup the channel	L. Sum	1	$10,000.00	$10,000.00	$101,000.00
		Regrade the ditches and construct a berm	L. Sum	1	$10,000.00	$10,000.00	
		Install aggregate ditch checks	Ton	30	$50.00	$1,500.00	
		Install a drop manhole	Each	1	$8,000.00	$8,000.00	
		Install 36" outlet pipe	Foot	10	$200.00	$2,000.00	
		Install 36" end section	Each	1	$1,500.00	$1,500.00	
		Riprap + geotext fabric	Sq. Yd.	40	$150.00	$6,000.00	
		Place erosion control along flow line	Sq. Yd.	40	$50.00	$2,000.00	
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	5,000	$10.00	$50,000.00	
		Obtain engineering and easements for work	L. Sum	1	$10,000.00	$10,000.00	
8	Significant erosion is occuring at the narrow drainage swale with steep side slopes.	Remove debris	L. Sum	1	$3,000.00	$3,000.00	$58,000.00
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	5,000	$10.00	$50,000.00	
		Place erosion control along flow line	Sq. Yd.	40	$50.00	$2,000.00	
		Install aggregate ditch checks	Ton	60	$50.00	$3,000.00	

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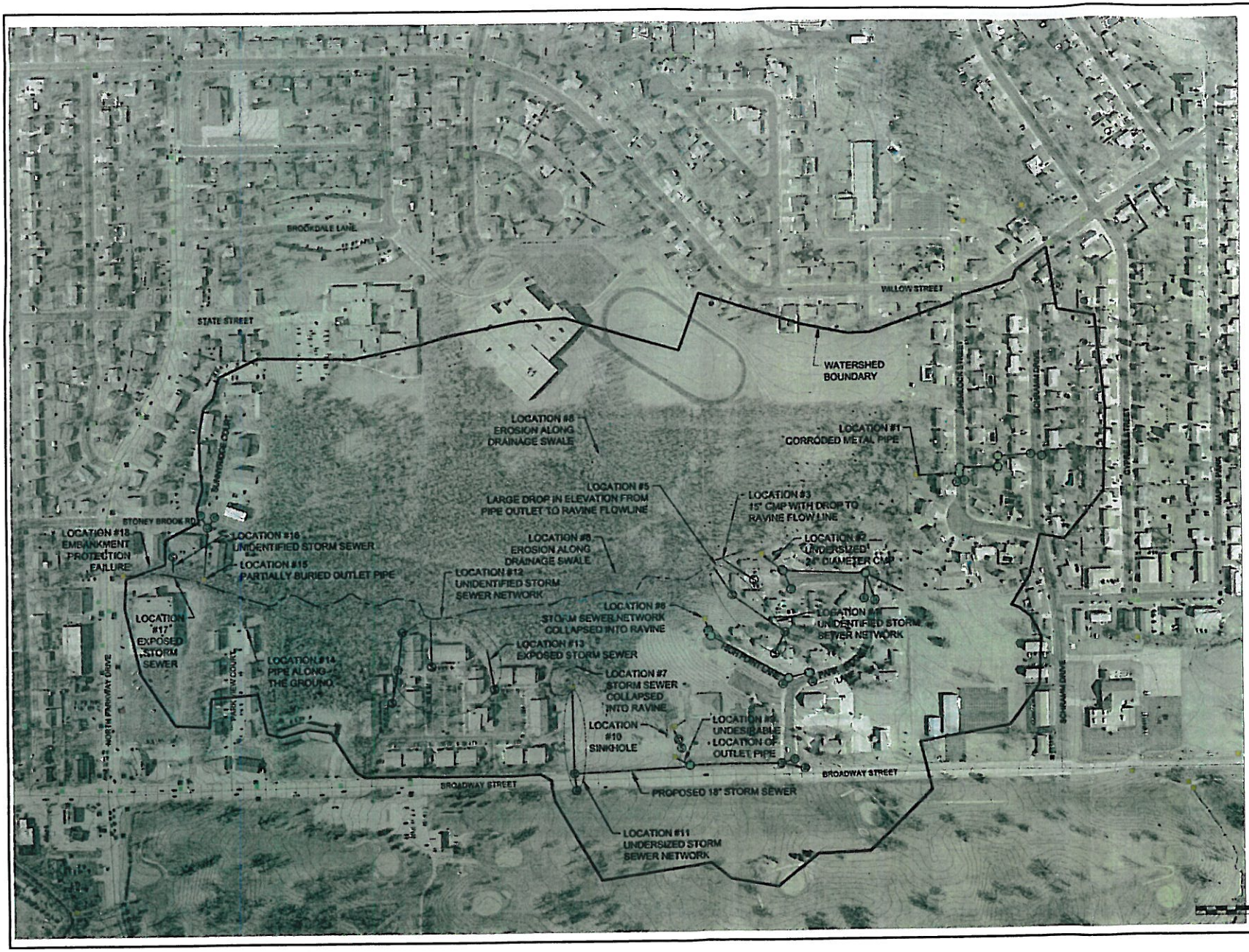
CITY OF PEKIN, ILLINOIS
BROADMOOR HEIGHTS AND PARK RIDGE
SUMMARY OF RECOMMENDED DRAINAGE IMPROVEMENTS

			OPINION OF PROBABLE COST				
LOCATION NO.	DRAINAGE PROBLEM DESCRIPTION	RECOMMENDED IMPROVEMENTS	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
9	Undesirable location of outlet pipe.	Remove existing outlet pipe	Each	1	$1,000.00	$1,000.00	$47,400.00
		Install 18" storm sewer to connect to proposed 30" outlet pipe	Foot	424	$100.00	$42,400.00	
		Install manhole structure	Each	1	$4,000.00	$4,000.00	
10	A sinkhole has developed.	Exploratory Trench	L. Sum	1	$1,000.00	$1,000.00	$7,500.00
		Fill sink hole with earthen material and reseed	Sq. Yd.	65	$100.00	$6,500.00	
11	Insufficient number of catch basins to convey runoff.	Install catch basins behind south curb of Broadway	Each	2	$2,500.00	$5,000.00	$159,150.00
		Install 15" storm sewer to connect catch basin to existing network	Foot	280	$100.00	$28,000.00	
		Install 18" storm sewer to connect catch basin to existing network	Foot	480	$100.00	$48,000.00	
		Install 24" pipe under Broadway	Foot	61	$150.00	$9,150.00	
		Install new inlet structures	Each	2	$2,500.00	$5,000.00	
		Install 30" outlet pipe	Foot	320	$200.00	$64,000.00	
12	Unidentified Storm Sewer Network	Survey the storm sewer network for inclusion in the City GIS data base and determine drainage area and hydraulics to determine if system is sized correctly	L. Sum	1	$2,500.00	$2,500.00	$2,500.00
13	A long segment of a 21" diameter CMP is exposed and unsupported by the existing ground.	Cut existing metal pipe and remove	Each	1	$1,500.00	$1,500.00	$6,500.00
		Provide riprap protection with fabric for erosion control	Sq. Yd.	500	$10.00	$5,000.00	
14	A 15" CMP has been installed such that it is laying on top of ground and the runoff has caused erosion around the top of the pipe.	Remove existing pipe & concrete flume	Each	1	$1,000.00	$1,000.00	$16,000.00
		Install manhole w/ open grate	Each	1	$4,000.00	$4,000.00	
		Install 18" outlet pipe	Foot	10	$100.00	$1,000.00	
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	1,000	$10.00	$10,000.00	
15	The end of a 12" diameter storm sewer is partially buried.	Remove sediment around pipe end section	L. Sum	1	$1,000.00	$1,000.00	$5,000.00
		Re-grade existing flow line to ravine flow line	L. Sum	1	$4,000.00	$4,000.00	
16	Unidentified Storm Sewer Network	Survey the storm sewer network for inclusion in the City GIS data base and determine drainage area and hydraulics to determine if system is sized correctly	L. Sum	1	$2,500.00	$2,500.00	$2,500.00
17	NEED MORE INFORMATION FOR THIS STORM SEWER NETWORK	Cut and remove exposed portion of pipe	L. Sum	1	$1,000.00	$1,000.00	$5,000.00
		Provide seeding and turf reinforcement	Sq. Yd.	400	$10.00	$4,000.00	
18	Existing embankment protection is failing.	Remove tree and existing embankment protection	L. Sum	1	$2,000.00	$2,000.00	$4,000.00
		Place seeding & turf reinfocement mats for slope stability	Sq. Yd.	200	$10.00	$2,000.00	
						TOTAL	$527,275.00



