



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, MARCH 13, 2017 5:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approval of Minutes
5.1. Minutes February 27, 2017 ACTION REQUESTED: Approve the Council Minutes dated February 27, 2017
6. Consent Agenda
6.1. 1054 : Resolution No. 44-16/17 Mayor's Appointment Kathryn Shackelford to the PACVB ACTION REQUESTED: Approval of the Mayor's appointment of Kathryn Shackelford to the Peoria Area Convention and Visitors Bureau for an indefinite term.
7. Public Input
8. Communications and Presentations
8.1. 1048 : GPEDC Greater Peoria Economic Development Council Presentation
9. New Business
9.1. 1053 : PACVB Peoria Area Convention and Visitors Bureau Membership Dues ACTION REQUESTED: Membership Dues to be paid from the Tourism (Hotel/Motel Tax) Fund
9.2. To Amend the Engineering Agreement with Millennia Professional Services for the Construction Inspection of Veterans Drive ACTION REQUESTED: To amend the Construction Engineering Services Agreement with Millennia Professional Services for the construction inspection of Veterans Drive from Commercial Drive to IL 29 for an additional amount not to exceed to \$79,942.28
9.3. Agreement with LHF Compost Inc for Yard Waste Disposal ACTION REQUESTED: To approve the Agreement with LHF Compost, Inc. for the disposal of yard waste collected by the City of Pekin for a term of five years.

9.4.	Ordinance No. 2762-16/17 Amending Title 4, Chapter 2 of the Code of the City of Pekin ACTION REQUESTED: To allow business owners in the B-2 Central Business District to place tables, chairs, benches and other items on the City sidewalk in front of their business establishment to encourage gathering and outdoor activity in the downtown Central Business District, a sidewalk use permit article has been created to amend the text of the City Code. Staff recommends that the City Council approve the proposed ordinance adding Section 4-2C, Sidewalk Use Permit.
9.5.	Craft Soda Festival Tour- Saturday, July 15, 2017 ACTION REQUESTED: \$2,500.00 sponsorship from the Tourism (Hotel/Motel Tax) Fund
10.	Any Other Business to Come Before the Council
11.	Executive Session 5 ILCS 120/2 (c) (21.) Closed meeting minutes.
12.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

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

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

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



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 13, 2017

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: MINUTES FEBRUARY 27, 2017

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: Approve the Council Minutes dated February 27, 2017

DESCRIPTION:

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERN:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY FEBRUARY 27, 2017 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge was led by Mayor McCabe.

ROLL CALL

Attendee Name	Title	Status	Arrived
Tim Golden	Council Member	Present	
Lloyd Orrick	Mayor Pro-Tem	Absent	
John p Abel	Council Member	Present	
Michael Ritchason	Council Member	Present	
Mark Luft	Council Member	Absent	
Rusty Dunn	Council Member	Present	
John McCabe	Mayor	Present	

APPROVAL OF AGENDA

Motion was made by Council Member Ritchason, seconded by Council Member Dunn that the agenda be amended by removing New Business 9.1 Peoria Area Convention and Visitors Bureau Membership Dues and the agenda be approved as presented. On roll call vote all present voted Aye.

APPROVAL OF MINUTES

5.1. Council Minutes dated February 13, 2017

RESULT:	APPROVED [4 TO 0]
MOVER:	Michael Ritchason, Council Member
SECONDER:	John p Abel, Council Member
AYES:	John p Abel, Michael Ritchason, Rusty Dunn, John McCabe
ABSTAIN:	Tim Golden
ABSENT:	Lloyd Orrick, Mark Luft

PUBLIC INPUT

Ann Witzig spoke on the total contributions of \$15,000.00 for the partnership for IHSA March Madness Experience and membership in the PACVB. She voiced her opinion that she would like to see that the Council had proof of motel stays before taxpayer money was just handed out. She stated her displeasure that no one gets reports of how much these events bring to the City. Council heard Mrs. Witzig's comments regarding the Cambridge and Shire Storm Water Detention project. She questioned if the inappropriate survey and purchase of the Derby Street property would incur more expenses.

CONSENT AGENDA

Motion by Council Member Ritchason, seconded by Council Member Dunn that the Consent Agenda be approved as presented.

The following items were presented by Mayor McCabe for consideration of the Consent Agenda by Omibus Vote. On roll call vote all present voted Aye.

7.1. Building Department Report January

RESULT:	APPROVED [UNANIMOUS]
AYES:	Golden, Abel, Ritchason, Dunn, McCabe
ABSENT:	Lloyd Orrick, Mark Luft

7.2. Enjoy Pekin Tourism Minutes

RESULT:	APPROVED [UNANIMOUS]
AYES:	Golden, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Lloyd Orrick

7.3. LETTER OF SUPPORT

RESULT:	APPROVED [UNANIMOUS]
AYES:	Golden, Abel, Ritchason, Dunn, McCabe
ABSENT:	Lloyd Orrick, Mark Luft

COMMUNICATIONS

8.1. 2017 Peoria Area Convention and Visitors Bureau Presentation by PACB Representatives

The Council heard a presentation on the City's annual membership dues to the Peoria Convention and Visitors Bureau from Cory Hatfield, Director of Sales and Cara Allen, Director of Marketing and Communications. The representatives told the Council PACVB worked with communities in the 8 county service area to create economic growth through sales and marketing efforts to bring more sporting events, meetings and conventions and leisure tourist to the area. They distributed materials used to promote and attract events

RESULT:	PRESENTED
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8.2. IHSA March Madness Experience Presented by David Defreitas

Mr. Dave DeFreitas, March Madness Experience steering committee, presented highlights of the event, the over 2,000 volunteers, and thanked the City of Pekin for their 22 years of support in hosting the Illinois High School Association boys state basketball finals. A short video was shown that featured a number of activities of the event including the basketball tournament, a second gym for wheelchair basketball. Jumpball Jamboree, Special Olympics and children activities.

