



City of Pekin

REGULAR COUNCIL MEETING MONDAY, MAY 24, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty L. 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 10, 2010.*

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:** Police Report April 2010, Traffic Safety Committee Minutes May 7, 2010, Mayor's Advisory Committee for Persons with Disabilities Minutes February 11, 2010 and March 11, 2010.
- 2. Receive and File** Zoning Board of Appeals Minutes dated May 12, 2010
- 3. Receive and File** the Pekin Planning Commission Minutes dated May 12, 2010
- 4. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #10-1802 – recommends approval of Rezoning of Property located at 2675 Allentown Rd from B-3 (General Business District) to R-1 (Single Family Residential District) to the City Pekin City Council.
 - b. Hearing #10-1803 – #10-1804 - recommends approval of Site plan for Special Use for a Drive Thru Facility pending annexation to the Pekin City Council.
 - c. Hearing #10-1805 – #10-1806 – tabled the request for a Site Plan and Special Use for a Cell Tower located at 3000 Court until documentation is provided for other site options and safety issues are resolved in the form of a letter from Mr. Thompson of TPCC.
 - d. Hearing #10-1807 – recommends the approval of the following Code Amendment: 9-1-2 Definition Amending Sign Code And Code Change to include Electronic Signs with Regulations by adding 9-10-12 And including 9-10-8B-4 to the City Council.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Police Department Officer of the Year Recognition presented by Chief Ted Miller
Fire Department Firefighter of the Year Recognition presented by Chief Kurt Nelson

Quarterly Finance Report presented by Treasurer Jim Wolf

IX. NEW BUSINESS

1. Illinois Department of Transportation Joint Agreement 10- 00182-00-TL (JW)

***DESCRIPTION:** State project for safety bonding and grounding of existing traffic signal structures. Pekin's participation for traffic signal upgrades is in the amount of \$537.00 on IL Rt 29 at Derby Street and Koch Street. May letting and summer completion.*

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

VOTE REQUIRED

2. Resolution No. 53-10/11 – Resolution for Maintenance of Streets and Highways (JW)

***DESCRIPTION:** Funding for previous item. Appropriating Motor Fuel Tax funds in the amount of \$600.00 for City's share of Joint IDOT Agreement for traffic signal safety upgrades on IL Rt 29 at Derby Street and Koch Street.*

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

VOTE REQUIRED

3. Farnsworth Engineering Agreement Wastewater Treatment Plant Phase I (JW)

***DESCRIPTION:** Bidding and construction oversight for Phase I improvements to the Waste Water Treatment Plant (WWTP).*

***ACTION:** Motion to approve the agreement in an amount not to exceed \$608,000.00.*

VOTE REQUIRED

4. Farnsworth Engineering Agreement Wastewater Treatment Plant Phase II (JW)

***DESCRIPTION:** Design drawing preparation for the Phase II improvements to the Waste Water Treatment Plant (WWTP).*

***ACTION:** Motion to approve the agreement in an amount not to exceed \$1,820,000.00.*

VOTE REQUIRED

5. Site Plan (JW)

***DESCRIPTION:** recommendation of the Pekin Planning Commission to approve the Site Plan for Tract 1, 2 & Exhibit "A" for a Drive Thru Facility pending annexation of Tract 1 & 2 and zoning. The site and use are for drive-up windows for a new proposed bank facility and ATM on Veterans Drive.*

***ACTION:** Motion to approve the site plan subject to annexation and zoning.*

VOTE REQUIRED

6. **Special Use** (JW)
***DESCRIPTION:** recommendation of the Pekin Planning Commission to approve the Special Use for Tract 1, 2 & Exhibit "A" for a Drive Thru Facility pending annexation of Tract 1 & 2 and zoning. The site and use are for drive-up windows for a new proposed bank facility and ATM on Veterans Drive.*

***ACTION:** Motion to approve the special use subject to annexation and zoning.*

VOTE REQUIRED
7. **Ordinance No. 2618-OA-10/11 – Amending Zoning Code Title 9-1-2, 9-10-9, 9-10-9E and 9-10-8B of the City of Pekin 1995 Regarding Multi Message Signs** (JW)
***DESCRIPTION:** Pekin Planning Commission recommendations to add regulations governing multi media signs.*

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

VOTE REQUIRED
8. **Ordinance No. 1568-A181-10/11 – Providing For the Rezoning of Certain Property** (JW)
***DESCRIPTION:** recommendation of the Pekin Planning Commission to rezone old TAPS property 2675 Allentown Road containing 3.94 acres from B-3 (General Business) to R-1 (Single Family Residential).*

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

VOTE REQUIRED
9. **Ordinance No. 2619-10/11 - Highway Authority Agreement** (JW)
***DESCRIPTION:** closeout environmental study at Parkway / Broadway for gas station site establishing groundwater protection area.*

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

VOTE REQUIRED
10. **Erosion Control Project** (JW)
***DESCRIPTION:** award bid for erosion control project to Edgewood Nursery in the amount of \$26,860.00. Funding from stormwater fund to stop the erosion caused by drainage onto owner's property and to stabilize the area on Linden and adjoining streets.*

***ACTION:** Motion to approve.*

VOTE REQUIRED
11. **Master Service Agreement for Employee Assistance Services** (PP)
***DESCRIPTION:** Contract contains terms for which provider will administer EAP services for a term from July 1, 2010 to June 30, 2013 with 2 year automatic renewal at a rate of \$24.00 per employee.*

***ACTION:** Motion to approve the agreement with Chestnut Global Partners, LLC (Partnership with Behavior Health Advantage).*

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) 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.

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.

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 10, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

Mayor Dunn stated he would prefer for the Façade Grant under New Business be presented in advance of two other matters scheduled on the agenda for First Assembly of God's Fusion Building. He clarified it was the logical order. Motion by Council Member Strand, seconded by Council Member Kortkamp that **with the Mayor's preference to move item 3. under New Business to item 1., the agenda be approved as presented.** On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Strand, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of April 26, 2010 be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Garnet Meischner, 1401 Janssen Street, expressed views that church and state were to be separate and did not support the Council in considering the approval of grants to First Assembly of God for the Fusion Building.

Dave Carrington, 911 Eisenhower, Pastor of the First Assembly of God, stated that the Fusion property was zoned youth center and an eligibly grant applicant. He asked Council's support in expanding the Center for its programs.

CONSENT AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Barra, that **the Consent Agenda be approved as presented.** Mayor Dunn presented the following for consideration of the Consent Agenda items by Omnibus Vote. Council Member Blanchard was told it was the Council's action only to "receiving and filing" the Liquor Commission minutes when asked if the vote was to approve individual reports under consent.

1. **Receive and File Monthly Reports and Minutes:** Unapproved Liquor Commission Minutes April 22, 2010, Building Report March, Fire Department April Report, Human Relations Commission Minutes March 24, 2010 and Tazewell County Animal Control April.
2. **Proclamations:** Elks "National Youth Week" May 2, 2010 - May 8, 2010
American Legion & American Legion Auxiliary "Poppy Days" May 28-29, 2010
3. **Charitable Solicitation:** American Youth Basketball May 7 and 8, 2010
4. **Receive and File** Pekin Police Department Year End Report 2009
5. **Resolution No. 47-10/11** – Appointment of D. Neale "Buster" Hanley II to the Liquor Commission and Reappointment of Dale Vonderheide to the Liquor Commission

6. **Resolution No. 48-10/11** – Appointments of Ric Woldow to the Airport Commission and the reappointment of Charles Thomas to the Airport Commission (Michael Reed to fill term of Mike Fort)
7. **Resolution No. 52-10/11** – Appointments of Charlotte Jibbens and Emily Lambe to the Tourism Committee

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

PUBLIC WORKS DIRECTOR JOE WUELLNER PRESENTED THE STATUS OF THE WASTE WATER TREATMENT PLANT FACILITY permit, need for the upgrade, expansion, and CSO projects, and projected loans needed to accomplish this work. Council was given brief background:

- Plant running without excursion since in-house operation August 2005
- In process of new 5 year permit
- New permit increases requirements. With existing severely aged infrastructure and equipment will be impossible to comply
- Permit modified if work completed before end of timeframe – must get started now
- Violation for incidents resulted in resolution process with financial penalty paid.
- Resolution document set dates for operational upgrades and expansion to be completed
- Phase I revised based on resolution requirements. Result, additional expense
- Need to adjust sewer user fee to position to pay for work along with funding and repayment of bonds

With PowerPoint slides Mr. Wuellner pointed out the phasing, scheduling, financing, and cost impacts to be addressed.

Representatives from Farnsworth and Illinois Environmental Protection Agency were present for questions. Questions and discussion followed with the Council Members. Council Member Blanchard expressed concern that the original project discussed at a former Retreat had ballooned to \$61 million dollars. He felt the project needed to be scaled back. Patric Sheridan, Farnsworth Project Manager, explained the inter-relationship of the upgrades and the impact of further delays. Council Member Schmidgall expressed concern that citizens would be asked to pay for poor planning. City Manager Dennis Kief explained that the City was under Court Order to comply by 2015 and mandates had grown. He indicated that since 2003 compliance had been thought out and recommendations had been made to previous Councils to gradually increase user fees which were not implemented. Mayor Dunn stated that Treasurer Jim Wolf was securing loan quotes for the Phase I construction and suggested a special meeting to address more fully the user fee options.

POLICE CHIEF TED MILLER INFORMED THE COUNCIL OF THE REPORTED INCREASED GRAFFITI in the community. Left alone the incidences invite more and leave the image that the City has gangs. He provided descriptions into the 5 types that public safety officials divide graffiti, gang, want-to-be, tagger, conventional, and political. He indicated the officers could not stop the occurrences alone and asked the Council to approve involvement of the community. He suggested remediation, assigning public property employees to power-washing public sights, use of probationary community workers, requesting businesses to donate paint. Council supported a City Policy requiring property owners to take action or allowing the City to remove.

NEW BUSINESS

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **FAÇADE GRANT FOR FIRST ASSEMBLY OF GOD FOR THE FUSION BUILDING** in the amount of \$20,000.00 be approved. Economic Development Coordinator Steve Brown presented the next 3 items. The façade request was to approve amount for roof and safety improvements to structure at 335 Sabella. Council was informed replacing the fire escape allowed for loft living and retail space. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Strand, that the **TIF UPPER STORY HOUSING LOAN FOR FIRST ASSEMBLY OF GOD FOR THE FUSION BUILDING** in the amount of \$25,000.00 be approved. Request to approve eligible amount for 2nd floor conversion into (5) 2 man dorms at the building. Council Member Kortkamp applauded the work of the

members for the youth of the community but indicated the return on the dollar was not there for the project and would be voting no. Council Member Barra also expressed concern in the use of the TIF dollars to all one project. Council Member Blanchard was informed that all criteria was met. On roll call vote, Ayes, Schmidgall, Strand, Blanchard, Abel; Nays, Kortkamp, Barra, Dunn. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the **COMMERCIAL RETAIL TIF LOAN FOR FIRST ASSEMBLY OF GOD FOR THE FUSION BUILDING** in the amount of \$23,447.00 be approved. Request to approve eligible amount for retail opportunity in the 1st floor of the building. On roll call vote, Ayes, Schmidgall, Strand, Blanchard, Abel, Dunn; Nays, Kortkamp, Barra. Motion Carried.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **ILLINOIS HOUSING AUTHORITY PRIVACY POLICY FOR SINGLE FAMILY OWNER OCCUPIED REHABILITATION/HOME PROGRAMS** be approved. On roll call vote, all present voted Aye.

RESOLUTION NO. 49 - 10/11

ACCEPTING GRANT FROM ILLINOIS HOUSING DEPARTMENT AUTHORITY

Motion by Council Member Barra, seconded by Council Member Strand, that **Resolution No. 49-10/11, Accepting Grant from Illinois Housing Department Authority for Single Family Owner Occupied Rehabilitation program (SFOOR) in the amount of \$253,000.00, be adopted.** On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Schmidgall, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION JOINT AGREEMENT for traffic signal upgrades IL 29 at Derby and Koch Streets, be approved.** Public Works Director Joe Wuellner presented the next 4 items. Pekin's participation in the state project (10-00181-00-TL) for traffic signal to flash yellow turn arrow. On roll call vote, all present voted Aye

RESOLUTION NO. 50 - 10/11

APPROPRIATING MOTOR FUEL TAX

Motion by Council Member Abel, seconded by Council Member Schmidgall, that **Resolution No. 50-10/11, Appropriating MFT in the amount of \$2,750.00 for share of IDOT agreement of signal upgrades IL 29 at Derby and Koch Streets, be adopted.** Funding for the City share of \$2,532.00 to the project. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION JOINT AGREEMENT for traffic signal upgrades at 8 City locations,** be approved. Pekin's participation in the state project (10-00180-00TL) for traffic signals to flash yellow left turn arrows at Margaret, Allentown, Sheridan, Manito Blacktop, 14th, Parkway, Valle Vista and Barney Intersections. On roll call vote, all present voted Aye

RESOLUTION NO. 51 - 10/11

APPROPRIATING MOTOR FUEL TAX

Motion by Council Member Blanchard, seconded by Council Member Barra, that **Resolution No. 51-10/11, Appropriating MFT in the amount of \$6,000.00 for share of IDOT agreement of signal upgrades at 8 City locations, be adopted.** Funding for the City share of \$5,390.00 to the project. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel encouraged the community to join in on Saturday for the celebration of the Fire Department 150 Year Anniversary at Fire Fest Days Downtown. Mayor Dunn also announced that a ceremony honoring fallen firefighters and Veterans was planned for the event.

Council Member Blanchard wished all a Happy Mother's Day.

Solid Waste Director Greg Ranney expressed appreciation to the community for their part in the

Recycling Program and reminded participants to place glass in a paper sack within the bin for safety of the handlers. All other items could co-mingle.

Bill Gilroy, 1312 South 11th Street, stated he was not supportive of the approval of the loans to First Assembly of God. He also felt the City should sell property that they own or they just have expenses in maintaining.

Scott Jackson, 1410 DelRay, representing the support group for saving West Campus addressed Council on questions concerning, owner Merl Huff, Developer Tom Tincher, and OmniLec utilizing the campus for parking. Charles Hutchinson, 10 South 2nd Street, reported that he had over 3,000 members on Face Page joining in the efforts to save. The two gentlemen were told that the building was not in immediate danger of being demolished.

Steve Moore, 2010 Westgate, advised that the community had an option for recycling paper that was setup in front of Pekin Paperbroad where the dumpster reads that the proceeds also were donated to the House of Hope.

EXECUTIVE SESSION

Motion by Council Member Kortkamp, seconded by Council Member Strand, that the Council move to Executive Session at 7:35 P.M. to discuss **5ILCS 120/2 (c) 1. Personnel** – 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) 5. Acquisition of Property** – The purchase or lease of real property for the use of the public body and **5 ILCS 120/2 (c) 6. Acquisition of Property** – The Setting of a price for sale or lease of property owned by the public body. 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 8:10 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR APRIL 2010

	APRIL 2009	MARCH 2010	APRIL 2010
TRAFFIC TICKETS	655	462	455
WARNING TICKETS	288	336	302
OFFENSES	539	433	495
ARRESTS	250	187	224
PARKING TICKETS	233	293	252
STOPS	524	867	874

CITY ORDINANCE TICKETS FOR APRIL 2010

NUMBER OF TICKETS WRITTEN 79
NUMBER OF TICKETS PAID OVER THE COUNTER 21
FINES COLLECTED OVER THE COUNTER \$5000

IMPOUNDED VEHICLES FOR APRIL 2010

TOTAL VEHICLES IMPOUNDED: 54
AMOUNT OF FINES COLLECTED: \$23,500

OFFENSES

DRUG RELATED	5
DUI	20
DWLS/R	27
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	0
DRUGS/DWLS-R	1
DUI/UOW	0
DUI/DWLS	1
TOTAL	54

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MAY 7, 2010 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Denny Kief, Ted Miller, Kurt Nelson, Tim Gillespie, Will Taylor. Also present: Sue Ann Kortkamp, Lee Ann Wrhel.

Old Business:

1. *New Pedestrian Light – Parkway @ Coal Miners*

Joe approached the Pekin Park District about sharing the cost. They are not interested in sharing the cost. Enforcement will be stepped up again, with the thought in mind that the transition of the activities at Coal Miner's Park to the new south side park will alleviate the concerns in this location.

2. *Parking Concern – 2000 Block of Highwood*

Residents in attendance in response to letters they received from the Traffic Safety Committee regarding this issue:

Barry Bowers - 2010 Highwood

Rosemary & David Detweiler – 2017 Highwood

Gary Morrison – 2011 Highwood

A letter was received from Donald Rockhill – 2006 Highwood. Dick & Dorothy Barker, 2001 Highwood, came in and voiced their thoughts to Ted as they were unable to be in attendance at the meeting.

The residents who have voiced concerns are not in favor of the parking restriction.

Mr. and Mrs. Barker are concerned about the brush on the one side of the road as being a visibility issue. Mr. Morrison feels that speeders are the issue.

Tim stated that this matter came to him due to a truck that was parking on the curve and obstructing visibility.