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IL Design Firm Reg. No 184.005896

DRAINAGE AREAS

BROADMOOR HEIGHTS & PARK RIDGE
DRAINAGE STUDY
PEKIN, IL

Issued

Rev	Date	Description

Designed: JLR 06/15/2012
Drawn: JLR 06/15/2012
Checked: DLH 06/15/2012
Approved: JLR 06/15/2012

PROJECT NUMBER
20120041

SHEET REFERENCE NUMBER
1

SHEET 1 OF 1

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APPENDIX H

COST SUMMARIES
OF
DRAINAGE IMPROVEMENT OPTIONS

OPTION A

Item	Unit	Unit Price	Option A-1: Tie into Existing 15" Pipe Outlet — 10-yr		Option A-1: Tie into Existing 15" Pipe Outlet — 25-yr *Not recommended since improvements extend beyond the right-of-way.*		Option A-2: New Outlet Connection at Derby — 10-yr		Option A-2: New Outlet Connection at Derby — 25-yr	
			Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Manhole, 4'-DIA., Ty 1 F&G	Each	$ 3,500.00	10	$ 35,000.00	18	$ 63,000.00	0	$ -	0	$ -
Manhole, 6'-DIA., Ty 1 F&G	Each	$ 5,500.00	0	$ -	0	$ -	4	$ 22,000.00	9	$ 49,500.00
Manhole, 8'-DIA., Ty 1 F&G	Each	$ 7,000.00	8	$ 56,000.00	19	$ 133,000.00	3	$ 21,000.00	6	$ 42,000.00
Manhole, 10'-DIA., Ty 1 F&G	Each	$ 9,500.00	2	$ 19,000.00	2	$ 19,000.00	2	$ 19,000.00	3	$ 28,500.00
Manhole, 12'-DIA., Ty 1 F&G	Each	$ 11,000.00	0	$ -	0	$ -	2	$ 22,000.00	3	$ 33,000.00
Inlets, Type G-1	Each	$ 1,500.00	10	$ 15,000.00	10	$ 15,000.00	10	$ 15,000.00	10	$ 15,000.00
Inlet & Pipe Protection	Each	$ 200.00	10	$ 2,000.00	10	$ 2,000.00	10	$ 2,000.00	10	$ 2,000.00
Storm Sewers, CL A, 12"	Foot	$ 25.00	130.0	$ 3,250.00	130.0	$ 3,250.00	130.0	$ 3,250.00	130.0	$ 3,250.00
30" x 19" elliptical pipe (24" EQRS)	Foot	$ 125.00	883.5	$ 110,437.50	1767.0	$ 220,875.00	0.0	$ -	0.0	$ -
34" x 22" elliptical pipe (27" EQRS)	Foot	$ 125.00	800.0	$ 100,000.00	1200.0	$ 150,000.00	0.0	$ -	0.0	$ -
38" x 24" elliptical pipe (30" EQRS)	Foot	$ 125.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -
53" x 34" elliptical pipe (42" EQRS)	Foot	$ 175.00	0.0	$ -	0.0	$ -	494.5	$ 86,537.50	1483.5	$ 259,612.50
68" x 43" elliptical pipe (54" EQRS)	Foot	$ 225.00	800.0	$ 180,000.00	1200.0	$ 270,000.00	0.0	$ -	0.0	$ -
76" x 48" elliptical pipe (60" EQRS)	Foot	$ 275.00	619.5	$ 170,362.50	1445.5	$ 397,512.50	0.0	$ -	0.0	$ -
Storm Sewers, CL A, 48"	Foot	$ 100.00	0.0	$ -	0.0	$ -	30.0	$ 3,000.00	30.0	$ 3,000.00
Storm Sewers, CL A, 54"	Foot	$ 120.00	0.0	$ -	0.0	$ -	400.0	$ 48,000.00	600.0	$ 72,000.00
Storm Sewers, CL A, 60"	Foot	$ 160.00	0.0	$ -	0.0	$ -	413.0	$ 66,080.00	619.5	$ 99,120.00
Storm Sewers, CL A, 72"	Foot	$ 240.00	0.0	$ -	0.0	$ -	504.0	$ 120,960.00	756.0	$ 181,440.00
Trench Backfill	Cu. Yd.	$ 50.00	2000.0	$ 100,000.00	4000.0	$ 200,000.00	3200.0	$ 160,000.00	5000.0	$ 250,000.00
Storm Sewer Connection	Each	$ 2,000.00	1.0	$ 2,000.00	1.0	$ 2,000.00	2.0	$ 4,000.00	2.0	$ 4,000.00
HMA Surface (1.5")	Ton	$ 110.00	159.6	$ 17,556.00	218.4	$ 24,024.00	126.0	$ 13,860.00	214.2	$ 23,562.00
HMA Binder (2.25")	Ton	$ 110.00	239.4	$ 26,334.00	327.6	$ 36,036.00	189.0	$ 20,790.00	321.3	$ 35,343.00
Agg Base (8")	Sq. Yd.	$ 20.00	2094.0	$ 41,880.00	3022.2	$ 60,444.44	1500.0	$ 30,000.00	2550.0	$ 51,000.00
Bituminous Prime Coat	Gallon	$ 3.00	1140.0	$ 3,420.00	1560.0	$ 4,680.00	900.0	$ 2,700.00	1530.0	$ 4,590.00
Pavement Removal	Sq. Yd.	$ 20.00	1900.0	$ 38,000.00	2600.0	$ 52,000.00	1500.0	$ 30,000.00	2550.0	$ 51,000.00
CC&G Removal	Foot	$ 8.00	873.0	$ 6,984.00	1900.0	$ 15,200.00	20.0	$ 160.00	20.0	$ 160.00
CC&G	Foot	$ 20.00	873.0	$ 17,460.00	1900.0	$ 38,000.00	20.0	$ 400.00	20.0	$ 400.00
Mobilization	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00
Traffic Control Complete	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	0.0	$ -	0.0	$ -
Traffic Control Complete	L Sum	$ 20,000.00	0.0	$ -	0.0	$ -	1.0	$ 20,000.00	1.0	$ 20,000.00
Construction Layout	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00
Sub-Total:				**$ 974,684.00**		**$ 1,736,021.94**		**$ 730,737.50**		**$ 1,248,477.50**
25% Contingency				$ 243,671.00		$ 434,005.49		$ 182,684.38		$ 312,119.38
7.5% Engineering Fees				$ 73,101.30		$ 130,201.65		$ 54,805.31		$ 93,635.81
TOTAL:				**$ 1,291,456.30**		**$ 2,300,229.08**		**$ 968,227.19**		**$ 1,654,232.69**