RESULT:	PRESENTED
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8.3. Annual NPDES MS4 Report

City Engineer Michael Guerra presented an Annual NPDES MS4 Report. He advised the Council the report contained the inspection of stormwater quality and was available on the City website. The presentation meeting for public comment was a MS4 new requirement.

RESULT:	PRESENTED
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NEW BUSINESS

9.1. 1045 : PACVB Membership Dues REMOVED FROM THE AGENDA

9.2. Intergovernmental Agreement between City of Pekin Police Dept. And The Pekin Housing Authority

Council was advised that the police department had been in an Intergovernmental Agreement with the Pekin Housing Authority for several years which provided benefits both to the PHA and the City of Pekin. The City Manager recommended the agreement be extended for another 3 year term. Council Member Golden voiced concern of extra protection needed at the Housing Authority not equal to other rentals in the City. It was explained to Council Member Golden the supplemental agreement hired off duty police officers and the Housing incurred all liability.

9.3. To award the contract for the Parkway Drainage Sidewalk Structure

Council received a request and recommendation from the City Engineer Michael Guerra to award the Parkway Drainage Sidewalk Structure to Stark Excavating Co. For the base bid and alternate one for a total cost of \$117,170.75. Council had received and filed 7 bids at the meeting of February 13, 2017. Council was advised that the project was to remove and replace the sidewalk bridge on Parkway behind Pekin Insurance building. Council Member Golden noted the bids had come in over 20% estimate a second time and questioned the Manager and Engineer if liquidated damages provisions contributed to in why the proposal coming in higher.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Michael Ritchason, Council Member
SECONDER:	John p Abel, Council Member
AYES:	John p Abel, Michael Ritchason, Rusty Dunn, John McCabe
NAYS:	Tim Golden
ABSENT:	Lloyd Orrick, Mark Luft

9.4. Approve the Contract for the Cambridge and Shire Storm Water Detention System Project

The recommendation was presented to the Council to approve the contract to Otto Baum Company for the Cambridge and Shire Storm Water Detention System Project in the amount of \$506,001.41. the City Engineer had advised the Council that the project was the result of the engineering study of 2013 that determined the flooding that occurred at the intersection was a result of lack of capacity and the elevation in the storm sewer system. The most cost effective correction was construction of a detention pond and purchase of the Layne property Derby Street location. Ten bids were received with Otto Baum being the lowest. Council Member Golden brought forth several of his concerns that the original 2013 discussions had morphed into something different in the purchase of the property, the storage building remaining intact, documentation that the gas tanks were filled or UST report completed, and a much larger track of land for the pond was utilized . When questioned by Mayor McCabe of the current practice, City Engineer Michael Guerra advised that the tanks were filled with sand, an acceptable procedure, over 50 years ago. The IEPA did not at the time, but now requires, the agency be notified. Soil boring and tanks were checked for contaminants.

RESULT:	APPROVED [4 TO 1]
MOVER:	Rusty Dunn, Council Member
SECONDER:	John p Abel, Council Member
AYES:	John p Abel, Michael Ritchason, Rusty Dunn, John McCabe
NAYS:	Tim Golden
ABSENT:	Lloyd Orrick, Mark Luft

9.5. IHSA Steering Committee

A motion was made that \$5,000.00 be approved from the Hotel/Motel Tax Tourism Fund to sponsor the Illinois High School March Madness Experience Partnership. Council was informed in a request from City Planner Katy Shackelford that as a partner in the basketball tournament and activities Pekin had the opportunity to reinvest hotel/motel tax dollars from guests and provide potential for additional traffic to restaurants and shops. Council Member Golden stated he did not see a provision in the tourism ordinance that covered a donation only "grant" and expressed concern of not following the ordinance. He raised issue with guessing how much a hotel or motel's business had increased as a result of the event. Mr. DeFreitas informed the Council that last year during the events he was told by Don Welch CEO of PCAVB reservations were higher than other periods of the year. The event generated \$7.5 million in direct and indirect sales and \$550,000 in local taxes on money spent.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Sheila Gwzenheisen and Judy Hale addressed the Council with complaints of a rental house and the disruption caused in their residential N. 10th Street neighborhood. They stated the landlord was of no help and asked what could be done. The police had been called 67 times. The City's Crime Free Ordinance was discussed and a meeting setup with the Police Chief and the women for further action.

Ann Witzig stated she had questions but did not want answers to the following:

Did not understand how Council Meeting would suffice for the annual public meeting for the MS4 Report.

In the information presented it said the City would make flood insurance available. She assumed the City had no such insurance when Cambridge flooded to help the people.

Mrs Witzig commented on her experience with Crime Free Ordinance and the assistance police will give to the landlords.

She hoped the Council would take the job serious when the budget was presented and be clear and not skirt around questions.

City Manager Tony Carson spoke to Council's comments of litter in the community and stated he has worked with the Police Chief and the ordinance will be actively enforced. He thanked the police department for being proactive.

Council Member Abel question the status of the new hotel potential development. Mr. Carson advise the Council that the Enterprise Zone Ordinance had to be resubmitted which would be a 2-3 process. The developer remains in communications and interested to go forward.

