



# City of Pekin

REGULAR COUNCIL MEETING MONDAY, JUNE 8, 2009  
5:30 P.M.

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

*Mayor Dunn*

**III. ROLL CALL**

*Clerk to Call the Roll.*

**IV. APPROVAL OF AGENDA**

**ACTION:** *Motion to approve the meeting agenda.*

**VOTE REQUIRED**

**V. APPROVAL OF MINUTES**

**ACTION:** *Motion to approve minutes of Regular Council Meeting of May 26, 2009*

**VOTE REQUIRED**

**VI. PUBLIC INPUT ON AGENDA ITEMS**

*Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.*

**VII. CONSENT AGENDA**

- 1. Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes dated April 16, 2009  
And Police Department May Report
- 2. Charitable Solicitation:** TCAP Catholic Charities Saturday, July 19, 2009  
St. Jude 2<sup>nd</sup> Annual Memorial Run Carl Kearney, Saturday June 20, 2009
- 3. Resolution No. 7-09/10 - Annual Prevailing Wage**

**ACTION:** *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.*

**VOTE REQUIRED TO APPROVE CONSENT AGENDA**

**VIII. COMMUNICATIONS, PETITIONS, REPORTS**

**1. PRESENTATION:**

**DESCRIPTION:** *Recognition Hurricane Gustav Efforts  
Fire Chief Chuck Lauss Presenter*

**NO ACTION REQUIRED**

2. **PRESENTATION:** Bonnie Eeten and Bill Shock  
**DESCRIPTION:** Overview of City of Pekin Wellness Committee  
Fire Chief Chuck Lauss Presenter

**NO ACTION REQUIRED**

**IX. NEW BUSINESS**

1. **Vehicle Maintenance Agreement Head Start** (DP/RR)

**DESCRIPTION:** Head Start vehicles maintained by the City. The agreement is extended by two-years with the hourly mechanic rate increased from \$55 to \$65 per hour; parts from 25% mark-up to 33 1/3%; and gas purchase cost plus \$0.05/gallon.

**ACTION:** Motion to approve the Agreement.

**VOTE REQUIRED**

2. **Purchase of Financial Software** (AE)

**DESCRIPTION:** Current provider was bought out by a larger company leaving us with limited support. There is a very real possibility that they will quit supporting our system.

**ACTION:** Motion to approve the software contract with Springbrook, in the amount of \$241,760.46 to be paid in annual installments of \$40,293.41.

**VOTE REQUIRED**

3. **Ordinance No. 2586-09/10 – Amend Title 3, Chapter 3 of the Code of the City of Pekin 1995 Regarding the Liquor Sale Areas** (TG)

**DESCRIPTION:** Recommendation of the Liquor Commission to add area of sales on Court Street between 4<sup>th</sup> and Capitol Streets to the provisions of the Liquor Code Class C License for Not For Profit or Charitable applicants.

**ACTION:** Motion to adopt Ordinance.

**VOTE REQUIRED**

4. **Resolution No. 8-09/10 – Downstate Public Transportation Operating Assistance Grant Amendment No. 2 to Agreement with the Illinois Department of Transportation - Grant #3797** (GR)

**DESCRIPTION:** approval of a second amendment to the grant to receive funding for the 2009 operations of the Pekin Municipal Bus operations and partial funding to CityLink for contract services.

**ACTION:** Motion to adopt the Resolution.

**VOTE REQUIRED**

5. **Agreement with Farnsworth for IEPA Loan Application Support** (JW)

**DESCRIPTION:** An agreement for \$18,000 with a company that has the expertise in filing and Subsequent compliance with an IEPA low interest loan for the Waste Water Treatment Plant upgrades.

**ACTION:** Motion to approve the Agreement.

**VOTE REQUIRED**

**X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Council Members  
Staff  
Public Questions  
Press Time

**XI. EXECUTIVE SESSION**

*5 ILCS 120/2 (c.) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.*

*5 ILCS 120/2 (c.) 5. The purchase or lease of real property for the use of the public body.*

*5 ILCS 120/2 (c.) 6. The setting of a price for sale or lease of property owned by the public body.*

***ACTION:** Motion to move to Executive Session.*

***VOTE REQUIRED***

**XII. ADJOURNMENT**

*With no further action to come before the Council the Mayor declares meeting closed in open session.*

***NO VOTE REQUIRED***

\*\*\*\*\*

**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, MAY 26, 2009 AT 5:30 O'CLOCK P.M.  
RUSTY DUNN MAYOR PRESIDING**

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

**ABSENT: KORTKAMP**

\*\*\*\*\*

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

**Roll** was called and all Council Members were present.

**AGENDA**

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

**MINUTES**

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **minutes of the Regular Rescheduled City Council Meeting of May 11, 2009 be approved as written**. On roll call vote, all present voted Aye.

**PUBLIC INPUT ON AGENDA ITEMS**

Ed Emmons, 1114 Market Street, presented petitions he had circulated requesting the City Council to amend Ordinance No. 2559 titled Seizure and Impoundment of Vehicles to include "The Innocent Victim Safety Valve." He stated the ordinance punished the innocent more than the guilty parties.

Mary Worrick, 240 Sapp, read from a prepared statement Her account and concern was having her vehicle towed as owner, her son as driver stopped for the passenger violation of the ordinance. She requested the Council to amend the ordinance in situations such as she experienced.

**CONSENT AGENDA**

**Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented.**

Mayor Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Airport Commission Minutes Dated May 13, 2009.
2. **Proclamations:** "Public Works Weeks" May 17-23, 2009
3. **Resolution No. 3-09/10 – Mayor's Appointments of Gregg Ratliff, Dr. Tim Schwartz, Paula Davis, Bill Fleming, and Frank Mackaman to the Economic Development Advisory Committee**
4. **Resolution No. 4-09/10 – Mayor's Appointment of Council Member Barbara Strand to the position of Mayor Pro Tem and Alternate Council Member Sue Ann Kortkamp.**
5. **Resolution No. 5-09/10 – Mayor's Appointment of James E. Jones to the Pekin Planning Commission to fill the unexpired term of Chad Schmidgall until May 15, 2010.**
6. **Receive and File announcement Opportunity to Comment for Resurfacing Parkway Drive.**
7. **Receive and File Pekin Planning Commission Minutes Dated May 13, 2009.**

**8. Receive and File Pekin Planning Commission Hearings and Recommendations:**

- a. Hearing #08-1774 – recommends to approve amendments to B-2 Zone (Central Business

District to allow non-owner in loft living quarters

On roll call vote, all present voted Aye.

**COMMUNICATIONS, PETITIONS, REPORTS**

Fire Chief Chuck Lauss advised the Council he was not able to make a **PRESENTATION RECOGNIZING GUSTAV RECOVERY EFFORTS**. The recipients were not able to attend.

A presentation on the Annual **SUMMARY OF FIRE DEPARTMENT ACTIVITIES** was given by Fire Chief Chuck Lauss. He summarized the department's training in Technical Rescue, Hazardous Materials, Emergency Medical Services, and Fire Prevention in 2008.

**NEW BUSINESS**

Having been delayed by a return plane flight, Mayor Dunn informed the Council that the discussion of the Impoundment Ordinance would take place when Attorney Burt Dancey arrived at the meeting.

Motion by Council Member Strand, seconded by Council Member Abel, that the **COMMUNITY DEVELOPMENT BLOCK GRANT RECOVERY & REINVESTMENT ACT OF 2009 ACTIVITIES** for allocated \$12,414.00, be approved. Council was informed that the Department of Housing and Urban Development allocated CDBG dollars with additional ARRA requirements. Funding activities outlined included District 108 Social, Emotional, and Behavioral Curriculum; Drop Box Replacement; Salvation Army Rust Transitional Center security system, air conditioners, kitchen and restroom upgrades. On roll call vote, all present voted Aye

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **FAÇADE GRANT APPLICATION FOR HOME HEALTH CARE PLUS SERVICES, INC.** in the amount of \$3,060.00, be approved. Request was presented to Council to approve eligible amount under the TIF program guidelines to Debbie Davison for replacing 17 windows to the building at 512 Court Street as part of the business's expansion of 514 location. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Blanchard, that the **TAZEWELL COUNTY RESOURCE CENTER BUS AGREEMENT JULY 1, 2009-JUNE 30, 2012**, be approved. Superintendent of Transportation Greg Ranney recommended the renewal of the agreement with TCRC to provide transportation service from Pekin to employment facilities in Morton and Tremont. He noted year one terms were at an increased cost of \$175.00 per day, per bus, second and third years increases of 2.5%-5% based on CPI. Fuel considered at base price of \$2.50 per gallon and 1% of contract for each 15 cents over. There were two designated buses for this contract. On roll call vote, all present voted Aye.