OPTION B

Item	Unit	Unit Price	Option B-1 Tie into Existing 15" Pipe Outlet				Option B-2 New Outlet Connection at Derby			
			10-yr		25-yr *Not recommended since improvements extend beyond the right-of-way.*		10-yr		25-yr	
			Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Manhole, 6'-DIA., Ty 1 F&G	Each	$ 5,500.00	6	$ 33,000.00	15	$ 82,500.00	0	$ -	0	$ -
Manhole, 8'-DIA., Ty 1 F&G	Each	$ 7,000.00	9	$ 63,000.00	16	$ 112,000.00	4	$ 28,000.00	8	$ 56,000.00
Manhole, 10'-DIA., Ty 1 F&G	Each	$ 9,500.00	0	$ -	0	$ -	2	$ 19,000.00	4	$ 38,000.00
Manhole, 12'-DIA., Ty 1 F&G	Each	$ 11,000.00	0	$ -	0	$ -	1	$ 11,000.00	2	$ 22,000.00
Inlets, Type G-1	Each	$ 1,500.00	10	$ 15,000.00	10	$ 15,000.00	10	$ 15,000.00	10	$ 15,000.00
Inlet & Pipe Protection	Each	$ 200.00	10	$ 2,000.00	10	$ 2,000.00	10	$ 2,000.00	10	$ 2,000.00
Storm Sewers, CL A, 12"	Foot	$ 25.00	130.0	$ 3,250.00	130.0	$ 3,250.00	130.0	$ 3,250.00	130.0	$ 3,250.00
38" x 24" elliptical pipe (30" EQRS)	Foot	$ 125.00	441.0	$ 55,125.00	1102.5	$ 137,812.50	0.0	$ -	0.0	$ -
45" x 29" elliptical pipe (36" EQRS)	Foot	$ 125.00	548.0	$ 68,500.00	1370.0	$ 171,250.00	0.0	$ -	0.0	$ -
53" x 34" elliptical pipe (42" EQRS)	Foot	$ 175.00	0.0	$ -	0.0	$ -	294.5	$ 51,537.50	441.0	$ 77,175.00
68" x 43" elliptical pipe (54" EQRS)	Foot	$ 225.00	0.0	$ -	0.0	$ -	200.0	$ 45,000.00	548.0	$ 123,300.00
76" x 48" elliptical pipe (60" EQRS)	Foot	$ 275.00	400.0	$ 110,000.00	1000.0	$ 275,000.00	0.0	$ -	0.0	$ -
Storm Sewers, CL A, 48"	Foot	$ 100.00	0.0	$ -	0.0	$ -	30.0	$ 3,000.00	30.0	$ 3,000.00
Storm Sewers, CL A, 60"	Foot	$ 160.00	619.5	$ 99,120.00	1032.5	$ 165,200.00	0.0	$ -	0.0	$ -
Storm Sewers, CL A, 66"	Foot	$ 200.00	0.0	$ -	0.0	$ -	200.0	$ 40,000.00	400.0	$ 80,000.00
Storm Sewers, CL A, 72"	Foot	$ 240.00	0.0	$ -	0.0	$ -	206.5	$ 49,560.00	413.0	$ 99,120.00
Storm Sewers, CL A, 84"	Foot	$ 280.00	0.0	$ -	0.0	$ -	252.0	$ 70,560.00	504.0	$ 141,120.00
Trench Backfill	Cu. Yd.	$ 50.00	1800.0	$ 90,000.00	3500.0	$ 175,000.00	1600.0	$ 80,000.00	3300.0	$ 165,000.00
Storm Sewer Connection	Each	$ 2,000.00	1.0	$ 2,000.00	1.0	$ 2,000.00	2.0	$ 4,000.00	2.0	$ 4,000.00
HMA Surface (1.5")	Ton	$ 110.00	327.6	$ 36,036.00	327.6	$ 36,036.00	381.0	$ 41,908.53	381.0	$ 41,908.53
HMA Binder (2.25")	Ton	$ 110.00	491.4	$ 54,054.00	491.4	$ 54,054.00	571.5	$ 62,862.80	571.5	$ 62,862.80
Agg Base (8")	Sq. Yd.	$ 20.00	4500.0	$ 90,000.00	4500.0	$ 90,000.00	5135.6	$ 102,711.11	5135.6	$ 102,711.11
Bituminous Prime Coat	Gallon	$ 3.00	2340.0	$ 7,020.00	2340.0	$ 7,020.00	2721.3	$ 8,164.00	2721.3	$ 8,164.00
Pavement Removal	Sq. Yd.	$ 20.00	3900.0	$ 78,000.00	3900.0	$ 78,000.00	4535.6	$ 90,711.11	4535.6	$ 90,711.11
CC&G Removal	Foot	$ 8.00	2700.0	$ 21,600.00	2700.0	$ 21,600.00	2700.0	$ 21,600.00	2700.0	$ 21,600.00
CC&G	Foot	$ 20.00	2700.0	$ 54,000.00	2700.0	$ 54,000.00	2700.0	$ 54,000.00	2700.0	$ 54,000.00
Driveway Pavement Removal	Sq. Yd.	$ 12.00	285.0	$ 3,420.00	285.0	$ 3,420.00	285.0	$ 3,420.00	285.0	$ 3,420.00
PCC Driveway Pavement, 8"	Sq. Yd.	$ 65.00	285.0	$ 18,525.00	285.0	$ 18,525.00	285.0	$ 18,525.00	285.0	$ 18,525.00
Furnished Excavation	Cu. Yd.	$ 20.00	1200.0	$ 24,000.00	1200.0	$ 24,000.00	1200.0	$ 24,000.00	1200.0	$ 24,000.00
Topsoil Furnish & Place, 4"	Sq. Yd.	$ 5.50	1500.0	$ 8,250.00	1500.0	$ 8,250.00	1500.0	$ 8,250.00	1500.0	$ 8,250.00
Sodding	Sq. Yd.	$ 10.00	1500.0	$ 15,000.00	1500.0	$ 15,000.00	1500.0	$ 15,000.00	1500.0	$ 15,000.00
Mobilization	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00
Traffic Control Complete	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	0.0	$ -	0.0	$ -
Traffic Control Complete	L Sum	$ 20,000.00	0.0	$ -	0.0	$ -	1.0	$ 20,000.00	1.0	$ 20,000.00
Construction Layout	L Sum	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00	1.0	$ 10,000.00
Sub-Total:				**$ 980,900.00**		**$ 1,580,917.50**		**$ 913,060.06**		**$ 1,320,117.56**
25% Contingency				$ 245,225.00		$ 395,229.38		$ 228,265.01		$ 330,029.39
7.5% Engineering Fees				$ 73,567.50		$ 118,568.81		$ 68,479.50		$ 99,008.82
TOTAL:				**$ 1,299,692.50**		**$ 2,094,715.69**		**$ 1,209,804.57**		**$ 1,749,155.76**