Council Member Golden commented that he was shocked to see that the new 14th Street sidewalk projects had incorrectly placed detectable warning surfaces. He stated the curb ramps with misplaced warning for the visually impaired if not placed parallel to the curb

would give a wrong cue to enter traffic. He also felt the City was missing opportunities and could find more tangible use of tourism dollars to rehabilitate sidewalks.

Mayor McCabe pointed out that the school district continue to do great things. He noted the distinguished work of a 45 year score keeper for the school's sports teams.

EXECUTIVE SESSION 5 ILCS 120/2 (C) (11.) PENDING OR THREATENED LITIGATION

Motion by Council Member Dunn, seconded by Council Member Ritchason that Council move to Executive Session at 7:05 p.m. to discuss 5 ILCS 120/2 (c) (11) Pending or Threatened Litigation. On roll call vote all present voted Aye.

ADJOURN

No further business to come before the Council a motion was made by Council Member Ritchason, seconded by Council Member Abel that Council adjourn in open session Motion carried viva voce.

Mayor McCabe adjourned the meeting at 7:20 p.m.

Sue E. McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 9, 2017

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Appointment Resolution to the PACVB

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: Approval of the Mayor's appointment of Kathryn Shackelford to the Peoria Area Convention and Visitors Bureau for an indefinite term.

DESCRIPTION: City Planner Katy Shackelford appointed to represent Pekin at the meetings and activities of the Peoria Area Convention and Visitors Bureau to promote Pekin tourism.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Direct contact of activities available in the Peoria/Pekin area

IMPACT IF DENIED: Disadvantage in promoting Pekin hotel stays and activities

ALTERNATIVES: Appoint a different representative

RELATED TO EFFICIENCY STUDY: N/A

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

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REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date: September 26, 2016	

The Mayor's appointment of Kathryn Shackelford to the Peoria Area Convention and Visitors Bureau as Pekin Representative for an indefinite term is hereby approved.

Resolution No.

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 13th DAY OF MARCH, 2017**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 44-16/17

PEKIN, ILLINOIS, March 13, 2017

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Kathryn Shackelford to the Peoria Area Convention and Visitors
Bureau as Pekin Representative for an indefinite term is hereby approved.



SIGNED BY _____

MAYOR.

Attachment: APPOINTMENT SCHACKELFORD PACVB RES 44 (1054 : Appointment Resolution to the PACVB)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 1, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: GPEDC Presentation

AGENDA DATE REQUESTED: March 13, 2017

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 8, 2017

From: Sue McMillan, City Clerk

Katy Shackelford, City Planner

AGENDA ITEM: PACVB Membership Dues

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: Membership Dues to be paid from the Tourism (Hotel/Motel Tax) Fund

DESCRIPTION: The Peoria Area Convention and Visitors Bureau works hand in hand with communities in our eight county service area to create economic growth through sales and marketing efforts to bring more sporting events, meetings and conventions and the leisure tourist to our area. PACVB is the go-to resource for Peoria Area Events, tourist activities and festivals.

FINANCIAL IMPACT: \$TBD from Tourism Hotel/Motel Tax Fund (208)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Continue to work with PACVB to promote and attract events in the community and act as a regional player in tourism development.

IMPACT IF DENIED: Lose the support of attraction and marketing efforts provided by the PACVB.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds): Date:
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City Manager:
Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 6, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Amend the agreement with Millennia for Veterans Drive

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: To amend the Construction Engineering Services Agreement with Millennia Professional Services for the construction inspection of Veterans Drive from Commercial Drive to IL 29 for an additional amount not to exceed to \$79,942.28

DESCRIPTION: Due to delays from the railroad in issuing the City a permit for the storm sewer under the crossing, the railroad installing the railroad crossing, and the relocation of Ameren poles the construction of VFW took longer than anticipated. Therefore the City has exhausted the limits of the construction engineering agreement with Millennia. The construction of the storm sewer under the railroad tracks still needs to be completed along with any remaining project closeout requirements from Illinois Department of Transportation (IDOT). Therefore this request would be to amend the construction engineering service agreement with Millennia for the remaining work on the project. This amendment is to increase the contract an additional \$79,942.28 and the City will only be charged for the amount of time needed to complete the project. This anticipates an additional 734 hours of staffing over the course of six months.

Overall Millennia worked with the City to try to minimize the amount of workforce provided at the jobsite along with assistance from IDOT with providing a Resident Engineer and other assistance. This has allowed the City to stretch the original contract this long.

FINANCIAL IMPACT: \$79,942.28 of Capitol Funds from IDOT Grant

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: The City will be able to continue to utilize Millennia for the construction engineering for VFW for consistency and knowledge level.

IMPACT IF DENIED: The City would have to utilize another consultant not familiar with the project.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: Not enough staffing in the engineering department

to be able to provide construction engineering for a project of this size.

