



City of Pekin

REGULAR COUNCIL MEETING MONDAY, MARCH 9, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty Dunn

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of February 24, 2009.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes dated January 22, 2009, Building Report, and Inspections Report
- 2. Proclamations:** Young Authors Week - March 16, 2009
- 3. Charitable Solicitation:** Pekin High Swim & Dive Boosters Club – April 25 Purse Sale County Market
- 4. Receive and File:** Bids for Bus Barn Roof Project Opened March 2, 2009
- 5. Resolution No. 72-08/09 – Publication of the Zoning Map**

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

PRESENTATION: *Director of Solid Waste Greg Ranney on Recycling Savings*

IX. NEW BUSINESS

- 1. First Amendment to the Solid Waste Disposal Agreement (GR)**
DESCRIPTION: Landfill contract with Peoria Disposal Company to dispose of waste at the Indian Creek Landfill to be extended through 2025 with renegotiated downward tipping fee.

ACTION: Motion to approve the agreement.

VOTE REQUIRED
- 2. Tourism Grant Agreement Wind Symphony (DK)**
DESCRIPTION: Recommendation of the Tourism Committee to enter into an agreement to host the symphony on August 14-17, 2009.

ACTION: Motion to approve the agreement not to exceed \$20,000.00.

VOTE REQUIRED
- 3. National Scenic Byway Gateway Community Sponsorship (PA)**
DESCRIPTION: The City of Pekin is one of 7 established gateways to the Illinois River. Money budgeted within tourism fund to promote Pekin as experience along the Byway to visitors. Funding will be used to construct a 4-sided kiosk in the City.

ACTION: Motion to approve sponsorship for the National Scenic Byway Gateway in the amount of \$7,200.00.

VOTE REQUIRED
- 4. Award the Bid for the Bus Barn Roof Improvement Project (JW/GR)**
DESCRIPTION: Bids were opened publicly on February 13, 2009 for the removal of roof materials, inspection-remove-replace insulation, install new roof for 3 mechanic areas of the building. Repair is evident by the large number of location where leaking has occurred.

ACTION: Motion to accept the low bid and award the contract to Henson Robinson Company in the amount of \$65,400.00 .

VOTE REQUIRED
- 5. Agreement with Farnsworth Group for Waste Water Treatment Plant Facilities Plan Amendments and Finalization (JW)**
DESCRIPTION: Phase I Upgrades commenced in 2007, review of existing facility determined changes needed. Plans now finalized for first phase and conceptual layout for second allowing for Plan to be amended and resubmitted for approval needed for construction permits.

ACTION: Motion to approve the agreement in the amount of \$40,000.00 from the Waste Water Fund.

VOTE REQUIRED
- 6. Agreement with Farnsworth Group for CSO Assessment and Long Term Control Plan (JW)**
DESCRIPTION: Scope of work is to complete an assessment of the City's combined sewer outfall system begun in 2004 but impacted by additional 2007 requirements of the EPA.. Once LTCP is finalized and submittal for the Sewer Treatment Plant the City will know what is required to comply with the Clean Water Act for plan to implement changes.

ACTION: Motion to approve the agreement in the amount of \$135,000.00 from the Waste Water Fund.

VOTE REQUIRED

7. Receive and File Resignation

(RD)

DESCRIPTION: Council Member Kortkamp's letter advising the Members of Council that she is officially resigning from the Council position expiring in April.

ACTION: Motion to accept the resignation.

VOTE REQUIRED

8. Resolution No. 73-08/09 – Appointment of Sue Ann Kortkamp to fill the position of Council Member for the unexpired term of Rusty Dunn until April of 2011.

(RD)

DESCRIPTION: Appointment completes the obligation to fill the vacancy of the 7 members Council within 90 days left after the death of Mayor Tebben and the appointment as Mayor of Council Member Dunn.

ACTION: Motion to adopt the resolution.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 6. The Setting of A Price for Sale or Lease of Public Property Owned by the City.
5 ILCS 120/2 (c.) 22. Review of Closed Session Minutes

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, FEBRUARY 24, 2009 AT 5:30 O'CLOCK P.M.
RUSTY DUNN MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, STRAND, AND KORTKAMP

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

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

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of February 9, 2009 be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Strand, that the Consent Agenda be approved as presented.

Mayor Dunn read presented the following for consideration of the Consent Agenda items by Omnibus Vote. On roll call vote, all present voted Aye.

- 1. Receive and File Monthly Reports and Minutes:** Fire Report, Traffic Safety Committee Minutes February 6th, 2009, Liquor Commission Minutes January 22, 2009, and Mayor's Advisory Committee for Persons with Disabilities Minutes January 8, 2009
- 2. Receive and File** Pekin Planning Commission Minutes dated February 11, 2009
- 3. Receive and File all Bids for the Improvement Pekin Fire Department Eastside Station #1 removal and replacement concrete 85' x 75'**

COMMUNICATIONS, PETITIONS, REPORTS

A Public Hearing for the FY 2009-2010 Budget was opened by Mayor Dunn at 5:34 p.m. City Manager Dennis Kief presented a chronology of the work in progress in the Budget presented. He noted examples of cuts that had been made to the 3.5 million dollar deficit over the months of preparation; delays in projects; providing services with less; deviations from budgets for unfunded mandates; wise planning in 5 year plans; and steps in generating revenue from reduced state funds and interest income. Mr. Kief was more specific with dates from October to January when staff took Council's direction to strive for additional cuts and revenues. He indicated at those work sessions and Town Hall meetings to inform the public of the financial situation, Council generally agreed to not using reserves, not cutting personnel, allowing 2-3% wage increases, and supported the package liquor and food and beverage taxes.

Jason Juchems 1306 Catherine addressed the Council with questions regarding the food and beverage tax ordinance. He questioned if the action would deter residents from eating at the local restaurants. It was the indication of staff that adding 20 cents to a ten-dollar meal would not be a significant impact. Only two of the thirteen comparable cities did not utilize the revenue to meet budget expenses. Mr. Juchems suggested Council consider a tobacco tax as an alternative.

Jim Mangan 1200 Parkway Drive felt a balanced budget was not presented. He requested Council reassess the Budget with two months to pass and make changes necessary. He suggested there be a hiring freeze and a 2% reduction in personnel salaries and reduced Council Member salaries. The Hearing was closed at 6:11 p.m.

NEW BUSINESS

ORDINANCE NO. 2578-08/09

REGARDING TITLE 3, CHAPTER 2, SECTION 7 OF THE CODE OF THE CITY OF PEKIN ESTABLISHING A PACKAGE LIQUOR TAX

Motion by Council Member Strand, seconded by Council Member Kortkamp, that Ordinance No. 2578-08/09 be adopted. Attorney Dancey explained the enacting of a tax of 2% on the purchase of alcoholic liquor not to be consumed immediately on the premises where sold in the City of Pekin. The consumer would be liable for payment but the retailer responsible for the collection of the tax. Council Members Strand, Kortkamp, and Mayor Dunn spoke in support; generally noting the tax was the least harmful to residents being an option to purchase liquor. Council Member Jones stated though not in favor of a tax agreed it was the right thing to do in facing fiduciary responsibility to help balance the budget. Council Member Blanchard spoke in opposition to both tax ordinances presented and the Budget from a prepared statement. He urged Council to consider addressing the following:

- holding one more budget work session

- find other ways to cut \$1 million dollars

- use reserves

- at minimum place 2 year sunset on package liquor and food and beverage tax

Council Member Abel stated he would not repeat what had already been said.

On roll call vote, Ayes, Strand, Kortkamp, Jones, and Dunn; Nays, Blanchard and Abel. Motion Carried.

\$41.7 million budget Increased revenues \$1 million by 2% taxes other revenue-generated measures considered utility, gas, vehicle, storm, garbage, and real estate transfer.