Mr. Bowers spoke on this matter because the truck in question is his work truck that he parks in front of his property, but not in front of his house. He presented pictures and a detailed account of the measurements involved. He indicated that the reasons he parks the truck in that location are that he would have to shuffle vehicles in his driveway too much and his wife doesn't want to look at the truck out the picture window. The truck is gone from 6 a.m. to 6 p.m. daily.

The Police Department will put the radar trailer in this location to monitor the traffic. This item will be put back on the August agenda to see if there is a problem that needs to be addressed and the residents will be notified if it appears that there continues to be an issue in this location.

Denny also informed the residents that the most the Traffic Safety Committee would be able to do would be to make a recommendation to City Council. City Council has the final word in these matters.

3. *Blocked Mailboxes*

There is no federal law that addresses this issue and the Police Department was unable to locate a municipality that regulates this situation. The Police Department will work for voluntary compliance as complaints are received.

4. *Tazewell Road Signage*

(“Children at Play” or “School Bus Stop”)

These type signs are no longer posted, they generate more problems than solutions. Speed enforcement will be stepped up on Tazewell Road.

5. *Snow Ban Parameters (218 Prince)*

There will be no further discussion on this matter. Ted has spoken with the complainant several times. The streets have to be plowed. The resident was issued the ticket and has been given options to explore.

6. *Parking Space – 10 Block N. 4th Street*

Will wrote the ticket. The motorist was half in/half out of the parking space. The sign cannot reasonably be moved. The area will be left as is.

7. *Parking Concern*

400 Block S. 7th Street – 400 Block Haines

Letters were sent to these residents asking for their input regarding parking permit stickers for residents due to the 2-hour parking restriction in their neighborhood. Residents in attendance regarding this issue were:

Louis & Bonnie Klockenga – 701 Washington

Travis Regan – 402 S. 7th

Bruce McCoige – 401 Haines

Ron Knautz – 503 S. 8th

The committee received a petition signed by people from 28 households (there are approximately 50 households in this neighborhood area) from 400 & 500 blocks of S. 7th and S. 8th, Haines and Hillyer requesting that the 2-hour parking restriction be eliminated. They also stated that if the signs stay, they need to be updated as they are hard to read and notice.

Travis Regan, Bruce McCoige and Ron Knautz are in favor of keeping the restrictions in place and offering permits for residents.

Ted is opposed to a permit process. From an enforcement perspective it would be extremely difficult to support.

The restriction was originally put in place years ago to address the issue of employees of downtown businesses, area schools and the post office parking all day in this neighborhood. This situation has changed over the years.

Will made a recommendation to keep the parking restriction in place on Haines, St. Joseph and S. 6th and lift the parking restriction on the other streets involved. Denny made a motion to defer action to the June meeting to consider Will's recommendation. All in favor.

New Business:

1. *2-hour parking on S. 7th from Washington to Hillyer*

This is the same issue as Old Business #7 above.

2. *Signage for cell phone usage in school zones*

It appears that citizens are not aware of the new law in place regarding cell phone use while driving in school zones and work zones. The Pekin Times has done a story on it. It could be run on Channel 22. An officer asked if signage could be incorporated with school zone signs. This is an enforcement issue.

3. *Downtown Metered Parking*

Steve Brown, Economic Development and Leigh Ann Matthews, Pekin MainStreet, attended the meeting asking for consideration to remove the parking meters in lots A and B downtown. The meters collected \$590 in 2009. Ted made a motion to pull the meters on a trial basis (leaving the pedestals in place) and make those parking spaces the same as the others in the lots (2-hour). Will seconded the motion. All in favor.

4. *Temporary Stop Signs @ light controlled intersections*

This becomes a traffic safety issue when we experience power outages. The Street Department has to be called out to put up the temporary signs and at times there are not enough signs available. Temporary collapsible stop signs mounted on traffic control light poles would make this operation more efficient. It is unknown at this time how many signs would be needed. The idea is to start with the heavily traveled intersections. Denny made a motion to purchase one as a sample and pursue this idea. Seconded by Tim. All in favor.

5. *Speeding Traffic 1400 Block of Camden*

There was a traffic study done in this location in the recent past. The study produced no issues. The area will be left as is. Enforcement will be stepped up in connection with the next item on the list.

6. *Traffic Concern on N. 14th between Bellaire and Camden*

Terry Henrichs, 1303 Coolidge, 267-5160, 347-1665, attended the meeting with his concern about traffic in this location when school is let out for the day. He would like to see parking available on the west side of the street. In response to this concern, patrol did go out and monitor this location for a week. The officer was more concerned with speeding. The police will be monitoring the speed in this location and collecting data.

7. *Blinking Stop Signs – Derby @ S. 10th*

Will has been approached with concerns regarding traffic disregarding the stop sign westbound in this location. He asked if a blinking stop sign could be placed there for a while. The sign from Park Avenue will be moved to this location.

8. *Committee Member Appointments*

The chairman of the committee will go from Joe Wuellner to Ted Miller. Tim Gillespie has been re-appointed.

Around the Table

Tim received a complaint from a citizen regarding trees that need to be trimmed eastbound Broadway at 8th street intersection.

Tim asked about the fence that has been taken down behind a residence in Deerfield Estates that backs up to S. 5th Street. It appears that the resident is placing cars for sale in this location. This will be checked for a code violation.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JUNE 4, 2010 @ 8:30 A.M.

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Agenda
February 11, 2010; 4:00 pm

Present: Sharon Conklin, Dennis Franks, Barb Meskiman, Greg Nelson, Pamela Anderson, Perry Martin, Tammy Helm, Roy Davis, Jim Deford, & Christopher Meskiman

- I. Welcome and introductions
- II. Approval of the January minutes: C. Meskiman 1st; T. Helm 2nd; all ayes
- III. Guest speaker – City of Pekin Police parking enforcement (Greg Nelson, Deputy Chief of Police)
 - A. ADA parking can be enforced on public and private property if legally marked with pavement markings and a sign that shows the correct fine amount (\$250 City of Pekin; \$250 State of Illinois – jurisdictions within the State are able to go to a maximum of \$350; City of Peoria is \$350)
 - B. It is the business responsibility to update the fine amount on the sign
 - C. Best way to address incorrect fine amounts on signs is to first request to speak with business manager/owners to update the sign
 - D. Coalition for Citizens with Disabilities has fine \$250 amount on stickers available for purchase for \$5.00 to put on ADA parking signs with incorrect fine amount; to update the signs
 - E. No legal standing to enforce vans vs. cars ADA parking;
 - F. If no ADA license plate or placard in window and in a proper ADA parking space than can issue a ticket
 - G. No warnings issued for ADA parking
 - H. A time restricted or metered parking space does not apply if car has ADA license plate or placard

Next meeting: March 11, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Agenda
February 11, 2010; 4:00 pm

- I. If there is a violation of ADA parking – report violation to non-emergency number 309/346-3132
 - J. City of Pekin has a parking enforcement officer for mainly the downtown area and then the police officers are responsible for their areas outside of the downtown area (compliant basis)
 - K. It is an enforceable violation if a car is blocking the access to sidewalk use – call non-emergency number and report
 - L. Gas stations with the ADA insignia on fueling station – if car is properly marked ADA (license plate or placard), gas station attendants will come out and pump gas
 - M. A question was asked about snow on sidewalks and having wheelchair users using the street – G. Nelson responded that there is no regulations for shoveling sidewalks
 - N. Committee members will make a list of business ADA signs that are not listing the correct fine amount and bring the list to the March meeting. The list will be compiled and then a letter from the Pekin Police Department will be sent out asking that they update the fine amount on the signs.
- IV. Old business –
- A. County Jail ADA accessible? Yes
 - B. Disability awareness sub-committee meeting date – meeting date of February 25, 2010 at 10am was set on calendar.
 - C. Clearing snow from sidewalks follow up – City of Pekin discussed this issue at the weekly staff meeting – there is less liability if do nothing; hardly any liability if shovel sidewalks (tort immunity law); if shovel sidewalks need to do a decent job

Next meeting: March 11, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Agenda
February 11, 2010; 4:00 pm

- D. Bike safety program – this event is held in April/May and is usually hosted by Pekin Fire Department and Kiwanis
- V. Correspondence – none received
- VI. Around the table
 - A. C. Meskiman – Coalition for Citizens with Disabilities is going through staff changes (Director / Assistant Director); this organization is meeting in the Pekin City Council chambers on Friday, February 12, 2010 at 4pm. They will be discussing changes to the ADA law, services for Advocates for Access and officers.
 - B. P. Martin asked whose responsibility is it to enforce ADA laws (ramps, parking, etc) for the Dr. Offices. Response was to first speak with doctors office, then code enforcement / Advocates for Access
 - C. R. Davis asked about the public transportation going before Council. City staff informed attendees that the Citi link contract was being presented to City Council on February 22 (next Monday) at 5:30pm and requested those that participated in the Public Transportation ad-hoc committee attempt to attend the meeting. There was some discussion on why the added 3rd Para-transit bus would only stay in Pekin. The purpose of the 3rd bus is to alleviate the deviation of routes for the two buses that are on a fixed route. If a rider needs to go to Peoria and is using the 3rd Para-transit bus; than the 3rd Para-transit bus can drop them off at the Court House and they can transfer to the hourly Pekin – Peoria bus.

Next meeting: March 11, 2010 at 4:00 pm

**City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Agenda
February 11, 2010; 4:00 pm**

VII. Adjourn – no quorum at end of meeting

Next meeting: March 11, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
March 11, 2010; 4:00 pm

Present: Libby Holbrook, Christopher Meskiman, Jim Deford, Roy Davis, Pamela Anderson, Sharon Conklin & Barb Meskiman

- I. Welcome and introductions
- II. Approval of the February minutes (did not write down who 1st/2nd; therefore, review and approval at May minutes)
- III. Old business –
 - A. Coalition for Citizens with Disabilities update
(staff changes, ADA law changes, services)
 - 1. 4/24 training for doctors that deal with people with disabilities; \$70 at ICC
 - 2. J. Meskiman has received the stickers for the ADA parking signs; he reminded us about the 16 ft. striped area
 - 3. There have been no attendees at the CCD meetings – possible restructure / disband
 - B. Public transportation
 - 1. IPMR screens people for disabilities for City Link in Peoria
 - 2. beginning on March 1st, 2010 the extended hour program has begun; already having people ride during the extended hour
 - C. Business ADA sign feedback
 - 1. National City bank has \$100.00 posted on their ADA parking signs
 - 2. Staples has incorrect fine amount on their ADA parking signs
 - 3. TCRC and City of Pekin ADA parking spaces are lined on the incorrect side
 - 4. P. Martin will be bringing in a list
 - 5. Committee members will bring in lists at next meeting

Next meeting: April 8, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
March 11, 2010; 4:00 pm

D. Disability awareness sub-committee meeting

1. R. Davis will be checking for the availability of using impairment glasses from the Sight Center

E. Bike safety program – City staff will keep
Committee members updated

IV. New business - none

V. Correspondence - none

VI. Around the table - none

VII. Adjourn

Next meeting: April 8, 2010 at 4:00 pm

Pekin Zoning Board of Appeals
May 12, 2010

Present:

Marilyn Kelso
Mary Lanane
Gary Sciortino, Vice Chairman
Bob Barra
Ron Boehm

Absent:

David Moehring, Chairman
Michael Walker

Staff Present: Ron Sieh, & Attorney Burt Dancey

Gary Sciortino, Vice Chairman led the pledge of allegiance.

Gary Sciortino, Vice Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Gary Sciortino, Vice Chairman asked for approval of the Agenda.

MOTION by Bob Barra seconded by Marilyn Kelso to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Gary Sciortino, Vice Chairman asked for approval of the February '2010 Meeting Minutes.

MOTION by Marilyn Kelso seconded by Bob Barra to approve the February '2010 Meeting Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: 9 Letters were hand delivered for the Hearing request. (2) Responses were received 1) Neighbor at 2101 Maryland Ct/Concerned with the location and noise level and then called back and said if the other neighbors had no problem she didn't either. 2) From a member of the Home Association Board/A letter from the Home Association will be required stating approval before a permit can be issued if the ZBA approves this request.

Hearing #1: Andrew Volz, Owner, a 9' variance to allow a Swimming Pool in the Front Yard currently not allowed in the Zoning Code at 2408 Arlington Circle in Tazewell County.

Open Public Hearing: 5:07PM

Andrew Volz stated his case, shared numerous pictures from different angles and remained for questions.

Mary Lanane inquired if the reason for the variance is because according to code a corner lot is considered as having two front yards.

Ron Sieh confirmed her inquiry.

Close Public Hearing: 5:18PM

MOTION by Marilyn Kelso seconded by Bob Barra/Ron Boehm to **Approve** the 9' variance request to allow a Swimming Pool in the Front Yard currently not allowed in the Zoning Code at 2408 Arlington Circle. On roll call vote, all present voted **AYE**.

MOTION by Bob Barra seconded by Mary Lanane to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:35pm

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes
May 12, 2010

Present:
Jim Jones
Steve Huey
Bill Craig, Chairman
Ron Knautz
Don Hild
Kyle Peebles
Jim Bradshaw

Absent:
Dick Cohenour
Scott Plotner, Vice Chairman

Chairman Bill Craig led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh and City Attorney Burt Dancey.

Chairman Bill Craig asked for approval of the Agenda.

MOTION by Ron Knautz, Seconded by Jim Jones to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Bill Craig asked for the Approval of the April minutes.

MOTION by Steve Huey, Seconded by Kyle Peebles to Approve the amended April minutes showing that Jim Jones voted "No" for Hearing #10-1799 regarding Lot 27. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

March 22, 2010 Council Meeting:

Received and filed the March 10, 2010 meeting.

Approved the following Hearings: 09-1795; 09-1796; 09-1797/ Site Plan, Rezoning from (AG/Agricultural District to R-2/Single Family Residential District) and Special Use for a Funeral Home for the property located at the corner of Parkway and Velde Drive.

April 26, 2010 Council Meeting:

Received and Filed the April 14, 2010 minutes.

Approved the following Hearings: 10-1798 / The rezoning assignment from AG/Agricultural to PUD/Planned Unit Development for Business Park property located on Route 98.

10-1799 / Approved the Preliminary Plat along with the Final Plat for the Re-Sub of Lot 27. The dedication of the Right of Way was adopted on Griffin Avenue. City also inserted a condition to gain access to Veterans Drive.

10-1800 / Approved the amendment/addition to code 9-13-5B & 9-13-5C-2 for Cell Towers.

PPC Correspondence: (8) Letters were mailed regarding Hearing #3. There was no response.

Application #1: Application #1: Greg Jansen

Hearing #1(10-1802): Rezoning of Property located at 2675 Allentown Rd from B-3 (General Business District) to R-1 (Single Family Residential) with a Legal Description of Sec 6 T24N R4W Lot 13 SW ¼ 3.94AC (Esc Lot 13A) in Tazewell County, Illinois.

Open Public Hearing: 6:33pm

Greg Jansen, 2675 Allentown Rd presented his case and remained for questions.

Close Public Hearing: 6:34pm

Rezoning Review Committee:
Dick Cohenour, Chairman

Due to the absence of the Rezoning Chairman Bill Craig opened to the Commission.

Jim Jones stated that changing this property to R-1 is a step ahead since is the zoning most restrictive of the zonings.

MOTION by Steve Huey, Seconded by Don Hild to Approve the rezoning of 2675 Allentown Rd from B-3 (General Business District) to R-1 (Single Family Residential). On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #2: Principal Construction Management

Hearing #2 (10-1803 & 10-1804): Tract 1, 2 & Exhibit "A" for a Site Plan and Special Use for a Drive Thru Facility pending annexation of Tract 1 & 2 and Zoning Assignment with Legal as described in Insert 1 & 2 in Tazewell County, Illinois.

Open Public Hearing: 6:38pm

Will Helmick, Representative of Southside Bank at 2407 N Main, Peoria was present for questions.

Close Public Hearing: 6:39pm

Site Plan Plat Review Committee:
Don Hild, Chairman

No Committee meeting. Chairman Hild recommended Approval of the Site Plan.

Don Hild inquired if the property was in the City.

Ron Sieh responded that only part of it is, the back parcel needs to be

annexed.

MOTION by Don Hild, Seconded by Ron Knautz to Approve the Site Plan for Special Use for a Drive Thru Facility pending annexation. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Special Use Review Committee:
Steve Huey, Chairman

No Committee Meeting. Chairman Huey recommended Approval of the Special Use.

MOTION by Steve Huey, Seconded by Kyle Peebles to Approve the Special Use for a Drive Thru Facility. On roll call vote, All present voted **AYE**.
MOTION APPROVED.

Application #3: Ben Russell, Representative for AT & T Mobility

Hearing #3 (10-1805 & 10-1806): Site Plan and Special Use for Cell Tower Located at 3000 Court Street with a Legal Description of Sunset Hills Ext #10 Lot 10 and Pin #10-10-12-217-005 in Tazewell County, Illinois.

Open Public Hearing: 6:46pm

Ben Russell, 635 Remington Rd, Schaumburg, IL, Representative for AT & T Mobility remained for questions.

Jim Bradshaw inquired as to why a separate tower is needed and is there no Longer any room available to Co-Locate.

Ben Russell responded that the tower at the Eastside Fire Station was inquired Into and is 175' with only 135' available. The RF Engineer felt 190' is needed to provide adequate service on the Southeastern part of the City. The proposed tower at 3000 Court will be 175'.