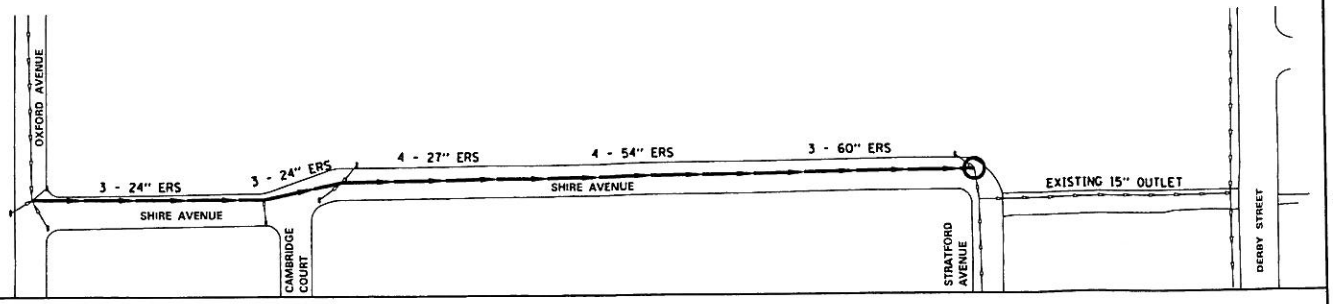
OPTION C

Item	Unit	Unit Price	Option C-1 Tie into Existing 15" Pipe Outlet 10-yr & 25-yr Quantity	Cost	Option C-2 New Outlet Connection at Derby 10-yr & 25-yr Quantity	Cost
Manhole, 4'-DIA., Ty 1 F&G	Each	$ 3,500.00	3	$ 10,500.00		$ -
Manhole, 6'-DIA., Ty 1 F&G	Each	$ 5,500.00	3	$ 16,500.00		$ -
Manhole, 10'-DIA., Ty 1 F&G	Each	$ 9,500.00	0	$ -	1	$ 9,500.00
Inlets, Type G-1	Each	$ 1,500.00	10	$ 15,000.00		$ -
Inlet & Pipe Protection	Each	$ 200.00	10	$ 2,000.00		$ -
Storm Sewers, CL A, 12"	Foot	$ 25.00	130.0	$ 3,250.00		$ -
Storm Sewers, CL A, 18"	Foot	$ 35.00	294.5	$ 10,307.50		$ -
Storm Sewers, CL A, 48"	Foot	$ 100.00	0.0	$ -	252.0	$ 25,200.00
24" perforated pipe	Foot	$ 55.00	200.0	$ 11,000.00	200.0	$ 11,000.00
42" perforated pipe	Foot	$ 95.00	200.0	$ 19,000.00	200.0	$ 19,000.00
48" perforated pipe	Foot	$ 105.00	206.5	$ 21,682.50	206.5	$ 21,682.50
Trench Backfill	Cu. Yd.	$ 50.00	40.0	$ 2,000.00	710.0	$ 35,500.00
Gravel filled trench	Ton	$ 60.00	7300.0	$ 438,000.00	7300.0	$ 438,000.00
Geotechnical Fabric	Sq. Yd.	$ 3.00	4353	$ 13,059.63	4353.0	$ 13,059.00
Storm Sewer Connection	Each	$ 2,000.00	1.0	$ 2,000.00	1.0	$ 2,000.00
HMA Surface (1.5")	Ton	$ 110.00	327.6	$ 36,036.00	346.1	$ 38,068.80
HMA Binder (2.25")	Ton	$ 110.00	491.4	$ 54,054.00	519.1	$ 57,103.20
Agg Base (8")	Sq. Yd.	$ 20.00	4500.0	$ 90,000.00	4720.0	$ 94,400.00
Bituminous Prime Coat	Gallon	$ 3.00	2340.0	$ 7,020.00	2472.0	$ 7,416.00
Pavement Removal	Sq. Yd.	$ 20.00	3900.0	$ 78,000.00	4120.0	$ 82,400.00
CC&G Removal	Foot	$ 8.00	2700.0	$ 21,600.00	2700	$ 21,600.00
CC&G	Foot	$ 20.00	2700.0	$ 54,000.00	2700	$ 54,000.00
Driveway Pavement Removal	Sq. Yd.	$ 12.00	285.0	$ 3,420.00	285	$ 3,420.00
PCC Driveway Pavement, 8"	Sq. Yd.	$ 65.00	285.0	$ 18,525.00	285	$ 18,525.00
Furnished Excavation	Cu. Yd.	$ 20.00	1200.0	$ 24,000.00	1200	$ 24,000.00
Topsoil Furnish & Place, 4"	Sq. Yd.	$ 5.50	1500.0	$ 8,250.00	1500	$ 8,250.00
Sodding	Sq. Yd.	$ 10.00	1500.0	$ 15,000.00	1500	$ 15,000.00
Mobilization	L Sum	$ 10,000.00	1.0	$ 10,000.00	1	$ 10,000.00
Traffic Control Complete	L Sum	$ 10,000.00	1.0	$ 10,000.00		$ -
Traffic Control Complete	L Sum	$ 20,000.00		$ -	1	$ 20,000.00
Construction Layout	L Sum	$ 10,000.00	1.0	$ 10,000.00	1	$ 10,000.00
Sub-Total:				**$ 1,004,204.63**		**$ 1,039,124.50**
25% Contingency				$ 251,051.16		$ 259,781.13
7.5% Engineering Fees				$ 75,315.35		$ 77,934.34
TOTAL:				**$ 1,330,571.14**		**$ 1,376,839.96**

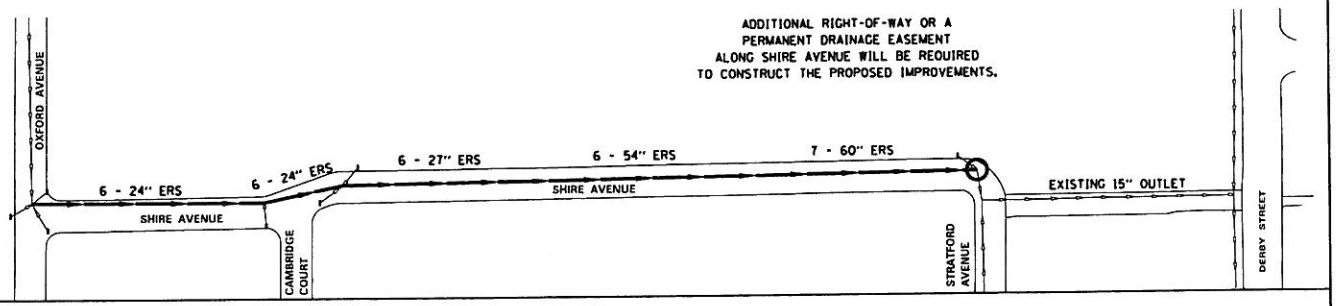
OPTION A–1

UPSIZE PIPES.
EXISTING OUTLET.

