



City of Pekin

AGENDA

**REGULAR COUNCIL MEETING OF SEPTEMBER 26, 2005
5:30 P.M.**

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of September 12, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Reports and Minutes: Combined Revenue/Expenditure Report
2. Charitable Solicitation: Kiwanis Peanut Day November 4, 2005

VII. NEW BUSINESS

1. Ordinance No. 2446 – Amending Title 3, Chapter 2 of the Code of the City of Pekin 1995 Regarding Home Rule Municipal Retailers' Occupation Tax and the Home Rule Municipal Service Occupation Tax (DK)
2. Ordinance No. 2447 – Establishing Compensation for Mayor and Council Members (DK)
3. Agreement for Engineering Services with Farnsworth for Sewer Treatment Plant Facility (DK)
4. Agreement with Groveland Township for Exchange of Manpower (DP)

VIII. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

IX. ADJOURNMENT

**Southside Business Association Town Hall Meeting
Tuesday, September 27, 6:30 Eagles Lodge
City Day Thursday, September 29 @ 8:00 a.m.**

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 12, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, MADDOX, DAGIT, AND JONES

ABSENT: NONE

The **Pledge of Allegiance** was led by Fire Chief Chuck Lauss and Police Chief Timothy Gillespie to honor the lost in the events of 9/11.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Dagit seconded by Com'r. Jones that the **agenda be approved as presented**. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **Minutes of the Regular City Council Meeting of August 22, 2005, the Special City Council Meeting of August 24, 2005 and the Council Retreat August 13, 2005 be approved as written**. On roll call vote, all present voted Aye.

Public Input

Dustin Maquet Deerfield Estates resident approached Council regarding the proposed business item to amend the sewer user provisions of the code. Mr. Maquet told Council he odden the entire yard of his new residence and had to water extensively during the drought. He expressed concern that the large wastewater portion of his first water bill was not justified as going down the City sewers. He asked Council to consider incentives for new construction, historical usage for calculating billing, and retro active credit for overage. Comments from Mr. Maquet's wife regarding capital improvement fund were read to council.

Bob Burress Deerfield Estate spoke in opposition to being charged a wastewater fee for water used on his lawn. He suggested that averaging for billing include November. He expressed hi opinion that wastewater was a hidden tax.

Consent Agenda

City Clerk Sue McMillan presented the following items under consent Agenda.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the Consent Agenda **be approved as presented**.

1. Receive and File Reports and Minutes: Police, Liquor Commission, Traffic Safety, Tazewell County Animal Control, Airport Commission, and T/PCCC
2. Proclamation: 150th Anniversary of Royal Arch Chapter 25 September 27, 2005
3. Charitable Solicitation: Pekin Union Mission Tag Days October 28, 29 & 30, 2005
Pekin Police Foundation Inc.
4. Receive and File Status of Peoria Base Retention Task Force
5. Receive and File 5 Year Capital Plan
6. Receive and File 5 Year Personnel Plan

On roll call vote, all present voted Aye.

Commissioner Dagit read and presented the Proclamation for celebration of the Masons.

New Business

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **AUDIT ENGAGEMENT LETTER WITH WILLOCK WARNING & CO., P.C. not to exceed \$30,000** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2444
AMENDING TITLE 4, CHAPTER 4, SECTION C-2-2
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGE WINTER AVERAGING

Motion by Com'r. Jones, seconded by Com'r. Dagit that Ordinance No. 2444 be adopted. Com'r. Jones stated that there was no date that the ordinance would take effect. Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 2444 be amended by adding after the words "effect upon" in the third "Be It Further Ordained," the date October 1, 2005. Council discussed making allowances for new house occupants, "Snow birds" based on typical usage on comparable size households for new residents. Com'r. Blanchard felt the budget needed to be tighten and was not in favor of paying back fees retro active to any date. On roll call vote, Nays; Jones, Maddox, Dagit, Howard; Aye; Blanchard. Motion Failed. Discussion followed. Randy West local manager of Illinois American Water Company answered questions regarding water billing. City Manager Dennis Kief made comments on capital fund and debt service charge history and IEPA requirement of the treatment plant. Motion by Com'r. Dagit, seconded by Com'r. Jones that Ordinance No. 2444 be amended by adding after the words "effect upon" in the third "Be It Further Ordained," the date, March 1, 2005. On roll call vote, Ayes; Jones, Dagit and Howard; Nay, Blanchard. Motion carried. On roll call vote for adoption of amended Ordinance No. 2444, Ayes; Jones, Maddox, Dagit, Howard; Nay; Blanchard. Motion Carried.