**ORDINANCE NO. 2584-0A-09/10**  
**AMENDING TITLE 9, CHAPTER 10B, SECTION 1-1E AND**  
**TITLE 9, CHAPTER 6B, SECTION 3**  
**OF THE CODE OF THE CITY OF PEKIN 1995**  
**REGARDING LOFT LIVING**

Motion by Council Member Schmidgall, seconded by Council Member Abel, that Ordinance No. 2584-0A-09/10, be adopted. The amendment would allow for apartments in B-2 Central Business District buildings to be occupied by other than the owner of the business. Director of Main Street, Leigh Ann told Council she expected a boost in multi dimensional development downtown. The change would address parking by establishing a special use protocol for each development reviewed by the Planning Commission. On roll call vote, all present voted Aye.

**RESOLUTION NO. 6-09/10**

**FINAL PLAT LICK CREEK MANOR SUBDIVISION, EXTENSION 2**

Motion by Council Member Blanchard, seconded by Council Member Strand, that Resolution No. 6-09/10 be adopted. Council was presented the Final Plat for the 31-lot subdivision. Council approved the Preliminary Plat of the development east of Redwood Drive submitted by Gary Allen & Associates with 2 access points as recommended by the Planning Commission on February 25, 2008. On roll call vote, all present voted Aye.

**ORDINANCE NO. 2585-09/10**

**PROVIDING FOR THE ADDITION OF BROADWAY ROAD FROM SCHRAMM DRIVE TO VETERANS DRIVE TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF PEKIN**

Motion by Council Member Barra, seconded by Council Member Abel, that Ordinance No. 2585-09/10, be adopted. Public Works Director Joe Wuellner told Council the ordinance provided for the maintenance of the completed Broadway Improvement to be returned to the jurisdiction of the City and thereby designating it as a municipal street. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Blanchard, that Staff be authorized to prepare easements with property owners for **VISTA GRANDE COURT SANITARY SEWER SYSTEM**. Mr. Wuellner presented a request from the homeowners association for the City to accept a sanitary sewer line that the contractor did not install within the City right of way. Requirements that the system be in good working order, survey, televising, legal plat, and easement had been met. Council Member Abel noted he was one of the 30 homeowners making the request and would abstain from voting. On roll call vote, Ayes, Schmidgall, Strand, Blanchard, Barra, Dunn; Abstain, Abel. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Barra, that the **UTILITY EASEMENT TO CENTURYTEL** be approved. Council was advised the easement was necessary for Century Telephone to install a concrete pad and remote switch along Sheridan Road on old railroad property that the City owned. They had agreed not to interfere with the bike path and be located behind any future sidewalk projects. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Strand, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION LETTER OF UNDERSTANDING FOR PAVEMENT IMPROVEMENTS ON ROUTES 29** be approved and Joe Wuellner be authorized to execute the documents. The Illinois Department of Transportation planned pavement improvements on Routes 29 from Thornton Avenue in Pekin to Main Street in South Pekin. They had sent a letter requesting City signature to show Project Support and Letter of Understanding for this work. There would be no cost to the City. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **PROPOSAL FROM SCHWARTZ ELECTRIC TO INSTALL WARNING LIGHT ON PARKWAY DRIVE AT COAL MINERS PARK** be approved in the amount not to exceed \$5,480.00. Traffic Safety Committee Chairman Joe Wuellner recommended installing an amber flashing light over the crosswalk area for safety and awareness of pedestrians walking, bicyclist, traffic congestions, and speed. Questions from Council were addressed concerning the criteria that could not be met to install a traffic signal instead. On roll call vote, all present voted Aye.

## **REVIEW OF ORDINANCE NO. 2559-08/09**

### **DISCUSSION OF SEIZURES AND IMPOUNDING VEHICLES**

City Attorney opened discussion by presenting an overview of a proposal by Council Member Kortkamp that would modify the ordinance to reimburse an owner of a vehicle for impoundment from an established fund if no basis for erroneous stop was proven. Example: State records for suspended license were incorrect. Police Chief Timothy Gillespie expressed concern in modifying the ordinance. He advised Council that the department had internal policies for using discretion and modifications. He stated no other municipality had an “innocent victim” clause that the petitioners were seeking. He felt the ordinance was an important tool for deterring the criminal acts that were sighted in the provisions and that any revision would take the “teeth out” of enforcement.

Each Council Member expressed their thoughts or opinions of what had been discussed. Council Member Blanchard distributed a written proposal for modifications to incorporate into the language of the ordinance providing for 1.) fairness by reimbursing fines to those found innocent and 2.) providing officers personal discretion on case by case stops. Mayor summarized the discussion by stating a variety of options were offered and gave direction to Attorney Dancey to take the couple of important objectives to continue to work on the ordinance. Revisions were to be brought back to Council for further discussion.

### **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Council Member Blanchard urged the community to give recognition to the millions of military men and women that were serving our county and those who had died for our county on Memorial Day.

Superintendent of Solid Waste and Transportation, Greg Ranney announced that garbage collection would be delayed by one day because of the holiday on Monday. He also indicated there were some municipal bus transfer problems at the UAW and the program would go back to Southside and back out to the Mall.

Ed Emmons addressed the Council and took issue to the insinuation that signatures for the amendment to the Seizure and Impound Ordinance were solicited at liquor establishments.

Mike Blanchard, 1206 South 12<sup>th</sup> Street addressed the Council regarding the zoning ordinance change to allow for loft living and stated that there had been rental properties above businesses on Court Street for years.

### **EXECUTIVE SESSION**

Motion by Council Member Strand, seconded by Council Member Abel, that **Council move to Executive Session** at 7:24 P.M. to discuss 5 ILCS 120/2 (c.) 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity and 5 ILCS 120/2 (c) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, Mayor Dunn called the meeting closed.

**COUNCIL ADJOURNED AT 8:05 P.M.**

Sue E. McMillan  
City Clerk

# *City of Pekin*

## **SPECIAL LIQUOR COMMISSION MINUTES THURSDAY, APRIL 16, 2009 4:00 P.M. CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:04p.m.

### **PLEDGE of ALLEIGENCE**

Gillespie led the pledge

### **ROLL CALL**

The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Dave Eitenmiller, Fire Chief Chuck Lauss, Police Chief Timothy Gillespie.

Also present: Burt Dancey, Assistant Corporation Counsel

Absent: Holly Brown

### **APPROVAL OF AGENDA**

VonRohr entertained a motion to accept the Agenda of April 16<sup>th</sup>, 2009, Motion made by Eitenmiller, seconded by Lauss. Motion passed.

### **APPROVAL OF MINUTES**

Eitenmiller made a motion to approve the March 26, 2008 minutes as presented, seconded by Gillespie. Motion passed.

### **PUBLIC INPUT/COMMENTS/QUESTIONS**

Nothing at this time

### **NEW BUSINESS**

**Sunset Hill Golf Course** – Brian – was unable to attend. VonRohr asked for permission from the Commission to go speak with Dan Wolf and Brian on Monday to discuss the change in their Liquor License.

Discussion: How will we police this area where alcohol is sold? May have to be complaint driven. There could be restrictions on their liquor license. They have a Class A license now. The halfway houses' address is 1620 Summit same as the golf course.

**New Application: Shelie Dee, Inc. dba Friends Tap** – Shelie Dennis – waiting on Terri Schreiter's, Manager's background check. This is Shelie's mother. Shelie would like to get her liquor license now so she can get to Springfield to get her State license. She will not open until May 1<sup>st</sup>, 2009.

Gillespie made a motion to grant a liquor license to Shelie Dee, Inc. dba Friends Tap effective May 1<sup>st</sup>, 2009 on the condition Terri Schreiter's background check comes back okay, seconded by Lauss. Motion passed.

**Pekin Boat Club** – type of Liquor License to issue? Class A with a Class C with stipulations or just a Class C.

Discussion followed: Asked if this would be year round or seasonal. Sometimes in the winter if members are down there sometimes they stay down at their cabins and take packaged liquor back with them. The packaged liquor will be for beer only. Would need to set an appropriate fee to charge for their liquor license. Patrons or members would not be able to leave the island with packaged liquor. John Walker with the Pekin Boat Club stated that Robbie Bass is Bar Manager and to call him or himself with what the Liquor Commissioner decides on the additional fees.

Gillespie made a motion to grant the Pekin Boat Club a Class C Liquor License for an extra fee of \$50.00 a year, Seconded by Eitenmiller. Motion passed.