10–YR



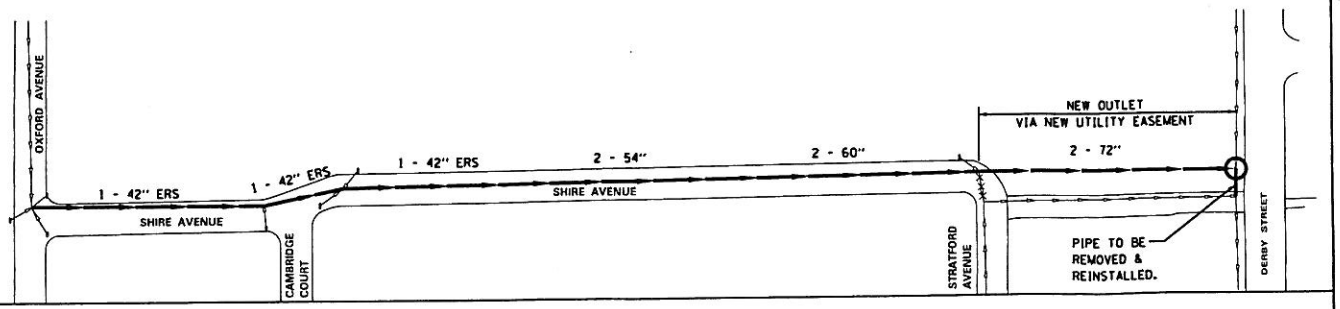
25–YR



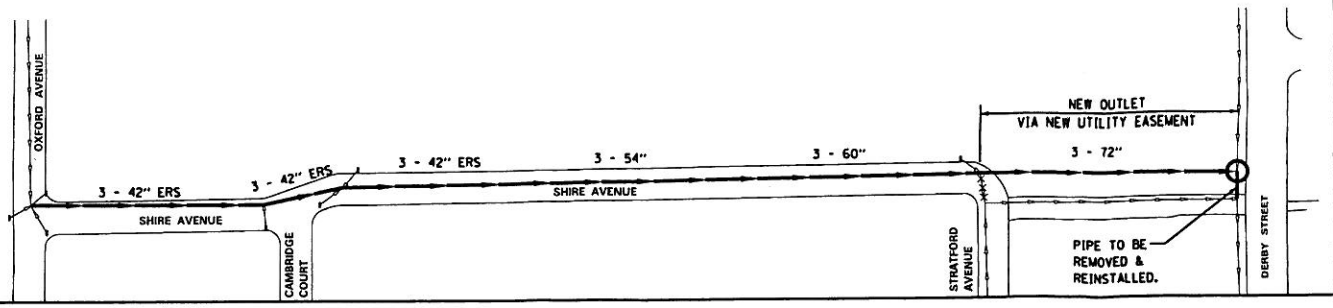
OPTION A–2

UPSIZE PIPES.
NEW OUTLET.

10–YR



25–YR



MW
Midwest Engineering
Associates Inc
100 N. Main Street, Suite 301
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com
IL Design Firm Reg. No
184-005896

PROPOSED PIPE CONFIGURATION
OPTION A

NOTES:

ERS = EQUIVALENT ROUND SIZEN (ELLIPTICAL PIPE)

N

1" = 120'

Drawn:	KLM
Checked:	KLM
Approved:	KLM

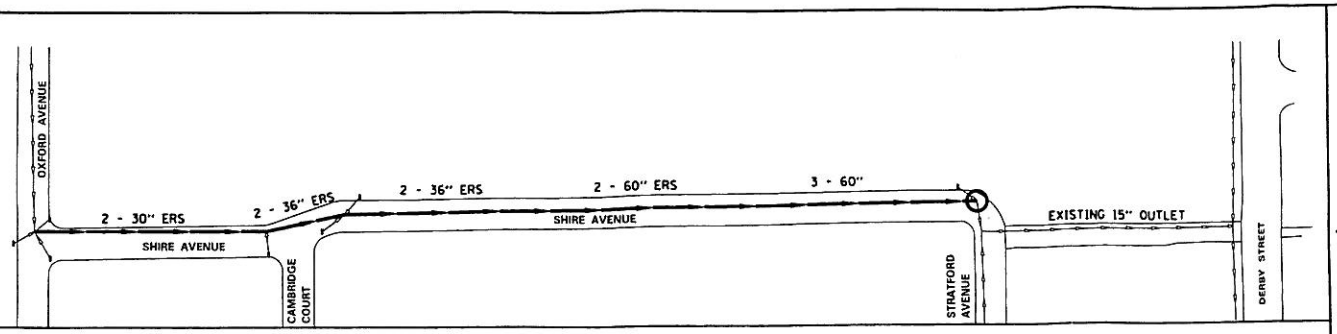
EXHIBIT 3A

PROJECT NUMBER: 20120057

OPTION B-1

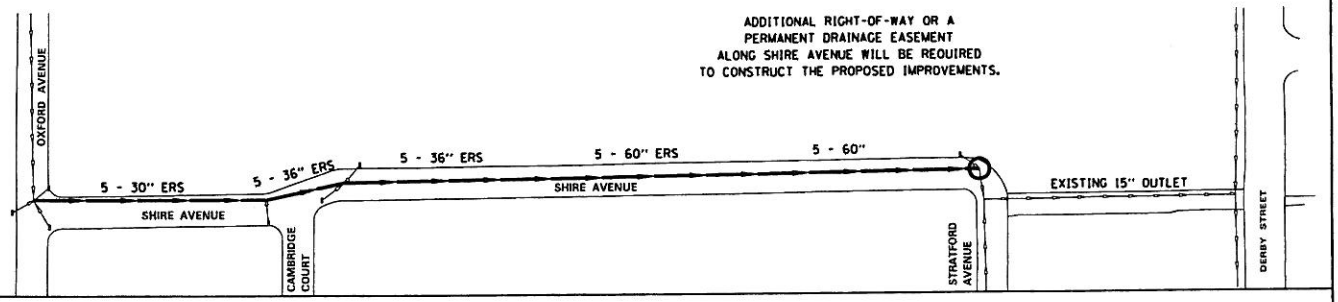
UPSIZE PIPES.
RAISE PROFILE.
EXISTING OUTLET.