ORDINANCE NO. 2579-08/09

REGARDING TITLE 3, CHAPTER 2, SECTION 8 OF THE CODE OF THE CITY OF PEKIN ESTABLISHING RESTAURANT, FOOD, AND BEVERAGE TAX

Motion by Council Member Abel, seconded by Council Member Kortkamp, that Ordinance No. 2579-08/09 be adopted. Attorney Dancey advised that the 2% tax on prepared food items for immediate consumption also included alcoholic beverages and soft drinks. Council Members asked questions to clarify definitions of those responsible for the tax. Other than normal on-premises restaurants, snack shops, concession stands, gas station/food marts, and catering services, would apply. Churches, schools, not-for-profits serving on occasional basis were exempt. Council Member Abel stated he would vote no based on constituents input in opposition. On roll call vote, Kortkamp, Strand, Jones, and Dunn; Nays, Abel and Blanchard. Motion Carried.

RESOLUTION NO. 70-08/09

A RESOLUTION ADOPTING THE FISCAL YEAR MAY 1, 2009 THROUGH APRIL 30, 2010 BUDGET FOR THE CITY OF PEKIN, ILLINOIS

Motion by Council Member Kortkamp, seconded by Council Member Jones, that Resolution No. 70-08/09 be adopted. Council Member Blanchard addressed the proposed use of TIF reserves and MFT reserves and felt there were still cuts to be made. He noted TIF funds earmarked for relocating riverfront power lines could be used for sewers throughout the TIF. He then suggested use of reserves. On roll call vote, Ayes, Abel, Jones, Strand, Kortkamp, and Dunn; Nays, Blanchard. Motion Carried.

Motion by Council Member Jones, seconded by Council Member Strand, that the **AGREEMENT WITH ILLINOIS CENTRAL RAILROAD COMPANY FOR GRADE CROSSING IMPROVEMENTS** in the amount of \$254,145.00 be approved. Public Works Director Joe Wuellner advised that Council had approved the expenditure based on an estimate of \$250,000.00 at the meeting of December 8, 2008 for the extension of Hanna Drive. With approval, the Railroad will start the procurement of necessary equipment and the City will begin draw down on the EDA grant. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **EXPENDITURE FOR RELOCATING THE INDUSTRIAL SPUR SERVICING HANNA STEEL** in the amount of \$169,508.00 be approved. Mr. Wuellner informed Council the expenditure was to install a new switch and bring the rails to the property lines for the spur. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Blanchard, that the low bid for **EASTSIDE STATION CONCRETE IMPROVEMENTS** in the amount of \$40,535.00 be approved and the contract be awarded to Illinois Civil Construction, Inc. Council was informed that bids were opened publicly on February 13, 2009 to replace the concrete at the Eastside Fire Station that has begun to fail as evident by large cracks and settling. Staff recommended ICCI as the low qualified bidder. On roll call vote, all present voted Aye.

RESOLUTION NO. 71-08/09

IDOT RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS

Motion by Council Member Blanchard, seconded by Council Member Abel, that Resolution No. 71-08/09 be adopted. Staff requested the appropriation of \$500,000 Motor Fuel Tax for seal coating operations and possible Heat and Scarify process based on 5-year Street Plan from May 1, 2009-April 30, 2010. MFT funding would be utilized in addition to Street Department budget, and CDBG funds for a \$916,500.00 program. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Strand spoke in appreciation of the Open House Celebration at Illinois Central College South in Riverway Business Park. The facility was a positive addition to Pekin.

Council Member Kortkamp noted the continuing growth of the area having attended the Ground Breaking for Tazewell Mental Health 15-unit permanent supportive living housing facility for the seriously mentally ill on February 20, 2009. She also extended her appreciation to the Tazewell County Historic Places Society for hosting the 200th Birthday Celebration for the Abraham Lincoln Bi-Centennial at the Park Pavilion on February 12, 2009.

Council Member Jones suggested staff consider reviewing the government channel 22 programming and changing the format. Council Member Blanchard also asked that the City Website be upgraded to be more user friendly. Council Member Abel encouraged the community to attend the Firefighters Charity Dance on Saturday March 21, 2009 at the Moose. The event raises funds for local agencies.

Mayor Dunn expressed appreciation to the Council and staff for their attendance at the Legislative reception on Monday, February 23, 2009. He also announced that the City invited the Broadmoor Boys Basketball team who had won the State Tournament runner-up trophy to attend a future Council Meeting to be recognized for their achievements.

Bill Gilroy 1312 South 11th Street addressed Council and suggested that the City should have contacts for the owners of repossessed houses throughout the City in order to do something about their appearance. Mr. Gilroy spoke in disagreement with the City investing additionally in the Riverfront area. He stated that Council Member votes on the taxing ordinances would be remembered at election time.

EXECUTIVE SESSION

Motion by Council Member Strand, seconded by Council Member Blanchard, that **Council move to Executive Session** at 7:20 P.M. to discuss 5 ILCS 120/2 (c) 6. The setting of a price for sale or lease of Municipally Owned Property and 5 ILCS 120/2 (c.) 3. Selection, Appointment, Performance, Discipline, or a Vacancy in a Public Office. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 7:40 P.M.

Sue E. McMillan

City Clerk

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, JANUARY 22, 2009

3:00 P.M.

CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 3:00p.m.

PLEDGE of ALLEIGENCE

VonRohr led the pledge

ROLL CALL

The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Dave Eitenmiller, Fire Chief Lauss, Holly Brown, and Police Chief Gillespie. Also present: Sue Bosich, Assistant Corporation Counsel and Sue McMillan, City Clerk.

APPROVAL OF AGENDA

Lauss made a motion to approve the Agenda as presented seconded by Eitenmiller. Motion passed

APPROVAL OF MINUTES

Gillespie made a motion to approve the December 8th, 2008 minutes as presented, seconded by Brown. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

Beer Belly's, LLC dba Beer Belly's – new liquor application – Cory Hart and Jeremy Isbell were present for meeting.

Eitenmiller made a motion to recommend a Class A Liquor License to Beer Belly's, LLC dba Beer Belly's on contingent that Ron Sieh from the Inspections Department does his final walk-thru and issues an occupancy permit, seconded by Lauss. Motion passed.

Discussion: Construction still going on. Cory Hart stated new grease traps were installed. Jamie Evans with the Fire Department gave the fire inspection and issued occupancy. Lauss stated he signed off on the Fire alarms and occupancy is posted. Cory will need to finish up with construction and get with Ron Sieh for final walk-thru. Cory stated they want to open first week in February.

Pekin Park District – Discussion on selling alcohol at the two golf courses – Lick Creek and Parkview

Bob Blackwell, Director of Parks and Dick Wherry, Park District Attorney were present. Wherry handed out the Park Districts new Ordinance and the Park Districts Standard Operating Procedures. The new Ordinance was going in front of the Park Board tonight. One section of the Standard Operating Procedures under V. Method of Distribution Wherry and Blackwell will revisit regarding how many alcohol beverages can be sold in clubhouse and from the beverage cart. They stated that the beverage cart would not be operational the whole time; there will be days when it won't be running and they will stop selling alcohol by 10:00pm. Sue Bosich to research the State Statute on "Happy Hour". III Code of Conduct; how will this be policed for golfers not to bring in coolers or drink in the parking lot. Signs will be posted and also staff will be policing the area, if golfers are caught they will be asked to leave. Violations the Park District Police will be called. VonRohr stated he would also like to be called when violations occur. If not reported the licensee will be in violation of the City of Pekin's liquor code. All employees selling or serving alcohol will be 21 years of age and will have to go through a "smart serve techniques" class. The question was asked when they have the High School kids out for tournaments and alcohol is present. It was stated that there would be no need to serve alcohol at these tournaments. There will be two separate liquor licenses. The Park District plans on being back with new applications at the next Liquor Commission Meeting in February.