RESOLUTION NO. 123-05/06
RESCINDING RESOLUTION 140 - ADOPTING PERSONNEL POLICY, RESOLUTION NO. 50
- E-MAIL POLICY AND RESOLUTION NO. 177 - SEXUAL HARASSMENT AND ADOPTING
A NEW PERSONNEL POLICY FOR THE EMPLOYEES
OF THE CITY OF PEKIN

Motion by Com'r. Jones, seconded by Com'r. Maddox that Resolution No.123-05/06 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **DEERFIELD ESTATES SECTION 4 DEVELOPER'S AGREEMENT WITH GARY ALLEN FOR IMPROVEMENTS TO PETRI LANE** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2445
PROVIDING FOR THE DISCONNECTION OF CERTAIN TERRITORY
FROM THE CITY OF PEKIN
PEORIA COUNTY (DEPPERT, AMEDEO)

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 2445 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 237
AMENDING TITLE 8, CHAPTER 4, SECTION 1 OF THE CODE OF
THE CITY OF PEKIN 1995 REGARDING NO PARKING MCLEAN STREET

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 1462-A 237 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 238
AMENDING TITLE 8, CHAPTER 4, SECTION 1 (E) OF THE CODE OF THE CITY OF PEKIN
1995 REGARDING PARKING PERMITS

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 1462-A 238 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 124-05/06
GRANTING SIGNATORY POWERS

adoption of amended Ordinance No. 2444, Ayes; Jones, Maddox, Dagit, Howard; Nay; Blanchard.
Motion Carried.

RESOLUTION NO. 123-05/06

**RESCINDING RESOLUTION 140 - ADOPTING PERSONNEL POLICY, RESOLUTION NO. 50
– E-MAIL POLICY AND RESOLUTION NO. 177 - SEXUAL HARASSMENT AND ADOPTING
A NEW PERSONNEL POLICY FOR THE EMPLOYEES
OF THE CITY OF PEKIN**

Motion by Com'r. Jones, seconded by Com'r. Maddox that Resolution No.123-05/06 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **DEERFIELD ESTATES SECTION 4 DEVELOPER'S AGREEMENT WITH GARY ALLEN FOR IMPROVEMENTS TO PETRI LANE** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2445

**PROVIDING FOR THE DISCONNECTION OF CERTAIN TERRITORY
FROM THE CITY OF PEKIN
PEORIA COUNTY (DEPERT, AMEDEO)**

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 2445 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 237

**AMENDING TITLE 8, CHAPTER 4, SECTION 1 OF THE CODE OF
THE CITY OF PEKIN 1995 REGARDING NO PARKING MCLEAN STREET**

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 1462-A 237 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 238

**AMENDING TITLE 8, CHAPTER 4, SECTION 1 (E) OF THE CODE OF THE CITY OF PEKIN
1995 REGARDING PARKING PERMITS**

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that Ordinance No. 1462-A 238 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 124-05/06

GRANTING SIGNATORY POWERS

Motion by Com'r. Maddox, seconded by Com'r. Blanchard that Resolution No. 124-05/06 be adopted. On roll call vote, all present voted Aye.

Other Business

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions.

Motion by Com'r. Maddox seconded by Com'r. Blanchard that Council move to **Executive Session** at 7:00 P.M. to discuss Collective Bargaining 5 ILCS 120/2 (c) 2. On roll call vote, all present voted Aye.

No further business to come before the Council, a motion was made by Com'r. Maddox, seconded by Com'r. Dagit that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:04 P.M.