10-YR



25-YR

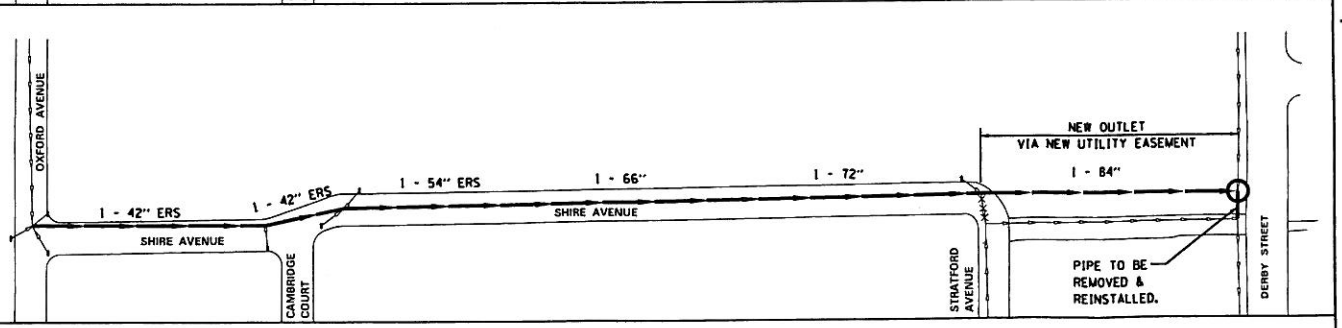
ADDITIONAL RIGHT-OF-WAY OR A PERMANENT DRAINAGE EASEMENT ALONG SHIRE AVENUE WILL BE REQUIRED TO CONSTRUCT THE PROPOSED IMPROVEMENTS.



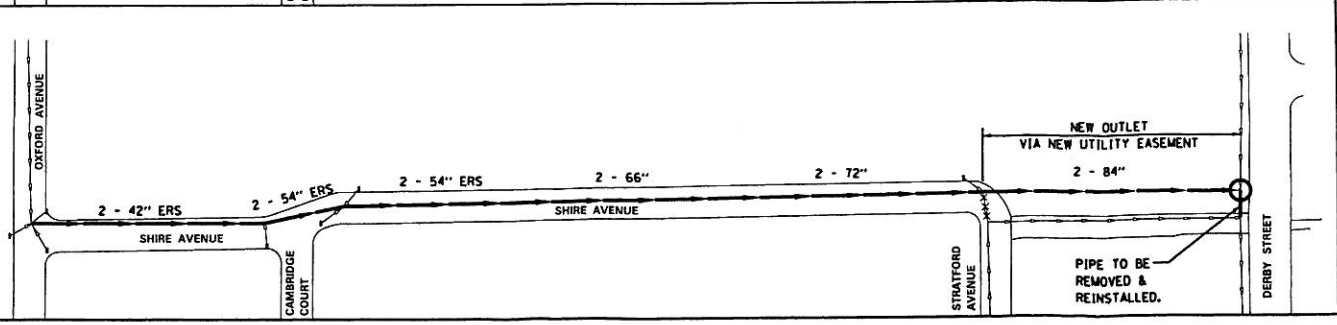
OPTION B-2

UPSIZE PIPES.
RAISE PROFILE.
NEW OUTLET.

10-YR



25-YR



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IL Design Firm Reg. No. 184-005896

PROPOSED PIPE CONFIGURATION
OPTION B

NOTES:

ERS = EQUIVALENT ROUND SIZEN (ELLIPTICAL PIPE)

1" = 120'

Drawn	KLM
Checked:	KLM
Approved:	KLM

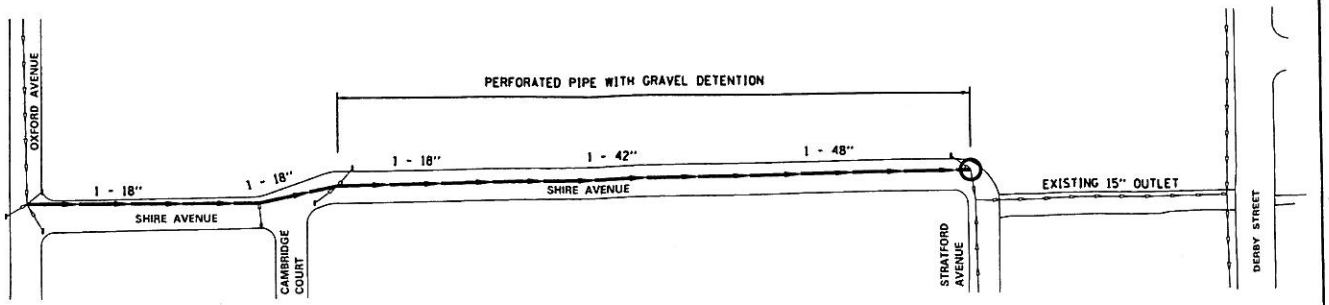
EXHIBIT 3B

PROJECT NUMBER: 20120057

OPTION C-1

UPSIZE PIPES.
RAISE PROFILE.
GRAVEL BED.
EXISTING OUTLET.

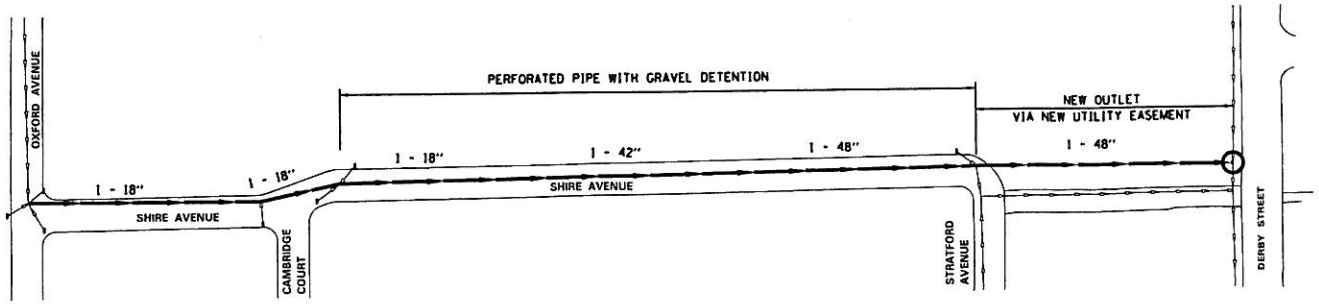
10-YR & 25-YR



OPTION C-2

UPSIZE PIPES.
RAISE PROFILE.
GRAVEL BED.
NEW OUTLET.

10-YR & 25-YR



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East Peoria, Illinois 61611
309.222.8600
www.mweainc.com
IL Design Firm Reg. No. 184-005896

PROPOSED PIPE CONFIGURATION
OPTION C

N

1" = 120'

Drawn:	KLM
Checked:	KLM
Approved:	KLM

EXHIBIT 3C

PROJECT NUMBER: 20120057

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner, City Clerk Sue McMillan

From: Darin W. Girdler, Assistant City Manager

Date: January 17, 2013

AGENDA ITEM: Riverfront Master Planning.