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

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Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

Local Agency City of Pekin, Illinois	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant Millennia Professional Services
County Tazewell			Address 850 N. Main St
Section 10-00166-02-PV			City Morton
Project No.			State IL
Job No. C-94-071-07			Zip Code 61550
Contact Name/Phone/E-mail Address Michael Guerra, P.E. mmguerra@ci.pekin.il.us			Contact Name/Phone/E-mail Address Steve Dietz, P.E. 309-321-8141 sdietz@mps-il.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name VFW Road Improvements Route 6768 Length 3.83 Mi Structure No. 090-2019

Termini IL 29 to Commercial St

Description: Reconstruction of VFW Road to provide a five lane roadway between IL 29 and Towerline Road. Construction of a five lane roadway on new alignment between Towerline Road and Commercial Street. Work includes earthwork, storm sewer, HMA pavement, PCC pavement, demolition, pavement marking, erosion control, and all collateral work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☒ c. For soils, to obtain samples and perform testing as noted below.
 - ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

Attachment: VFW Road Improvements Supplement 3-2-17 (1051 : Amend the agreement with Millennia for Veterans Drive)

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, not more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- ☐ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- ☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☒ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

Attachment: VFW Road Improvements Supplement 3-2-17 (1051 : Amend the agreement with Millennia for Veterans Drive)

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Millennia Professional Services	20-0886076	\$79,942.28
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$79,942.28
Total for all Work:		\$79,942.28

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Attachment: VFW Road Improvements Supplement 3-2-17 (1051 : Amend the agreement with Millennia for Veterans Drive)

Exhibit A - Construction Engineering

Route:	FAU 6768 (Veterans Drive)
Local	City of Pekin, IL
	(Municipality/Township/County)
Section:	10-00166-02-PV
Project:	
Job No.:	C-94-071-07

*Firm's **approved rates** on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) _____ %
Complexity Factor (R) _____
Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]

Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]

Specific Rate ☒

Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Manager	Senior PM	24.00	\$181.72	\$4,361.28	\$0.00				\$4,361.28
Assistant RE	Technician IV	710.00	\$103.60	\$73,556.00	\$0.00		\$2,025.00		\$75,581.00
2.8 Multiplier									
Used for Payroll									
Rates Per Original Agreement									
Totals		734.00		\$77,917.28			\$2,025.00		\$79,942.28



Prime Consultant

Name	Millennia Professional Serv.
Address	850 N. Main St. Morton, IL
Telephone	309-321-8141
TIN Number	

Project Information

Local Agency	City of Pekin, IL
Section Number	10-00166-02-PV
Project Number	
Job Number	C-94-071-07

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
N/A		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 6, 2017

From: Michael Guerra, City Engineer

Bob Shaw, Street & Solid Waste Superintendent

AGENDA ITEM: Agreement with LHF for yard waste disposal

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: To approve the Agreement with LHF Compost, Inc. for the disposal of yard waste collected by the City of Pekin for a term of five years.

DESCRIPTION: The City of Pekin has had an agreement with LHF for disposal of its yard waste since 2013 after the closure of the Pekin site. This contract would be for the disposal of the City's yard waste at LHF for the next five years at the rates shown in the agreement. The annual rate increase is 4% from year to year over the five year agreement. This is a reduction from the previous contract where the annual increase was 6%.

LHF is the closest permitted compost site to Pekin which results in savings for gas and travel time to further away sites.

FINANCIAL IMPACT: Funding is included in the budget for this item and is sufficient for the normal amount of material disposed annually

NEIGHBORHOOD CONCERNS: Helps to keep streets and ditches clear of grass clippings, branches and leaves

IMPACT IF APPROVED: Disposal of yard waste will continue at LHF

IMPACT IF DENIED: Another location would have to be utilized that is further away from the City as there is no other central Illinois compost facilities.

ALTERNATIVES: Utilize another facility or do not collect yard waste.

RELATED TO EFFICIENCY STUDY: N/A

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

A Prosperous Community. To promote and sustain a balanced economy that

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2017, by and between the City of Pekin, County of Tazewell, Illinois, a Municipal Corporation hereinafter referred to as the CITY and LHF COMPOST, INC. hereinafter designated as the CONTRACTOR regarding the disposal of yard waste collected in the City of Pekin.

TERM OF AGREEMENT

1. This Agreement shall commence on April 1st, 2017 and shall terminate on January 15th, 2022.
2. "Yard Waste" shall include landscape waste and shall mean any and all accumulations of grass, leaves, branches, shrubs, vines, trees, and other similar vegetative items generated by the maintenance of lawns, shrubs, gardens and trees. No trees or parts of thereof shall be in excess of six (6) inches in diameter or five (5) feet in length. Yard Waste must be either loose, in bundles tied with twine or rope (not wire) or in paper yard waste bags. No plastic bags shall be allowed.
3. The CONTRACTOR agrees to accept, and the CITY agrees to dispose of at the compost facility, yard waste, as defined herein, which is collected in the CITY'S corporate limits during the term of this Agreement from the CITY'S grounds keeping (excluding street sweeping) and from residential buildings with four or fewer dwelling units located within the CITY'S corporate limits, including additional residential units which may hereafter be erected or become operative within the corporate limits of the CITY during the term of this Agreement. For purposes of this Agreement, it is mutually understood that in a good faith approximation of the number of dwelling units served for the year 2017 is 11,800. The CITY makes no warranties that the

number is correct; however, said the number will be considered as the basis of this Agreement until modified pursuant to its terms.

4. The CITY shall pay to the CONTRACTOR according to the following schedule of yard waste disposed at the compost facility.

April 1, 2017 through January 15th, 2018 \$10.85 per cubic yard of yard waste.

April 1, 2018 through January 15th, 2019 \$11.28 per cubic yard of yard waste

April 1, 2019 through January 15th, 2020 \$11.73 per cubic yard of yard waste

April 1, 2020 through January 15th, 2021 \$12.20 per cubic yard of yard waste

April 1, 2021 through January 15th, 2022 \$12.69 per cubic yard of yard waste

The CONTRACTOR shall invoice the CITY **weekly, payable within thirty (30) days** for disposal of all yard waste as described herein at the CONTRACTOR'S facility. The invoice shall include the amount of material received per Cubic Yard (CY) times the Unit Price set above for a total Invoice amount.