**Events Meadow** – Steve Brown – passed out handouts of a map of the Riverfront area. Steve was asked to check to see if they can move the Willet’s Winery for their Wine Tasting booth for the Pekin Art’s Festival to be held in July from the Event’s Meadow to closer to the activities.

Discussion followed: One option would be the parking lot down the hill by the restrooms. Events have been held there in years past. The place where the Festival would like to be is too close to the water fountain/play area for children. Steve thanked the Commission for their time and will let the Art’s Festival Committee know the decision.

**Resolution** – Rick VonRohr – asked that this Resolution be taken before Council that allows our Corporation Counsel to sign the Liquor Commissioner Report of Disposition.

Eitenmiller made a motion allowing Corporation Counsel to sign Report of Disposition, Seconded by Lauss. Motion passed.

Discussion: Attorney Burt Dancey will let VonRohr know if this Resolution has to go before Counsel.

**Any Other Business to Come Before the Commission:**

Sunset Hills Golf Club – will try to enforce this, but will be hard to do. Will have to be “complaint driven”. Will need something from the Club stating where alcohol will be served, something on the same order (restrictions) as the Park District Golf Courses presented at time of application.

**Meeting adjourned at 5:10P.M. Next Meeting: Thursday, May 28 at 4:00pm.**

Respectfully submitted Paula Gensel

**CITY OF PEKIN**  
POLICE DEPARTMENT

**PEKIN POLICE DEPARTMENT  
END OF MONTH REPORT FOR MAY 2009**

|                 | MAY 2008 | APRIL 2009 | MAY 2009 |
|-----------------|----------|------------|----------|
| TRAFFIC TICKETS | 531      | 655        | 656      |
| WARNING TICKETS | **387**  | 288        | 246      |
| OFFENSES        | 625      | 539        | 525      |
| ARRESTS         | 287      | 250        | 267      |
| PARKING TICKETS | 169      | 233        | 247      |
| STOPS           | 876      | 524        | 586      |

\*\* WARNING TICKETS WITH MULTIPLE OFFENSES WERE COUNTED FOR EACH OFFENSE  
AND NOT AS A SINGLE TICKET AS THEY ARE NOW. THIS WAS STARTED IN SEPTEMBER OF 2008

**CITY ORDINANCE TICKETS FOR MAY 2009**

|                                         |         |
|-----------------------------------------|---------|
| NUMBER OF TICKETS WRITTEN               | 86      |
| NUMBER OF TICKETS PAID OVER THE COUNTER | 30      |
| FINES COLLECTED OVER THE COUNTER        | \$3,900 |

**IMPOUNDED VEHICLES FOR MAY 2009**

TOTAL VEHICLES IMPOUNDED: 49  
AMOUNT OF FINES COLLECTED: \$16,500

**OFFENSES**

|              |    |
|--------------|----|
| DRUG RELATED | 3  |
| DUI          | 22 |
| DWLS/R       | 21 |
| UOW          | 1  |

**MULTIPLE OFFENSES**

|              |           |
|--------------|-----------|
| DRUGS/DUI    | 1         |
| DRUGS/DWLS-R | 1         |
| DRUGS/UOW    | 0         |
| DUI/DWLS     | 0         |
| <b>TOTAL</b> | <b>49</b> |

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 5/21/89

Saturday  
July 19,  
2009

Address of Organization 251 Derby

Telephone Number 346-6392

Name, Address and Telephone Number of person filling out form:

Connie Potts 251 Derby Pekin 346 6392

2. Name, Title and Address of Principal Executive Officer of Organization:

TCAP Catholic Charities

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization:

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: Connie Potts 346-6392

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:

see attached flyer

6. Supply the following information for each member of the group, including who is in charge:

| Name: Last | First | M | Date of Birth | Name, Address Relationship of next of kin |
|------------|-------|---|---------------|-------------------------------------------|
|------------|-------|---|---------------|-------------------------------------------|

|                     |  |  |                 |  |
|---------------------|--|--|-----------------|--|
| <u>Penny Powell</u> |  |  | <u>657-0903</u> |  |
| <u>Connie Potts</u> |  |  |                 |  |

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

Camp 4 Kids

9. Do you employ a full-time salaried Executive Director: \_\_\_\_\_  
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: \_\_\_\_\_ If YES, give name and address of such Organization or person:

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

Yes

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 5-21-09  
SIGNED: Connie Potts

# “CAMP 4 KIDS”

## CHARITY RIDE

50/50

Sunday, July 19, 2009

(Proceeds to Catholic Charities TCAP Summer Camps)

SIGN—IN @ Josie's Place on Cass Street in East Peoria  
12-2pm

Last Bike in @ Connie's South town 251 Derby Street Pekin by 6 pm  
No Exceptions!!

Cost:\$15.00 per person \$25.00 per couple includes food ticket  
“RIDE OR DRIVE”

- \*Door Prizes
- \*Raffles
- \*50/50 drawings
- \* Auction
- \*Music
- \* Food



For more information contact Penny Powell @ 657-0903 TCAP Program of Catholic Charities or Angi Ayers @ 698-0229

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted June 2nd, 2009  
 Address of Organization St. Jude  
 Telephone Number 346-9288 cell 241-1032  
 Name, Address and Telephone Number of person filling out form:  
Melody Kearney
2. Name, Title and Address of Principal Executive Officer of Organization:  
St. Jude - all funds
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization:  
NA
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: NA
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:  
distributors @ Ol Dads collecting items for Raffle - T-Shirt house
6. Supply the following information for each member of the group, including who is in charge:
 

| Name: Last      | First         | M | Date of Birth | Name, Address Relationship of next of kin |
|-----------------|---------------|---|---------------|-------------------------------------------|
| <u>Kearney,</u> | <u>Melody</u> |   |               |                                           |
| <u>Miller</u>   | <u>Joetta</u> |   |               |                                           |
|                 |               |   |               |                                           |
|                 |               |   |               |                                           |
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

St. Jude

9. Do you employ a full-time salaried Executive Director: NA  
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: NA If YES, give name and address of such Organization or person:

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization: NA

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 6-2-09

SIGNED: McLeod Hearn



*One story can change the world.*

## *2nd Annual Memorial Run*

*Carl C.D. Kearney*

*\$10.00 a person*

*Saturday June 20, 2009*

*Marine Corps*

*meeting at 12:00 noon*

*Raffles, 50/50 drawing, give aways, food  
and lots of fun....Music from 6-9p.m.*



*~100 % of the proceeds goes to St. Jude~*



## REQUEST FOR COUNCIL ACTION

**To: Mayor Dunn and Council Members**

**CC: City Manager Dennis Kief**

**From: City Clerk Sue E. McMillan**

**AGENDA ITEM:** Annual Prevailing Wage Resolution

**AGENDA DATE REQUESTED:** June 8, 2009

**ACTION REQUESTED:** Adoption of Resolution No. 7-09/10 –Annual Prevailing Wage

**BACKGROUND:**

The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on Public Works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

The City of Pekin, by policy, during the month of June of each calendar year, investigates the rate of wages to be paid and post or keeps available its determination. The City of Pekin accepts the Illinois Department of Labor's ascertained list of classifications and rates for Tazewell County. This information is attached to the Resolution, which remains posted in the lobby of City Hall throughout the year.

After acceptance by the Council the adopted resolution is certified and filed in the office of the Secretary of State in Springfield pursuant to the Act and 820 ILCS 130-9. For compliance a Legal Notice is then published in the *Pekin Times*, making the public aware that the information is available for inspection of interested parties.

**FINANCIAL IMPACT:** \$ N/A

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** \$ pay rates for Tazewell County paid to trade classifications listed on the IDOL schedule.

**IMPACT IF DENIED:** potential compromise of funding sources for various public works projects.

**ALTERNATIVES:** Not to adopt a prevailing wage policy.

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** N/A

**REQUIRED SIGNATURES**

**Department Director**

\_\_\_\_\_ Date

**Finance Department**

\_\_\_\_\_ Date  
(Certification of Availability of Funds)

**Corporation Counsel**

\_\_\_\_\_ Date  
(Certification of Review)

**City Manager**

\_\_\_\_\_ Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY,  
ILLINOIS ASCERTAINING THE PREVAILING RATES  
OF WAGES FOR LABORERS, WORKERS AND MECHANICS  
EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN**

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Pekin under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Pekin believes Prevailing Wage Law shall apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

WHEREAS, the City of Pekin believes that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT FURTHER RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/ variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00; and

BE IT RESOLVED that nothing herein contained shall be constructed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 8th day of JUNE, 2009.