Any Other Business to Come Before the Commission:

Sue Bosich to research the Articles of Incorporation for the Park District.

Holly Brown stated she will be out of town the last two weeks in February.

Gillespie to email Mayor Rusty Dunn to set up a meeting with him and Deputy Liquor Commissioner VonRohr.

Meeting adjourned at 4:145P.M. Next Meeting: Thursday, February 26th at 3:00pm

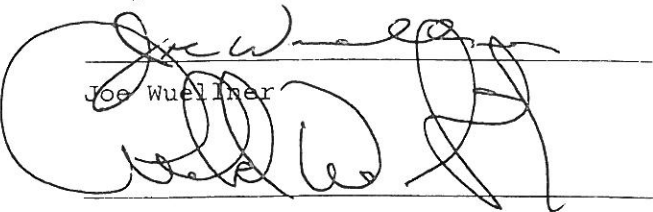
Respectfully submitted Paula Gensel

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
FEBRUARY '2009

	PERMITS	VALUE	FEEs
BUILDING DEPT	19	\$ 103,407.00	\$ 5,504.00
ELECTRIC DEPT	9	\$.00	\$ 351.00
HVAC DEPT	24	\$ 47,297.00	\$ 800.00
PLUMBING DEPT	19		\$ 290.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	0		\$.00
SEWER PERMITS	6		\$ 330.00
SEWER TAP RES	0		\$.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	77	\$ 150,704.00	\$ 7,275.00

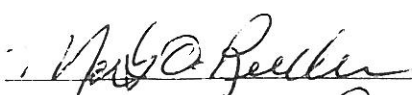
TOTAL CODE ENFORCEMENT COMPLAINTS - 65

Respectfully submitted,

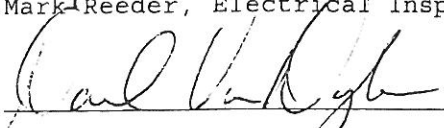


Joe Wuellner

Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2009

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG. PERMITS
JANUARY			1.00	\$1,299,701	0.00	\$428,977	12.00	\$417,603	0.00	\$0	19.00
FEBRUARY					5.00	\$20,480	8.00	\$70,000	0.00	\$0	19.00
MARCH											
APRIL											
MAY											
JUNE											
TOTAL 6 MO.	0.00	0.00	0.00	1.00	1,299,701	0.00	0.00	428,957	20.00	488,203	38.00
JULY											
AUGUST											
SEPTEMBER											
OCTOBER											
NOVEMBER											
DECEMBER											
TOTAL 6 MO.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YEAR	0	50	0.00	50	1.00	\$1,299,701	0.00	50	11.00	\$455,457	20.00
										\$488,203	38.00

WHEREAS, Young Authors is a District-wide program and in its twenty-third year in our Pekin Elementary Schools, District No. 108; and

WHEREAS, over 3400 students, kindergarten through eighth grade, have an opportunity to participate and to write their own books; and

WHEREAS, this program entails teachers using District writing assignments and helping students turn those assignments into books, illustrated, laminated, and bound, to give each student a lasting memento; and

WHEREAS, 150 District representatives were chosen for the Young Authors District Conference which is being held in the auditorium at Washington Intermediate School on Monday, March 16, 2009, with the children's books on display; and

WHEREAS, six representatives will be selected to represent District 108 at the State Young Authors Conference at Illinois State University on Saturday, May 16, 2009.

WHEREAS, the staff and parents of District 108 deserve recognition for their many hours of direction and encouragement;

NOW, THEREFORE, BE IT RESOLVED that I, Rusty Dunn, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of March 16th to be

"YOUNG AUTHORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join in paying special recognition to all of our young writers of today.

ADOPTED, this 9th day of March, in the Year of Our Lord, Two Thousand and Nine.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

CHARITABLE SOLICITATION REGISTRATION FORM

Agenda

1. Date Submitted 2-19-09

NAME: ~~Address~~ of Organization Pekin High Swim + Dive Boosters Club

Telephone Number 353-3924 Teresa Handlen, President

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

Teresa Handlen 1822 VALLE VISTA, Pekin 353-3924

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

1822 VALLE VISTA, PEKIN

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: NONE

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: N/A

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

We will be SELLING Designer Knock-Off Purses AT COUNTY MARKET PARKING LOT. Purses will be \$20-\$50. 60% of sales go towards ^{Swim} Booster Club. April 25th

6. Supply the following information for each member of the group, including who is in charge: 8:30-1pm

Name: Last

First

M

Date of Birth

Name, Address Relationship of next of kin

Teresa Handlen, President 4-23-60

Koonce Darla Vice President

Clark Brenda Treasurer

Morrison Andrea Sect.

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

Providing Sweetshirts, caps, towels, food & drinks
for swimmers & divers & coaches. Banners &
pictures for pool deck. End of season banquets.

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

Pekin High Swim & Dive Booster Club

9. Do you employ a full-time salaried Executive Director: NO
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: NO If YES, give name and address of such Organization or person:

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

NONE

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

NO

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

DATE: 2-18-09

SIGNED: Teressa Handl

RESOLUTION No. 72-08/09

March 9, 2009
PEKIN, ILLINOIS,

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the City Clerk be and she is hereby directed to publish the Zoning Map of the City of Pekin,
December 31, 2008, revision, hereunto attached as Exhibit A, in pamphlet form.



SIGNED BY

MAYOR.

PUBLIC NOTICE

Public Notice is hereby given that on March 9, 2009 the City Council of the City of Pekin adopted Resolution No. 72-08/09 directing that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19.

Said resolution has been published in Pamphlet form. The Zoning Map with all revisions as of December 31, 2008 is available for public inspection upon request in the Office of the City Clerk, 111 S. Capitol Street, Pekin, Illinois 61554.