Sue E. McMillan
City Clerk

		ANNUAL BUDGET	THIS PERIOD ACTUAL	YEAR-TO-DATE ACTUAL	BUDGET	BALANCE
EXPENDITURES						
EXPENDITURES						
101.00	SALARY ELECTED OFFICIALS	140,000	2,332.25	11,665.70	25.17	23,335.30
110.00	SALARY ALL PERSONNEL	144,869	9,210.76	38,378.47	27.48	102,890.33
155.00	VACATION PAY					
156.00	HOLIDAY PAY			1,062.49		1,062.49CR
158.00	SICK PAY					
170.00	OS&D/CITY SHARE 6.2%	10,614	753.33	3,152.10	29.70	7,461.81
170.01	MEDICARE/CITY SHARE 1.45%	2,537	178.49	12,120.9	27.58	1,358.51
174.01	IMRF	10,328	470.54	2,517.97	28.22	7,810.03
174.02	ICMA RETIREMENT		350.00	1,400.00		1,400.00CR
180.00	GROUP INSURANCE	32,270	2,593.16	10,372.64	32.14	21,897.36
182.00	UNEMPLOYMENT INSURANCE					
183.00	WORKERS COMP INSURANCE	340		340.00	100.00	
187.00	MILEAGE	5,000	221.95	854.72	43.19	4,145.28
190.00	TRAINING AND EDUCATION	1,500		2,771.74	61.57	1,728.26
201.00	OFFICE SUPPLIES	500	424.18	177.24	37.42	302.71
202.10	TV VIDEO SUPPLIES					
204.00	POSTAGE	500	10.47	40.84	8.17	459.16
240.00	LEASE/RENTAL OF EQUIPMENT					
270.00	EQUIPMENT	300		25.50	8.50	274.50
274.00	EQUIPMENT REPAIRS					
280.00	MAINTENANCE AGREEMENTS		594.35	1,388.70		1,388.70CR
503.00	TELEPHONE	3,000		686.13	22.87	2,313.87
510.00	PRINTING AND PUBLICATIONS	1,000	35.00	268.00	26.80	732.00
514.00	DUES AND SUBSCRIPTIONS	1,000	69.50	620.00	15.50	3,380.00
542.00	TRAVEL AND MEALS	1,500	1,000	713.33		786.67
550.00	RADIO EXPENSE					
570.00	MEDICAL EXPENSE/SUPPLIES					
605.00	CONSULTING FEES	50,000				50,000.00
690.00	OTHER CONTRACTUAL SERVICE		720.00	845.00		845.00CR
871.00	OFFICE EQUIPMENT AND FURN					
872.00	COMPUTER EQUIPMENT					
901.00	PUBLIC RELATIONS	10,000	94.50	781.17	7.81	9,218.83
998.00	MISCELLANEOUS		10.00	555.00		555.00CR
998.01	COMPUTER SOFTWARE					
998.02	COMPUTER HARDWARE					
TOTAL EXPENDITURES						
TOTAL EXPENDITURES						
EXCESS REVENUES/EXPENDITURES						

AVAILABLE IN THE OFFICE OF THE CITY CLERK

September 16, 2005

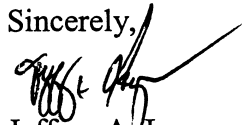
Lyn Howard, Mayor
City of Pekin
111 S. Capitol
Pekin, IL 61554

Dear Mayor Howard,

I am writing on behalf of the Pekin Kiwanis Club to request permission to conduct our annual Peanut Day solicitation on Friday, November 4, 2005.

The city clerk's office has reserved a spot on the city calendar pending your approval. We will be soliciting donations outside of six local businesses for that one day only. Thanks for your consideration, Mayor Howard.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Lange", with a long, sweeping horizontal line extending to the right.

Jeffrey A. Lange
Pekin Kiwanis Club

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2,
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING MUNICIPAL TAXATION**

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

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

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

SECTION I. That Title 3, Chapter 2, Section 3-2-1 be amended by deleting Paragraph A in its entirety and substituting in lieu thereof the following:

“A. HOME RULE MUNICIPAL RETAILERS’ OCCUPATION TAX:

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state’s government, at retail in this municipality at the rate of 1.25% of the gross receipts from such sales made in the course of such business in accordance with the terms, conditions and limitations of 65 ILCS 5/8-11-1.”

SECTION II. That Title 3, Chapter 2, Section 3-2-2 be amended by deleting Paragraph A in its entirety and substituting in lieu thereof the following:

A. HOME RULE MUNICIPAL SERVICE OCCUPATION TAX:

A tax is hereby imposed upon all persons engaged in the business of making sales of service at the rate of 1.25%, as imposed by Section I hereof, of the selling price of all tangible personal property transferred by such servicemen, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service in accordance with the terms, conditions and limitations of 65 ILCS 5/8-11-5.”

SECTION III. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Department of Revenue of the State of Illinois on or before the 1st day of October, 2005.

SECTION IV. This Ordinance shall take effect on the 1st day of January, 2006, following the adoption and the filing of this Ordinance with the Department of Revenue of the State of Illinois.

SECTION V. This Ordinance is adopted under the home rule powers granted the City of Pekin, Illinois, under Section 6 of Article 7 of the Constitution of the State of Illinois.

SECTION VI. This Ordinance shall be in full force and effect from and after its passage and approval and due publication thereof in pamphlet form, as required by law.