In addition, the CITY agrees to pay any tipping fee or other fee or tax hereafter imposed by any government agency for the privilege of disposing yard waste at the facility. Other than as set in this paragraph, there shall be no additional gate, tipping, or entry fee imposed on the CITY for the use of the aforesaid compost facility.

5. All Yard Waste loads shall be full loads unless it is necessary to dispose of a partial load to meet the 24-hour limit set in Paragraph Eight (8) of this Agreement.

6. The CONTRACTOR shall conduct operations at its expense under this agreement in compliance with all local, State, and Federal laws and regulations governing Composting sites and yard waste disposal facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this Agreement.

7. The composting site and facility shall be available for disposal during the normal business hours between 8:00 A.M and 4:30 P.M. Monday through Friday from January 1st till January 15th, and April 1st till December 31st of each year, and other reasonable dates and times as requested by the CITY as necessary to accommodate disaster and storm cleanup collections and Saturday collections due to Holidays.

8. Trucks must be emptied at the compost site within twenty-four (24) hours after collection first began. The CONTRACTOR shall have the right to refuse any trucks or composting materials not meeting this requirement.

9. During the term of this Agreement the CITY and its haulers shall have a license to enter the composting site and compost facility for the limited purpose of and only to the extent necessary for, off-loading yard waste at the location and in the manner directed by the CONTRACTOR. After off-loading the waste, the CITY'S haulers/personnel shall promptly leave the composting site or compost facility.

10. The CONTRACTOR agrees to indemnify, save harmless and defend the CITY , its agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto, including cost of defense, settlement, and reasonable attorney's fees, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused by negligent or willful acts or omissions of the CONTRACTOR'S employees or its subcontractors in the performance of the Agreement. The CONTRACTOR acknowledges, however, that the CITY may provide indemnification to its customers in reliance on the indemnification provided to the CITY in this paragraph.

11. The indemnification provision set above the CONTRACTOR includes but is not limited to claims against the CONTRACTOR which arise out of, are related to , or are based upon the disbursement, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant or hazardous materials as defined by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency now or in the future or into the atmosphere, or on onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

12. The CONTRACTOR shall at all times during the term hereof, maintain public liability and property damage insurance covering all of its operations hereunder in amounts of no less than ONE MILLION (\$1,000,000.00) DOLLARS combined bodily injury and property damage limit per accident, and the CITY shall be named as an additional insured only to the extent of the CONTRACTOR'S negligence.

13. The Agreement shall be binding upon and shall inure to the benefit of the parties here to and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor as to the work, notwithstanding in certain respects that the CONTRACTOR is required to follow direction of designated CITY officials (this shall include but not be limited to reporting procedures), and that the CONTRACTOR is no respect an agent, servant or employee of the CITY. This Agreement specifies the work to be done by the CONTRACTOR but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided for in this agreement.

15. Should the CONTRACTOR fail to accept yard waste hauled to its facility at the time and in the manner required, and the CITY determines said failure constitutes a breach or default by the CONTRACTOR, the CITY may, after one hour's notice, redirect delivery of said yard waste to another compost facility or site. This is a non-exclusive remedy and shall not limit in any way the CITY'S right to other legal remedies.

16. The CONTRACTOR shall furnish the CITY or the CITY'S authorized representatives with every reasonable opportunity for ascertaining whether or not its obligations are being performed in accordance with the requirements of this Agreement. On a **WEEKLY** basis the CONTRACTOR shall supply the CITY with tickets of daily volumes (e.g. cubic yards and tons) of the yard waste deposited at the facility. The CITY may appoint authorized representatives to inspect the CONTRACTOR'S operations and records related to the composting facility at any reasonable time and the CONTRACTOR shall admit authorized representatives of the CITY to make such inspections at any reasonable time and place.

17. The CONTRACTOR specifically agrees that any strike or labor dispute of any kind or character involving the CONTRACTOR, the CITY, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of the CONTRACTOR as per the terms and conditions hereof.

18. If the CONTRACTOR becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against the CONTRACTOR, the Mayor of the CITY may then declare the Agreement canceled or at the option of the CITY, may treat this Agreement as operative.

19. The CONTRACTOR assures the CITY that it is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and

Federal Executive Orders No. 11246 and 11375, which are incorporated herein by reference, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

20. The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as required by Article II of the Illinois FEPX Rules and Regulations, is considered to be a part of any contract or purchase agreement.

21. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois statutory requirements and prohibitions regarding the sexual harassment of employees, including but not limited to those pertinent provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

DATED at Pekin, Illinois, this _____ day of March, 2017

CITY OF PEKIN, a Municipal Cooperation

By _____

Mayor

ATTEST:

CITY CLERK

DATED at Pekin, Illinois, this _____ day of March, 2017

LHF Compost, Inc.

By _____

PRESIDENT

ATTEST: _____

SECRETARY



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 8, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Sidewalk Use Permit Ordinance

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: To allow business owners in the B-2 Central Business District to place tables, chairs, benches and other items on the City sidewalk in front of their business establishment to encourage gathering and outdoor activity in the downtown Central Business District, a sidewalk use permit article has been created to amend the text of the City Code. Staff recommends that the City Council approve the proposed ordinance adding Section 4-2C, Sidewalk Use Permit.