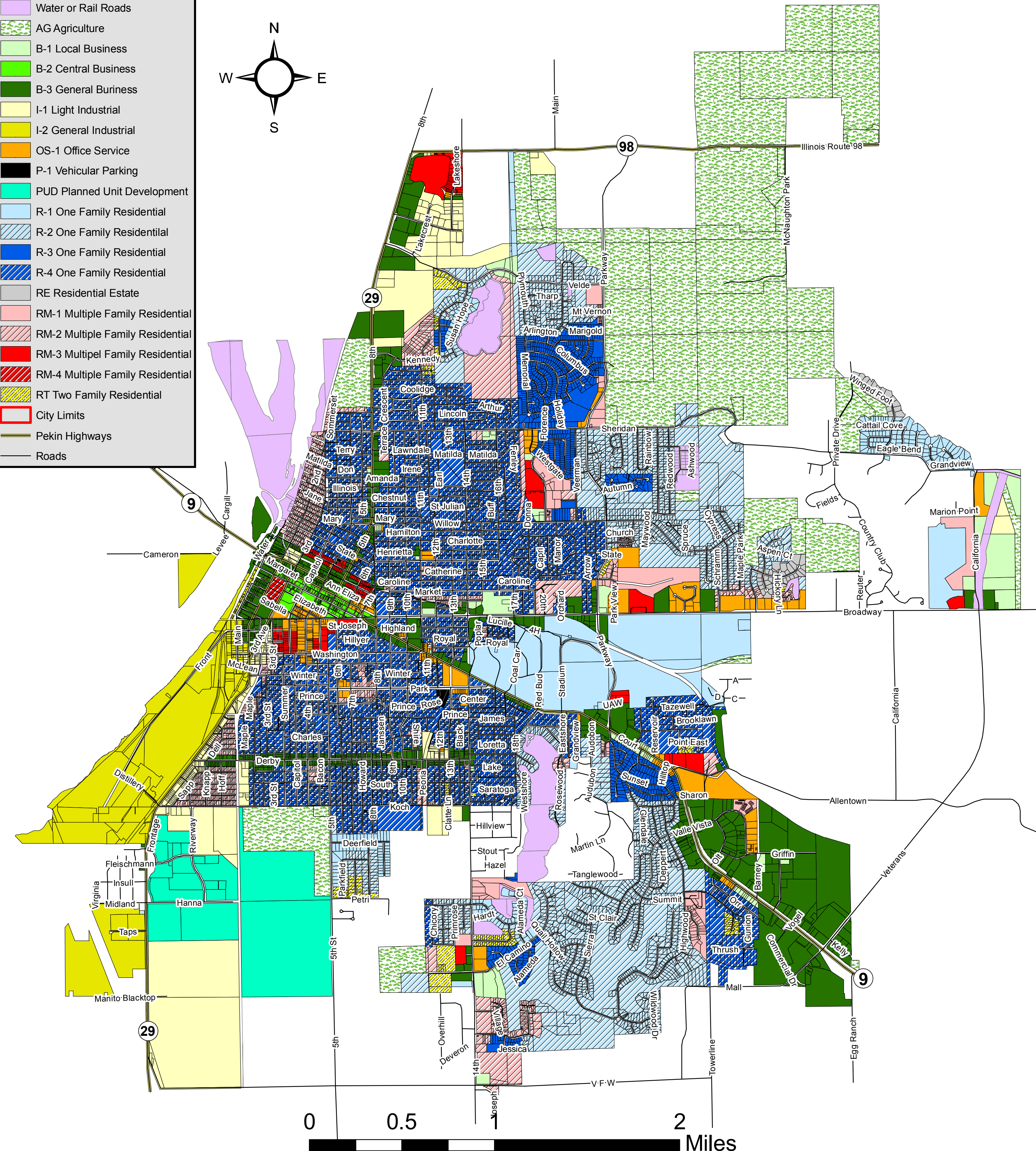
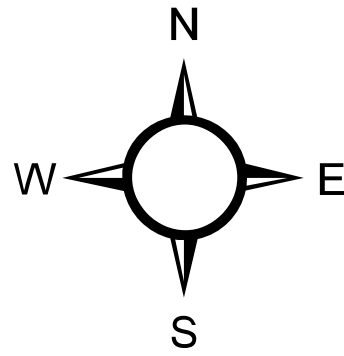
City of Pekin Zoning

Legend

CityParcels

Zoning Category

- Water or Rail Roads
- AG Agriculture
- B-1 Local Business
- B-2 Central Business
- B-3 General Business
- I-1 Light Industrial
- I-2 General Industrial
- OS-1 Office Service
- P-1 Vehicular Parking
- PUD Planned Unit Development
- R-1 One Family Residential
- R-2 One Family Residential
- R-3 One Family Residential
- R-4 One Family Residential
- RE Residential Estate
- RM-1 Multiple Family Residential
- RM-2 Multiple Family Residential
- RM-3 Multipel Family Residential
- RM-4 Multiple Family Residential
- RT Two Family Residential
- City Limits
- Pekin Highways
- Roads



OPENING MARCH 2, 2009 @ 10:00 A.M.

[illegible]

RECYCLING

Year	Curbside	McDonald's	Total	Savings
2004	6,782 Tons	2,347 Tons	9,129 Tons	
	Recycle \$9.20	Recycle	\$83,986.00	
	Landfill \$23.50	Landfill	\$214,531.00	\$130,545.00
2005	6,991 Tons	2,386 Tons	9,377 Tons	
	Recycle \$9.54	Recycle	\$89,456.00	
	Landfill \$25.50	Landfill	\$239,113.00	\$149,657.00
2006	7,017 Tons	2,126 Tons	9,143 Tons	
	Recycle \$9.90	Recycle	\$90,515.00	
	Landfill \$27.50	Landfill	\$251,432.00	\$160,917.00
2007	7,526 Tons	2,373 Tons	9,899 Tons	
	Recycle \$9.20	Recycle	\$91,070.00	
	Landfill \$29.50	Landfill	\$292,020.00	\$200,950.00
2008	8,354 Tons	3,026 Tons	11,380 Tons	
	Recycle \$9.20	Recycle	\$104,696.00	
	Landfill \$31.50	Landfill	\$358,470.00	\$253,774.00

The past 5 years landfill space has been saved by recycling **48,928 Tons**

The past 5 years recycling versus landfill = **savings of \$895,843.00**



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Greg Ranney and Dennis Kief(03/505/2009)

AGENDA ITEMS: Amendment to Agreement with PDC

AGENDA DATE REQUESTED: March 9, 2009

ACTION REQUESTED: Approval of the Amendment to Agreement with PDC for Landfill Tipping Fees

BACKGROUND: On February 9, 2004, the City of Pekin entered into an agreement with Peoria Disposal Company for 7 Year (with 3 one year options) contract for disposal of waste at the Indian Creek landfill near Hopedale. At the time we entered into that agreement the tipping fee was \$23.50/ton. The next closest bid was \$33.25/ton. We all know that landfills are in demand and it is not uncommon for communities to be hauling there waste nearly 100 miles. We have this opportunity to be guaranteed a landfill into the year 2025. At the same time we re-negotiated downward the tipping fee every year. The original 10 year contract saved the City approximately \$1,175,000 in tipping fees. The ne-negotiated fees will save over another \$100,000 just in the remainder of that original 10 years.

Instead of the tipping fee increasing \$2/ton/year, it will remain the same for the next year, and increase \$1/ton the following year.

FINANCIAL IMPACT: \$25,000+ savings first year alone

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: secure landfill location until Year 2025 and further reduce cost

IMPACT IF DENIED: remain in current contract

ALTERNATIVES: N/A.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Prosperous Community theme

Contract Year 1	13,032.28	\$	306,405.53	\$	23.50	\$	33.25	\$	433,323.14	\$	126,917.61
Contract Year 2	12,981.35	\$	330,751.50	\$	25.50	\$	35.15	\$	456,294.45	\$	125,542.95
Contract Year 3	12,714.14	\$	349,626.73	\$	27.50	\$	37.05	\$	471,058.89	\$	121,432.16
Contract Year 4	12,515.34	\$	369,188.78	\$	29.50	\$	38.95	\$	487,472.49	\$	118,283.71
Contract Year 5	12,500.00	\$	393,750.00	\$	31.50	\$	40.85	\$	510,625.00	\$	116,875.00
Contract Year 6	12,500.00	\$	418,750.00	\$	33.50	\$	42.75	\$	534,375.00	\$	115,625.00
Contract Year 6R	12,500.00	\$	406,250.00	\$	32.50	\$	42.75	\$	534,375.00	\$	128,125.00
Contract Year 7	12,500.00	\$	443,750.00	\$	35.50	\$	44.65	\$	558,125.00	\$	114,375.00
Contract Year 7R	12,500.00	\$	418,750.00	\$	33.50	\$	44.65	\$	558,125.00	\$	139,375.00
Contract Year 8	12,500.00	\$	468,750.00	\$	37.50	\$	46.55	\$	581,875.00	\$	113,125.00
Contract Year 8R	12,500.00	\$	443,750.00	\$	35.50	\$	46.55	\$	581,875.00	\$	138,125.00
Contract Year 9	12,500.00	\$	493,750.00	\$	39.50	\$	48.45	\$	605,625.00	\$	111,875.00
Contract Year 9R	12,500.00	\$	468,750.00	\$	37.50	\$	48.45	\$	605,625.00	\$	136,875.00
Contract Year 10	12,500.00	\$	518,750.00	\$	41.50	\$	50.35	\$	629,375.00	\$	110,625.00
Contract Year 10R	12,500.00	\$	493,750.00	\$	39.50	\$	50.35	\$	629,375.00	\$	135,625.00
Grand Totals Original Years			\$ 4,093,472.54						\$ 5,268,148.97		\$ 1,174,676.43
Grand Totals Revised Years			\$ 3,980,972.54						\$ 5,268,148.97		\$ 1,287,176.43

REQUIRED SIGNATURES

Department Director

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

THIS FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT ("Agreement") is made and effective March 9, 2009, between City of Pekin, County of Tazewell, Illinois, a Municipal Corporation ("City"), and Peoria Disposal Company, a Nevada corporation ("Contractor").