PASSED AND APPROVED by a vote of at least three-fourths of the corporate authorities now holding office at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2005; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING COMPENSATION
FOR MAYOR AND COUNCIL MEMBERS**

WHEREAS, the City of Pekin adopted Ordinance No. 1947 repealing the Commission Form of Government and adopting the Managerial Form of Municipal Government, subject to voter referendum at the general election on November 8, 1994; and

WHEREAS, a majority of electors of the City of Pekin at the general election on November 8, 1994, approved the repeal of the Commission Form of government and the adoption of the Managerial Form with four Council members and the Mayor elected at-large in its place; and

WHEREAS, on December 5, 1994, the City Council duly considered and passed Ordinance No. 1970 establishing salaries for the Mayor and the Council members; and

WHEREAS, on October 26, 1998, the City Council duly considered and passed Ordinance No. 2129 establishing salaries for the Mayor and the Council members; and

WHEREAS, on July 24, 2000, the City Council duly considered and passed Ordinance No. 2203 establishing salaries for the Mayor and the Council members; and

WHEREAS, it is in the best interests of the citizens of Pekin that the compensation of the Mayor and four Council members be set as herein provided, having considered the compensation paid in other Illinois municipalities.

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

Section 1. COMPENSATION - MAYOR. The annual salary of the Mayor of the City of Pekin shall be the sum of \$25,000.00, to be paid in twelve equal monthly installments per year, to be

paid on the first pay day of each month. This salary shall become effective and commence when the Mayor takes office after the next general municipal election for Mayor in 2007. This salary shall be adjusted each subsequent year based on the annual All Urban Consumers (Current Series) US All items 1982-84 = 100 Consumer Price Index (hereinafter "CPI") (March preceding year to March current year.)

Section 2. COMPENSATION - COUNCIL MEMBERS. The annual salary of each member of the City Council of the City of Pekin shall be the sum of \$5,800.00, to be paid in twelve equal monthly installments per year, to be paid on the first pay date of each month. This salary shall become effective and will commence for new Council members when new Council members take office after the April 3, 2007 general municipal election. For those Council members seated in 2005, the increases will not be in effect until those seats are filled in 2009. These salaries shall be adjusted each subsequent year based on the annual CPI (March preceding year to March current year.)

Section 3. REIMBURSEMENT OF EXPENSES. The Mayor and Council Members shall be reimbursed for expenses incurred in the performance of their duties as described below:

- a. City related mileage expenses for travel outside the City at I.R.S. approved rate.
- b. Attendance fee for official and spouse at all functions of civic importance, including but not limited to the Chamber of Commerce and City sponsored events. Reimbursement will be made only with receipt.
- c. Dues and attendant charges related to membership or fifty percent (50%) of total annual cost of membership to any civic or business organization. Reimbursement to be limited to one organization.
- d. Registration fees, costs of materials and/or reasonable costs for meals while attending educational seminars.
- e. Registration fee, costs of materials and/or reasonable costs for meals while attending a seminar for Newly Elected Officials Training and/or the Illinois Municipal League Annual Conference.

Section 4. ACCESS TO CITY FUNDS. Neither the Mayor nor any Council Member may

utilize City funds through the use of City credit cards, debit cards or any other manner.

Section 5. CITY CELL PHONES. Cellular phones are provided by the City for City business only, for the term in office. The Mayor and Council Members shall be responsible for reimbursing the City for personal calls.

Section 6. ILLINOIS MUNICIPAL RETIREMENT FUND. The Mayor and Council Members shall not be entitled to any benefits under the Illinois Municipal Retirement Fund System.

Section 7. MISCELLANEOUS BENEFITS. The Mayor and Council Members shall be entitled to participate at their own expense, in City of Pekin health insurance, dental insurance, and life insurance plans upon filing with the Financial Officer an election to participate.

Section 8. COMPUTER USAGE. The Mayor and Council Members shall be supplied with a notebook computer to be used for City business and at City Council Meetings. The computers shall be returned to the City at the end of said term of office.

Section 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 10. This ordinance shall be in full force and effect upon its passage, approval and publication as required by law, provided that the changes in compensation described in this ordinance shall take effect as provided herein.

PASSED by the City Council of the City of Pekin, Illinois at its meeting held on the 26th day of October, 2005.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT is effective this _____ day of September in the year 2005, between Farnsworth Group, Inc., hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

The Scope of Services to be provided under this agreement is as follows:

Engineering for design and construction phase services at the City's STP #1 facility required for:

- removal of the existing G-2 engine-generator
- installation of a new 250kW diesel engine-generator and switch gear
- switchgear replacement for the existing G-1 engine-generator
- misc. building and ventilation system revisions required for the new 250 kW unit.