Close Public Hearing: 6:47pm

Ron Knautz asked if Mr. Russell had seen the letter received by the Commission back in March from Steve Thompson, TPCCC with his concerns.

Ben Russell stated yes he in did see the letter and spoke briefly with Mr. Thompson. He made several attempts to contact Mr. Thompson to arrange for a meeting between the two of them and the RF Engineer to clarify Mr. Thompson's concerns. He unsuccessful in the attempt. However he wanted to let the Commission know that Mr. Thompson states the City operates at 800mgz. AT&T operates at 1900mgz.

Ron Knautz if safety of the residents is at risk he would not be in favor of this request. He inquired if another site would be available.

Ben Russell again stated that Mr. Thompson was never available to resolve the issues he had with the tower. He felt that any type of upgrade or tower attempted by any company would become a safety issue.

Steve Huey questioned whether this placement met all of the codes.

Jim Bradshaw quoted code 9-13-2 purpose/section C and felt this request does meet the code in his opinion. Is main concern is hearing from TPCCC due to the lack of qualifications to make that decision. He questioned Mr. Russell as to the tower at Eastside Fire Station being sufficient to co-locate.

Ben Russell stated that he would need to speak with the RF Engineer before confirming that option. Pointed out that optimal service would not be met. He continued to state that they are currently co-located at the River and Stadium. Other towers are full which prevents the height needed to provide sufficient service. Due to the expense they have tried to deflect from erecting a new tower. The demand for service, people wanting internet in their homes has increased which in turn has brought them here with the request.

Bill Craig stated all options need to be exhausted before a new tower can be considered. Industrial zones are a preference of the City for towers. Bill stated he is concerned that the requested location is so close to the residential area.

Attorney Burt Dancey advised the Commission and Mr. Russell that all options have to be exhausted with documentation before a tower can be approved by the Commission or even considered to be approved by the Council. He also stated that he will contact Mr. Thompson and stress he needs to meet with the Mr. Russell and the RF Engineer to get the Safety issues resolved.

MOTION by Jim Jones, Seconded by Kyle Peebles to Approve the Site Plan and Special Use for a Cell Tower at 3000 Court.

Jim Jones and Kyle Peebles rescinded the motion and second so the request could be tabled.

MOTION by Ron Knautz, Seconded by Kyle Peebles to Table the Site Plan and Special Use for a Cell Tower request until Documentation is provided for other Site options and Safety issues are resolved in the form of a letter from Mr. Thompson. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Site Plan Review Committee:
Don Hild, Chairman

Had no recommendation and turned the request over to the commission.

Special Use Review Committee:
Steve Huey, Chairman

Business Hearings #10-1800 & 10-1801:

Ron Sieh presented the changes and reason why they are needed. He explained the difference between electronic signs in a "B" zone and Billboards only allowed in an Industrial zone. He stated the addition of this code will apply to all electronic signs and billboards which are in the future.

Removal of the wording "and 250 feet in all other zoning districts" under 9-10-12-1E

Adding of 9-10-8B-4 Nonconforming signs in existence may be continued until replacement or repair of any portion of the sign would exceed 50% of the replacement cost.

Amendments to Code:

9-1-2 Definition
Amending Sign Code

And

Code Change to include Electronic Signs with Regulations by adding 9-10-12 and 9-10-8B-4

MOTION by Steve Huey, Seconded by Ron Knautz to Approve the amendment to the code as follows: 9-1-2 Definition, Amending Sign Code and Code Change to include Electronic Signs with Regulations by adding 9-10-12 and 9-10-8B-4. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

MOTION by Ron Knautz, seconded by Kyle Peebles to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:26pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
May 12, 2010

HEARING #10-1802

The Pekin Planning Commission recommends the approval of the Rezoning of Property located at 2675 Allentown Rd from B-3 (General Business District) to R-1 (Single Family Residential District) to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
May 12, 2010

HEARING #10-1803

The Pekin Planning Commission recommends the approval of the Site plan for Special Use for a Drive Thru Facility pending annexation to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
May 12, 2010

HEARING #10-1804

The Pekin Planning Commission recommends the approval for the Special Use for a Drive Thru Facility pending annexation to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
May 12, 2010

HEARING #10-1805 & 10-1806

The Pekin Planning Commission tabled the request for a Site Plan and Special Use for a Cell Tower located at 3000 Court until documentation is provided for other Site options and Safety issues are resolved in the form of a letter from Mr. Thompson of TPCC.

Bill Craig, Chairman

Scott Plotner, Vice Chairman



**Tazewell/Pekin
Consolidated
Communications
Center**

1130 Koch Street
Pekin, Illinois 61554
Phone (309) 478-5410
Fax (309) 477-2302
Steven F. Thompson, ENP, Director

March 3, 2010

Mr. Ron Sieh
Code Enforcement Officer
Inspections Department
City of Pekin
111 S. Capital St.
Pekin, IL. 61554

Dear Ron,

I am sending you this correspondence in protest of locating a cellular tower at the Sunset Lanes Bowling facility on Court St. I am voicing my objection on the concern for the safety of our police officers and firefighters who respond to that facility.

Currently communications within the Sunset Lanes Bowling Facility is marginal at best. We operate an 800 MHz trunked radio system. This system must penetrate that building in order to successfully communicate with our public safety employees. At this time the "noise floor" at this location is very loud, and makes the signal weak. With the addition of an RF tower at this location only more "noise" will be produced. It is my concern, and belief that this noise will make it nearly impossible for our system to penetrate this building.

I strongly protest the placing of a Cellular Tower at this location, and urge the City of Pekin to deny the permit on these grounds. It is our duty to protect as best we can the lives of our police officers and firefighters.

Respectfully,

Steven F. Thompson, ENP
Director

SITE PLAN CHECKLIST
For Special Use Request

Name AT & T Mobility
Address 3000 Court Street (10-10-12-217-005)
Phone # (847)833-1158
Contact Person Ben Russell

09-1793
~~09-1794~~
09-1794
10-18054
10-1806

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	✓		Sunset Hills Ext. 10, Lot 2	
2.	Local Cross Streets	✓		OK	✓
3.	Lot Layout, Dimension and Setbacks	✓		OK	✓
4.	Public Access	✓		OK	
5.	Easements	✓		SHOWN	
6.	Sanitary Sewer Locations, Size	N/A		Existing	
7.	IEPA Sanitary Sewer Permit	N/A		N/A	
8.	Storm Sewer Location and Size	EXISTING		Existing	
9.	Proper Zoning (Current) B-3	VARIES/ SPEC USE		NOTE #1	
10.	Parking Spaces and Surface	NO PARKING LOT		NOTE #2	
11.	Sidewalks	✓		OK	
12.	Landscaping	✓		OK	
13.	ADA Compliance	✓		OK	
14.	Driveway Openings (curb cuts)	EXISTING		OK	
15.	TIF Area	NO		N/A	
16.	Signage Exterior	N/A		OK	
17.	Lighting Exterior	✓		OK	
18.	Floor Plan Shown and Dimensions	✓		OK	
19.	Screening or Fencing - Barbed Wire or Electric	✓		OK	
20.	Loading and Unloading Areas Shown and Dimensions	N/A		N/A	
21.	Fire Hydrant Location	EXISTING		OK	✓
22.					
23.					

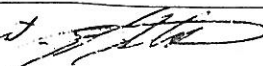
24.

Public Works Comments: There are specific requirements for determining where these are located. If this site meets those requirements then I see no problems.

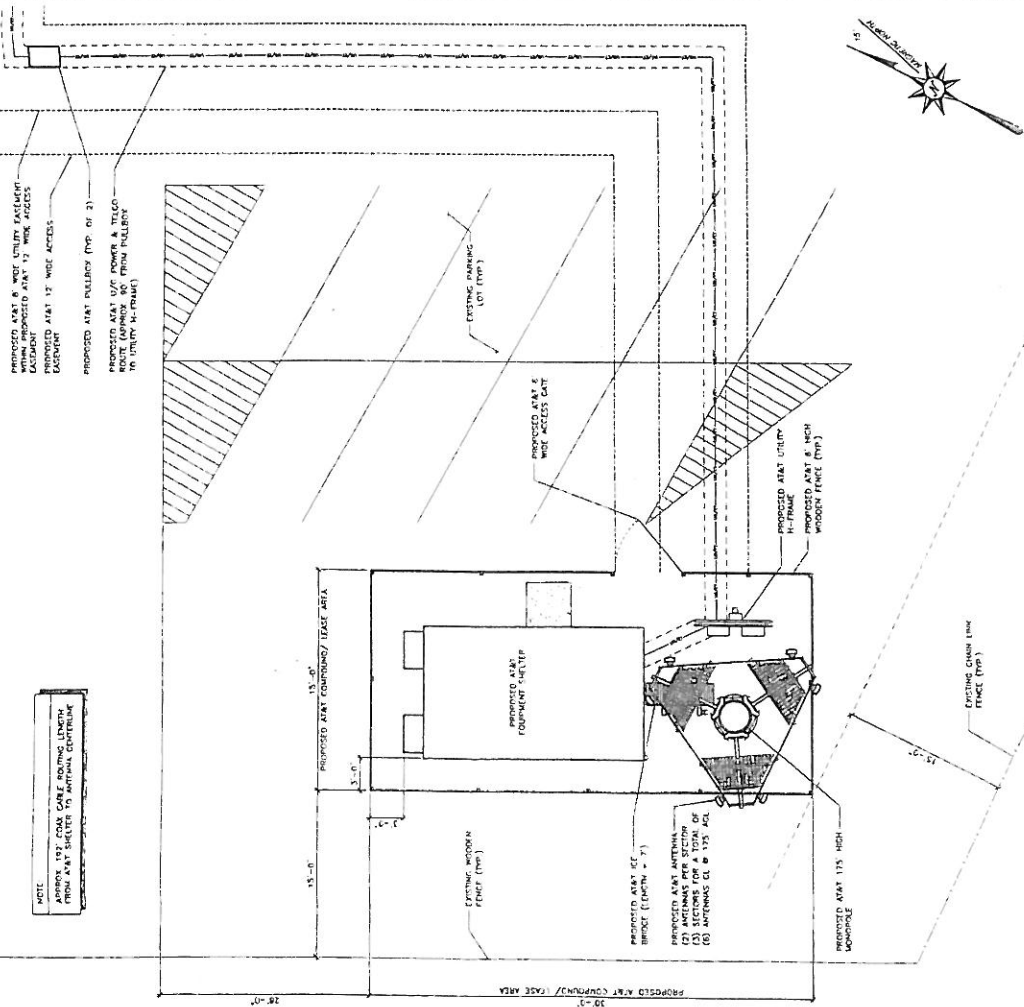
City Engineer Comments:

Code Enforcement Comments: Note #1: See Zoning Code 9-13-4A thru C and 9-13-5A thru C specifically 9-13-5A3 and 9-13-5C 8e Note #2: See 9-10B-1-D Existing Parking Facilities

There is an existing antenna at the East Side Fire Station that is capable of accepting additional antennas which was required at the construction of that antenna.

Fire Chief Comments: *Concur with Code Enforcement* 

Other Comments:



ENLARGED SITE PLAN		 635 REMINGTON RD. SUITE A SCHLAUWING, IL 60173 www.sacw.com		 930 NATIONAL PKWY 4TH FLOOR SCHLAUWING, IL 60173		IL5690 PEKIN HEIGHTS 3000 COURT STREET PEKIN, IL 61554		1 EAST ELEVATION		0 (1,5') 6" SCALE: 3/16" = 1'-0" (3/16") (0.00) 3/24" = 1'-0" (1/16")		0 (1,5') 6" SCALE: 3/16" = 1'-0" (3/16") (0.00) 3/24" = 1'-0" (1/16")		2	
												SHEET TITLE:			
												ENLARGED SITE PLAN & EAST ELEVATION			
												SHEET NUMBER			
												SCALE			
												IL5690-03			



VICINITY MAP

IL5690 300 COURT ST



W I N S T E N
11500 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE: (619) 229-6023

Pekin Planning Commission
May 12, 2010

HEARING #10-1807

The Pekin Planning Commission recommends the approval of the following Code Amendment:

9-1-2 Definition
Amending Sign Code

And

Code Change to include Electronic Signs with
Regulations by adding 9-10-12 ~~9~~ 9

And including 9-10-8B-4

to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

CITY OF PEKIN

INVESTMENT EARNINGS

TWELVE MONTHS ENDED APRIL 30, 2010

FUND	ANNUAL BUDGET	12 MONTH BUDGET	ACTUAL 4/30/10	ACTUAL 4/30/09	ACTUAL DIFFERENCE	4/30/10 ACTUAL COMPARED TO BUDGET
General	\$ 298,000	\$ 298,000	\$ 282,636	\$ 257,552	\$ 25,084	\$ (15,364)
Sewerage	104,000	104,000	107,842	58,720	49,122	3,842
Solid Waste	0	0	6,751	43,485	(36,734)	6,751
Motor Fuel Tax	78,000	78,000	29,428	48,829	(19,401)	(48,572)
TIF	31,000	31,000	55,786	34,409	21,377	24,786
Capital Projects	53,000	53,000	49,529	22,105	27,424	(3,471)
School Bus	31,000	31,000	32,457	13,858	18,599	1,457
Insurance	30,000	30,000	6,951	18,630	(11,679)	(23,049)
Economic Development	165,000	165,000	0	152,645	(152,645)	(165,000)
TOTALS	<u>\$ 790,000</u>	<u>\$ 790,000</u>	<u>\$ 571,380</u>	<u>\$ 650,233</u>	<u>\$ (78,853)</u>	<u>\$(218,620)</u>
Overall Percentage Actual Over (Under) Budget & Prior Year Actual					<u>-12.13%</u>	<u>-27.67%</u>
TOTALS - 1/31/2010	<u>\$ 790,000</u>	<u>\$ 592,500</u>	<u>\$ 462,766</u>	<u>\$ 553,477</u>	<u>\$ (90,711)</u>	<u>\$(129,734)</u>

CITY OF PEKIN
MAJOR REVENUE SOURCES
TWELVE MONTHS ENDED APRIL 30, 2010

	Annual Budget	Prorated Percent	Prorated Budget	4/30/10 Actual Received 12 Months	Actual as a Percent of Budget	Actual Over(Under) 12 Month Budget	4/30/09 Actual Received 12 Months
<u>General Fund</u>							
Property Taxes	\$1,721,674	100.00%	\$1,721,674	\$1,785,345	103.70%	\$ 63,671	2,182,753
State Sales Taxes	5,100,000	100.00%	5,100,000	4,657,348	91.32%	(442,652)	5,041,613
Home Rule Taxes	3,900,000	100.00%	3,900,000	3,797,315	97.37%	(102,685)	4,002,526
Income Taxes	2,920,000	100.00%	2,920,000	2,187,720	74.92%	(732,280)	2,940,521
Replacement Taxes	1,120,000	100.00%	1,120,000	1,055,565	94.25%	(64,435)	1,215,965
Telecommun. Tax	1,205,000	100.00%	1,205,000	1,109,075	92.04%	(95,925)	1,193,957
Use Tax	460,000	100.00%	460,000	404,706	87.98%	(55,294)	437,955
Local Use Gas Tax	290,000	100.00%	290,000	283,047	97.60%	(6,953)	302,844
Food & Beverage Tax	800,000	100.00%	800,000	826,091	103.26%	26,091	0
Package Liquor Tax	200,000	100.00%	200,000	150,952	75.48%	(49,048)	0
Investment Earnings	298,000	100.00%	298,000	282,636	94.84%	(15,364)	257,552
Fees for Services	884,250	100.00%	884,250	1,046,608	118.36%	162,358	902,700
Fines & Forfeits	636,650	100.00%	636,650	679,735	106.77%	43,085	630,975
SUBTOTAL-General	<u>19,535,574</u>	<u>100.00%</u>	<u>19,535,574</u>	<u>18,266,143</u>	<u>93.50%</u>	<u>(1,269,431)</u>	<u>19,109,361</u>
<u>Sewerage Fund</u>							
Fees for Services	2,695,000	100.00%	2,695,000	2,387,946	88.61%	(307,054)	2,519,504
Investment Earnings	104,000	100.00%	104,000	107,842	103.69%	3,842	58,720
<u>Motor Fuel Tax Fund</u>							
Motor Fuel Taxes	890,000	100.00%	890,000	852,563	95.79%	(37,437)	891,689
Investment Earnings	78,000	100.00%	78,000	29,428	37.73%	(48,572)	48,829
<u>TIF Fund</u>							
Property Taxes	566,500	100.00%	566,500	534,617	94.37%	(31,883)	503,668
Sales Taxes-City	240,000	100.00%	240,000	326,267	135.94%	86,267	317,682
Sales Taxes-State Alloc.	190,000	100.00%	190,000	216,460	113.93%	26,460	153,824
Investment Earnings	31,000	100.00%	31,000	55,786	179.95%	24,786	34,409
<u>School Bus Fund</u>							
Fees for Services	1,711,503	100.00%	1,711,503	1,735,324	101.39%	23,821	1,755,472
Investment Earnings	31,000	100.00%	31,000	32,457	104.70%	1,457	13,858
<u>Vehicle Maint. Fund</u>							
Fees for services	<u>1,334,893</u>	<u>100.00%</u>	<u>1,334,893</u>	<u>1,034,719</u>	<u>77.51%</u>	<u>(300,174)</u>	<u>1,144,619</u>
TOTALS	<u>27,407,470</u>	<u>100.00%</u>	<u>27,407,470</u>	<u>25,579,552</u>	<u>93.33%</u>	<u>(1,827,918)</u>	<u>26,551,635</u>
TOTALS - 1/31/10	<u>27,407,470</u>	<u>77.25%</u>	<u>21,171,321</u>	<u>19,772,519</u>	<u>93.39%</u>	<u>(1,398,802)</u>	<u>20,765,616</u>



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Joint Agreement with IDOT – IL29 Resurfacing and Traffic Signal Work

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the joint agreement with the Illinois Department of Transportation (IDOT) for the traffic signal upgrade work on IL29 at Derby and Koch Streets.