DESCRIPTION: To allow business owners in the B-2 Central Business District to place tables, chairs, benches and other items on the City sidewalk in front of their business establishment to encourage gathering and outdoor activity in the downtown Central Business District, a sidewalk use permit article has been created to amend the text of the City Code. Staff recommends that the City Council approve the proposed ordinance adding Section 4-2C, Sidewalk Use Permit.

FINANCIAL IMPACT: potential increase in food and beverage sales with the opportunity for outdoor seating

NEIGHBORHOOD CONCERNS: increase foot traffic and interest in the Central Business District

IMPACT IF APPROVED: The City Code will be updated to reflect the requested activities within the Central Business District.

IMPACT IF DENIED: Businesses will not be allowed to have outdoor seating along the City sidewalks and it will remain as currently reflected in the City Code.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more

than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

ORDINANCE NO. _____**AN ORDINANCE ADDING ARTICLE C, SIDEWALK USE PERMIT, TO TITLE 4, CHAPTER 2, OF THE CODE OF THE CITY OF PEKIN**

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 City Council has determined that it is in the best interests of the City to amend the City Code to include a Section on Sidewalk Use Permits.

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, that Section 4-2C is hereby added, as follows:

“Article C. Sidewalk Use Permit

Section:

- 4-2C-1: Permit Required
- 4-2C-2: Application
- 4-2C-3: Regulations
- 4-2C-4: Enforcement

4-2C-1: PERMIT REQUIRED:

A. Required: It shall be unlawful for any person to operate an outdoor sidewalk use without first obtaining a Sidewalk Use Permit.

(a) A Sidewalk Use Permit would allow a business establishment located in the B-2, Central Business District to utilize a designated portion of the City sidewalk adjacent to their business establishment for the placement of tables, chairs, benches and other equipment to allow for the creation of outdoor seating and gathering areas.

(b) Any Sidewalk Use Permit issued pursuant to this Article may contain such written conditions as the City Manager or his designee, deems warranted to protect the use of adjacent right-of-way for its intended purpose or to prevent congestion of vehicular or pedestrian traffic flow and to otherwise carry out the purpose and intent of this Article and this Code.

(c) The Sidewalk Use Permit shall expire annually on December 31 of each year. There is no charge for the annual Sidewalk Use permit.

4-2C-2: APPLICATION:

A. Application for a Sidewalk Use Permit shall be made on forms supplied by the City and submitted to the Building Inspections / Development Department Director, and shall at a minimum include the following:

(a) The name, address and telephone number of the owner of the property and the business establishment related to the permit.

(b) A drawing or sketch depicting the dimensions of the proposed permit area and which shows the location and types of tables, chairs, benches, trash receptacles, other equipment proposed to be used and location of ingress and egress to the business establishment. The drawing or sketch must also show the location of all existing City-owned equipment facilities in or adjacent to the proposed area which are visible to the eye, including but not limited to, trees, street lights, utility poles, manhole covers or other openings.

(c) An operations plan specifying the proposed dates, days and hours of operation of the permitted sidewalk area, scheduled maintenance and upkeep of the permit area and the maximum seating capacity of the permit area.

(d) To protect the City from any claim of any kind arising as a result of the permit area, an executed waiver of liability in a form approved by the City shall be provided.

(e) All persons, prior to receiving a Sidewalk Use Permit, shall procure and maintain for the duration of the permit, public liability and property damage insurance pertaining to the permit area in a minimum amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) in the aggregate per occurrence and property damage in a minimum amount of one million dollars (\$1,000,000.00), naming the City of Pekin, its officers and employees as additional insured, and the same shall provide that policy shall not terminate or be cancelled prior to the expiration date without thirty (30) days advance written notice to the City. Proof of such insurance issued by an insurance company licensed to do business in the State of Illinois in the form of a Certificate of insurance shall be attached to the application.

(f) All applications for a Sidewalk Use Permit shall be reviewed by the City to determine compliance with all requirements of this Article.

4-2C-3 REGULATIONS:

A. The following regulations would apply to all Sidewalk Use Permit areas:

(a) A sidewalk use area is permitted only on sidewalks or approved plaza areas. The permit area shall be immediately adjacent to the business establishment requesting the permit.

(b) A Sidewalk Use Permit allows for temporary placement of tables, chairs, benches, equipment and other items of personal property related to the business. Except for plaza area, all tables and chairs must be portable, meaning that no such furniture shall be chained together or bolted together as a unit or affixed to the outdoor wall or sidewalk surface. In plaza areas, outdoor furniture, tables and chairs may be secured to one another, however, may not be affixed or bolted to any public property.

(c) Tables, chairs, benches, umbrellas and other equipment shall be located so that there remains open, at all times, a longitudinal walking space of a minimum of four (4) feet in width.

(d) The permittee shall keep the permit area free of litter, cans, bottles and spills at all times. The permittee shall promptly collect and dispose of all litter, trash and other waste materials associated with the sidewalk use, including materials in the adjacent public right-of-way originating from the sidewalk use. The permittee shall dispose of any such waste in their own trash receptacles only and shall not dispose of any such waste in public trash receptacles.

(e) The hour when service is permitted at the sidewalk use area shall be the same as the hours of operation for the business establishment.

(f) If the permittee of a Sidewalk Use Permit decides to discontinue the use of the City sidewalk, the permittee shall remove all table, chairs, benched equipment and other items of personal property from the permit area. Any such items remaining upon the public right-of-way after a reasonable opportunity to remove the same may be removed of and disposed of by the City of Pekin at the sole cost and expense of the permittee.