The fee for the above-described services will be a lump sum of \$ 23,000.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and FGI.

Farnsworth Group, Inc.

City of Pekin
Client

Signature

Signature

Gary W. Davis
Typed Name

Typed Name

Principal
Title

Title

Client _____ City of Pekin

Project _____ Engineering Services- Diesel Generator

General Conditions

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

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.

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.

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

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by FGI 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 work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: Services performed by FGI 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.

Professional Liability: CLIENT agrees to limit FGI's liability to CLIENT arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed ~~\$50,000.00 or the total fee for this contract, whichever is greater.~~ ~~If CLIENT prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater.~~

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

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.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their

contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

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

Precedence: These Standards, Terms, and 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 FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

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 FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

Professional Environmental Services

If Environmental Services are included in the scope of services on page 1, the following provisions shall apply:

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI 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.

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 the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because

of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

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

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Professional Services During Construction

If construction-related services are included in the scope of services on page 1, the following provisions shall apply:

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

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

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, 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, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

Additional Provisions

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

AGREEMENT

This Agreement is entered into this 22nd day of August, 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation (the "City") and GROVELAND TOWNSHIP, an Illinois township (the "Township").

WHEREAS, the City and the Township desire to set forth their agreement regarding the exchange of manpower and equipment; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220/1-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the exchange of manpower and equipment contemplated herein will aid the Township and the City in providing their respective services and may be obtained more effectively and economically by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall begin on September 1, 2005 and terminate on August 31, 2007. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.
2. **EXCHANGE OF MANPOWER AND EQUIPMENT.** The City and the Township agree to exchange manpower and equipment at such times and places as may be desirable and convenient. Notwithstanding anything in this agreement to the contrary, neither party shall be obligated to provide any manpower or any equipment unless, at the sole discretion of the providing party, such manpower or equipment is available and appropriate for such use. There shall be no penalty or liability for declining a request to provide manpower or equipment.
3. **WAIVER OF CLAIMS AND SAVE AND HOLD HARMLESS.** Each party to this Agreement waives all claims against the other party for all losses and damage arising out of or caused by the other party's performance or failure to perform under this Agreement. Each party to this Agreement hereby agrees to save and hold harmless and defend the other party and its officials and employees for and against all claims and liability for loss, damage, injury or death arising out of acts, efforts or omissions caused by or attributable to its own employees. Each party to this Agreement agrees to save and hold harmless the other party from and against all claims for liability arising under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act for injuries to its own employees.
4. **MINIMUM INSURANCE REQUIRED.** Each party to this Agreement shall, during the entire term hereof, procure and maintain sufficient coverages on the following, (or have proof of membership in a risk pool which contains essentially

the following), or if self-insured, have financial evidence providing for the following:

a. Subject to paragraph (f) below, comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00);

b. Subject to paragraph (f) below, code officials' liability insurance with limits of not less than one million dollars (\$1,000,000.00);

c. Subject to paragraph (f) below, public officers' liability insurance, applicable to all elected and appointed officials, insuring the acts and omissions of such officials, with limits of not less than one million dollars (\$1,000,000.00); and

d. Subject to paragraph (f) below, automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00); and

e. Subject to paragraph (f) below, workers' compensation insurance in accordance with Illinois Law.

f. If self-insured or member of a risk pool, an umbrella excess liability insurance policy, or some other form of acceptable financial guaranty, for not less than five million dollars (\$5,000,000.00) aggregate for all of the above.

Each party will provide to the other party, upon request, certificate of insurance in a form acceptable to the requesting party, evidencing the existence of such insurance or equivalent protection.

5. **COSTS** The party providing manpower and equipment assumes and agrees to pay all compensation for any of its personnel and all equipment costs associated with assisting the other party, including but not limited to wages, compensation or overtime hours of employment, medical payments due to injury, death benefits and damage to its own property or equipment. No party shall be reimbursed by the other party to this agreement for any costs incurred pursuant to this agreement, except as provided in Paragraph 3 of this Agreement.
6. **NOTICES** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery firm, and, other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Hall
Road
111 South Capitol Street
Pekin, IL 61554

Groveland Township
18661 Springfield

Groveland, IL 61535

CITY OF PEKIN, an Illinois
municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

GROVELAND TOWNSHIP, an
Illinois township

By: _____

Its: _____

ATTEST:

By: _____

Its: _____