BACKGROUND: This is a traffic signal upgrade to the signals at Derby and Koch Streets. The City's portion of this project is estimated to be \$557.00. The work involves upgrades to the controller, cables, and bonding to improve the safety of the signals. This project will be on the May letting for IDOT and is to be completed this summer. I am requesting the allocation of \$600.00 of MFT funds to cover the cost of this work.

I recommend that the joint agreement and associated MFT resolution be approved.

FINANCIAL IMPACT: \$600 of MFT funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project to upgrade traffic signals on IL29 will be done

IMPACT IF DENIED: Project to upgrade traffic signals on IL29 will be delayed until this issue can be resolved

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

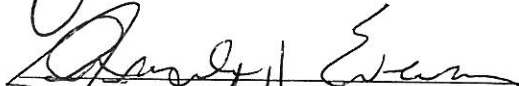
Department Director



5/18/10

Date

Finance Department

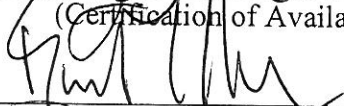


(Certification of Availability of Funds)

5-18-10

Date

Corporation Counsel

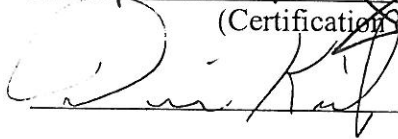


5-18-10

(Certification of Review)

Date

City Manager



5/18/10

Date



CERTIFIED MAIL

Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

May 4, 2010

PROJECT SUPPORT JOINT AGREEMENT

Various Routes

State Section: D4 Signal work 2010-2

City Section: 10-00182-00-TL

Various Counties

Location: Safety bonding and grounding of
existing traffic signal structures

Agreement No.: JN-410-037

Contract No. 68983

Catalog No.: 034458-00D

Mr. Joseph W. Wuellner
Public Works Director
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mr. Wuellner:

Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project for safety bonding and grounding of existing traffic signal structures and the degree to which the state and the city of Pekin will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please have the mayor sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Pekin concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our June 11, 2010 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joe Crowe', written over the typed name and title.

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

RH:kme\ls\mgr1\winword\progdev\agreements\letters\local agency\jn410037.docx

Enclosure(s)

cc: Operations (E. Howald)
Programming (M. Addis)

Program Support (J. Schertz)
Agreements (R. Hopper)

Various Routes
State Section: D4 Flashing Yellow Arrows 2010-1
City Section: 10-00182-00-TL
Peoria & Tazewell Counties
Installation of flashing yellow arrows at various
locations in Peoria and Tazewell Counties
Job No. C-94-103-10
Contract No. 68983
Catalog No. 034458-00D
Agreement No. JN-410-037

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2010, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of modernizing existing signal installations by modifying existing controller cabinets, installing new traffic signal controllers, signal heads, and electrical cable, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

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

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
<u>Traffic Signals:</u>			
IL 29 @ Allentown	2,165 (93.3)	155 (6.7)	2,320
Prelim. Engineering (5%)	108 (93.3)	8 (6.7)	116
Const. Engineering (10%)	217 (93.3)	15 (6.7)	232
<u>Traffic Signals:</u>			
IL 29 @ Parkway, Valle Vista, Manito Blacktop	2,970 (90)	330 (10)	3,300
Prelim. Engineering (5%)	149 (90)	16 (10)	165
Const. Engineering (10%)	297 (90)	33 (10)	330
Remaining Construction	154,400 (10)	0	154,400
Prelim. Engineering (5%)	7,720 (100)	0	7,720
Const. Engineering (10%)	15,440 (10)	0	15,440
TOTALS	\$183,466	\$557	\$184,023

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2010 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance responsibilities for the fiber optic cable, conduit, and handholes installed herein in accordance with the existing Master Agreement executed on May 29, 2001 or in accordance with any such Master Agreement that may be executed in the future.

9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 South Capitol Street, Pekin, Illinois 61554.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Joseph E. Crowe
Deputy Director of Highways,
Region Three Engineer

By: _____
Rusty Dunn, Mayor

Date: _____

Date: _____

Attest: _____
Sue McMillan, City Clerk

(SEAL)

Various Routes
State Section: D4 Flashing Yellow Arrows 2010-1
City Section: 10-00182-00-TL
Peoria & Tazewell Counties
Installation of flashing yellow arrows at various
locations in Peoria and Tazewell Counties
Agreement No. JN-410-037
Contract No. 68983
Catalog No. 034458-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the city of Pekin's maintenance obligations.

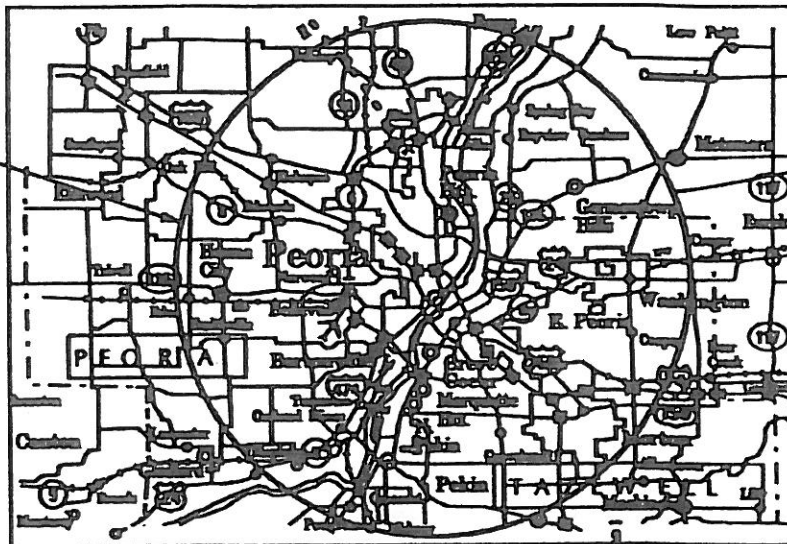
Rusty Dunn, Mayor

Date

LOCATION MAP

VARIOUS ROUTES VARIOUS COUNTIES SECTION D4 SIGNAL WORK 2010-2 C-94-103-10

21 INTERSECTIONS IN
PEORIA COUNTY ALONG
US 24, IL 6, IL 9, IL 29
IL 50, AND IL 116



21 INTERSECTIONS IN
TAEWELL COUNTY ALONG
I-474, US 24, US 150,
IL 29, AND IL 50



**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$600.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2010
(Date)
to April 30, 2011.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on May 24, 2010
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of May, 2010.

(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved _____ Date Department of Transportation _____ Regional Engineer
--



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement for Engineering Services, WWTP#1 Phase 1, with Farnsworth

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the agreement with Farnsworth for engineering services for Phase 1 Waste Water Treatment Plant (WWTP) construction oversight and preparation for final documentation.

BACKGROUND: With the construction work on Phase 1 of the WWTP being scheduled to commence, we need to provide for review of bids, the construction oversight, start-up, and final documentation to be accomplished. The size of this project is beyond what can be reasonably covered entirely by staff and with the amount of equipment and specialty items involved it is in the best interest of the City to have support from the engineering firm responsible for the design. Farnsworth will provide most of the inspection and prepare the final documentation required by the Illinois Environmental Protection Agency (IEPA) to certify the plant for operation. The agreement sets the cost at \$608,000.00 but I anticipate doing as much of the inspection and testing as we can reasonably accomplish in house which will reduce this amount. Funding for this activity is included in the proposed bond for this work but sufficient funds are available within the Sewer Funds.

I recommend that this agreement be approved.

FINANCIAL IMPACT: An amount not to exceed \$608,000 from Sewer Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will provide for complete coverage of all construction oversight activities and documentation requirements of the Phase 1 Upgrades of the WWTP.

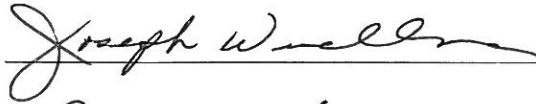
IMPACT IF DENIED: Staff will have to cover the construction oversight and documentation which could delay the project due to availability of personnel.

ALTERNATIVES: Hire additional personnel for this project

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director



4/29/10

Date

Finance Department



(Certification of Availability of Funds)

4-29-10

Date

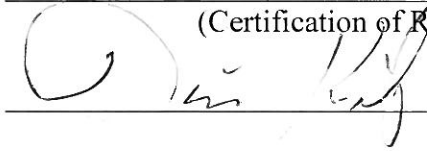
Corporation Counsel



(Certification of Review)

Date

City Manager



4/30/10

Date

AGREEMENT FOR ENGINEERING SERVICES
FOR THE
CITY OF PEKIN, IL WWTP #1 PHASE 1 IMPROVEMENTS

THIS AGREEMENT, made this _____ day of _____, 2010 by and between the CITY OF PEKIN hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC. (FGI), hereinafter referred to as the ENGINEER.

The OWNER intends to construct upgrades to the existing Wastewater Treatment Plant #1 as defined in the Plans and Specifications (Construction Contract Documents) titled "City of Pekin, Illinois STP #1 Expansion Phase 1."

The PROJECT may, in part, be financed with Illinois Environmental Protection Agency (IEPA) Low Interest Loan funds or a Municipal Bond Agreement and a Federal Grant. The effective date of this Agreement shall be the date the parties sign and complete execution of the Agreement. The termination date of the Agreement shall coincide with the completion of the PROJECT.

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

The previous Agreement for Engineering Services dated 12 November, 2007; Item 3 for Construction Administration and Observation Services, shall be null and void and superseded by the terms and conditions of this Agreement.

The previous Agreement for Engineering Services Amendment No. 1 dated 28 April, 2008; Item 3 for Construction Administration and Observation Services, shall be null and void and superseded by the terms and conditions of this Agreement.

WITNESSETH:

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

SECTION A - SCOPE OF ENGINEERING SERVICES

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

A.1. Bidding Services:

The ENGINEER shall provide the following services during the construction phase solicitation for bids from contractors:

- a. Furnish one electronic and two paper sets of the Plans, Specifications and Contract documents to the OWNER.
- b. Provide interpretations of the Contract documents to the bidders, document communications and prepare technical data for addenda to the Contract documents.
- c. Attend and conduct pre-bid conferences with representatives of the OWNER and other interested parties during bidding.
- d. Attend and chair the bid opening with the OWNER.
- e. Review bid tabulations and prepare final Contract Documents for review by OWNER's Attorney and other representatives of the OWNER.
- f. Assist OWNER in satisfying IEPA loan application requirements. (Not in Contract).

A.2. Loan Administration Services (Not in Contract)

- a. Assist OWNER with administrative requirements of the funding source.
- b. Assist OWNER with correspondence, documentation, meetings records required for processing of the records and documentation for the IEPA low interest loan agreement.

Prepare loan disbursement requests, correspondence and other administrative requirements in accordance with procedures of the IEPA low interest loan agreement.

A.3. Construction Phase and Quality Assurance Services

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

- a. Conduct pre-construction conference.
- b. Review and approve any necessary shop and working drawings and component submittals furnished by contractors.
- c. Interpret the intent of the Drawings and Specifications to the contractor(s). The ENGINEER will not, however, guarantee the performance of any contractor.
- d. Provide general engineering observation of the work of the contractor(s) as construction progresses. The Engineer does not guarantee the performance of the Contractor(s). The Engineer's undertaking hereunder shall not relieve Contractor(s) of the obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to ensure that the work is performed in a safe manner.
- e. Provide concrete sampling and concrete sample compressive strength testing.
- f. Review and approve Contractor estimates (pay requests) for progress and final payments. Verify installed unit price quantities and provide field measurement and inspection to verify installed unit quantities for unit price contract work.
- g. Attend construction progress meetings and advise the City of the progress of the work.
- h. Provide technical information, design and documentation to the OWNER for development of project change orders as may be required to extend or improve the PROJECT during construction. Such changes shall be initiated at the OWNER's direction.
- i. Conduct final inspection of contractor's work before final payment is made.
- j. Provide one (1) paper set and one (1) electronic set of Record Drawings of the PROJECT to the OWNER and IEPA Field Office, Peoria, IL upon completion of the PROJECT. The record drawings shall document field changes from the original drawings.
- k. Provide construction survey control for layout and construction of the improvements as defined in the construction contract documents. Provide one (1) set of location and grade stakes for each structure, piping and for site grading.
- l. Provide Systems Integration Services to include:
 - 1) Shop Drawing review of all SCADA components and manufactured control panels.
 - 2) Perform Input/Output wire verification in conjunction with the Construction Contract electrician to verify sensor to control wiring interfacing as a QA/QC service. FGI not responsible for calibrating or adjusting sensors or equipment supplied and installed by others. FGI does not guarantee or warrant the work of the installing contractor.

- 3) Prepare and submit a written process sequence of operations in conjunction with the design process engineer and OWNER.
- 4) Prepare automation and Human Interface Screen programming and documentation including debugging and testing.
- 5) Assist in automation facility startup after approval of the Operator and after manual plant operation and testing has been completed by others.

A.4 Bond Documentation Assistance

- a. Assist OWNER and their Bond Counsel with Engineering Support Documentation requested for securing a Municipal Bond Agreement.

A.5 Schedule

- a. Bidding services shall be performed following the OWNER's authorization to Advertise for Bids.
- b. Construction Phase and Quality Assurance Services shall each begin with the OWNER's Notice to Proceed and continue for the duration of the PROJECT. The end date of services shall be approximately two (2) months following final payment to the Contractor to allow for PROJECT closeout.
- c. Systems Integration Services shall begin when site construction has sufficiently progressed to allow I/O checkout and continue through Facility Startup.

SECTION B - OWNER'S RESPONSIBILITIES

The OWNER agrees to:

- B.1. Provide full information as to the OWNER'S requirements and scope for the PROJECT.
- B.2. Assist the ENGINEER by placing at his disposal available information pertinent to the project including previous reports, record and equipment data and any other data relative to the PROJECT.
- B.3. Guarantee access to and make all provisions for the ENGINEER to enter upon the property and proposed project facilities as required for the Engineer to perform his services.
- B.4. Examine all documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the OWNER deems appropriate for such examination and render in writing decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

- B.5. Provide such legal, accounting, financing, auditing, independent cost estimating, bond counsel and/or insurance counseling services as may be required for the PROJECT.
- B.6. Designate in writing a person to act as the OWNER'S representative with respect to the ENGINEER'S services on the PROJECT. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER'S circumstances.
- B.7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any conflict in the PROJECT or changed condition or circumstances which may require a change in the Scope of Services.
- B.8. Furnish or direct the ENGINEER to provide necessary additional services as required by changed conditions.
- B.9. Handle receipt and disbursements of all funds and maintain financial records and controls as required by IEPA.
- B.10. Furnish approvals and permits from all governmental authorities other than the Illinois Environmental Protection Agency having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- B.11. Retain and pay auditor for required audits.
- B.12. Publish all notices and advertisements.
- B.13. Comply with assurances and conditions in grant, loan or bond agreements.
- B.14. Bear all costs incidental to compliance with the requirements of this SECTION B.
- B.15. Comply with all applicable American with Disabilities Act (ADA) requirements.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

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

- C.1. For Section A.1.; Bidding Services, a fee based on time and expenses according to the terms of the current Annual Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$45,300.00.

- C.2. For Section A.3.: Construction Phase and Quality Assurance Services, a fee based on time and expenses according to the terms of the current Annual Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$549,400.00.
- C.3. For Section A.4., Bond Documentation and Assistance, a fee based on time and expenses according to the terms of the Current Annual Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$13,300.00.
- C.4. If the OWNER directs the ENGINEER to provide additional services under the terms of Section B, OWNER'S RESPONSIBILITIES, the ENGINEER shall perform the service according to the terms of subsequent amendment(s) to this AGREEMENT.
- C.4. Upon completion of the Section A Scope of Services or upon prior termination of this Agreement, as a condition precedent to final payment to the ENGINEER by the OWNER, the ENGINEER shall deliver to the OWNER a release of all claims against the OWNER arising under or by virtue of this Agreement, other than any claims in stated amounts as may be specifically exempted by the ENGINEER from the operation of the release.

SECTION D - CHANGES AND TERMINATION

- D.1. The OWNER may, at any time by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost of or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly on a basis to be mutually agreed upon. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the ENGINEER of the notification of change unless the OWNER grants a further period of time before the date of final payment.
- D.2. No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the OWNER.
- D.3. Changes in the scope of the PROJECT and/or substantial delays in the progress of the PROJECT by the OWNER'S actions requiring additional engineering services shall be considered changes in scope for which the ENGINEER may claim additional compensation. Such additional compensation shall be negotiated on the basis of the time and expense required for performance based upon the current fee schedule. Changes in scope may include, but not be limited to, the following actions:
- a. Additions or deletions of the facilities to be designed in Section A.1.
 - b. Extension by change order of the construction contract during construction requiring additional engineering observation.