4-2C-4: ENFORCEMENT:

A. Enforcement of the requirements of this Article shall be addressed in the following manner:

(a) The city may inspect the permit area at any time. Following an inspection of the permit area, the City will hand deliver and mail any inspection results to the permittee.

(b) Any violation of the provisions of this Article shall be remedied within the time given in the inspection report.

(c) Any permit issued under the provisions of this Article may be revoked by order of the City Council for violations of the terms or requirements of this Article and in the interest of the public health, safety and welfare. To the extent that a permit area is needed by the City for the purposes for which it was dedicated, or any other public purpose, the City may terminate the

revocable use permit by sending written notice to the permittee and again assume full possession and control of the permit area. The permittee shall remove all furniture and items from the right-of-way within the time specified in the written notice. If the furniture and items are not removed by the permittee, the City shall be authorized to remove all furniture and other items of the permittee from the permit area. If such furniture and items are not reclaimed by the permittee within seven (7) days after removal by the City, the property shall be presumed abandoned and subject to disposal according to the law.”

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 by the Council.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 2, 2017

From: Paula Gensel, Admin Asst.

AGENDA ITEM: Tourism Craft Soda Festival

AGENDA DATE REQUESTED: March 13, 2017

ACTION REQUESTED: \$2,500.00 sponsorship from the Tourism (Hotel/Motel Tax) Fund

DESCRIPTION: 2017 Craft Soda Festival to be held at the Pekin Riverfront on Saturday, July 15th, 2017

FINANCIAL IMPACT: \$2,500.00 from the Tourism Hotel/Motel Tax fund

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Hundreds of families enjoying the Pekin Riverfront for a fun, family festival which will bring people from all over the area

IMPACT IF DENIED: Eliminates activities for Pekin Riverfront and to promote Tourism for Pekin

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	September 26, 2016



A division of
 JAY GOLDBERG EVENTS & ENTERTAINMENT
 2232 SW Adams Street • Peoria, Illinois 61602

EVENT SERVICES AGREEMENT

Agreement made 09 Mar 2017 between JAY GOLDBERG EVENTS & ENTERTAINMENT. (hereinafter referred to as "PRODUCER") furnishing the services of CRAFT SODA FESTIVAL TOUR (hereinafter referred to as "EVENT") and Pekin Tourism Bureau, 111 S. Capitol Street, Pekin, IL 61554 (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of EVENT for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the EVENT Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE (S): Riverfront Park
 121 Court Street
 Pekin, Illinois 61554

2. EVENT DATE(S)

Set-up –	Thursday & Friday, July 13 th & 14 th , 2017
Event Day -	Saturday, July 15, 2017 - 10am- TBA
Rain Date -	Sunday, July 16, 2017
Clean Up -	Sunday & Monday July 16 & 17, 2017

3. BILLING (in all forms of advertising): Craft Soda Festival

4. COMPENSATION: PURCHASER to pay to PRODUCER \$2,500.00 USD (Two Thousand Five Hundred U.S. Dollars) minimum GUARANTEE. PRODUCER shall have the right to sell and/or contract to sell food, beverages, candy, souvenir programs and other types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises. PRODUCER shall also have exclusive rights to contract food concession and merchandise vendors.

5. DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.
6. The term of this Contract Agreement shall be 1 festival year. The PRODUCER shall have the option to extend this Contract Agreement term for an additional festival for year 2018. Negotiations prior to 2018 event will be considered for contract Agreement term extension.

7. PURCHASER REVENUE POTENTIAL:

PURCHASER will receive from EVENT

- 10% of Gross sales (after tax) of soda samples
- 10% of Gross sales (after tax) of general store sales
- 10% of net income EVENT receives from all contracted vendors

8. EVENT WILL PROVIDE A COMPLETE SELF-CONTAINED SODA TASTING FESTIVAL

- ✓ Complete soda tasting experience
- ✓ Tents
- ✓ Sampling tables and all supplies
- ✓ Soda tasting signage
- ✓ Tasting guide – Program Book
- ✓ General Store - -Sales of soda by bottle, 6 pack, cases, candies, fudge, tour t-shirts, etc.
- ✓ Picnic tables
- ✓ Various activities for all ages
- ✓ Variety and entertainment
- ✓ Food concessions and merchandise vendors
- ✓ Public Address system With DJ for announcements and music when stage is not operating
- ✓ Staff including supervisory, set-up and take-down staff
- ✓ Additional Electricity/ power as needed
- ✓ Additional Toilets and sanitation as needed
- ✓ Additional Garbage receptacles as needed
 - Maintained and Cleaned regularly
- ✓ Overnight security
- ✓ Festival Promotion

8. PURCHASER WILL PROVIDE:

- ✓ Riverfront Park site location at no cost to PRODUCER.
 - EVENT will be allowed access to Riverfront Park beginning at 8am 2 days before actual EVENT date
- ✓ All permits and licensing necessary
- ✓ Best effort to help secure volunteer Staff to handle the soda sampling
- ✓ Include the Craft Soda Festival in PURCHASER'S advertising opportunities as appropriate
- ✓ Promotion of Craft Soda Festival event in PURCHASER'S web-site and media

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

9. SPECIAL PROVISIONS:

- ✓ PURCHASER to receive 20 complimentary VIP SUPER SODA TASTER Cups for promotion
- ✓ During the term of this Contract Agreement, EVENT shall not operate within 60 miles of Pekin, Illinois.
- ✓ In order to protect Hotel/Motel dollars and tourism commitments, PRODUCER understands that Hotel/Motel annual revenue must reach a minimum of \$150,000.00 in order for PURCHASER to be able to continue its financial commitment of \$2,500.00.
- ✓ PURCHASER will not put on any other event during the operating hours of EVENT.