AGENDA DATE REQUESTED: January 28, 2013

ACTION REQUESTED: Authorize approval of Proposal for Consulting Services in the amount of $22,500 as attached.

DESCRIPTION: Develop plan for the riverfront property that the City owns including verification of utilities and their placement/capacity. Also, conceptually showing the best use for the area based on site restrictions such as existing structures, topography, utility locations, etc.

FINANCIAL IMPACT: $22,500 of TIF funds for this project.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Positive marketing and overall planning for otherwise stagnant development land along the riverfront.

IMPACT IF DENIED: The City continues to own the land and market it as it is.

ALTERNATIVES: Continue to offer the land for sale 'as-is'.

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

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

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

Attachment – Proposal for Consulting Services

Farnsworth GROUP

RIVERFRONT MASTER PLANNING

PROPOSAL FOR CONSULTING SERVICES
CITY OF PEKIN, ILLINOIS
PEKIN, ILLINOIS

January 4. 2013

U.S. GREEN BUILDING COUNCIL MEMBER

ENGINEERS | ARCHITECTS | SURVEYORS | SCIENTISTS

January 4, 2013

Ms. Leigh Ann Matthews
Economic Development Coordinator
City of Pekin, Illinois
111 S. Capitol Street
Pekin, Illinois 61554

RE: Proposal for River Front Master Planning / South of Riverfront Park

Dear Leigh Ann:

Thank you for this opportunity to submit for the Master Planning Services for the area south of the current Riverfront Park. We understand that you have a great opportunity to work with a local developer in regard to this area. We look forward to helping you shape its future for many years to come. We are confident that our knowledge and experience at Farnsworth Group will be a great addition to your team.

PROJECT DESCRIPTION

The project is located south of the Route 9 Illinois River Bridge, as shown on the attached map as the "Available City Property – 9.12 acres", and bordered by the following streets:

- Main Street (formerly Front St.)
- St. Mary Street
- South 2nd Street
- Cynthiana Street

We understand the scope of the project is to evaluate the infrastructure of the site and provide direction and cost for upgrading as well as relocating existing utilities to make room for new site improvements. Our work will also include preparing site concepts that incorporate the proposed developer's buildings along with proposed future development opportunities around them. The concepts shall take into consideration the current Riverfront Park and opportunities to expand open space and the trail system.

PROJECT CONTACT INFORMATION

To better serve your project's location, we will provide our services out of our Peoria office. Farnsworth Group's primary point of contact on this project will be:

Mr. Gary Davis
Principal
Farnsworth Group, Inc.
7707 North Knoxville, Suite 100
Peoria, Illinois 61614
Phone: (309) 689-9888 Fax: (309) 689-9820

Based on the project description above, Farnsworth Group will provide the following Scope of Services:

Task 1 – Site Analysis & Programming – Prior to starting conceptual design work Farnsworth Group shall perform an analysis of the site and meet with the client to confirm programming and direction for the design of the site.

1) Site Analysis – Review roads, topography and utilities for the site.
2) Programming Meeting:
   a) Confirm project area.
   b) Review proposed building foot prints for the site.

Task 2 – Preliminary Site Concepts – Upon completion of Task 1 we will begin the design process for the project. The scope of work shall include:

1) Prepare two (2) preliminary site concepts for the project site. Minimum programming for these concepts shall include:
   a) Building footprints as provided by the client.
   b) Extension of the walking trail from Riverfront Park.
   c) Proposed vehicular circulation and parking for the development, per City of Pekin requirements.
   d) Proposed open/recreation spaces.
   e) Proposed pedestrian circulation throughout the site with connections into neighboring areas.
   f) Take advantage of view to the Illinois River.
2) Infrastructure evaluation and concept development including:
   a) Street and sidewalk condition assessment and proposed improvements.
   b) Coordinate with AMEREN on electrical distribution line relocation.
   c) Evaluate the existing AMEREN gas distribution for service to the proposed development.
   d) Work with Illinois American Water Company and evaluate the capacity and condition of the existing water distribution system. The basis will be to meet the City's fire flow requirements for the development. An existing hydraulic model will be utilized to evaluate fire flows and to provide the basis for system improvements.
   e) Utilizing existing sewer maps and condition reports, evaluate the City's combined sewer system in the development area for storm and sanitary sewer condition and capacity for the new development.

3) Prepare a project construction budget for each concept.
4) Incorporate drawings and cost information into the project design book.
5) Meet with the client to review each concept and gain approval to prepare a final master plan.

Task 3 – Final Site Concept – Upon approval to proceed with a final master plan we shall provide the following:

1) Based on direction from the preliminary site concept phase we shall prepare one final master plan. The plan shall be colored rendered and labeled with input from the client.
2) Update the project construction budget for the master plan.
3) Meet with the client to review the master plan and project budget.
4) Incorporate the final master plan and project construction budget into the project design book.

PROFESSIONAL FEES

Farnsworth Group proposed the following fee schedule:

- **Basic Services**
  We propose to provide the Scope of Work listed above for a lump sum of $22,500.00

- **Additional Services**
  Any additional work requested by the owner will be billed at Farnsworth Group Standard Hourly Rates. A copy of our Standard Hourly Rates is attached to this proposal.

- **Reimbursable Expenses**
  Reimbursable expenses are limited to printing of the work and vehicle mileage. We estimate expenses to be $200.00.

PROJECT SCHEDULE AND TIMING

Farnsworth Group anticipates the following schedule:

- Upon approval of this Proposal, Farnsworth Group will prepare and review a proposed schedule with the owner.

AGREEMENT

Enclosed with this letter is a copy of our "General Conditions Professional Services Agreement". Please review this material and feel free to call if any items need clarification. We are proposing that this letter and the attached General Conditions represent the Agreement between you and Farnsworth Group, Inc. Please acknowledge your acceptance of this proposal by signing both copies and returning them to my attention. We'll then execute both and return one to you. Upon execution of this document, we are able to begin work.

Again, thank you for your consideration of our firm to be part of this great project. We are excited to be part of the team, and look forward to working with everyone as this project moves forward. If you have any questions, please feel free to contact Bruce Brown or me at your convenience.

Sincerely,

FARNSWORTH GROUP, INC.

Gary W. Davis
Principal

/cz

FARNSWORTH GROUP, INC.