WHEREAS, City and Contractor entered into a certain Solid Waste Disposal Agreement effective February 9, 2004 (the "Solid Waste Disposal Agreement");

WHEREAS, City and Contractor desire to amend the Solid Waste Disposal Agreement to effectuate certain changes and revisions thereof;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor hereby amend the Solid Waste Disposal Agreement as follows:

1. The term of the Solid Waste Disposal Agreement is deleted in its entirety and the following is substituted in lieu thereof:

The term of this Agreement shall be from September 1, 2004, through and including April 30, 2025.

2. Paragraph 4 of the Solid Waste Disposal Agreement is deleted in its entirety and the following is substituted in lieu thereof:

4. DISPOSAL FEES

Contract Year One (1) (Sept. 1, 2004 – Aug. 31, 2005)
Disposal at Indian Creek Landfill: \$23.50 Per Ton

Contract Year Two (2) (Sept. 1, 2005 – Aug. 31, 2006)
Disposal at Indian Creek Landfill: \$25.50 Per Ton

Contract Year Three (3) (Sept. 1, 2006 – Aug. 31, 2007)
Disposal at Indian Creek Landfill: \$27.50 Per Ton

Contract Year Four (4) (Sept. 1, 2007 – Aug. 31, 2008)
Disposal at Indian Creek Landfill: \$29.50 Per Ton

Contract Year Five (5) (Sept. 1, 2008 – Aug. 31, 2009)
Disposal at Indian Creek Landfill: \$31.50 Per Ton

Contract Year Six (6) (Sept. 1, 2009 – April 30, 2010)
Disposal at Indian Creek Landfill: \$31.50 Per Ton

Contract Year Seven (7) (May 1, 2010 – April 30, 2011)
Disposal at Indian Creek Landfill: \$32.50 Per Ton

Contract Year Eight (8) (May 1, 2011 – April 30, 2012)
Disposal at Indian Creek Landfill: \$33.50 Per Ton

Contract Year Nine (9) (May 1, 2012 – April 30, 2013)
Disposal at Indian Creek Landfill: \$35.50 Per Ton

Contract Year Ten (10) (May 1, 2013 – April 30, 2014)
Disposal at Indian Creek Landfill: \$37.50 Per Ton

Contract Year Eleven (11) (May 1, 2014 – April 30, 2015)
Disposal at Indian Creek Landfill: \$39.50 Per Ton

Contract Year Twelve (12) (May 1, 2015 – April 30, 2016)
Disposal at Indian Creek Landfill: \$41.50 Per Ton

Contract Year Thirteen (13) (May 1, 2016 – April 30, 2017)
Disposal at Indian Creek Landfill: \$43.50 Per Ton

Contract Year Fourteen (14) (May 1, 2017 – April 30, 2018)
Disposal at Indian Creek Landfill: \$45.50 Per Ton

Contract Year Fifteen (15) (May 1, 2018 – April 30, 2019)
Disposal at Indian Creek Landfill: \$47.50 Per Ton

Contract Year Sixteen (16) (May 1, 2019 – April 30, 2020)
Disposal at Indian Creek Landfill: \$49.50 Per Ton

Contract Year Seventeen (17) (May 1, 2020 – April 30, 2021)
Disposal at Indian Creek Landfill: \$51.50 Per Ton

Contract Year Eighteen (18) (May 1, 2021 - April 30, 2022)
Disposal at Indian Creek Landfill: \$53.50 Per Ton

Contract Year Nineteen (19) (May 1, 2022 – April 30, 2023)
Disposal at Indian Creek Landfill: \$55.50 Per Ton

Contract Year Twenty (20) (May 1, 2023 – April 30, 2024)
Disposal at Indian Creek Landfill: \$57.50 Per Ton

Contract Year Twenty-one (21) (May 1, 2024 – April 30, 2025)
Disposal at Indian Creek Landfill: \$59.50 Per Ton

3. Paragraph 22 of the Solid Waste Disposal Agreement is deleted and not replaced.

4. Except as hereinabove set forth, the Solid Waste Disposal Agreement shall remain unmodified and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Solid Waste Disposal Agreement to be executed by their respective duly authorized officers or representatives on the date first above written.

CITY OF PEKIN

PEORIA DISPOSAL COMPANY

By: _____
Mayor

By: _____
Royal J. Coulter

Attest: _____
City Clerk

Attest: _____
Secretary

109-264



Tazewell County Landfill, Inc.

P.O. Box 9071
PEORIA, IL 61612-9071
PH: (309)688-0760
FAX: (309) 688-9611

March 4, 2009

Mr. Greg Ranney
Superintendent of Transportation & Solid Waste
City of Pekin
1130 Koch Street
Pekin, IL 61554

Re: Proposed disposal rates at Indian Creek Landfill for long-term contract

Dear Mr. Ranney:

On behalf of the staff of Peoria Disposal Company (PDC) and Indian Creek Landfill (ICL), it has been a pleasure to provide disposal services to the City of Pekin (Pekin) during the last four years. We have received over 56,000 tons of municipal solid waste at ICL from Pekin since our contract began on September 1, 2004. It is our hope that our enclosed proposal will allow ICL to continue to serve as Pekin's preferred disposal outlet for years to come.

We appreciate your participation and support during the process to re-open ICL in 2001-2003 and the landfill expansion process that took place with the Tazewell County Board (Board) in early 2007. As you know, the Board approved an amended host agreement in September 2006 that provided County residents a number of new benefits at ICL, two of which deserve special mention. First, for every ton of waste accepted at ICL, \$0.25 will be directed to a perpetual care fund that will be used for maintenance and monitoring of the landfill after it is closed, which greatly exceeds all federal and state requirements. To the best of our knowledge, ICL is the first and only landfill in Illinois that has a perpetual environmental protection provision in place. Second, the Board received a capacity guarantee from ICL in which the landfill must remain open for Tazewell County municipalities and businesses through December 31, 2031.

In March 2007, the Tazewell County Board approved the expansion of ICL. In May 2007, ICL submitted its permit application to the Illinois Environmental Protection Agency (IEPA) to develop the expanded landfill footprint that was approved by the Board. Last week, ICL received its new landfill permit from the IEPA, which grants 16,150,784 airspace cubic yards of new capacity (i.e. 10,500,000 tons), a copy of which is attached. Compared to the next closest operating landfill in the region, Peoria City/County Landfill No. 2, ICL has 8,000,000 more tons of disposal capacity to now serve the disposal needs of the Tri-County region.

Mr. Greg Ranney

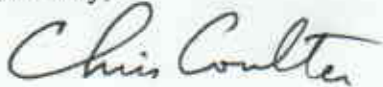
Page 2

March 4, 2009

Because of this new capacity, ICL is now in a position to provide long-term disposal pricing for Pekin's municipal waste stream. Because of Pekin's critical role in supporting the re-opening of ICL, and its subsequent expansion, ICL is pleased to provide the attached contract amendment with disposal rates for the next fifteen (15) years. These rates will save more than **\$170,000** over the remaining term of our existing disposal agreement. As compared to other published disposal arrangements that municipalities have with Peoria City/County Landfill No. 2, the cost savings for Pekin are even more significant when considering this proposed arrangement.

Thank you once again for the support given to the re-opening and expansion of ICL. I look forward to attending the upcoming Pekin City Council meeting and answering any questions. In the meantime, if you need additional information from me on ICL, please let me know.