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Rusty L. Dunn, Mayor

ATTEST:

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Sue E. McMillan, City Clerk

# Tazewell County Prevailing Wage for June 2009

| Trade Name           | RG | TYP | C | Base   | FRMAN  | *M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|----|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| =====                | == | === | = | =====  | =====  | =====  | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN     | NW | BLD |   | 24.670 | 26.170 | 1.5    | 1.5 | 2.0 | 6.750 | 10.84 | 0.000 | 0.800 |
| ASBESTOS ABT-GEN     | NW | HWY |   | 26.250 | 27.250 | 1.5    | 1.5 | 2.0 | 6.750 | 11.36 | 0.000 | 0.800 |
| ASBESTOS ABT-GEN     | SE | BLD |   | 24.740 | 25.490 | 1.5    | 1.5 | 2.0 | 6.550 | 9.530 | 0.000 | 0.800 |
| ASBESTOS ABT-MEC     |    | BLD |   | 28.950 | 0.000  | 1.5    | 1.5 | 2.0 | 9.170 | 9.260 | 0.000 | 0.320 |
| BOILERMAKER          |    | BLD |   | 34.170 | 37.170 | 2.0    | 2.0 | 2.0 | 6.820 | 8.550 | 0.000 | 0.350 |
| BRICK MASON          |    | BLD |   | 28.710 | 30.210 | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| CARPENTER            |    | BLD |   | 28.640 | 30.890 | 1.5    | 1.5 | 2.0 | 7.000 | 9.650 | 0.000 | 0.320 |
| CARPENTER            |    | HWY |   | 29.830 | 32.080 | 1.5    | 1.5 | 2.0 | 7.000 | 9.940 | 0.000 | 0.320 |
| CEMENT MASON         |    | BLD |   | 25.220 | 26.970 | 1.5    | 1.5 | 2.0 | 5.990 | 10.78 | 0.000 | 0.500 |
| CEMENT MASON         |    | HWY |   | 27.000 | 28.250 | 1.5    | 1.5 | 2.0 | 6.390 | 12.11 | 0.000 | 0.500 |
| CERAMIC TILE FNSHER  |    | BLD |   | 26.390 | 0.000  | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| ELECTRIC PWR EQMT OP |    | ALL |   | 30.750 | 0.000  | 1.5    | 1.5 | 2.0 | 4.750 | 8.610 | 0.000 | 0.000 |
| ELECTRIC PWR GRNDMAN |    | ALL |   | 21.090 | 0.000  | 1.5    | 1.5 | 2.0 | 4.750 | 5.905 | 0.000 | 0.000 |
| ELECTRIC PWR LINEMAN |    | ALL |   | 34.160 | 36.350 | 1.5    | 1.5 | 2.0 | 4.750 | 9.560 | 0.000 | 0.000 |
| ELECTRIC PWR TRK DRV |    | ALL |   | 22.130 | 0.000  | 1.5    | 1.5 | 2.0 | 4.750 | 6.200 | 0.000 | 0.000 |
| ELECTRICIAN          |    | BLD |   | 32.600 | 35.100 | 1.5    | 1.5 | 2.0 | 5.150 | 8.870 | 0.000 | 0.250 |
| ELECTRONIC SYS TECH  |    | BLD |   | 24.830 | 26.330 | 1.5    | 1.5 | 2.0 | 5.150 | 6.145 | 0.000 | 0.250 |
| ELEVATOR CONSTRUCTOR |    | BLD |   | 36.620 | 41.200 | 2.0    | 2.0 | 2.0 | 9.525 | 8.210 | 2.190 | 0.000 |
| GLAZIER              |    | BLD |   | 28.420 | 30.420 | 1.5    | 1.5 | 2.0 | 7.500 | 6.750 | 0.000 | 0.750 |
| HT/FROST INSULATOR   |    | BLD |   | 38.600 | 41.100 | 1.5    | 1.5 | 2.0 | 9.170 | 10.46 | 0.000 | 0.320 |
| IRON WORKER          |    | BLD |   | 27.610 | 29.360 | 1.5    | 1.5 | 2.0 | 8.140 | 8.310 | 0.000 | 0.400 |
| IRON WORKER          |    | HWY |   | 31.590 | 33.590 | 1.5    | 1.5 | 2.0 | 8.140 | 9.280 | 0.000 | 0.350 |
| LABORER              | NW | BLD |   | 23.670 | 25.170 | 1.5    | 1.5 | 2.0 | 6.750 | 10.84 | 0.000 | 0.800 |
| LABORER              | NW | HWY |   | 25.500 | 26.500 | 1.5    | 1.5 | 2.0 | 6.750 | 11.36 | 0.000 | 0.800 |
| LABORER              | SE | BLD |   | 24.740 | 25.490 | 1.5    | 1.5 | 2.0 | 6.550 | 9.530 | 0.000 | 0.800 |
| LABORER              | SE | HWY |   | 26.650 | 27.650 | 1.5    | 1.5 | 2.0 | 6.550 | 9.530 | 0.000 | 0.800 |
| LATHER               |    | BLD |   | 28.640 | 30.890 | 1.5    | 1.5 | 2.0 | 7.000 | 9.650 | 0.000 | 0.320 |
| MACHINERY MOVER      |    | HWY |   | 31.590 | 33.590 | 1.5    | 1.5 | 2.0 | 8.140 | 9.280 | 0.000 | 0.350 |
| MACHINIST            |    | BLD |   | 40.530 | 42.530 | 1.5    | 1.5 | 2.0 | 7.000 | 7.670 | 0.650 | 0.000 |
| MARBLE FINISHERS     |    | BLD |   | 26.390 | 0.000  | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| MARBLE MASON         |    | BLD |   | 28.150 | 29.400 | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| MILLWRIGHT           |    | BLD |   | 28.890 | 31.140 | 1.5    | 1.5 | 2.0 | 7.000 | 9.740 | 0.000 | 0.320 |
| MILLWRIGHT           |    | HWY |   | 30.180 | 32.430 | 1.5    | 1.5 | 2.0 | 7.000 | 10.09 | 0.000 | 0.320 |
| OPERATING ENGINEER   |    | BLD | 1 | 30.690 | 33.690 | 1.5    | 1.5 | 2.0 | 6.750 | 10.25 | 0.000 | 1.400 |
| OPERATING ENGINEER   |    | BLD | 2 | 28.540 | 33.690 | 1.5    | 1.5 | 2.0 | 6.750 | 10.25 | 0.000 | 1.400 |
| OPERATING ENGINEER   |    | BLD | 3 | 26.960 | 33.690 | 1.5    | 1.5 | 2.0 | 6.750 | 10.25 | 0.000 | 1.400 |
| OPERATING ENGINEER   |    | HWY | 1 | 30.300 | 33.300 | 1.5    | 1.5 | 2.0 | 6.450 | 10.00 | 0.000 | 1.100 |
| OPERATING ENGINEER   |    | HWY | 2 | 27.790 | 33.300 | 1.5    | 1.5 | 2.0 | 6.450 | 10.00 | 0.000 | 1.100 |
| OPERATING ENGINEER   |    | HWY | 3 | 23.640 | 33.300 | 1.5    | 1.5 | 2.0 | 6.450 | 10.00 | 0.000 | 1.100 |
| PAINTER              |    | ALL |   | 31.700 | 33.700 | 1.5    | 1.5 | 1.5 | 7.500 | 7.250 | 0.000 | 0.750 |
| PAINTER SIGNS        |    | BLD |   | 30.820 | 34.600 | 1.5    | 1.5 | 1.5 | 2.600 | 2.470 | 0.000 | 0.000 |
| PILEDRIIVER          |    | BLD |   | 29.140 | 31.390 | 1.5    | 1.5 | 2.0 | 7.000 | 9.650 | 0.000 | 0.320 |
| PILEDRIIVER          |    | HWY |   | 30.830 | 33.030 | 1.5    | 1.5 | 2.0 | 7.000 | 9.940 | 0.000 | 0.320 |
| PIPEFITTER           |    | BLD |   | 35.270 | 39.150 | 1.5    | 1.5 | 2.0 | 6.450 | 9.400 | 0.000 | 1.010 |
| PLASTERER            |    | BLD |   | 25.790 | 27.040 | 1.5    | 1.5 | 2.0 | 5.990 | 10.24 | 0.000 | 0.500 |
| PLUMBER              |    | BLD |   | 32.470 | 35.390 | 1.5    | 1.5 | 2.0 | 6.450 | 10.96 | 0.000 | 0.900 |
| ROOFER               |    | BLD |   | 25.850 | 26.850 | 1.5    | 1.5 | 2.0 | 6.200 | 6.950 | 0.000 | 0.150 |
| SHEETMETAL WORKER    |    | BLD |   | 30.740 | 32.280 | 1.5    | 1.5 | 2.0 | 6.070 | 11.71 | 0.000 | 0.460 |
| SIGN HANGER          |    | HWY |   | 31.590 | 33.590 | 1.5    | 1.5 | 2.0 | 8.140 | 9.280 | 0.000 | 0.350 |
| SPRINKLER FITTER     |    | BLD |   | 36.140 | 38.890 | 1.5    | 1.5 | 2.0 | 8.200 | 6.550 | 0.000 | 0.250 |
| STEEL ERECTOR        |    | HWY |   | 31.590 | 33.590 | 1.5    | 1.5 | 2.0 | 8.140 | 9.280 | 0.000 | 0.350 |
| STONE MASON          |    | BLD |   | 28.710 | 30.210 | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| TERRAZZO FINISHER    |    | BLD |   | 26.390 | 0.000  | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| TERRAZZO MASON       |    | BLD |   | 28.150 | 29.400 | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| TILE MASON           |    | BLD |   | 28.150 | 29.400 | 1.5    | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |
| TRUCK DRIVER         |    | ALL | 1 | 28.487 | 0.000  | 1.5    | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER         |    | ALL | 2 | 28.887 | 0.000  | 1.5    | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |

|              |       |        |        |     |     |     |       |       |       |       |
|--------------|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | ALL 3 | 29.087 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 4 | 29.337 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 5 | 30.087 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 1 | 22.790 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 2 | 23.110 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 3 | 23.270 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 4 | 23.470 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 5 | 24.070 | 0.000  | 1.5 | 1.5 | 2.0 | 9.050 | 4.062 | 0.000 | 0.250 |
| TUCKPOINTER  | BLD   | 28.710 | 30.210 | 1.5 | 1.5 | 2.0 | 6.150 | 7.600 | 0.000 | 0.430 |

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters

PILEDRIERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER**

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

**ELECTRONIC SYSTEMS TECHNICIAN**

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

**TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

**TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.**

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

## OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batcher); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

## OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers;

Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



## **REQUEST FOR COUNCIL ACTION**

**To: Mayor Council**

**CC: City Manager -City Clerk – Finance Department.**

**From: David Pagliaro, Supt. Of Streets Sewer Operations, VMF**

### **AGENDA ITEM: INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH TAZEWELL – WOODFORD HEAD START**

**AGENDA DATE REQUESTED: June 8, 2009**

**ACTION REQUESTED: APPROVAL OF AGREEMENT**

**BACKGROUND:** The City of Pekin's Vehicle Maintenance Department has been partnering with Head Start for approximately 10 years. We maintain their 5 buses on a regular basis and occasionally 1 spare bus.

**FINANCIAL IMPACT:** The labor rate and cost of parts for Head Start was \$ 50.00/hr and a 25% mark-up on parts and they did not utilize City Fuel. This new agreement raises the labor rate to \$ 65.00/hr, mark-up on parts to 33 1/3 % and a \$ .05/gal mark-up on fuel. They have approached us on fueling their buses from our pumps, starting in the fall of this year, which will not create a problem with our City vehicles or machines. These increases will cover the cost of doing business.

**NEIGHBORHOOD CONCERNS:** Non - Applicable

**IMPACT IF APPROVED:** The City of Pekin would continue to maintain the buses for an extremely important program.

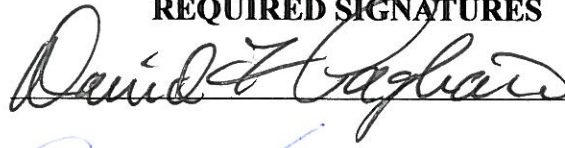
**IMPACT IF DENIED:** The City of Pekin would lose minimal revenue and extremely important program would have to pay more for labor, parts and fuel.

**ALTERNATIVES:** City Mechanics will have more time to spend on City or Tazewell County vehicles and equipment.

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: EFFECTIVE GOVERNMENT**

**REQUIRED SIGNATURES**

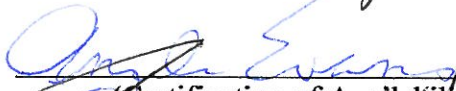
**Department Director**



6-1-09

Date

**Finance Department**

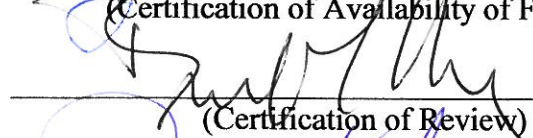


6-1-09

Date

(Certification of Availability of Funds)

**Corporation Counsel**

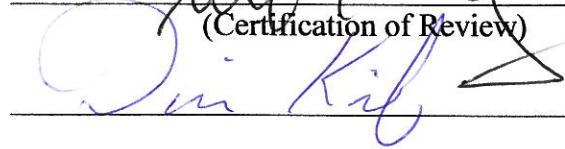


6-3-09

Date

(Certification of Review)

**City Manager**



6-1-09

Date

## **VEHICLE MAINTENANCE AGREEMENT**

This Agreement is entered into this 1st day of June 2009, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWELL-WOODFORD HEAD START.

WHEREAS, the City of Pekin and Tazewell-Woodford Head Start desire to set forth their agreement regarding maintenance and repair of Tazewell-Woodford Head Start vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell-Woodford Head Start's and the City of Pekin's vehicles are essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and 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 June 1, 2009 and terminate on May 31, 2011. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell-Woodford Head Start will deliver its vehicles to the City of Pekin's facility at 1130 Koch, Pekin, Illinois for such repair and maintenance. Each time Tazewell-Woodford Head Start delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by Vicki Willis or designee. All repairs and maintenance shall be performed in a workmanlike manner.

**Costs and Payment.** Repairs and maintenance shall be billed at the rate of \$65.00 per hour, plus parts. Parts shall be billed at cost plus thirty-three and one-third percent (33 1/3%) of cost. Gas purchase shall be billed at cost plus \$0.05/gallon. The City of Pekin shall bill Tazewell-Woodford Head Start monthly. Tazewell-Woodford Head Start shall pay all such invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell-Woodford Head Start's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell-Woodford Head Start for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **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 for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin  
City Manager  
City Hall  
111 S. Capitol Street  
Pekin, IL 61554

Tazewell-Woodford Head Start

Attn: Bonnie Jones  
233 Leadley Avenue  
East Peoria, IL 61611  
(309) 699-6843  
1000 Koch Street  
(309) 347-1971

CITY OF PEKIN, an Illinois  
Municipality

TAZEWELL-WOODFORD HEAD START

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Bonnie Jones  
Its: Executive Director

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## **REQUEST FOR COUNCIL ACTION**

**To:** Mayor & Council Members

**CC:** City Manager & City Clerk

**From:** Angie Evans

### **AGENDA ITEM: Finance Software**

**AGENDA DATE REQUESTED:** June 8, 2009

**ACTION REQUESTED:** Purchase of new Financial Software

**BACKGROUND:** Our current software provider went into a partnership with a company in Georgia called SEDC and did a major upgrade in their program. We agreed to be a beta site for the upgrade to reduce the cost of conversion. The utility billing module never got off the ground. Their other customers decided to go with other providers rather than upgrade leaving us as their only customer. They have since been completely absorbed into SEDC. We feel that we are on unstable ground because there is only one programmer that knows our programs. If something happens to her, we will be without a programmer.

**FINANCIAL IMPACT:** One payment up front, and five additional payments annually of \$40,293.41. Annual maintenance will be \$26,094. TPCC is interested in purchasing our iseries hardware, which will cover the cost of our first payment. We won't start paying maintenance until fiscal year 2011

**IMPACT IF APPROVED:** Finance will have a software system that brings with it a large support staff. The company has been in business since 1985 and is growing. The software works on the same hardware platform as the City network and will integrate easily with excel.

**IMPACT IF DENIED:** SEDC will eventually quit supporting this current software and we will have to convert to something else. Only having one programmer, we are taking a chance of being left without any support unexpectedly.