- c. Changes in the project which cause the IEPA to increase loan administration efforts beyond those specified in the original loan offer. (Not in Contract).
 - d. Changed conditions to the PROJECT not anticipated by the OWNER or ENGINEER.
- D.4. This Agreement may be terminated at any time by the OWNER or the ENGINEER upon written notice to the other party. Upon termination, the OWNER shall compensate the ENGINEER for all services rendered prior to notification of termination including costs of labor, materials, subconsultant's fees and other expenses which may have been incurred by the ENGINEER prior to termination. Compensation shall be based upon the ENGINEER'S then current hourly fee schedule.

SECTION E - GENERAL CONDITIONS

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

SECTION F - SUCCESSORS AND ASSIGNS

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

SECTION G - ACCESS TO RECORDS

- G.1. The OWNER, IEPA or any duly authorized representative shall have access to records.
- a. Books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 30, in effect on the date of execution of this Agreement. The Agency or any of its duly authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. Facilities for such access and inspection shall be provided.
 - b. The ENGINEER agrees to include Paragraphs (a) through (e) of the clause in all his Agreements and all lower-tier subagreements in excess of \$25,000 and to make Paragraphs (a) through (e) of this clause applicable to all change orders directly related to PROJECT performance.

- c. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. Disclosure of all information and reports resulting from access to records pursuant to Paragraphs (a) and (b) of this clause shall be provided to the Agency. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under Paragraphs (a) and (b) above, shall be maintained and made available during performance of project services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under the Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

SECTION H - COVENANT AGAINST CONTINGENT FEES

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

SECTION I - GRATUITIES

- I.1. If the recipient finds after a notice and hearing that the ENGINEER, or any of the ENGINEER'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law of this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies Clause of this Agreement.
- I.2. In the event this Agreement is terminated as provided in Paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three, nor more than 10 times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

SECTION J - DEBARMENT CERTIFICATION

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

- J.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
- J.2. Have not, within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- J.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
- J.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION K - MISCELLANEOUS PROVISIONS

- K.1. MBE/WBE (40 CFR 33.240) (Not in Contract)

The ENGINEER agrees to take affirmative steps to assure that small, minority and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Part 35.3145(d). As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

- K.2. EEO (40 CFR 33.108) (Not in Contract)

All Agreements awarded in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

- K.3. Debarred or Suspended (40 CFR 33.220(c))

Work shall not be subcontracted to any firm, which has been suspended, debarred or voluntarily excluded under 40 CFR Part 32 or to Contractors on the EPA list of Violating Facilities.

- K.4. Federal Executive Order 12549

The ENGINEER hereby certifies compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

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

OWNER:

ENGINEER:

CITY OF PEKIN

FARNSWORTH GROUP, INC.

By: _____

Rusty Dunn

Title: Mayor

By: _____

Patrik J. Sheridan, P.E.

Title: Engineering Manager

Attest: _____

Attest: _____

Title: Clerk

Title: Principal

(SEAL.)

(SEAL.)

Date: 2/8/10

Client: City of Pekin

Project: Annual Agreement for Professional Engineering 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.

APPENDIX A
Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists
Schedule of Charges – Effective January 1, 2010

Professional Staff – Engineering/Surveying

Per Hour

Engineering Intern I / Professional Intern I	\$ 88.00
Engineering Intern II / Professional Intern II	\$ 96.00
Engineer / Land Surveyor / Professional	\$ 103.00
Senior Engineer / Senior Land Surveyor / Senior Professional	\$ 108.00
Project Engineer / Project Land Surveyor / Project Professional	\$ 120.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	\$ 133.00
Engineering Manager / Land Surveying Manager / Professional Manager	\$ 145.00
Principal	\$ 168.00

Technical Staff – Engineering/Surveying

Technician I	\$ 57.00
Technician II	\$ 76.00
Senior Technician	\$ 83.00
Chief Technician	\$ 96.00
Computer Specialist	\$ 103.00
Designer / Surveyor	\$ 104.00
Senior Designer / Senior Surveyor	\$ 109.00
Project Designer / Project Surveyor	\$ 116.00
Senior Project Designer	\$ 130.00
Administrative Support	\$ 57.00

Specialists

Project Planner	\$ 109.00
Senior Project Planner	\$ 119.00
Government Affairs Professional	\$ 136.00
Senior Government Affairs Professional	\$ 168.00
Systems Integration Specialist I	\$ 88.00
Systems Integration Specialist II	\$ 96.00
Systems Integration Specialist III	\$ 103.00
Senior Integration Specialist	\$ 116.00
Systems Integration Manager	\$ 144.00

Professional Staff - Architecture

Interior Design Professional I	\$ 67.00
Interior Design Professional II	\$ 77.00
Interior Design Professional III	\$ 87.00
Architectural Intern I	\$ 78.00
Architectural Intern II	\$ 87.00
Architect	\$ 98.00
Senior Architect / Senior Landscape Architect	\$ 104.00
Project Architect	\$ 114.00
Senior Project Architect	\$ 125.00
Architectural Manager	\$ 133.00
Senior Architectural Manager	\$ 140.00
Principal-Architecture	\$ 155.00

Technical Staff - Architecture

Architectural Technician	\$ 69.00
Senior Architectural Technician	\$ 81.00
Chief Architectural Technician	\$ 88.00
Architectural Designer	\$ 94.00
Senior Architectural Designer	\$ 102.00
Project Architectural Designer	\$ 109.00
Senior Project Architectural Designer	\$ 122.00

Computer Specialist	\$ 101.00
Administrative Support	\$ 57.00

Miscellaneous – Engineering/Architecture/Surveying

Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$10/hour
Automobile (per mile)	\$ 0.52
CADD Computer	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum \$440/Day)	\$22.00/hour
2 Unit GPS (Maximum \$440/Day)	\$44.00/hour
3 Unit GPS (Maximum \$660/Day)	\$66.00/hour
Robotic Total Station	\$22.00/hour

* Includes the actual cost of blueprints, supplies, tolls, testing services, laboratory, personnel subsistence, and other costs directly incidental to the performance of the above services.

1. RATES EFFECTIVE February 8, 2010 through December 31, 2010.
2. RATES EFFECTIVE for subsequent years will be submitted to the CLIENT prior to December 31 of the current calendar year for review and approval and shall be effective as of January 1 of the new calendar year.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement for Engineering Services, WWTP#1 Phase 2, with Farnsworth

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the agreement with Farnsworth for engineering services for Phase 2 Waste Water Treatment Plant (WWTP) for the preparation of design drawings.

BACKGROUND: The improvements of the WWTP have been scheduled to be accomplished in two phases from the inception of the project. Phase 1 design has been completed by Farnsworth and in the process of doing this work it was necessary for them to determine the final configuration of the plant in order to make everything fit into the existing site. As a result, a good portion of the preliminary work on the sizing of the equipment, piping, and supporting structures has already been laid out by them which will help expedite the process. Because of the time line set to complete this work, I feel that by retaining Farnsworth for this effort is in our best interest. Included in this portion of the work will be the loan support that we currently have for the first phase. The estimated cost for the design is \$1,800,000 and \$20,000 for the loan support. Funding for this activity will be recoverable through the IEPA loan and there are sufficient funds available within the Sewer Funds.

At one point, I felt that we needed to get another firm in to do this work because of the issues we were experiencing with Farnsworth. Since working with them on those issues, they have reassigned our projects to a different manager and the support has been excellent. Because of this and the fact that they have been instrumental in getting things moving through the IEPA channels, they have proven that they are dedicated to our project and needs and are willing to put forth the extra effort it takes. I recommend that this agreement be approved.

FINANCIAL IMPACT: An amount not to exceed \$1,820,000 from Sewer Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will provide for complete coverage of all construction oversight activities and documentation requirements of the Phase 1 Upgrades of the WWTP.

IMPACT IF DENIED: Staff will have to cover the construction oversight and documentation which could delay the project due to availability of personnel.

ALTERNATIVES: Hire additional personnel for this project

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Wallman 4/29/10
Date

Finance Department

Angela Evans 4-29-10
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Don Kell 4/20/10
Date

AGREEMENT FOR ENGINEERING SERVICES
FOR THE
CITY OF PEKIN, IL WWTP #1 PHASE 2 IMPROVEMENTS

THIS AGREEMENT, made this _____ day of _____, 2010 by and between the CITY OF PEKIN hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC.(FGI), hereinafter referred to as the ENGINEER.

The OWNER intends to design and construct upgrades to the existing Wastewater Treatment Plant #1 as defined in the City of Pekin Wastewater Facilities Plan dated May 29, 2009 and the City of Pekin, Illinois Combined Sewer Overflow Long Term Control Plan Amendment dated June 2009.

The Phase 2 Wastewater Treatment Plant and Long Term CSO Control Items included in the scope of this agreement are itemized below. All items are ancillary to the Phase 1 Improvements previously designed by separate Agreement. The improvements will be sized for a design overage flow of 6.84 million gallons per day (MGD) and a design maximum flow of 15.5 MGD

1. Sludge Pumping and Secondary Aeration Blower and Chlorination Building and equipment.
2. Residuals Processing (thickening) building and equipment.
3. Minor revisions to the existing sludge dryer building.
4. Two Primary Clarifiers and Primary Influent Distribution Structure.
5. Two Secondary Clarifiers.
6. Existing Chlorine Contact Tank Conversion and Effluent Parshall Flume.
7. Activated Sludge Aeration, Anoxic Selector and Anaerobic Selector Basins.
8. 1964 Anaerobic Digester Rehabilitation.
9. Primary Sludge Pump Station.
10. Secondary Scum Pump Station.
11. Residuals Decant Storage Basin and Pump Station.
12. Existing Waste Activated Sludge Holding Tank Conversion.
13. CSO Pump Station and Bar Screen.
14. CSO Storage Lagoon and Inlet Isolation Structure.
15. CSO Lagoon Drain Down Pump Station.
16. Excess Flow and Chlorination Basin Conversions.
17. Excess Flow Drain Down Pump Station.
18. Influent Flow Diversion Structure modifications.
19. CSO Interceptors (Influent Diversion Structure to Lagoon).
20. Gravity Interceptor (Influent Diversion Structure to WWTP #1 Influent Channel).
21. Excess Flow Outfall pipe and headwall.

22. Site Piping.
23. Site Storm Water Detention and Storm Drain Piping.
24. Conversion of Existing Primary Effluent Pump Station for Stormwater.
25. Building Interior and Exterior Electrical.
26. Process Selective SCADA Controls.
27. Site Access Roads.
28. Site Grading.

The PROJECT may, in part, be financed with Illinois Environmental Protection Agency (IEPA) Low Interest Loan funds. The effective date of this Agreement shall be the date the parties sign and complete execution of the Agreement. The termination date of the Agreement shall coincide with the completion of the PROJECT.

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

WITNESSETH:

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

SECTION A - SCOPE OF ENGINEERING SERVICES

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

A.1. Design Phase Services

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

a. Field inspection and review of Record Documents:

Conduct a field inspection of existing tankage and visible site features and equipment; review available OWNER equipment records; review available design plans or record drawings of improvements conducted at the STP #1 Site. The ENGINEER does not guarantee the accuracy of the consolidated record information or the location, size and type of any buried or otherwise hidden existing site infrastructure or other infrastructure or equipment installed or modified separate from available OWNER site records. Additional field verification of existing conditions will be required during the construction phase by the Construction Phase Contractor outside of this Agreement.

b. Design and Contract Documents:

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

c. Design Progress Meetings:

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

d. Submit plans for review to OWNER at the 50% and 95% completion points. Incorporate OWNER review comments. Present review plans to the OWNER at the 50% and 95% design stages.

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

A.2 Loan Application and Administration

- a. Assist OWNER with administrative requirements of the funding source.
- b. Assist OWNER with environmental review requirements of the funding source.
- c. Set up and maintain project files.
- d. Assist OWNER in preparation of bid format specification packages and documentation in accordance with the requirements of the low interest loan agreement.
- e. Assist OWNER with all necessary correspondence, documentation, meetings, records required for processing of the loan agreement records and documentation and application for an executable IEPA low interest loan agreement.

A.3 Time of Performance

- a. The provision of the services outlined in this Section A and the various terms for compensation have been agreed to in anticipation of the orderly and continuous progress of the PROJECT.
- b. Design Phase services will be provided by the ENGINEER according to the PROJECT implementation plan and schedule as defined in the March 31, 2010 Amendment Letter to the City of Pekin Wastewater Facilities Plan and Combined Sewer Overflow Long Term Control Plan Amendment, which provides for completion of services under this Agreement 15 months after the Agreement is executed.
- c. Low Interest Loan Application Services: Concurrent with preparation of the Plans and Specifications and within application deadlines of the IEPA.

SECTION B - OWNER'S RESPONSIBILITIES

The OWNER agrees to:

- B.1. Provide full information as to the OWNER'S requirements and scope for the PROJECT.
- B.2. Assist the ENGINEER by placing at his disposal available information pertinent to the project including previous reports, record and equipment data and any other data relative to the PROJECT.
- B.3. Guarantee access to and make all provisions for the ENGINEER to enter upon the property and proposed project facilities as required for the Engineer to perform his services.
- B.4. Examine all documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the OWNER deems appropriate for such examination and render in writing decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- B.5. Provide such legal, accounting, financing, auditing, independent cost estimating and/or insurance counseling services as may be required for the PROJECT.
- B.6. Designate in writing a person to act as the OWNER'S representative with respect to the ENGINEER'S services on the PROJECT. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER'S circumstances.
- B.7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any conflict in the PROJECT or changed condition or circumstances which may require a change in the Scope of Services.
- B.8. Furnish or direct the ENGINEER to provide necessary additional services as required by changed conditions. Such services will be compensated as provided in Paragraph C.3.
- B.9. Handle receipt and disbursements of all funds and maintain financial records and controls as required by IEPA.
- B.10. Furnish approvals and permits from all governmental authorities other than the Illinois Environmental Protection Agency having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- B.11. Retain and pay auditor for required audits.
- B.12. Publish all notices and advertisements.
- B.13. Comply with assurances and conditions in loan agreement.

- B.14. Bear all costs incidental to compliance with the requirements of this SECTION B.
- B.15. Comply with all applicable American with Disabilities Act (ADA) requirements.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

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

- C.1. For Section A.1., Design Phase Services, a Lump Sum fee according to the terms of the Current Annual Engineering Services Agreement. The Lump Sum fee payable to the ENGINEER shall be \$1,800,000.00.
- C.2. For Section A.2.; Loan Application and Administration, a fee based on time and expenses according to the terms of the current Annual Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$20,000.00.
- C.3. If the OWNER directs the ENGINEER to provide additional services under the terms of Section B, OWNER'S RESPONSIBILITIES, the ENGINEER shall perform the service according to the terms of subsequent amendment(s) to this AGREEMENT.
- C.4. Upon completion of the Section A Scope of Services or upon prior termination of this Agreement, as a condition precedent to final payment to the ENGINEER by the OWNER, the ENGINEER shall deliver to the OWNER a release of all claims against the OWNER arising under or by virtue of this Agreement, other than any claims in stated amounts as may be specifically exempted by the ENGINEER from the operation of the release.

SECTION D - CHANGES AND TERMINATION

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

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

SECTION E - GENERAL CONDITIONS

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

SECTION F - SUCCESSORS AND ASSIGNS

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

SECTION G - ACCESS TO RECORDS

- G.1. The OWNER, IEPA or any duly authorized representative shall have access to records.
- a. Books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 30, in effect on the date of execution of this Agreement. The Agency or any of its duly authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. Facilities for such access and inspection shall be provided.
 - b. The ENGINEER agrees to include Paragraphs (a) through (e) of the clause in all his Agreements and all lower-tier subagreements in excess of \$25,000 and to make Paragraphs (a) through (e) of this clause applicable to all change orders directly related to PROJECT performance.
 - c. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 - d. Disclosure of all information and reports resulting from access to records pursuant to Paragraphs (a) and (b) of this clause shall be provided to the Agency. The final audit report will include the written comments, if any, of the audited parties.
 - e. Records under Paragraphs (a) and (b) above, shall be maintained and made available during performance of project services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under the Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

SECTION H - COVENANT AGAINST CONTINGENT FEES

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

SECTION I - GRATUITIES

- I.1. If the recipient finds after a notice and hearing that the ENGINEER, or any of the ENGINEER'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law of this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies Clause of this Agreement.
- I.2. In the event this Agreement is terminated as provided in Paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three, nor more than 10 times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

SECTION J - DEBARMENT CERTIFICATION

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

- J.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- J.2. Have not, within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- J.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
- J.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION K - MISCELLANEOUS PROVISIONS

K.1. MBE/WBE (40 CFR 33.240)

The ENGINEER agrees to take affirmative steps to assure that small, minority and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Part 35.3145(d). As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

K.2. EEO (40 CFR 33.108)

All Agreements awarded in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

K.3. Debarred or Suspended (40 CFR 33.220(c))

Work shall not be subcontracted to any firm, which has been suspended, debarred or voluntarily excluded under 40 CFR Part 32 or to Contractors on the EPA list of Violating Facilities.