Signature

Gary W. Davis

Typed Name

Principal

Title

1/4/13

Date

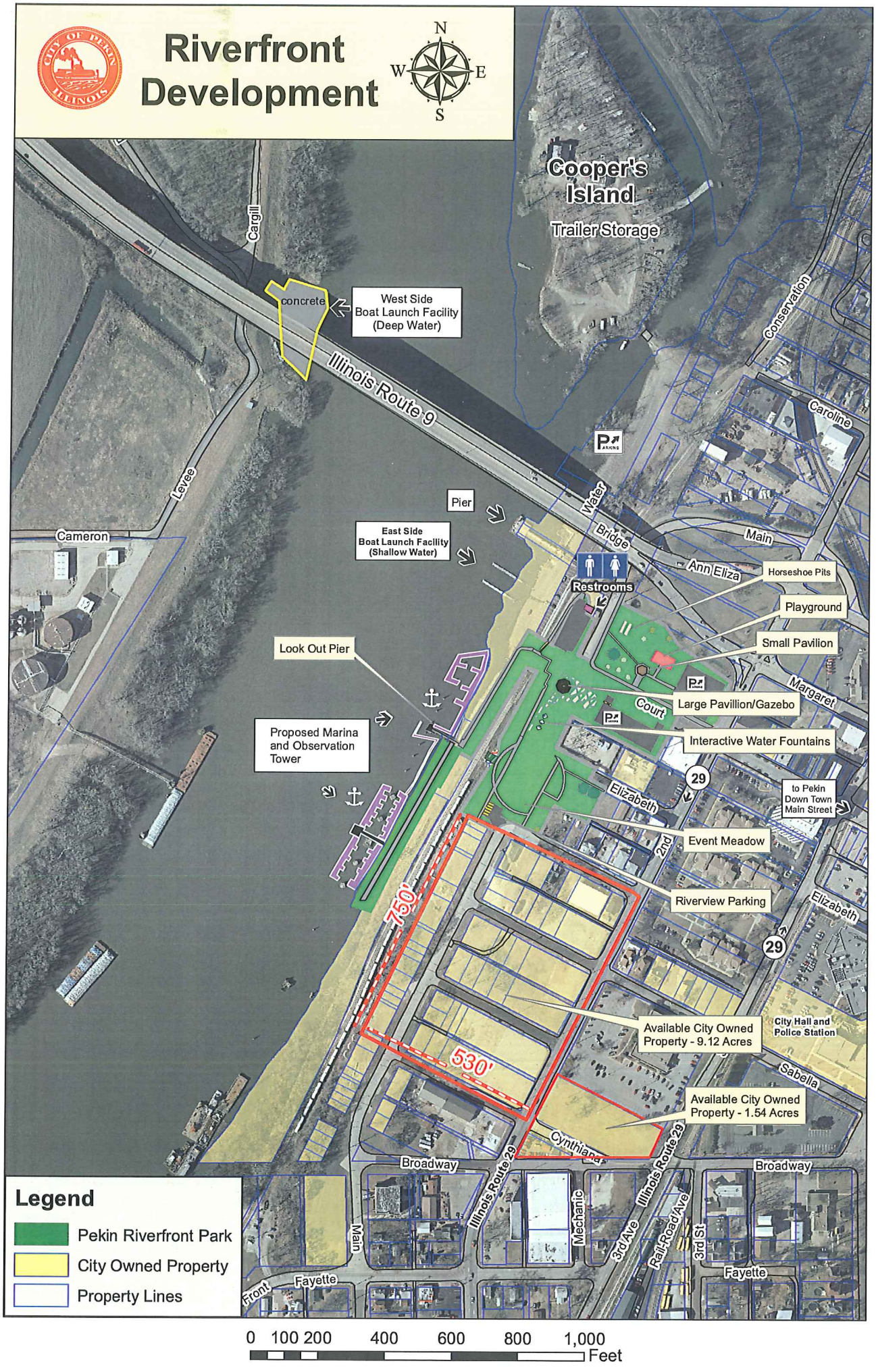
CITY OF PEKIN, ILLINOIS

Signature

Typed Name

Title

Date


Riverfront Development
N
W
E
S
Cooper's Island
Trailer Storage
Cargill
concrete
West Side Boat Launch Facility (Deep Water)
Illinois Route 9
Conservation
Caroline
Levee
Cameron
Pier
East Side Boat Launch Facility (Shallow Water)
Water
Bridge
Main
Ann Eliza
Horseshoe Pits
Restrooms
Playground
Small Pavilion
Look Out Pier
Margaret
Court
Large Pavillion/Gazebo
Proposed Marina and Observation Tower
Interactive Water Fountains
29
Elizabeth
to Pekin Down Town Main Street
2nd
Event Meadow
Riverview Parking
750'
530'
Available City Owned Property - 9.12 Acres
City Hall and Police Station
Sabella
Available City Owned Property - 1.54 Acres
Cynthiana
Broadway
Illinois Route 29
Mechanic
3rd Ave
Rail Road Ave
3rd St
Main
Front
Fayette
Legend
Pekin Riverfront Park
City Owned Property
Property Lines
0 100 200 400 600 800 1,000
Feet

Farnsworth Group, Inc.
Schedule of Charges - January 1, 2013

Engineering / Surveying Professional Staff	Per Hour
Engineering Intern I	$ 97.00
Engineering Intern II	$ 106.00
Engineer / Land Surveyor	$ 113.00
Senior Engineer / Senior Land Surveyor	$ 119.00
Project Engineer / Project Land Surveyor	$ 132.00
Senior Project Engineer / Senior Project Land Surveyor	$ 147.00
Engineering Manager / Land Surveying Manager	$ 163.00
Senior Engineering Manager	$ 174.00
Principal/Vice President	$ 185.00

Engineering/Surveying Technical Staff	
Administrative Support	$ 63.00
Technician I	$ 63.00
Technician II	$ 83.00
Senior Technician	$ 92.00
Chief Technician	$ 106.00
Designer / Computer Specialist/Lead Technician	$ 115.00
Senior Designer	$ 119.00
Project Designer / Project Technician	$ 127.00
Senior Project Planner / Senior Systems Integration Specialist	$ 130.00
Senior Project Designer / Systems Integration Manager / Senior Project Technician	$ 144.00

Architecture Staff	
Architectural Intern I / Landscape Architect Intern I / Interior Designer I	$ 85.00
Interior Designer II	$ 91.00
Architectural Intern II / Interior Designer III / Landscape Architect Intern II	$ 95.00
Architect / Landscape Architect / Architectural Designer	$ 108.00
Senior Architect / Senior Architectural Designer	$ 114.00
Project Architect	$ 125.00
Senior Project Architect / Senior Project Landscape Architect	$ 138.00
Architectural Manager / Landscape Architectural Manager	$ 146.00
Senior Architectural Manager	$ 153.00
Principal, Architecture	$ 172.00

Miscellaneous/Expenses	
Expert Testimony	2xbilling rate
Field Vehicle	$11.00/hr
ATV & Trailer	$11.00/hr
Automobile	$ .59/mi
CADD Computer	$15.00/hr
Hand Held GPS	$11.00/hr
1 Unit GPS (Maximum $440/day)	$22.00/hr
2 Unit GPS (Maximum $440/day) / GPS Robotic	$44.00/hr
3 Unit GPS (Maximum $660/day)	$66.00/hr
Robotic Total Station	$22.00/hr
Subcontractors & Other Reimbursable Expenses Related to Project*	Cost+ 10%

(*Includes the actual cost of subcontractors, blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.)

CHARGES EFFECTIVE UNTIL JANUARY 1, 2014 UNLESS NOTIFIED

Farnsworth GROUP

GENERAL CONDITIONS

Date: December 4, 2013
Client: City of Pekin, IL

Project: Riverfront Master Planning

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 statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

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 .

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

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

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

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

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

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

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

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

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

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

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

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

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

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

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

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

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

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

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

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