**ALTERNATIVES:** Stay with our current software.

**REQUIRED SIGNATURES**

**Department Director**

\_\_\_\_\_ Date

**Finance Department**

\_\_\_\_\_ Date

(Certification of Availability of Funds)

**Corporation Counsel**

\_\_\_\_\_ Date

(Certification of Review)

**City Manager**

\_\_\_\_\_ Date



## REQUEST FOR COUNCIL ACTION

**To:** Mayor & Council Members

**CC:** City Manager & City Clerk

**From:** Angie Evans

**AGENDA ITEM:** Financial system (hardware and software) upgrade.

**AGENDA DATE REQUESTED:** January 28, 2008

**ACTION REQUESTED:** Authorization to proceed with the purchase of the financial system upgrade.

**BACKGROUND:** Our software company, ARX, has approached us with an offer to upgrade our system to webenabled ERP eSolutions. The new application license fees in the amount of \$162,500.00 will be waived. This upgrade will make our system more user friendly and will take us to a browser based program that is easily integrated with Microsoft excel. While our software runs on an IBM mainframe, this upgrade operates in the Windows environment with data easily exported to and from Microsoft Excell. We will have the best of both worlds.

I sent out a request for quotes to four software companies (copy attached) in an effort to get price comparisons. Of the four, one did not have the extensive vehicle maintenance system that we have, and the others could not meet our specs, on items such as importing historical data, because it is just an upgrade.

**FINANCIAL IMPACT:** \$25928.00 hardware, \$45000.00 training, conversion and maintenance to finish out fy08. Maintenance fees beginning fy09 will be \$32500 annually. The cost is budgeted in both years. Maintenance costs include, but are not limited to technical support, software support, annual (minor) software upgrades and video conferencing for ongoing training.

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** Technology is constantly changing and improving. This upgrade will put us in an environment that will improve as overall technology improves. An upgrade means we keep our history and it will require substantially less time and training than a complete conversion would. It would be much more user friendly, not only for the Finance users, but also for other departments who use the system for reports and inquiries.

**IMACT IF DENIED:** Our existing system will eventually be phased out and no longer be supported.

**ALTERNATIVES:** Stay where we are, which would force us to do the upgrade at a higher cost later or do a complete conversion with another company, which would require extensive woman hours and a much longer, more expensive, training curve for all involved. We would also lose our history, which we are still trying to rebuild after dropping H.T.E., because after one year or so, they decided to quit supporting the package we had

purchased and required us to upgrade to a more expensive package. Just as a side note, maintenance costs for H.T.E by 2003 would have gone up to \$36050.

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Consistent with Effective Government theme.

SIGNATURES

|                            |                                          |      |
|----------------------------|------------------------------------------|------|
| <b>Department Director</b> | _____                                    | Date |
| <b>Finance Department</b>  | _____                                    | Date |
|                            | (Certification of Availability of Funds) |      |
| <b>Corporation Counsel</b> | _____                                    | Date |
|                            | (Certification of Review)                |      |
| <b>City Manager</b>        | _____                                    | Date |

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

**From:** Kief, Denny

**Sent:** Friday, January 18, 2008 2:40 PM

**To:** Council Members

**Cc:** Evans, Angie; McMillan, Sue

**Subject:** Financial System Update

Attached is Angie Evans' Request For Council Action for the Proposed Upgrade to the Finance System Upgrade.

Angie was approached by ARX, our present Finance System, about a year ago.

They have undergone a major upgrade to their Financial Software system and will no longer be utilizing or supporting the system that we presently have.

They are bidding on this software with prospective new consumers and the application license fee alone is \$162,500. They are offering to wave that charge to us since we are an existing client. However, if we do go through the bidding process they would have to include that price in their bid since it would be hard for them to have to explain to new customers why their license fee is bid at \$162,500 and ours is \$0.

As Angie's memo explains, the recommendation is for \$70,928 to come out of the FY2008 Budget (\$74,000 had been budgeted) and Annual Maintenance of \$32,500 starting in FY 2009 (also under the budgeted amount). Originally we had been looking at a \$53,000/year lease for 5 years which would have totaled \$265,000. We are now recommending the upfront \$70,928 plus \$146,125 in a 5 Year Maintenance Commitment or a total of \$217,053.

Angie did send out requests for qualification to multiple vendors, both PC based and Mainframe. The need to be able to import all of the historical data was imperative. The cost of manually entering all of that data would be cost-prohibitive. Angie has also contacted a number of other communities and they are all spending more than the City is.

We are getting you this information more than a week in advance of the January 28<sup>th</sup> City Council meeting, hoping that you will contact Angie or me about any questions that you may have. Angie has really done her homework on this and I am confident she will be able to answer all of your questions.



**City of Pekin, Illinois  
111 South Capitol Street  
Pekin, IL 61554**

**November 14, 2007**

**RE: Request for Quotation (RFQ) for an ERP solution for  
The City of Pekin, Illinois**

To Whom It May Concern:

The City of Pekin, Illinois is seeking viable vendors to supply a quotation for a “turnkey” solution for a municipal ERP system, along with the associated conversion, modifications, and training. Our preference is to obtain a single holistic system.

| RFQ Summary                                                                                       |
|---------------------------------------------------------------------------------------------------|
| (1) Copies: Submit the RFQ response sheets and all attachments plus four copies (5 sets in total) |
| (2) Due Date: Proposals are to be received by 12:00 PM CST on Friday, November 30, 2007.          |



| Important Dates                                                         |
|-------------------------------------------------------------------------|
| • November 14, 2007 Request to vendors inviting them to request ERP RFQ |
| • November 14, 2007 Release RFQ to vendors                              |
| • November 30, 2007 <b>ERP RFQ Due</b>                                  |
| • December 7, 2007 Completion of RFQ Review                             |



| RFQ Requests                                                                                   |
|------------------------------------------------------------------------------------------------|
| Send requests for a copy of the RFQ to the attention of:<br>Angie Evans, Asst Finance Director |

City of Pekin, Illinois 111 South Capitol Street Pekin, IL 61554  
Phone: 309-478-5381 Fax 309-346-2095  
E-mail aevans@ci.pekin.il.us

### **General Information**

The City of Pekin, Illinois is a community of over 33,000, located in the west central portion of the State midway between Chicago and St. Louis. The City is the county seat of Tazewell County. Situated just 10 miles to the south of the City of Peoria, Pekin is considered the southeastern leg of the Peoria-Pekin MSA, containing a total population of approximately 350,000. More than 30 businesses and industrial firms call Pekin home.

The City of Pekin operates under the Council - Manager Form of Government.

This RFQ is being directed by the City Manager, but the software will be used by various departments within the City; principally Finance, Personnel and Vehicle Maintenance

The City is currently using ARX Technologies software for its ERP solution. The solution resides on an IBM AS400 System i V5R3 server.

### **Proposed System Requirements**

Although a turnkey software solution will be required, the following software applications and modules are to be included:

- A. Financials
- B. Budget Preparation
- C. Accounts Payable
- D. Purchasing
- E. Miscellaneous Billing and Accounts Receivable
- F. Integrated Cash Receipting
- G. Human Resources – Payroll – Personnel
- H. Payroll Budgeting
- I. Fixed Assets
- J. Inventory
- K. Business Licenses
- L. Code Enforcement
- M. Equipment and Vehicle Maintenance
- N. Special Assessment Billing
- O. Property Management

A turnkey, web-enabled system on an IBM System i platform will be considered. The selected vendor will be responsible for testing and warranting that current hardware is adequate or must be upgraded by the City. The City wishes that the hardware and network will be provided by local vendors and / or IBM affiliated partners. The selected vendor must provide the turnkey software, implementation, training, testing, data conversion, and ongoing support. The City is requesting 24 x 7 support for all these systems. The selected vendor must also be able to provide any City required modifications. The City prefers to

have systems that are fully developed, documented and installed in at least three other municipalities.

#### **Other System Specifications**

- (1) Web-enabled, browser based solution deployed in portals within an internet or intranet environment.
- (2) All applications must automatically make entries to the financial system as appropriate.
- (3) All applications must be totally integrated and transfer data automatically between systems without additional manual entry.
- (4) General Ledger, Cash Receipts and receivables history to carry over from existing system and in the same format.
- (5) Transfer of vendors including addresses and \$ spent.
- (6) Use the same general Ledger number breakdown.
- (7) Ability to insert data not only into the payroll files, but also to the appropriate personnel module files.....no double data entry

#### **Additional Hardware or Network Needs**

- (1) IBM System i server, with integrated DB2/UDB as the database, is the preferred hardware solution.
- (2) Vendor must support IBM WebSphere Application Server (Express) and IBM WebSphere Portal (Express).
- (3) System security should include but not be limited to the following: Cryptography (encryption and digital signatures), Digital Certificates, Enterprise Identity Mapping, Intrusion Detection, IP Filtering and Network Address Translation, Network Authentication Service, Object Signing and Signature Verification, Secure Sockets Layer (SSL), Single Sign-on, Virtual Private Networking (VPN).
- (4) The server must have the capability to manage multiple production workloads and consolidate additional operating system environments onto a single server.