K.4. Federal Executive Order 12549

The ENGINEER hereby certifies compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

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

OWNER:

ENGINEER:

CITY OF PEKIN

FARNSWORTH GROUP, INC.

By: _____

By: _____

Rusty Dunn

Patrik J. Sheridan, P.E.

Title: Mayor

Title: Engineering Manager

Attest: _____

Attest: _____

Richard B. Helm, P.E.

Title: Clerk

Title: Principal

(SEAL)

(SEAL)

Date: 2/8/10

Client: City of Pekin

Project: Annual Agreement for Professional Engineering 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.

APPENDIX A
Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists
Schedule of Charges – Effective January 1, 2010

Professional Staff – Engineering/Surveying

Per Hour

Engineering Intern I / Professional Intern I	\$ 88.00
Engineering Intern II / Professional Intern II	\$ 96.00
Engineer / Land Surveyor / Professional	\$ 103.00
Senior Engineer / Senior Land Surveyor / Senior Professional	\$ 108.00
Project Engineer / Project Land Surveyor / Project Professional	\$ 120.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	\$ 133.00
Engineering Manager / Land Surveying Manager / Professional Manager	\$ 145.00
Principal	\$ 168.00

Technical Staff – Engineering/Surveying

Technician I	\$ 57.00
Technician II	\$ 76.00
Senior Technician	\$ 83.00
Chief Technician	\$ 96.00
Computer Specialist	\$ 103.00
Designer / Surveyor	\$ 104.00
Senior Designer / Senior Surveyor	\$ 109.00
Project Designer / Project Surveyor	\$ 116.00
Senior Project Designer	\$ 130.00
Administrative Support	\$ 57.00

Specialists

Project Planner	\$ 109.00
Senior Project Planner	\$ 119.00
Government Affairs Professional	\$ 136.00
Senior Government Affairs Professional	\$ 168.00
Systems Integration Specialist I	\$ 88.00
Systems Integration Specialist II	\$ 96.00
Systems Integration Specialist III	\$ 103.00
Senior Integration Specialist	\$ 116.00
Systems Integration Manager	\$ 144.00

Professional Staff - Architecture

Interior Design Professional I	\$ 67.00
Interior Design Professional II	\$ 77.00
Interior Design Professional III	\$ 87.00
Architectural Intern I	\$ 78.00
Architectural Intern II	\$ 87.00
Architect	\$ 98.00
Senior Architect / Senior Landscape Architect	\$ 104.00
Project Architect	\$ 114.00
Senior Project Architect	\$ 125.00
Architectural Manager	\$ 133.00
Senior Architectural Manager	\$ 140.00
Principal-Architecture	\$ 155.00

Technical Staff - Architecture

Architectural Technician	\$ 69.00
Senior Architectural Technician	\$ 81.00
Chief Architectural Technician	\$ 88.00
Architectural Designer	\$ 94.00
Senior Architectural Designer	\$ 102.00
Project Architectural Designer	\$ 109.00
Senior Project Architectural Designer	\$ 122.00

Computer Specialist	\$ 101.00
Administrative Support	\$ 57.00

Miscellaneous – Engineering/Architecture/Surveying

Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$10/hour
Automobile (per mile)	\$ 0.52
CADD Computer	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum \$440/Day)	\$22.00/hour
2 Unit GPS (Maximum \$440/Day)	\$44.00/hour
3 Unit GPS (Maximum \$660/Day)	\$66.00/hour
Robotic Total Station	\$22.00/hour

* Includes the actual cost of blueprints, supplies, tolls, testing services, laboratory, personnel subsistence, and other costs directly incidental to the performance of the above services.

1. RATES EFFECTIVE February 8, 2010 through December 31, 2010.
2. RATES EFFECTIVE for subsequent years will be submitted to the CLIENT prior to December 31 of the current calendar year for review and approval and shall be effective as of January 1 of the new calendar year.



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special-use for drive-up windows and drive-up ATM for a new proposed bank facility.

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the recommendation of the Pekin Planning Commission to allow the proposed site plan and special-use for drive-up windows and drive-up ATM for the new bank facility.

BACKGROUND: The representatives for the proposed bank facility have contacted the City about locating a new facility in Pekin, they have looked at several areas and found that the parcel on Veterans Drive would accommodate their needs for the new proposed facility. Since the parcel they found was not large enough in area to accommodate the facility with the drive-up windows and the drive-up ATM the representatives have negotiated with the adjacent land owner and was able to come to an agreement to purchase enough land to accommodate the new facility. Since the adjacent land was not within the corporate limits of the City an annexation for the additional land would be required.

FINANCIAL IMPACT: Steady increase in sales tax revenue, since about 30% of the proposed development would need to annex into the City.

NEIGHBORHOOD CONCERNS: None, all surrounding parcels and buildings are in a Business Zone.

IMPACT IF APPROVED: Business development will continue to grow on Veterans Drive.

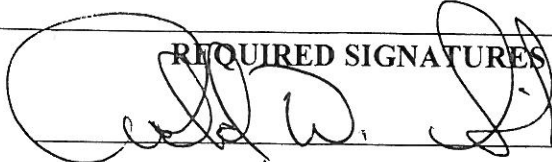
IMPACT IF DENIED: Proposed business could look at another area or town to develop the facility.

ALTERNATIVES: Find another parcel to develop.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation, High Quality of Life and an Effective Government

REQUIRED SIGNATURES

Department Director

 5/18/2010
Date

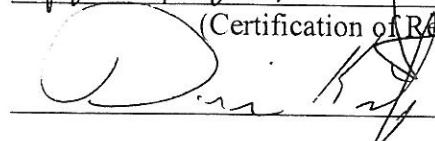
Finance Department

N/A
(Certification of Availability of Funds) Date

Corporation Counsel

 5/18/10
(Certification of Review) Date

City Manager

 5/18/2010
Date

Legal Description

(0.089 ± Acres)

Parcel lying Northeasterly of Lot 22 of Pekin Plaza Ext. No 5

A part of the NW ¼ of the SE ¼ of Section 7, T. 24 N., R. 4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southeast corner of the NW ¼ of the SE ¼ of said Section 7; thence N024°00'W along the East line of the NW ¼ of the SE ¼ of said Section 7, a distance of 473.51 feet to the northeast corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W ½ of the SE ¼ of said Section 7 and the Point of Beginning of the parcel to be described; thence N5015°00'W along the Northeasterly line of said Lot 22, a distance of 81.13 feet, more or less, to the southeasterly Right of Way line of Veterans Drive; thence N3945°00'E along the southeasterly Right of Way line of Veterans Drive, a distance of 96.18 feet to a point on the East line of the NW ¼ of the SE ¼ of said Section 7; thence S024°00'E, along the East line of the NW ¼ of the SE ¼ of said Section 7, a distance of 125.82 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.

Tract 2

Legal Description

(0.596 ± Acres)

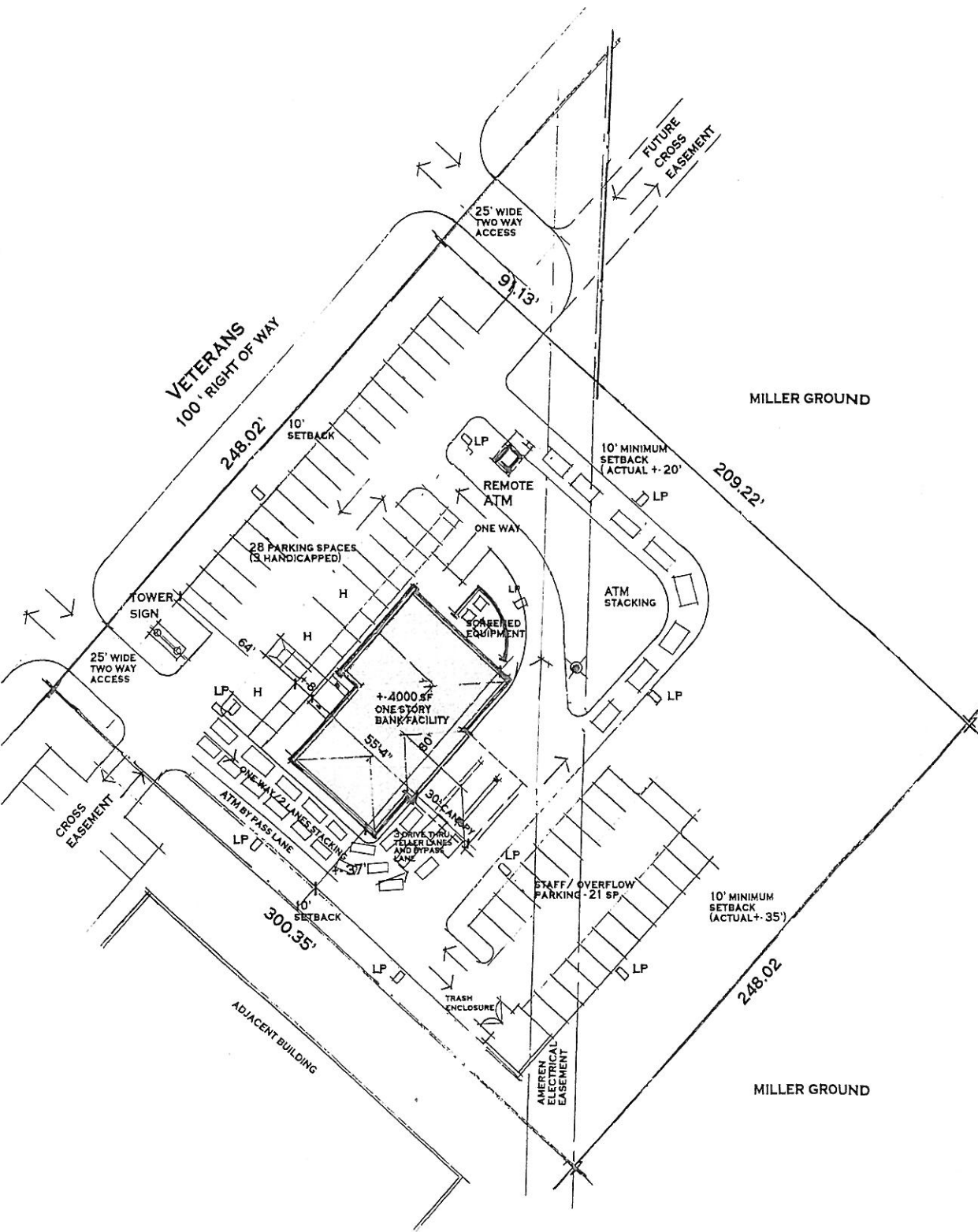
Parcel lying Easterly of Lot 22 of Pekin Plaza Ext. No 5

A part of the NE ¼ of the SE ¼ of Section 7, T. 24 N., R. 4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southwest corner of the NE ¼ of the SE ¼ of said Section 7; thence N024°00'W along the West line of the NE ¼ of the SE ¼ of said Section 7, a distance of 149.03 feet to the most southerly corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W ½ of the SE ¼ of said Section 7 and the Point of Beginning of the parcel to be described; thence N024°00'W along the West line of the NE ¼ of the SE ¼ of said Section 7 and the Easterly line of said Lot 22, a distance of 324.48 feet to the northeast corner of said Lot 22; thence S5015°00'E along the southeasterly extension of the Northeasterly line of said Lot 22, a distance of 209.22 feet; thence S3945°00'W, a distance of 248.02 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.

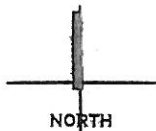
Exhibit A

Lot 22 as shown on the Final Plat of Pekin Plaza Extension No. Five, recorded in Plat Book "MM", Pages 183 and 184, a Subdivision of part of the West Half of the Southeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, situated in Tazewell County, Illinois.



SOUTH SIDE TRUST AND SAVINGS BANK - PEKIN BRANCH
SITE PLAN

1" = 20'-0"



PRINCIPAL CONSTRUCTION MANAGMENT + DESIGN
 2407 N. MAIN STREET
 EAST PEORIA IL.
 61611
 309-694-5012

**SITE PLAN CHECKLIST
For Special Use Request**

Name South Side Bank Facility

Address Not assigned yet

Phone #

Contact Person Will Helmick (director of Architecture)

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number			Note: 1	
2.	Local Cross Streets			Kelly Ave. not shown	
3.	Lot Layout, Dimension and Setbacks			OK	
4.	Public Access			OK, per City request	
5.	Easements			Note: 2	
6.	Sanitary Sewer Locations, Size			Sized properly to accommodate	
7.	IEPA Sanitary Sewer Permit			> 1500 gal. per day	
8.	Storm Sewer Location and Size			Sized properly to accommodate	
9.	Proper Zoning (Current)			Note: 3	
10.	Parking Spaces and Surface			OK, 52 spaces	
11.	Sidewalks			May be required	
12.	Landscaping			Required on final plan	
13.	ADA Compliance			OK	
14.	Driveway Openings (curb cuts)			OK, Per City request	
15.	TIF Area			N/A	
16.	Signage Exterior			OK	
17.	Lighting Exterior			OK, shown with LP symbols	
18.	Floor Plan Shown and Dimensions			OK	
19.	Screening or Fencing – Barbed Wire or Electric			Dumpster	

20.	Loading and Unloading Areas Shown and Dimensions			OK	
21.	Fire Hydrant Location				OK
22.					
23.					
24.					

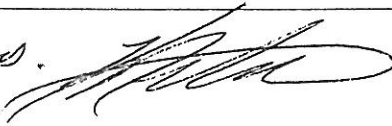
Public Works Comments:

City Engineer Comments:

Code Enforcement Comments: Notes #1 & 3, Lot 22 of Pekin Plaza 5, except tract 1 & 2 which will be zoned B-3 once annexation is completed for these parcels.

Note: #2 Tract 1 is a highline easement and no part of any building may be located upon this easement.

Fire Chief Comments:

No Questions. 

Other Comments:



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Addition to Sign Code to regulate Electronic multi message signs

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the recommendation of the Pekin Planning Commission to add guidelines for electronic/ LED signs and make necessary changes to the sign ordinance to regulate duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs.

BACKGROUND: Most billboards that front upon certain controlled routes (i.e., highways) were agreements made in the late 1960's and the early 1970's, now with the new digital age and the new changeable electronic/ LED variable message signs, the City of Pekin should consider the requirements associated with the duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs for reasonable and safe standards to regulate such signs for the protection of the motoring public and surrounding areas.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: Due to the location of some signs adjacent to residential districts it could become a concern if the sign light levels are too bright and the movement of the message is unreasonable. This could also become a safety hazard to the motoring public if the messages are too long and the traffic suddenly slows to read the message.

IMPACT IF APPROVED: Control over the placement and lighting on all signs including but not limited to billboards and electronic/ LED signs.

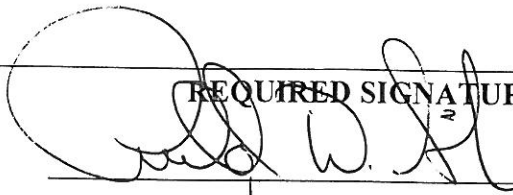
IMPACT IF DENIED: Continue to allow signs as per code and have no control over the duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs.

ALTERNATIVES: Keep the sign ordinance as is.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, High Quality of Life and an Effective Government

REQUIRED SIGNATURES

Department Director



5/18/2010
Date

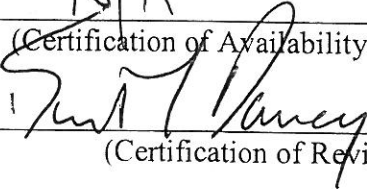
Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel



(Certification of Review)

5-18-10
Date

City Manager

Date

9-1-2 Definitions:

“Multi Message Sign” an outdoor advertising sign that displays a series of message changes, regardless of the technology used. A multi message sign provides for a fixed message of at least ten seconds in length with a transition time between message changes of three seconds or less.

9-10-9 Regulations for Electronic Multiple Message Signs & Exterior Lighting

Intent: These regulations offer specific construction and operation regulations for the safe and appropriate use of electronic multiple message signs, which include any flashing or running lights creating an illusion of movement, but are not limited to electronic message boards, reader boards and billboard displays.

E. Regulations:

These regulations shall apply to all zoning districts unless otherwise specified.

- 1) Length of display or dwell time for electronic multiple message signs shall be permitted to change their message no more than once per every ten seconds.
- 2) Transitions between content and messages shall not be more than three seconds between displayed messages.
- 3) Automatic dimming must be maintained by light sensing devices or a scheduled dimming timer that automatically dims the intensity of the light emitted by the sign during ambient low-light and nighttime hours not to exceed 500 nits of intensity and during daytime hours not to exceed 5000 nits of intensity.
- 4) Multiple message signs must contain a default design that will freeze the message in one position if a malfunction occurs.
- 5) Spacing between signs shall not be closer than 1000 feet in all Industrial zoning districts.
- 6) Location of multiple message signs must not be adjacent to official traffic control signs that could confuse the motoring public.
- 7) Maintenance of multiple message signs shall include replacement of bulbs, LEDs, pixels and shall be in working and properly illuminating condition at all times.

9-10-8B 4 Nonconforming signs in existence may be continued until replacement or repair of any portion of the sign would exceed 50% of the replacement cost.