Sincerely,



PEORIA DISPOSAL COMPANY

Christopher R. Coulter

Vice President

Enclosures (7)

C: Dennis Kief -- City of Pekin
Joe Roberts -- PDC

ENVIRONMENT

CITY OF PEKIN ACTIVITY FOR THE PERIOD SEPTEMBER 1, 2004 THRU AUGUST 30, 2013

CUST	PRMT	DESCRIPTION	YR/MO	# LOADS	N LBS	N TNS	TOT \$\$	D RATE	D U/M	WM RATE	WM TOTAL	DIFF
<u>CONTRACT YEAR 1</u>												
1903293	500454	GENREF MUNI. PACKERS	1040901	115	2144890	1,072.45	\$ 25,201.39	\$ 23.50	TN	\$ 33.25	\$ 35,658.80	\$ 10,457.41
1903293	500454	GENREF MUNI. PACKERS	1041001	110	1994110	997.06	\$ 23,428.94	\$ 23.50	TN	\$ 33.25	\$ 33,152.08	\$ 9,723.14
1903293	500454	GENREF MUNI. PACKERS	1041101	115	2190200	1,095.10	\$ 25,733.40	\$ 23.50	TN	\$ 33.25	\$ 36,412.08	\$ 10,678.68
1903293	500454	GENREF MUNI. PACKERS	1041201	131	2279060	1,139.53	\$ 26,777.45	\$ 23.50	TN	\$ 33.25	\$ 37,889.37	\$ 11,111.92
1903293	500454	GENREF MUNI. PACKERS	1050101	114	2010940	1,005.47	\$ 23,627.80	\$ 23.50	TN	\$ 33.25	\$ 33,431.88	\$ 9,804.08
1903293	500454	GENREF MUNI. PACKERS	1050201	99	1811770	905.89	\$ 21,287.91	\$ 23.50	TN	\$ 33.25	\$ 30,120.68	\$ 8,832.77
1903293	500454	GENREF MUNI. PACKERS	1050301	122	2036350	1,018.18	\$ 23,926.68	\$ 23.50	TN	\$ 33.25	\$ 33,854.32	\$ 9,927.64
1903293	500454	GENREF MUNI. PACKERS	1050401	120	2184130	1,092.07	\$ 25,662.64	\$ 23.50	TN	\$ 33.25	\$ 36,311.16	\$ 10,648.52
1903293	500454	GENREF MUNI. PACKERS	1050501	117	2131550	1,065.78	\$ 25,044.82	\$ 23.50	TN	\$ 33.25	\$ 35,437.02	\$ 10,392.20
1903293	500454	GENREF MUNI. PACKERS	1050601	125	2375420	1,187.71	\$ 27,909.92	\$ 23.50	TN	\$ 33.25	\$ 39,491.36	\$ 11,581.44
1903293	500454	GENREF MUNI. PACKERS	1050701	103	2072870	1,036.44	\$ 24,355.16	\$ 23.50	TN	\$ 33.25	\$ 34,461.46	\$ 10,106.30
1903293	500454	GENREF MUNI. PACKERS	1050801	116	2367520	1,183.76	\$ 27,816.86	\$ 23.50	TN	\$ 33.25	\$ 39,360.02	\$ 11,543.16
500454 SubTotal		Contract Year 1		1387	25598810	12,799.41	\$ 300,772.97	\$ 282.00		\$ 399.00	\$ 425,580.22	\$ 124,807.25
1903293	500462	CITY CLEAN UP - PKRS	1041001	11	112420	56.21	\$ 1,481.17	\$ 23.50	TN	\$ 33.25	\$ 1,868.98	\$ 387.81
1903293	500462	CITY CLEAN UP - PKRS	1050501	7	89960	44.98	\$ 1,057.01	\$ 23.50	TN	\$ 33.25	\$ 1,495.59	\$ 438.58
500462 SubTotal		Contract Year 1		18	202380	101.19	\$ 2,538.18	\$ 47.00		\$ 66.50	\$ 3,364.57	\$ 826.39
1903293	500464	CITY CLEAN UP-R/O X	1041001	13	93260	46.63	\$ 1,095.77	\$ 23.50	TN	\$ 33.25	\$ 1,550.45	\$ 454.68
1903293	500464	CITY CLEAN UP-R/O X	1041101	1	10020	5.01	\$ 117.73	\$ 23.50	TN	\$ 33.25	\$ 166.58	\$ 48.85
1903293	500464	CITY CLEAN UP-R/O X	1050101	1	7820	3.91	\$ 91.88	\$ 23.50	TN	\$ 33.25	\$ 130.01	\$ 38.13
1903293	500464	CITY CLEAN UP-R/O X	1050301	1	5100	2.55	\$ 59.92	\$ 23.50	TN	\$ 33.25	\$ 84.79	\$ 24.87
1903293	500464	CITY CLEAN UP-R/O X	1050401	1	4480	2.24	\$ 52.64	\$ 23.50	TN	\$ 33.25	\$ 74.48	\$ 21.84
1903293	500464	CITY CLEAN UP-R/O X	1050501	13	125400	62.70	\$ 1,473.41	\$ 23.50	TN	\$ 33.25	\$ 2,084.78	\$ 611.37
1903293	500464	CITY CLEAN UP-R/O X	1050601	1	3160	1.58	\$ 37.13	\$ 23.50	TN	\$ 33.25	\$ 52.54	\$ 15.41
1903293	500464	CITY CLEAN UP-R/O X	1050701	2	8260	4.13	\$ 97.05	\$ 23.50	TN	\$ 33.25	\$ 137.32	\$ 40.27
1903293	500464	CITY CLEAN UP-R/O X	1050801	1	5860	2.93	\$ 68.85	\$ 23.50	TN	\$ 33.25	\$ 97.42	\$ 28.57
500464 SubTotal		Contract Year 1		34	263360	131.68	\$ 3,094.38	\$ 211.50		\$ 299.25	\$ 4,378.36	\$ 1,283.98
Grand Total		Contract Year 1		1439	26064550	13,032.28	\$ 306,405.53	\$ 306,405.53		\$ 764.75	\$ 433,323.14	\$ 126,917.61