#### **Directions to the City Offices**

The City of Pekin Administration building is located at 111 South Capital Street. Pekin, Illinois 61554.  
This building has direct access to Illinois Route 29.

The City office building is approximately one hour from the Central Illinois Regional Airport at Bloomington and 20 minutes from the Greater Peoria Regional Airport.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 4  
OF THE CODE OF THE CITY OF PEKIN 1995  
REGARDING LIQUOR CONTROL AREAS**

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

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

**WHEREAS**, the City Council has determined that it is in the best interests of the City to make additional area for Not For Profit or Charitable Applications to apply for a Class C License for Court Street.

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

1. That Title 3, Chapter 3, Section 4, Subsection 5 C. be amended by deleting C. in its entirety and substituting the following:

C. CLASS C: Class C licenses shall authorize the short-term or limited supply of alcohol or temporarily extends the conditions of existing licenses in accordance with the Illinois Liquor Control Act, this ordinance and any conditions specified on the license by the City Liquor Commissioner. Class C licenses shall not be issued when, in the opinion of the Local Liquor Commissioner, a Class A or a Class B license is more appropriate.

**CLASS C LICENSE FEES:**

|                                                                                        |                                                 |
|----------------------------------------------------------------------------------------|-------------------------------------------------|
| Beer And Wine Only (Max. 12 per year)                                                  | \$25.00 per day                                 |
| No Restriction On Range Of Alcohol (Max. 12 per year)                                  | \$50.00 per day                                 |
| Not For Profit or Charitable Applications For The Pier**<br>or Riverfront Event Meadow | Residents \$50 per hr*<br>Others \$100 per hr*  |
| All Other Applications For the Pier<br>or Riverfront Event Meadow                      | Residents \$100 per hr*<br>Others \$200 per hr* |
| All Other Fees For C Class Licenses                                                    | To Be Determined By*<br>Liquor Commissioner     |

\*Additional Fees To Be Determined By Liquor Commissioner To Reflect Expenses For

Security, Safety and Health.

~~\*\* Not For Profit or Charitable Applications only may also apply for a Class C License for the area on Court Street between 4th and 5th Streets, and Capitol Street between Court Street and Elizabeth Street. Only one event at a time will be allowed.~~

*\*\* Not For Profit or Charitable Applications only may also apply for a Class C License for the area on Court Street from the westerly Right-Of-Way of 5th Street to the easterly Right-Of-Way of 4th Street; Court Street from the westerly Right-Of-Way of 4th Street to the westerly Right-Of-Way of Capitol Street and Capitol Street from the northerly Right-Of-Way of Court Street to the northerly Right-Of-Way of Elizabeth Street. Only one event at a time will be allowed.*

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

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

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

**PASSED AND APPROVED** at the regular meeting of the City Council of the City of Pekin, this \_\_\_\_\_ day of \_\_\_\_\_, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

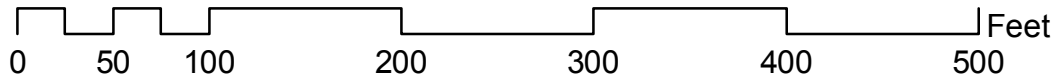
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Applications for a Class C License



- XXXX - Road Block
- Alcohol Permit Area



## REQUEST FOR COUNCIL ACTION

**To:** Mayor Rusty Dunn and Members of the City Council

**CC:** Dennis Kief, City Manager and Sue McMillan, City Clerk

**From:** Greg Ranney, Supt. of Transportation and Solid Waste

**AGENDA ITEM:** Approve Amendment to Illinois Department of Transportation Contract #3797 Grant number OP-09-09-IL

**AGENDA DATE REQUESTED:** June 8, 2009

**ACTION REQUESTED:** Approve Amendment #2 to Agreement dated January 20, 2009 between the Illinois Department of Transportation and the City of Pekin

**BACKGROUND:** The amendment is saying the City will receive a grant in the amount of \$259,953.00 for the first three quarters and if we were to receive any funding in excess, the City agrees to remit those funds back to the State.

**FINANCIAL IMPACT:** The funding of \$259,953.00 will be our payment to CityLink for the operation of our public transportation program as we have done since March 2007

**NEIGHBORHOOD CONCERNS:** Non-Applicable

**IMPACT IF APPROVED:** All funding from the amendment will be applied for and administered by CityLink. The City will receive copies of all grants applied for but will not be involved in any of the paper work.

**IMPACT IF DENIED:** Non-Applicable

**ALTERNATIVES:** Non-Applicable

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Non-Applicable

### REQUIRED SIGNATURES

**Department Director**

\_\_\_\_\_  
Date

**Finance Department**

\_\_\_\_\_  
(Certification of Availability of Funds) Date

**Corporation Counsel**

\_\_\_\_\_  
(Certification of Review) Date

**City Manager**

\_\_\_\_\_  
Date

**1-12-09**

- 6. Resolution No.68-08/09 – Downstate Public Transportation Operating Assistance Grant Agreement with the Illinois Department of Transportation - Grant #3797 OP-09-09-IL**

***DESCRIPTION:** approval of grant to receive funding in the amount of \$343,194.00 for the 2009 operations of the Pekin Municipal Bus operations and partial funding to CityLink for contract services.*

***ACTION:** Motion to adopt the resolution.*

**VOTE REQUIRED**

**4-28-09**

- 6. Illinois Department of Transportation Amendment No. 1 to FY09 Downtown Operating Assistance Grant Agreement No. 3797**

***DESCRIPTION:** Council adopted Resolution No.68authorizing the original agreement dated January 20, 2009. The amendment is an increase of the maximum contract amount from \$343,194 to \$639,925 for the 2009 operations of the Pekin Municipal Bus operations and partial funding to CityLink for contract services.*

***ACTION:** Motion to approve the amendment to the agreement.*

**VOTE REQUIRED**

**06-08-09**

- 4. Resolution No. 8-09/10 – Downstate Public Transportation Operating Assistance Grant Amendment No. 2 to Agreement with the Illinois Department of Transportation - Grant #3797**

***DESCRIPTION:** approval of a second amendment to the grant to receive funding for the 2009 operations of the Pekin Municipal Bus operations and partial funding to CityLink for contract services.*

***ACTION:** Motion to adopt the Resolution.*

**VOTE REQUIRED**

AMENDMENT NO. 2 TO THE  
DOWNSTATE PUBLIC TRANSPORTATION  
OPERATING ASSISTANCE GRANT AGREEMENT  
between  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION  
and  
CITY OF PEKIN  
CONTRACT NUMBER: 3797  
GRANT NUMBER: OP-09-09-IL

This Amendment No. 2 to an Agreement dated January 20, 2009, between the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation, and the City of Pekin, is made and entered into by and between the parties thereto. In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

To amend the "Downstate Public Transportation Operating Assistance Grant Agreement" by deleting ITEM 2 and replacing it with the following:

**ITEM 2 - PROJECT BUDGET**

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during the period July 1, 2008, through March 31, 2009, up to the amount appropriated to the Department relative to the Grantee in Public Acts 95-0732 and 96-0004, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for the this fiscal year 2009 period does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the estimated amount of \$259,953, subject to the limitations set forth above, the Act and the Rules. This amount represents a \$379,972 decrease from the \$639,925 estimated grant amount in Amendment No. 1 of the Agreement dated January 29, 2009.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2009 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income.

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

The parties hereto agree that the Agreement dated January 20, 2009, between the Parties is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be made effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by their respective duly authorized officials.

Accepted on behalf of the City of Pekin:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

By: \_\_\_\_\_  
Gary Hannig  
Secretary of Transportation

By: \_\_\_\_\_  
Joseph P. Clary,  
Director, Division of Public and Intermodal Transportation

\_\_\_\_\_  
Date



Transportation and Solid Waste Department

June 2, 2009

Joseph P. Clary  
State of Illinois Department of Transportation  
Division of Public and Intermodal Transportation  
100 West Randolph Street, Suite 6-600  
Chicago, Illinois 60601

Director Clary,

As per our teleconference call of May 29, 2009, I am writing to confirm that upon the City of Pekin's receipt of the \$259,952.68 in Downstate Operating Assistance for the first three quarters of FY09, the City of Pekin shall immediately transfer those funds to Greater Peoria Mass Transit District for the operation of the service provided to the City of Pekin.

Sincerely,

Greg Ranney  
City of Pekin

# RESOLUTION NO. 8 – 09/10

## AUTHORIZATION TO EXECUTE DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT AMENDMENT

I, Sue E. McMillan, do hereby certify that I am the fully qualified and acting Clerk of the City of Pekin, and as such Clerk, I am the keeper of the seal, records and files of the City of Pekin.