ORDINANCE NO. 2618-OA-10/11

**AN ORDINANCE AMENDING TITLE 9-1-2
AND TITLE 9-10-9 AND TITLE 9-10-8B
OF THE CODE OF THE CITY OF PEKIN
REGARDING ELECTRONIC MULTIPLE MESSAGE SIGNS**

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

WHEREAS, the City 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 Pekin Planning Commission recommended to the City Council to put in place guidelines for multi message signs; and

WHEREAS, it is necessary to change the sign ordinance to regulate duration time of message boards, transition time between messages, brightness of the sign, spacing between signs and locations of signs; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Section 9-1-2 be amended by adding the following definition:

“Multi Message Sign” an outdoor advertising sign that displays a series of message changes, regardless of the technology used. A multi message sign provides for a fixed message of at least ten seconds in length with a transition time between message changes of three seconds or less.

2. That Section 9-10-9 be amended by the adding to the section title the following intent:

9-10-9 Regulations for Electronic Multiple Message Signs & Exterior Lighting

Intent: These regulations offer specific construction and operation regulations for the safe and appropriate use of electronic multiple message signs, which include any flashing or running lights creating an illusion of movement, but are not limited to electronic message boards, reader boards and billboard displays.

3. That Section 9-10-9 be amended by replacing subsection E. with the following:

E. Regulations:

These regulations shall apply to all zoning districts unless otherwise specified.

1. Length of display or dwell time for electronic multiple message signs shall be permitted to change their message no more than once per every ten seconds.
2. Transitions between content and messages shall not be more than three seconds between displayed messages.
3. Automatic dimming must be maintained by light sensing devices or a scheduled dimming timer that automatically dims the intensity of the light emitted by the sign during ambient low-light and nighttime hours not to exceed 500 nits of intensity and during daytime hours not to exceed 5000 nits of intensity.
4. Multiple message signs must contain a default design that will freeze the message in one position if a malfunction occurs.
5. Spacing between signs shall not be closer than 1000 feet in all Industrial zoning districts.
6. Location of multiple message signs must not be adjacent to official traffic control signs that could confuse the motoring public.
7. Maintenance of multiple message signs shall include replacement of bulbs, LEDs, pixels and shall be in working and properly illuminating condition at all times.

4. That Section 9-10-8B be amended by the addition of the following Subsection 4:

Nonconforming signs in existence may be continued until replacement or repair of any portion of the sign would exceed 50% of the replacement cost.

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 and approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2010; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor Pro Tem /Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-Zoning of property from B-3 (general business) district to R-1 (residential) district.

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the recommendation of the Pekin Planning Commission to re-zone the property at 2675 Allentown Road.

BACKGROUND: The property is located adjacent to an office service district to the south and a residential district to the north and west. The land was purchased for the purpose of converting the former TAPS facility into a residence or for a possible residential development. Over the years there have been several complaints from the tenants that live in the apartments adjacent to the former TAPS facility about noise. The zoning change would alleviate any problems that may arise from any proposed business that may want to locate at the site since B-3 is the least restrictive of the business zones.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: A new business may purchase the property and develop it into a use not consistent with the surrounding area.

IMPACT IF APPROVED: The building would become a residence and the excess land could possibly become a new residential development in the future. Total area of land is 3.94 acres.

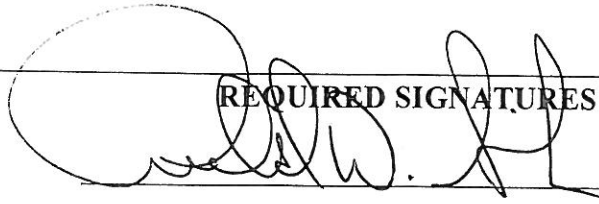
IMPACT IF DENIED: Keep the property as a business zone and hope a new business is a neighbor friendly business.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation and an Effective Government

REQUIRED SIGNATURES

Department Director



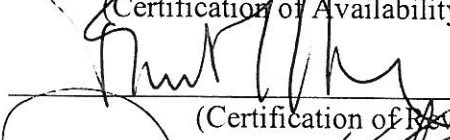
5/18/2010
Date

Finance Department

N/A
(Certification of Availability of Funds)

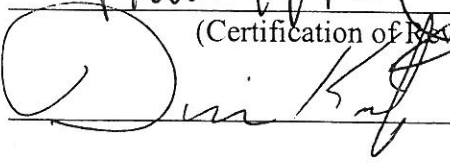
Date

Corporation Counsel


(Certification of Review)

5/18/10
Date

City Manager


5/18/2010
Date

ORDINANCE NO. 1568-A181-10/11

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, GREGORY T. JANSEN, is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of B-3 (General Business District) to R-1 (Single Family Residential District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on April 28, 2010, in the Peoria Journal Star, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on May 12, 2010, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as R-1 (Single Family Residential District):

LEGAL: Section 6 T24W Lot 13 S.W. ¼ Lot 13 Excluding Lot 13A in
Tazewell County, Illinois, 3.94 acres

PIN PART OF No: 11-11-06-303-008

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of
Pekin, this _____ day of _____, 2010; and upon roll call the vote was as
follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

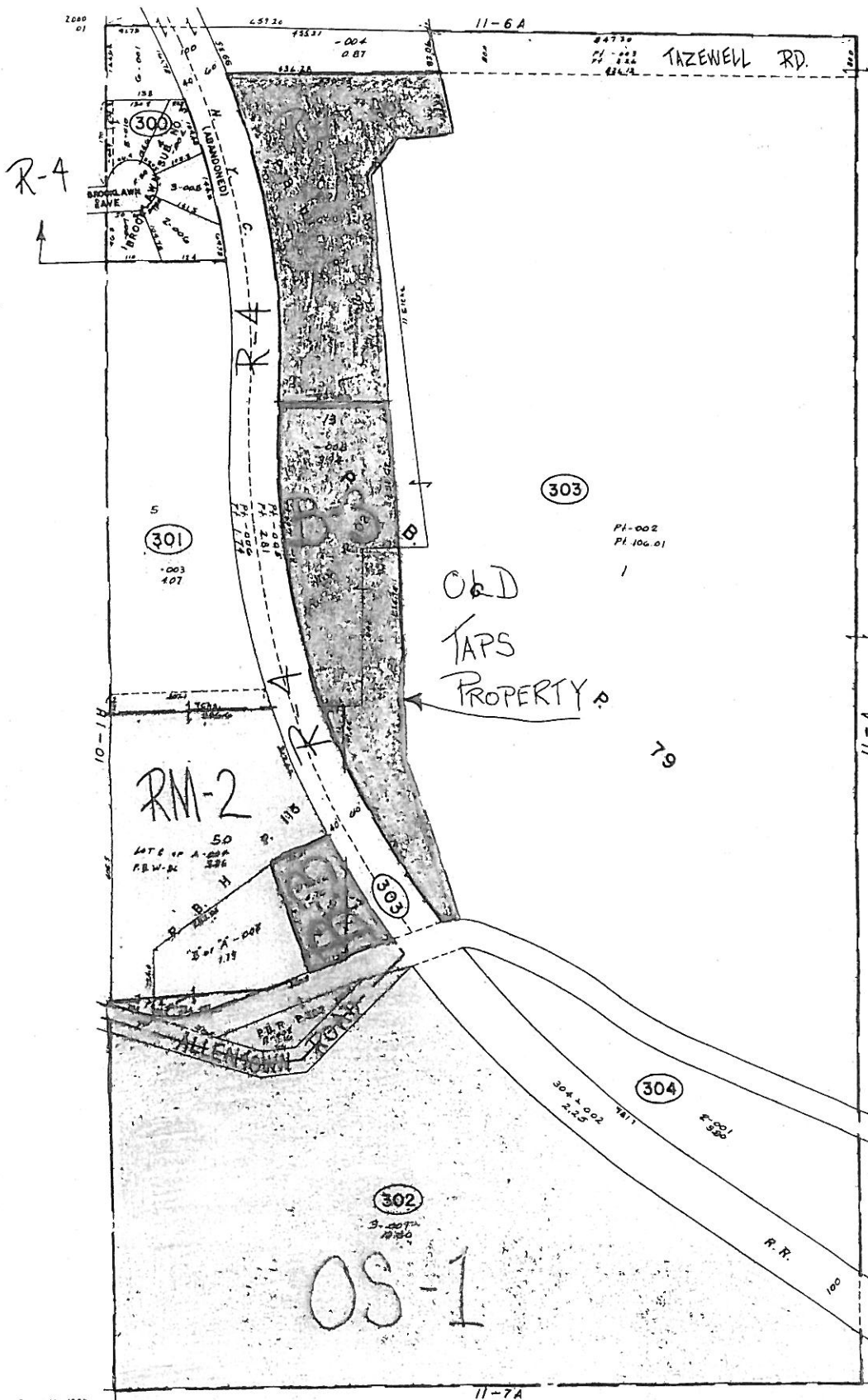
Dear Mr. Sieh,

4-5-10

This letter is in regards to the old taps property 2675 Allentown. I would like you to change the zoning from commercial to residential. I had dropped off paperwork on this last week. If there are any questions or concerns regarding this matter feel free to call me at 309-347-8610

Thank you,

Greg Jansen



ELM GROVE TWP.

W. 1/2 S.W. 1/4 SEC. 6 T.24N. R.4W.

ORDINANCE NO. _____

HIGHWAY AUTHORITY AGREEMENT

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, certain properties in the City of Pekin, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City of Pekin may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Pekin desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents; and

WHEREAS, it is deemed to be in the best interests of the City of Pekin, Illinois, that the City of Pekin approve the Highway Authority Agreement.

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

SECTION I. That the City of Pekin accepts and consents to the Agreement between Speedway America LLC as described below.

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO.)

SECTION II. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION III. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION IV. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2010; and upon roll call the vote was as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this _____ day of _____, 2010 pursuant to 35 Ill. Admin. Code Section 742.1020 by and between Speedway SuperAmerica LLC, referred to herein as "Owner/Operator", and the City of Pekin, Illinois ("City") as follows:

1. This Agreement is not binding upon the City until it is executed by the undersigned representative of the City and prior to execution, this Agreement constitutes an offer by Owner/Operator.
- 2.a. Owner/Operator is pursuing a corrective action of a Site of the right-of-way adjacent to the boundary of the Site located at 2102 Broadway Avenue, Pekin, Illinois (the "Site").
- 2.b. Attached as Exhibit A are site maps prepared by Owner/Operator which show the area of estimated contaminant impacted soil and groundwater at the time of this Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also shown in Exhibit A are tables prepared by Owner/Operator the concentration of contaminants of concern attributable to Owner/Operator, hereafter "Contaminants", in soil and/or groundwater within the Site and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB") which are exceeded along the boundary of the Site adjacent to the Right-of-Way. The right-of-way, and only the right-of-way, as described in Exhibit B, hereinafter the "Right-of-Way", adjacent to the Site is subject to this Agreement. As the drawings in the Exhibits are not surveyed plats, the boundary of the Right-of-Way in the Exhibits may be approximation of the actual right-of-way lines. The Right-of-Way has been sampled for Contaminants and the parties believe that the area of the Right-of-Way is adequate to encompass soil and/or groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site.
- 2.c. The Illinois Emergency Management Agency ("IEMA") has assigned incident number 921322 to the release at the Site.
- 2.d. Owner/Operator intends to request (or has requested) risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
- 2.e. Under these rules, use of risk based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.
3. The City holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and has jurisdiction of the Right-of-Way. For purposes of this Agreement, "jurisdiction" means that the City exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because it requires a permit for that access.

4.a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the City is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release of levels above residential Tier 1 remediation objectives.

4.b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation determination in the chain of title for the Site in the county where the Site is located.

4.c. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA not approve it or should it not be referenced in the "No Further Remediation" determination, provided, however, that this Agreement shall be effective between the Owner/Operator and the City immediately upon signature by their representatives.

5. The City promises IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. The City does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. The Owner/Operator agrees to defend, indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City's agents, contractors or employees for all obligations asserted against or costs incurred by them, including reasonable attorney's fees and court costs, resulting from the release of Contaminants from the Site, regardless whether said obligations or costs were caused by the negligence, but not the gross negligence, of them.

7. As an additional consideration, Owner/Operator agrees to reimburse the City for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at this Site.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator and to the interest of the City in the highway Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator or its successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the City will not void this Agreement, unless the IEPA has determined that the violation is grounds of voiding this Agreement as a Highway Authority Agreement and the City has not cured the violation within such times as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for Tier 1 residential use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the City, amended the notice in the chain of title of the Site to reflect Tier 1 residential future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the City and its successors in interest may have arising from the release of Contaminants into the Right-of-Way associated with incident number 921322.

12. This Agreement does not limit the City's ability to construct, reconstruct, improve, repair, maintain and operate a highway upon its property or to allow others to use the highway Right-of-Way by permit. To that extent, the City reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment. Prior to taking any such action, the City shall first give Owner/Operator written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to extent necessary for its work. Failure to give notice is not a violation of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation). A copy of the Site investigation report will be provided to Owner/Operator. If practicable, as reasonably determined by the City, the City will provide Owner/Operator with an opportunity to perform the Site investigation and to remove and dispose of the contaminated soil and/or groundwater necessary for the City's work in advance of the work. The Owner/Operator shall reimburse the reasonable costs incurred by the City to perform the site investigation and to dispose of any contaminated soil or groundwater resulting from the release of Contaminants from the Site, provided, however, that if notice to Owner/Operator has not been given and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Owner/Operator reserves the right to challenge such rebuttable presumption at law or in equity. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner/Operator by the City and that those costs have not been reimbursed. Owner/Operator may cure the problem within twenty (20) working days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following: if to Owner/Operator: Mr. Scott Hiser, Corporate Manager, Environmental, Speedway SuperAmerica LLC, PO Box 1500, Springfield, Ohio 45501; and if to City Mr. Joe Wuellner, Public Works Director, City of Pekin, Department of Public Works, 111 South Capitol Street, Pekin, Illinois 61554.

14. The City's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the City to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws.

Owner/Operator hereby releases the City from liability for breach of this Agreement by others under permit and agrees to defend and indemnify the City against claims resulting from the release of Contaminants from the Site that may arise from others under permit causing a breach of this Agreement. Owner/Operator agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Illinois Circuit Court for Tazewell County. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the City, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the City or them as to others and Owner/Operator hereby releases the City, its agents, contractors, employees and its successors in interest, for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the Contaminants in the soil or groundwater in the highway Right-of-Way. Should the City convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws and under its right and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the City, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, Owner/Operator, Speedway SuperAmerica LLC, has caused this Agreement to be signed by its duly authorized representatives.

By: _____
EDWARD STOWELL

Date: _____

IN WITNESS WHEREOF, the City of Pekin has caused this Agreement to be signed by its duly authorized representative.

By: _____
MAYOR

Date: _____

ATTEST



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Award Erosion Control Project to

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve the award of the erosion control project to Edgewood Nursery in the amount of \$26,860.00.

BACKGROUND: At the time the Broadmoor Heights subdivision was constructed in 1970, the practice of running stormwater outlets was to discharge them into adjacent drainage swales or ditches. The drainage off of Linden and adjoining streets was done just that way and over the years has created a severe wash out that needs to be corrected. We have been working with the current owner to correct this situation by lining the ditch with rip rap and a series of gabion baskets to slow the water and stop the erosion.

Since this is evolving technology on erosion and sediment control, we requested several contractors to provide us with methods to achieve the goal of restoring the area and stopping the erosion. This project is similar to several under taken by East Peoria the last few years so we were able to get a list of contractors who are doing this type of work. The end goal is to stop the erosion and stabilize the area.

I recommend that the contract be awarded to Edgewood Nursery . Funding will be from the stormwater fund which has money for these types of projects.

FINANCIAL IMPACT: \$26,860 from the stormwater fund.

NEIGHBORHOOD CONCERNS: Stops the erosion of land which is decreasing the amount of useable property of the owner.

IMPACT IF APPROVED: Stops the erosion caused by stormwater drainage onto owner's property.

IMPACT IF DENIED: Erosion will continue and owner will continue to lose useable land.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Wallen

5/19/10

Date

Finance Department

Angela Evans

5-19-10

(Certification of Availability of Funds)

Date

Corporation Counsel

St. Basil

(Certification of Review)

Date

City Manager

Don Kuf

5/19/10

Date



EDGEWOOD NURSERY

8924 N Frye Rd
PEORIA, ILLINOIS 61615
(309) 691-3104
(309) 208-6246

1013

PROPOSAL SUBMITTED TO <i>City of Pekin</i>	PHONE	DATE <i>4/18-110</i>
STREET	JOB NAME <i>by Bill Krumholz</i>	
CITY, STATE and ZIP CODE <i>Pekin ILL</i>	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

RE: SEVERE EROSION LINCOLN ST OUTLET.