CONTRACT YEAR 2

1903293	500454	GENREF MUNI. PACKERS	1050901	111	2220970	1,110.49	\$	28,315.95	\$	25.50	TN	\$	35.15	\$	39,033.55	\$	10,717.60
1903293	500454	GENREF MUNI. PACKERS	1051001	104	2014930	1,007.47	\$	25,688.98	\$	25.50	TN	\$	35.15	\$	35,412.39	\$	9,723.41
1903293	500454	GENREF MUNI. PACKERS	1051101	112	2250760	1,125.38	\$	28,441.63	\$	25.50	TN	\$	35.15	\$	39,557.11	\$	11,115.48
1903293	500454	GENREF MUNI. PACKERS	1051201	123	2144490	1,072.25	\$	27,340.75	\$	25.50	TN	\$	35.15	\$	37,689.41	\$	10,348.66
1903293	500454	GENREF MUNI. PACKERS	1060101	112	2058040	1,029.02	\$	26,239.54	\$	25.50	TN	\$	35.15	\$	36,170.05	\$	9,930.51
1903293	500454	GENREF MUNI. PACKERS	1060201	98	1705740	852.87	\$	21,747.70	\$	25.50	TN	\$	35.15	\$	29,978.38	\$	8,230.68
1903293	500454	GENREF MUNI. PACKERS	1060301	111	2042290	1,021.15	\$	26,038.55	\$	25.50	TN	\$	35.15	\$	35,893.25	\$	9,854.70
1903293	500454	GENREF MUNI. PACKERS	1060401	105	2078150	1,039.08	\$	26,495.02	\$	25.50	TN	\$	35.15	\$	36,523.49	\$	10,028.47
1903293	500454	GENREF MUNI. PACKERS	1060501	112	2176740	1,088.37	\$	27,752.16	\$	25.50	TN	\$	35.15	\$	38,256.21	\$	10,504.05
1903293	500454	GENREF MUNI. PACKERS	1060601	121	2321220	1,160.61	\$	29,594.28	\$	25.50	TN	\$	35.15	\$	40,795.44	\$	11,201.16
1903293	500454	GENREF MUNI. PACKERS	1060701	102	2065210	1,032.61	\$	26,330.29	\$	25.50	TN	\$	35.15	\$	36,296.07	\$	9,965.78
1903293	500454	GENREF MUNI. PACKERS	1060801	114	2321680	1,160.84	\$	29,600.13	\$	25.50	TN	\$	35.15	\$	40,803.53	\$	11,203.40
500454 SubTotal		Contract Year 2		1325	25400220	12,700.11	\$	323,584.98	\$	306.00		\$	421.80	\$	446,408.87	\$	122,823.89
1903293	500462	CITY CLEAN UP - PKRS	1051001	6	69000	34.50	\$	879.74	\$	25.50	TN	\$	35.15	\$	1,212.68	\$	332.94
1903293	500462	CITY CLEAN UP - PKRS	1060501	10	130260	65.13	\$	1,660.79	\$	25.50	TN	\$	35.15	\$	2,289.32	\$	628.53
500462 SubTotal		Contract Year 2		16	199260	99.63	\$	2,540.53	\$	51.00		\$	70.30	\$	3,501.99	\$	961.46
1903293	500464	CITY CLEAN UP-R/O X	1050901	5	19740	9.87	\$	246.72	\$	25.50	TN	\$	35.15	\$	346.93	\$	100.21
1903293	500464	CITY CLEAN UP-R/O X	1051001	11	95700	47.85	\$	1,220.16	\$	25.50	TN	\$	35.15	\$	1,681.93	\$	461.77
1903293	500464	CITY CLEAN UP-R/O X	1051101	1	4960	2.48	\$	63.24	\$	25.50	TN	\$	35.15	\$	87.17	\$	23.93
1903293	500464	CITY CLEAN UP-R/O X	1060101	4	25120	12.56	\$	320.26	\$	25.50	TN	\$	35.15	\$	441.48	\$	121.22
1903293	500464	CITY CLEAN UP-R/O X	1060201	1	7980	3.99	\$	101.74	\$	25.50	TN	\$	35.15	\$	140.25	\$	38.51
1903293	500464	CITY CLEAN UP-R/O X	1060301	1	3840	1.92	\$	48.96	\$	25.50	TN	\$	35.15	\$	67.49	\$	18.53
1903293	500464	CITY CLEAN UP-R/O X	1060401	3	27700	13.85	\$	353.17	\$	25.50	TN	\$	35.15	\$	486.83	\$	133.66
1903293	500464	CITY CLEAN UP-R/O X	1060501	18	132500	66.25	\$	1,689.33	\$	25.50	TN	\$	35.15	\$	2,328.69	\$	639.36
1903293	500464	CITY CLEAN UP-R/O X	1060601	2	8400	4.20	\$	107.10	\$	25.50	TN	\$	35.15	\$	147.63	\$	40.53
1903293	500464	CITY CLEAN UP-R/O X	1060701	2	22600	11.30	\$	288.14	\$	25.50	TN	\$	35.15	\$	397.20	\$	109.06
1903293	500464	CITY CLEAN UP-R/O X	1060801	1	14680	7.34	\$	187.17	\$	25.50	TN	\$	35.15	\$	258.00	\$	70.83
500464 SubTotal		Contract Year 2		49	363220	181.61	\$	4,625.99	\$	280.50		\$	386.65	\$	6,383.59	\$	1,757.60
Grand Total		Contract Year 2		1390	25962700	12,981.35	\$	330,751.50	\$	637.50		\$	878.75	\$	456,294.45	\$	125,542.95

CONTRACT YEAR 3

1903293	500454	GENREF MUNI. PACKERS	1060901	100	1967380	983.69	\$	27,050.40	\$	27.50	TN	\$	37.05	\$	36,445.71	\$	9,395.31
1903293	500454	GENREF MUNI. PACKERS	1061001	98	1920430	960.22	\$	26,405.55	\$	27.50	TN	\$	37.05	\$	35,575.97	\$	9,170.42
1903293	500454	GENREF MUNI. PACKERS	1061101	106	2171190	1,085.60	\$	29,852.08	\$	27.50	TN	\$	37.05	\$	40,221.29	\$	10,369.21
1903293	500454	GENREF MUNI. PACKERS	1061201	116	2020300	1,010.15	\$	27,777.42	\$	27.50	TN	\$	37.05	\$	37,426.06	\$	9,648.64
1903293	500454	GENREF MUNI. PACKERS	1070101	120	2050490	1,025.25	\$	28,193.18	\$	27.50	TN	\$	37.05	\$	37,985.33	\$	9,792.15
1903293	500454	GENREF MUNI. PACKERS	1070201	96	1601950	800.98	\$	22,026.37	\$	27.50	TN	\$	37.05	\$	29,676.12	\$	7,649.75
1903293	500454	GENREF MUNI. PACKERS	1070301	114	2115660	1,057.83	\$	29,089.53	\$	27.50	TN	\$	37.05	\$	39,192.60	\$	10,103.07
1903293	500454	GENREF MUNI. PACKERS	1070401	113	2085060	1,042.53	\$	28,668.71	\$	27.50	TN	\$	37.05	\$	38,625.74	\$	9,957.03
1903293	500454	GENREF MUNI. PACKERS	1070501	123	2294940	1,147.47	\$	31,554.56	\$	27.50	TN	\$	37.05	\$	42,513.76	\$	10,959.20
1903293	500454	GENREF MUNI. PACKERS	1070601	107	2156350	1,078.18	\$	29,648.55	\$	27.50	TN	\$	37.05	\$	39,946.38	\$	10,297.83
1903293	500454	GENREF MUNI. PACKERS	1070701	112	2244070	1,122.04	\$	30,855.00	\$	27.50	TN	\$	37.05	\$	41,571.40	\$	10,716.40
1903293	500454	GENREF MUNI. PACKERS	1070801	108	2240060	1,120.03	\$	30,800.02	\$	27.50	TN	\$	37.05	\$	41,497.11	\$	10,697.09
500454 SubTotal		Contract Year 3		1313	24867880	12,433.94	\$	341,921.37	\$	330.00		\$	444.60	\$	460,677.48	\$	118,756.11
1903293	500462	CITY CLEAN UP - PKRS	1061001	7	84540	42.27	\$	1,162.40	\$	27.50	TN	\$	37.05	\$	1,566.10	\$	403.70
1903293	500462	CITY CLEAN UP - PKRS	1070501	10	140920	70.46	\$	1,937.63	\$	27.50	TN	\$	37.05	\$	2,610.54	\$	672.91
500462 SubTotal		Contract Year 3		17	225460	112.73	\$	3,100.03	\$	55.00		\$	74.10	\$	4,176.65	\$	1,076.62
1903293	500464	CITY CLEAN UP-R/O X	1060901	2	10920	5.46	\$	150.15	\$	27.50	TN	\$	37.05	\$	202.29	\$	52.14
1903293	500464	CITY CLEAN UP-R/O X	1061001	14	96720	48.36	\$	1,329.86	\$	27.50	TN	\$	37.05	\$	1,791.74	\$	461.88
1903293	500464	CITY CLEAN UP-R/O X	1061101	2	11020	5.51	\$	151.52	\$	27.50	TN	\$	37.05	\$	204.15	\$	52.63
1903293	500464	CITY CLEAN UP-R/O X	1061201	1	4340	2.17	\$	59.67	\$	27.50	TN	\$	37.05	\$	80.40	\$	20.73
1903293	500464	CITY CLEAN UP-R/O X	1070101	1	5640	2.82	\$	77.55	\$	27.50	TN	\$	37.05	\$	104.48	\$	26.93
1903293	500464	CITY CLEAN UP-R/O X	1070201	2	17680	8.84	\$	243.10	\$	27.50	TN	\$	37.05	\$	327.52	\$	84.42
1903293	500464	CITY CLEAN UP-R/O X	1070301	2	14020	7.01	\$	192.77	\$	27.50	TN	\$	37.05	\$	259.72	\$	66.95
1903293	500464	CITY CLEAN UP-R/O X	1070401	1	7940	3.97	\$	109.17	\$	27.50	TN	\$	37.05	\$	147.09	\$	37.92
1903293	500464	CITY CLEAN UP-R/O X	1070501	16	121640	60.82	\$	1,672.52	\$	27.50	TN	\$	37.05	\$	2,253.38	\$	580.86
1903293	500464	CITY CLEAN UP-R/O X	1070601	2	13860	6.93	\$	190.57	\$	27.50	TN	\$	37.05	\$	256.76	\$	66.19
1903293	500464	CITY CLEAN UP-R/O X	1070701	2	13680	6.84	\$	188.10	\$	27.50	TN	\$	37.05	\$	253.42	\$	65.32
1903293	500464	CITY CLEAN UP-R/O X	1070801	2	17480	8.74	\$	240.35	\$	27.50	TN	\$	37.05	\$	323.82	\$	83.47
500464 SubTotal		Contract Year 3		47	334940	167.47	\$	4,605.33	\$	330.00		\$	444.60	\$	6,204.76	\$	1,599.43
Grand Total		Contract Year 3		1377	25428280	12,714.14	\$	349,626.73	\$	715.00		\$	963.30	\$	471,058.89	\$	121,432.16