I do further certify that at a duly constituted and legally convened meeting of the City Council of the City of Pekin held on the June 8, 2009, a resolution was adopted in full accordance and conformity with the ordinances for the City of Pekin and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the of the City of Pekin:

1. That the City of Pekin approve and execute Amendment #2 to a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3797, Grant No. OP-09-09-IL (Amended Agreement) with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the of the City of Pekin is hereby authorized and directed to execute the Amended Agreement on behalf of the City of Pekin for such assistance.
3. That the Superintendent of Transportation, Gregory Ranney of the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Amended Agreement and to receive the Grant funding.

I further certify that the original of the complete said Resolution is on file in the records of the City of Pekin in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal (if appropriate) of the City of Pekin this June 8, 2009.

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(Title)

OPINION OF COUNSEL  
TO AMEND

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Contract No. 3797, Grant No. (OP-09-09-IL) (Amended Agreement) tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Act.
2. There are no provisions in the Grantee's charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit it from entering into such Amended Agreement.
3. The Grantee is fully empowered and authorized to enter into the aforementioned Amended grant Agreement and that Amended Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this Amended grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving the Amended Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: \_\_\_\_\_  
Burt Dancey  
Attorney for the City of Pekin

Date: \_\_\_\_\_

## McMillan, Sue

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**From:** Ritchason, Linda  
**Sent:** Tuesday, June 02, 2009 12:37 PM  
**To:** McMillan, Sue  
**Subject:** FW: FY09 DOAP Grant Amendment #2

Sue,

If I need to "fill out the DOAP send it back to me. The 1<sup>st</sup> attachment is OK. Greg would like this on the June 8<sup>th</sup> agenda. I've also attached a letter from Greg to Director Clary.

Linda

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**From:** Ranney, Greg  
**Sent:** Tuesday, June 02, 2009 12:06 PM  
**To:** Ritchason, Linda  
**Subject:** FW: FY09 DOAP Grant Amendment #2

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**From:** Strell, Karen S [mailto:Karen.Strell@illinois.gov]  
**Sent:** Monday, June 01, 2009 4:42 PM  
**To:** Ranney, Greg  
**Subject:** FY09 DOAP Grant Amendment #2

Greg,  
Amendment #2 as discussed in our conference call last Friday is attached. Please note that I have also attached new resolution and legal opinion language as these documents also need to be updated for this amendment.

Please partially execute the Amendment and return to Nancy Stwora, Acting Section Chief at the address shown below. Please do not date the amendment in the paragraph that begins "IN WITNESS WHEREOF," (we will date that upon full execution).

The City of Pekin will need to provide an updated Opinion of Counsel and an updated Resolution. I have attached files for your use, however, you will need to fill in the names and titles.

Please call me if you have any questions. Thanks for your help on this.

**Karen S. Strell**  
Project Manager

**Illinois Department of Transportation**  
**Division of Public and Intermodal Transportation**  
100 West Randolph Street, Suite 6-600  
Chicago, Illinois 60601

Phone: 1.312.793.2111  
Direct: 1.312.793.5230  
Fax: 1.312.793.1251

email: [karen\\_strell@illinois.gov](mailto:karen_strell@illinois.gov)

6/2/2009



## **REQUEST FOR COUNCIL ACTION**

**To: Council Members**

**CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney**

**From: Joe Wuellner**

### **AGENDA ITEM: Agreement with Farnsworth for IEPA Loan Application Support**

**AGENDA DATE REQUESTED: June 8, 2009**

**ACTION REQUESTED: Approve agreement for \$18,000 with Farnsworth for support in filing and subsequent compliance with an IEPA low interest loan for the Waste Water Treatment Plant upgrades.**

**BACKGROUND:** The City will be applying for a low interest IEPA loan to help finance the construction of the proposed upgrades of the Waste Water Treatment Plant (WWTP). This process will require numerous forms to be completed, background information and clearances, specific checklists for the application, bid, and construction processes, and progress reports and submittals. Having done this successfully for many others clients, it is in our best interest to utilize their expertise in this matter for our project. Therefore I recommend approval of this agreement.

**FINANCIAL IMPACT:** Costs for the WWTP Upgrade project are in the current budget.

**NEIGHBORHOOD CONCERNS:** Upgrades to the plant will allow for better treatment of sewage.

**IMPACT IF APPROVED:** Completion of paperwork for loan application will be done per IEPA requirements.

**IMPACT IF DENIED:** If the City wishes to use the low interest funds from the IEPA for the WWTP projects an individual will need to be hired to perform the work.

**ALTERNATIVES:**

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Strong Foundation

**REQUIRED SIGNATURES**

**Department Director**

\_\_\_\_\_ Date

**Finance Department**

\_\_\_\_\_ Date

(Certification of Availability of Funds)

**Corporation Counsel**

\_\_\_\_\_ Date

(Certification of Review)

**City Manager**

\_\_\_\_\_ Date



## AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this 8th day of June in the year 2009 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:

IEPA Loan Application Documentation for Phase 1 Wastewater Treatment Improvements

The fee for the above described services will be a lump sum as indicated in the attached Scope & Costs of Services.

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

Patrik J. Sheridan

Rusty Dunn

Typed Name

Typed Name

Engineer - Manager

Mayor

Title

Title

Date

Date

## I. Scope of Services for Loan Application

Except as may be otherwise limited in this AGREEMENT, the services to be rendered by the ENGINEER shall include the following administrative services for the CLIENT to complete tasks in accordance with current IEPA requirements for Phase 1 construction funding under the State Water Pollution Control Loan Program for projects to be funded under the American Recovery and Reinvestment Act of 2009. The ENGINEER agrees to perform the services listed hereinafter:

- a. Assist CLIENT with completion of necessary loan application forms to obtain funds
- b. Assist CLIENT with associated administrative requirements for funding including:
  1. Resolution authorizing representative to sign documents
  2. Loan program certifications
  3. Statement that all project easements and right-of-ways have been obtained
  4. Statement of intent to comply with the National Flood Insurance Act
- c. Assist CLIENT with preparation of financial information package including:
  1. Sewer use Ordinance and User Charge System (scope assumes existing ordinances are acceptable with revised rates; other ordinance revisions, if required are not included)
  2. Documentation of an approved dedicated source of revenue
  3. Copy of the enacted ordinance showing evidence of indebtedness
  4. Copy of the executed "Tax Exemption Certificate and Agreement"
- d. Assist CLIENT with preparation of Environmental Checklist, submit requests for environmental signoffs and assist CLIENT in securing signoffs from:
  1. Illinois State Historic Preservation Agency
  2. Illinois Department of Natural Resources (endangered species and wetlands)
  3. Illinois Department of Natural Resources (construction in Floodways and stream banks). The scope assumes a Section 404 permit from Corps of Engineers is not required. If necessary and authorized by OWNER, a Sec. 404 permit application will be prepared as an additional service on a time & expense basis.
- e. Assist CLIENT with submittal of required engineering-related documentation including:
  1. Statement of MBE/WBE participation during design
  2. Engineer's cost estimate in final bid format prior to taking bids
  3. Executed engineering contract for construction related services
- f. Assist CLIENT with submittal of required bidding documentation including:
  1. Copy of bid advertisement
  2. Certification of bid publication
  3. Copies of any bid addenda
  4. Copies of Bidder's bid bond and other required submittals from Bidder
  5. Submittal of bid tabulation
  6. Engineer's recommendation for award
  7. Certifications on debarment and compliance with "Criminal Code of 1961"
- g. Assist CLIENT with preparation of public notices and conduct public hearing on Facilities Plan (if required to receive funding)

## II. Cost of Services

A lump sum fee of \$18,000

## III. Schedule of Services

Upon authorization by CLIENT to proceed and timely completion of documents requiring council action or signatures, FGI will complete the above services for submission to the Agency within 2 months.

## IV. Additional Services

Will be provided when requested by the CLIENT on a time and materials basis in accordance with the fee schedule attached as Appendix A and subject to CLIENT approval prior to proceeding.

**Date:** June 8, 2009

**Client:** City of Pekin

**Project:** Wastewater Treatment Facilities  
IEPA Loan Application  
Documentation Services

**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 a 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, suspend and/or 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. 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 services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and 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.

**Ownership of Instruments of Service:** Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**Standard of Care:** The services will be performed for the exclusive benefit of Client. 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. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

**Limitation of 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. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

**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, FGI's 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, Client should 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. 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.

**Indemnification:** FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**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 first page of this Agreement 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.

**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 the services 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.

**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.

**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 dealing 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.

**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.