10. EVENT RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in paragraph 8 and shall fully comply with all provisions thereof.

11. PAYMENT TERMS:

[SEP]

First payment in the amount of \$1,250.00 USD shall be paid to and in the name of PRODUCER to be received not later than May 1, 2017. Final payment of \$1,250.00 to be paid or deducted from proceeds within 30 days of completion of event. All payments shall be sent to:

Jay Goldberg Events & Entertainment – 2232 SW Adams Street, Peoria, Illinois 61602

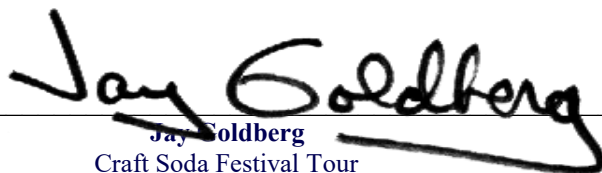
PRODUCER will send PURCHASER payment for monies due as per paragraph 6 within 30 days of completion of EVENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

ACCEPTED & AGREED:

Pekin Tourism Bureau
Pekin, Illinois

DATE



Jay Goldberg
Craft Soda Festival Tour
Jay Goldberg Events & Entertainment

March 09, 2017
DATE



A division of
JAY GOLDBERG EVENTS & ENTERTAINMENT
2232 SW Adams Street • Peoria, Illinois 61602

Attachment: EVENT AGREEMENT.REV.030917 [Revision 1] (1049 : Tourism Craft Soda Festival)

ADDENDUM "A" ADDITIONAL TERMS AND CONDITIONS

A. FACILITIES

(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the Craft Soda Festival Tour Riverfront Festival Park including all permits & licenses.

(2) PURCHASER shall also provide at its sole cost and expense all necessary staff and equipment for the EVENT hereunder as provided on the face of the Agreement, or as designated in the attached EVENT Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from EVENT Rider specifications. (3) PRODUCER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company. (4) PRODUCER agrees to pay all amusement taxes, if applicable. (5) PRODUCER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PRODUCER. (6) If PRODUCER so requires, PRODUCER will furnish at its expense all necessary electricians, stage hands and other personnel for lighting and (7) PRODUCER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such EVENT. (8) PRODUCER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the EVENT, and security, so that the EVENT and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions").

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of EVENT hereunder, including, but not limited to, the details, means and methods of the sampling and sales of soda products hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the brands and types of sodas presented. (2) PRODUCER agrees to supply and pay for all entertainers, if any, which must be requested and/or approved by PRODUCER.

E. FORCE MAJEURE EVENT

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or EVENT contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or EVENT reasonably believe jeopardizes the safety of EVENT, any of EVENT's equipment, product, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of EVENT, any of EVENT's crew, representatives or advisors, any of EVENT's key personnel, or any other person personally known to EVENT whose death, disability, illness or injury adversely impacts EVENT's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of EVENT or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for EVENT and touring party. Next day rain date if necessary.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the EVENT hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any payment previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

(1) EVENT shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements. (2) PURCHASER may only use EVENT's name and pre-approved: likeness, materials, pictures, photographs, image, or other identification of EVENT in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of EVENT's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of EVENT's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell beverages, candy, souvenir programs and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of EVENT as specified in this Agreement.

J. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the EVENT and/or fails to furnish PRODUCER or EVENT with any documentation or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining EVENT hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and EVENT in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and EVENT shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PRODUCER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled EVENT, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/EVENT, and/or any contract with any third party relating to this EVENT, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining EVENT hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and EVENT in connection with the EVENT or the transactions contemplated by this Agreement; and (iv) PRODUCER and EVENT shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/EVENT and entourage pursuant to the terms of this Agreement.

K. INSURANCE/INDEMNIFICATION

(1) PRODUCER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than (\$2,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the EVENT rider, if any) indemnifying and holding PURCHASER, EVENT and EVENT's traveling party and PRODUCER/EVENT's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any services given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PRODUCER shall contain a waiver(s) of subrogation with respect to the PURCHASER, EVENT and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PRODUCERS will provide evidence of the existence of the insurance coverage referred to herein by naming PURCHASER, EVENT, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PURCHASER with originals or copies of certificates of insurance so reflecting and providing that PURCHASER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PURCHASER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and EVENT as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or EVENT or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the EVENT, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the EVENT and/or PRODUCER

L. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

M. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and EVENT shall control.

N. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or EVENT (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the EVENT or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or EVENT has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or EVENT (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which EVENT and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

O. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.^[1]_{SEP}

(3) This Agreement shall be construed in accordance with the laws of the State of Illinois applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Peoria, Peoria County in the State of Illinois in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Peoria, Peoria County in the State of Illinois and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.^[1]_{SEP}

(4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof

^[1]_{SEP} (5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or EVENT liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

^[1]_{SEP} (7) The terms "EVENT" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.^[1]_{SEP}

(8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

ACCEPTED & AGREED:

Pekin Tourism Bureau
Pekin, Illinois

DATE

Jay Goldberg

March 09, 2017

Jay Goldberg

DATE



Craft Soda Festival Tour
Jay Goldberg Events & Entertainment

A division of
JAY GOLDBERG EVENTS & ENTERTAINMENT
2232 SW Adams Street • Peoria, Illinois 61602