See detail drawing —

Install 2 GABIOW Basket structures —
one AT END of outFlow culvert, AND
A GABIOW Block AT LOWER END —
Fill gully to BRING GRADE UP, ~~so~~ so
A Rock, or GRADED Slope for SEEDING —
Rip-Rap Rock Placed AT END of LOWER GABIOW
Block. Material, Recycled Concrete AND SLAG. USED.
All construction Damage will be REPAIRED.
Field Adjustments may be necessary AND Acceptable.
Total Bid — \$26,860.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ 26,860.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

LINDEN ST OUTLET Erosion Repair

LINDEN ST →

GABION structure 6'x6' Gabion existing
wall
AS NEEDED
mattress EXISTING
SEEDER

Phone (309) 431-3104

EROSION CONTROL SPECIALIST

- Gabion Baskets Installer
- C Loc Shoreline Seawalls
- RR Ties & Timber Walls
- Concrete Removal & Loading
- Grading & Foundation Bored
- Trench & Fill



EDGEWOOD NURSERY & CONSTRUCTION

BILL KRUMHOLTZ
8924 N. FRYE RD.
PEORIA, ILLINOIS 61615
SINCE 1965

GABION BLOCK

Heavy Rip-Rap

Rock Swale

Rock 10'-12' deep -

Rock Slope 1 1/2 to 1

Soil Slope 3'-1'-2 1/2'-1'

* All Construction Damage Remedied
With Rock mulch, straw mulch, straw-
seeder.

03/23/2010





REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Pat Pollock

AGENDA ITEM: Master Services Agreement for Employee Assistance Program with Chestnut Global Partners, LLC. (Partnership with Behavioral Health Advantage)

AGENDA DATE REQUESTED: May 24, 2010

ACTION REQUESTED: Approve agreement.

BACKGROUND: Since August of 2004, the City has had a contract with Behavioral Health Advantages for our Employee Assistance Program. This program has worked very well over the years. Cost to the city is \$24 per employee, about \$6400 per year. For over 15 years, BHA Peoria has worked collaboratively with Chestnut Global Partners, a division of Chestnut Health Systems in Bloomington, to provide local, regional and national EAP services to numerous employers based in Central Illinois, such as OSF Healthcare System, Methodist, Mitsubishi, Archer Daniels Midland, and Caterpillar. They have decided to offer the benefits of this partnership to all the customer organizations historically served by BHA Employee Assistance Programs. Some of the expanded services we can expect to see will be enhanced reporting capabilities, an expanded provider network, online worklife and self improvement materials, identity theft protection assistance, eldercare services to name a few.

The City of Pekin is fortunate to have this benefit for their employees. The employees know this benefit is out there, and based on the reports I receive, our employees do utilize this service.

FINANCIAL IMPACT: Current pricing will remain in effect for 3 years

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Continued and enhanced EAP benefits

IMPACT IF DENIED: City would have to look for another EAP provider

ALTERNATIVES: n/a

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: A more effective government

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

MASTER SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2010 by and between Chestnut Global Partners, LLC, an Illinois Limited Liability Company (hereinafter referred to as "CGP") the City of Pekin (hereinafter referred to as EMPLOYER)

This Agreement shall serve as the Master Services Agreement and sets forth the terms under which CGP shall implement and administer Employee Assistance Services.

In consideration of the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CGP and EMPLOYER hereby agrees to the following:

SECTION 1 PROGRAM SCOPE

- 1.1 Employees.** Full and part time employees of EMPLOYER and their eligible dependents shall be covered by the EAP Program ("Covered Persons"). Eligible dependents shall include spouse and dependent children under the age of 25.

SECTION 2 ADMINISTRATIVE SERVICES

- 2.1 Administrative Consultation.** CGP shall provide consultation to EMPLOYER concerning referrals due to work performance or conduct at work issues.
- 2.2 Administrative Training.** CGP shall collaborate with EMPLOYER in conducting administrative training for supervisory personnel designated by EMPLOYER. This training shall include an overview of EAP services, procedures for referring job impaired employees, and appropriate utilization of EAP services by EMPLOYER and its employees. The location and duration of the training and the materials used in the training sessions are to be agreed upon by CGP and EMPLOYER. CGP shall recommend a training manual, as well as provide an experienced EAP professional to lead and facilitate the training. EMPLOYER agrees to pay reasonable travel expenses incurred by CGP for administrative training.
- 2.3 Seminars.** CGP shall offer specialized workshop(s) or seminar(s) to EMPLOYER on an as requested basis. CGP shall provide EMPLOYER access to its Speakers Bureau, which provides educational workshops on a wide range of behavioral and organizational health subjects. EMPLOYER shall be responsible for requesting a seminar, reserving seminar accommodations, and assisting in promoting the seminar. CGP shall provide a qualified trainer to lead the seminar sessions and promotional materials and seminar handouts. EMPLOYER agrees to pay CGP reasonable travel expenses incurred by CGP for seminars. See Appendix A for pricing on seminars.

- 2.4 **Program Consultation.** CGP shall provide consulting services to EMPLOYER regarding the development, communication, and implementation of the EAP Program and shall assist EMPLOYER in developing relevant personnel policies. CGP shall also support the workforce development efforts of EMPLOYER with customized consulting services in response to specific behavioral and organizational risk management issues in the workplace that fall within the role and expertise of CGP. CGP shall provide these consultations as agreed upon between CGP and EMPLOYER.
- 2.5 **Program Communications.** CGP shall assist EMPLOYER in promoting the EAP Services to its employees, management and supervisory personnel through on-going communications, including face-to-face employee orientations and the production of customized written materials, which will be subject to the approval of EMPLOYER. CGP shall be responsible for the production of written materials, while EMPLOYER shall be responsible for copying and disseminating the written materials.
- 2.6 **Reporting.** Upon EMPLOYER'S request, CGP shall provide utilization reports to EMPLOYER summarizing EAP Services used and highlighting prevalent employee problems. CGP and EMPLOYER shall mutually agree upon the format of the utilization report. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons receiving EAP services. Other reports provided shall be as mutually agreed to by the parties.

SECTION 3 EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES

- 3.1 **Personal Problem Assistance.** CGP shall provide information, assessment, counseling, and referral services to Covered Persons. Personal problem assistance may be provided for marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, psychological disorders, behavior problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance, increase healthcare utilization and compromise general well-being.
- 3.2 **EAP Counseling Sessions.** On an annual basis, CGP shall provide up to 6 counseling sessions to each Covered Person for each incident. CGP shall contract with affiliate providers to provide the counseling sessions. All contacts related to the initial presenting problem shall be considered a single incident. CGP, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, CGP may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. CGP shall address crisis situations and facilitate appropriate referrals if indicated.
- 3.3 **Critical Incident Response.** CGP shall provide on site critical incident stress debriefing response services as requested or required to appropriately respond to a given work place event. These services may include: crisis intervention, one-on-one counseling, critical incident stress debriefing, defusing, management consultation and appropriate follow-up.
- 3.4 **Availability.** CGP shall maintain a 24-hour toll-free access line. CGP shall use

commercially reasonable efforts to provide telephone consultation within a maximum time frame of one-half hour from the initial contact. Appointments shall be offered as soon as possible in emergency situations and within three (3) working days of the initial telephone contact for non-emergency situations. CGP shall offer day and evening appointments.

SECTION 4 DUTIES AND RESPONSIBILITIES OF EMPLOYER

- 4.1 Covered Person Information.** To enable CGP to render appropriate services under this Agreement, EMPLOYER or its designee shall provide CGP with a current list of Covered Persons and such additional information as CGP shall reasonably request. EMPLOYER or its designee agrees to provide such information every month or more often if reasonably required by CGP. CGP shall be permitted to share such information with its subcontractors.
- 4.2 Benefits Information.** EMPLOYER or its designee shall provide CGP with current information regarding its employee benefits for behavioral healthcare services, including substance abuse and mental health treatment services. EMPLOYER or its designee shall provide CGP with prior notice of all revisions or changes to its employee benefits plans. CGP shall be permitted to share such information with its subcontractors.
- 4.3 Policies/Procedures.** EMPLOYER shall provide CGP with copies of relevant policies and procedures, including EMPLOYER'S drug testing policy. EMPLOYER further agrees to consult with CGP concerning the development of relevant EMPLOYER personnel policies, including policies addressing substance abuse, drug free workplace, violence prevention and fitness for duty. EMPLOYER acknowledges that it has an affirmative duty to comply with its policies and procedures and to monitor the fitness of its employees in accordance with its policies and procedures.
- 4.4 Contact Person.** EMPLOYER shall designate a contact person within its organization to communicate with and assist CGP concerning implementation of the employee assistance program. The designated contact person shall have sufficient authority and decision making power with respect to the EAP program, including authority to schedule administrative trainings and seminars.
- 4.5 Employee Complaints.** EMPLOYER agrees to inform CGP of employee complaints related to the provision of EAP Services. EMPLOYER and CGP shall cooperate in the resolution of such complaints.
- 4.6 Compliance with Laws.** EMPLOYER is responsible for ensuring that its EAP program complies with all applicable laws, and agrees to notify CGP of any requirements related to the provision of services by CGP hereunder.
- 4.7 Authority** EMPLOYER retains the final authority and responsibility for the operation of its health benefits plan.

SECTION 5 COMPENSATION

- 5.1 **Compensation.** For services rendered under this Agreement, EMPLOYER shall compensate CGP as set forth in Appendix A, attached hereto and made a part of this Agreement.

SECTION 6 CONFIDENTIALITY

- 6.1 **Confidentiality of Records.** CGP shall maintain, and shall cause its subcontractors to maintain, the confidentiality of information concerning recipients of services pursuant to this Agreement in accordance with applicable confidentiality statutes and regulations, including federal and state rules governing substance abuse and mental health patient information. EMPLOYER acknowledges and agrees that confidentiality laws may prevent CGP from providing information to EMPLOYER without the written authorization of the Covered Person.
- 6.2 **Confidentiality of CGP Proprietary Information.** EMPLOYER recognizes that it will have access to confidential and proprietary information developed, created and/or owned by CGP or its subcontractors, including, but not limited to, data, procedures, trade secrets, formulas, specifications, processes, methods, ideas, compilations and systems (referred to in the aggregate as "Confidential Information"). EMPLOYER, for itself and for its agents, employees, officers and directors, agrees, understands and acknowledges that such Confidential Information shall forever remain the sole and exclusive property and proprietary interest of CGP or its subcontractors, as applicable, and EMPLOYER shall not usurp, misappropriate or effect the Confidential Information for EMPLOYER'S business or personal benefit, or use or disclose the Confidential Information without the prior written express consent of CGP or its subcontractors, as applicable. The term "confidential information" shall not include (a) information known to EMPLOYER at the time of disclosure by CGP, (b) information that is or becomes known through no fault of EMPLOYER through the public domain, (c) information received by EMPLOYER from a third party not in violation of any right of CGP or its subcontractors, or (d) information which is independently developed by EMPLOYER. To the extent copyrights exist in any works of authorship, such works shall be deemed, to the extent legally permitted, to be works made for hire as that term is used in the Copyright Act of 1976. EMPLOYER covenants and agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of EMPLOYER, or has been rightfully received from a third party without restriction and without breach of this Agreement. The provisions set forth under this Section shall survive the expiration of this Agreement.
- 6.3 **Confidentiality of EMPLOYER Proprietary Information.** CGP expressly acknowledges that EMPLOYER'S employee information, survey results, trade secrets and other confidential information pertaining to the operations and business affairs of EMPLOYER, as they may exist from time to time, are valuable, special and unique

assets, and CGP agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of CGP, or has been rightfully received from a third party without restriction and without breach of this Agreement. Notwithstanding the foregoing, CGP may provide such confidential information to its employees, agents and subcontractors when necessary for the provision of services under this Agreement. This Section shall survive the expiration of this Agreement.

SECTION 7 TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of July 1, 2010 and, subject to earlier termination as provided in Section 7.2, shall remain in effect June 30 2013 (the "Term"). THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR A PERIOD OF TWO (2) YEARS UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE TERM.

7.2 Termination. This Agreement may be terminated as follows:

- A. By CGP or EMPLOYER upon thirty (30) days prior written notice in the event the other party commits a material breach of this Agreement. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within thirty (30) days after receiving notice, this Agreement shall not terminate.
- B. By CGP or EMPLOYER immediately upon written notice if the other party becomes insolvent, which for purposes of this Agreement shall mean that the party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.
- C. By CGP immediately if CGP or one of its subcontractors is found to be subject to federal, state or local licensing or other regulatory requirements which substantially burden or increase the cost of it providing services under this Agreement or which require CGP to obtain licensure as an insurer, health maintenance organization, health service plan, third party administrator or other similar license.

7.3 Effect of Termination.

- A. Immediately upon termination of this Agreement, EMPLOYER shall notify Covered Persons of such termination.
- B. CGP shall cooperate with EMPLOYER or EMPLOYER'S new EAP vendor in transitioning the care and management of Covered Persons. The parties agree that CGP is the owner of all EAP records developed and maintained by CGP pursuant to

this Agreement and that transfer of any records shall be in accordance with federal and state confidentiality laws. CGP shall be permitted to maintain the original of any record.

SECTION 8 INSURANCE AND INDEMNIFICATION

- 8.1 Insurance.** CGP shall maintain professional and general liability insurance in connection with this Agreement and shall provide EMPLOYER with a certificate of its insurance, upon request and after full execution of this Agreement. The minimum coverage levels shall be \$1,000,000. per occurrence and \$3,000,000. annual aggregate.
- 8.2 Indemnification.** Each party hereby indemnifies and agrees to defend and hold harmless the other and their respective officers, directors, trustees, employees, successors, and assigns from and against any and all loss, injury, liability, claim, damage or expense (including without limitation, reasonable attorney fees, interest and court costs) incurred by the other resulting from, relating to or arising out of: (a) the acts or omissions of the other party; (b) breach of this Agreement and (c) any claim made against CGP by any employee for a wrongful suspension or termination that is not the result of the negligence of CGP in rendering services pursuant to this Agreement.
- 8.3 Limitation of Liability.** It is specifically understood and agreed by the parties that neither CGP nor its subcontractors shall have any financial responsibility of any kind to EMPLOYER or any other person, firm, corporation, or entity for any of the following: (a) any medical, hospital or other bills, debts, obligations or other liabilities of any kind relating to any medical, surgical, mental health or substance abuse treatment, confinement or medications (b) rendering medical treatment decisions and (c) making final decisions regarding payment of benefits.

SECTION 9 GENERAL PROVISIONS

- 9.1 Compliance with Law.** Each party agrees to perform its responsibilities hereunder in accordance with all applicable law. EMPLOYER shall be responsible for operating its health benefits plans in accordance with the terms of all applicable law, including ERISA.
- 9.2 Independent Contractor.** This Agreement shall not be construed to create any relationship between CGP and EMPLOYER other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, employee, partner, joint venturer or representative of the other. The parties agree that neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be provided in this Agreement.
- 9.3 No-Hire Clause.** Each party agrees that during the period that this agreement is in

force, including extensions or modifications thereto, and for an additional 12 months following this period, neither CGP nor EMPLOYER shall actively recruit, or solicit permanent employees of either party without the prior written approval of the party whose employee is being considered for employment. This provision does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspaper, internet, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.

9.4 **Amendments.** This Agreement may only be amended or modified in writing as mutually agreed upon by the parties.

9.5 **Assignment.** The parties expressly agree that neither party may assign any of its rights and responsibilities under this Agreement to any individual or entity without the prior written consent of the other party. Notwithstanding the foregoing, EMPLOYER further acknowledges that CGP may assign any or all of its rights and responsibilities under this Agreement to any entity in which Chestnut Heath Systems has an interest and such assignment shall not require EMPLOYER'S prior written consent. EMPLOYER also acknowledges that persons and entities under contract with CGP may perform certain services under this Agreement.

9.6 **Notices.** Except as provided below, all notices required under this Agreement shall be in writing, signed by the party giving notice and delivered by hand, overnight delivery or first-class mail to the other party at such address as set forth immediately below or at such other address as designated by the party. Any notice shall be deemed to have been given at the time of actual receipt, or if mailed, five (5) days from the date of mailing.

If to CGP:

Chestnut Global Partners, L.L.C.
1003 Martin Luther King Drive
Bloomington, Illinois 61701
Attn: Russell J. Hagen, CEO and Manager

If to EMPLOYER:

Attn: _____

Correspondence relating to the day-to-day operations of the EAP Services may be sent by facsimile or other means as agreed upon by the parties.

9.7 **Waiver.** The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

9.8 Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.

9.9 Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

9.10 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

9.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings and/or written or oral agreements among the Parties. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

9.13 Non-Exclusivity. EMPLOYER understands and agrees that CGP is free to contract with and provide the same or similar services to other companies during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CHESTNUT GLOBAL PARTNERS, L.L.C.

By: _____

Print Name: Russell J. Hagen

Title: CEO and Manager

Date: _____

EMPLOYER - CITY OF PEKIN

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX A

COMPENSATION

As compensation for services rendered by PROVIDER and its subcontractors to Covered Persons, EMPLOYER shall make quarterly payments to CGP based on the number of employees eligible to receive services pursuant to this Agreement as follows. Employer shall pay CGP by the 15th day of the first month of each quarter and shall include with the payment the list of employees used to compute the quarterly capitation payment. The capitation rate shall be guaranteed for 3 years and shall be as follows:

EAP Services (Capitation Rate)	\$24.00 per employee per year
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*This capitated rate shall include all EAP Services provided under this Agreement, provided that (i) Seminars/Training described in Section 2.3 in excess of 4 hours shall be billed at the rate of \$150.00 per hour, and (ii) EMPLOYER shall reimburse PROVIDER for all travel expenses incurred in performing EAP Services, as further described in the Agreement.