CONTRACT YEAR 4

1903293	500454	GENREF MUNI. PACKERS	1070901	96	1858240	929.12	\$	27,407.60	\$	29.50	TN	\$	38.95	\$	36,189.22	\$	8,781.62
1903293	500454	GENREF MUNI. PACKERS	1071001	107	2112740	1,056.37	\$	31,161.76	\$	29.50	TN	\$	38.95	\$	41,145.61	\$	9,983.85
1903293	500454	GENREF MUNI. PACKERS	1071101	107	2158570	1,079.29	\$	31,837.26	\$	29.50	TN	\$	38.95	\$	42,038.15	\$	10,200.89
1903293	500454	GENREF MUNI. PACKERS	1071201	109	1917600	958.80	\$	28,283.15	\$	29.50	TN	\$	38.95	\$	37,345.26	\$	9,062.11
1903293	500454	GENREF MUNI. PACKERS	1080101	114	2060190	1,030.10	\$	30,387.39	\$	29.50	TN	\$	38.95	\$	40,122.20	\$	9,734.81
1903293	500454	GENREF MUNI. PACKERS	1080201	94	1661700	830.85	\$	24,508.96	\$	29.50	TN	\$	38.95	\$	32,361.61	\$	7,852.65
1903293	500454	GENREF MUNI. PACKERS	1080301	98	1864630	932.32	\$	27,502.90	\$	29.50	TN	\$	38.95	\$	36,313.67	\$	8,810.77
1903293	500454	GENREF MUNI. PACKERS	1080401	110	2150380	1,075.19	\$	31,717.26	\$	29.50	TN	\$	38.95	\$	41,878.65	\$	10,161.39
1903293	500454	GENREF MUNI. PACKERS	1080501	112	2239170	1,119.59	\$	33,026.45	\$	29.50	TN	\$	38.95	\$	43,607.84	\$	10,581.39
1903293	500454	GENREF MUNI. PACKERS	1080601	105	2133970	1,066.99	\$	31,475.31	\$	29.50	TN	\$	38.95	\$	41,559.07	\$	10,083.76
1903293	500454	GENREF MUNI. PACKERS	1080701	119	2290990	1,145.50	\$	33,790.48	\$	29.50	TN	\$	38.95	\$	44,617.03	\$	10,826.55
1903293	500454	GENREF MUNI. PACKERS	1080801	105	2040620	1,020.31	\$	30,097.72	\$	29.50	TN	\$	38.95	\$	39,741.07	\$	9,643.35
500454 SubTotal		Contract Year 4		1276	24488800	12,244.40	\$	361,196.24	\$	354.00		\$	467.40	\$	476,919.38	\$	115,723.14
1903293	500462	CITY CLEAN UP - PKRS	1071001	5	55580	27.79	\$	819.79	\$	29.50	TN	\$	38.95	\$	1,082.42	\$	262.63
1903293	500462	CITY CLEAN UP - PKRS	1080501	10	115780	57.89	\$	1,707.73	\$	29.50	TN	\$	38.95	\$	2,254.82	\$	547.09
500462 SubTotal		Contract Year 4		15	171360	85.68	\$	2,527.52	\$	59.00		\$	77.90	\$	3,337.24	\$	809.72
1903293	500464	CITY CLEAN UP-R/O X	1070901	2	13900	6.95	\$	205.02	\$	29.50	TN	\$	38.95	\$	270.70	\$	65.68
1903293	500464	CITY CLEAN UP-R/O X	1071001	17	123260	61.63	\$	1,818.04	\$	29.50	TN	\$	38.95	\$	2,400.49	\$	582.45
1903293	500464	CITY CLEAN UP-R/O X	1071101	2	16760	8.38	\$	247.20	\$	29.50	TN	\$	38.95	\$	326.40	\$	79.20
1903293	500464	CITY CLEAN UP-R/O X	1071201	2	11080	5.54	\$	163.42	\$	29.50	TN	\$	38.95	\$	215.78	\$	52.36
1903293	500464	CITY CLEAN UP-R/O X	1080101	1	7780	3.89	\$	114.75	\$	29.50	TN	\$	38.95	\$	151.52	\$	36.77
1903293	500464	CITY CLEAN UP-R/O X	1080201	1	4620	2.31	\$	68.14	\$	29.50	TN	\$	38.95	\$	89.97	\$	21.83
1903293	500464	CITY CLEAN UP-R/O X	1080301	2	13080	6.54	\$	192.93	\$	29.50	TN	\$	38.95	\$	254.73	\$	61.80
1903293	500464	CITY CLEAN UP-R/O X	1080401	1	6120	3.06	\$	90.27	\$	29.50	TN	\$	38.95	\$	119.19	\$	28.92
1903293	500464	CITY CLEAN UP-R/O X	1080501	19	117460	58.73	\$	1,732.49	\$	29.50	TN	\$	38.95	\$	2,287.53	\$	555.04
1903293	500464	CITY CLEAN UP-R/O X	1080601	3	19800	9.90	\$	292.04	\$	29.50	TN	\$	38.95	\$	385.61	\$	93.57
1903293	500464	CITY CLEAN UP-R/O X	1080701	2	14820	7.41	\$	218.59	\$	29.50	TN	\$	38.95	\$	288.62	\$	70.03
1903293	500464	CITY CLEAN UP-R/O X	1080801	2	21840	10.92	\$	322.13	\$	29.50	TN	\$	38.95	\$	425.33	\$	103.20
500464 SubTotal		Contract Year 4		54	370520	185.26	\$	5,465.02	\$	354.00		\$	467.40	\$	7,215.88	\$	1,750.86
Grand Total		Contract Year 4		1345	25030680	12,515.34	\$	369,188.78	\$	767.00		\$	1,012.70	\$	487,472.49	\$	118,283.71

CONTRACT YEAR 5 TO JAN 09

1903293	500454	GENREF MUNI. PACKERS	1080901	110	2219660	1,109.83	\$	34,958.43	\$	31.50	TN	\$	38.95	\$	43,227.88	\$	8,269.45
1903293	500454	GENREF MUNI. PACKERS	1081001	110	2123940	1,061.97	\$	33,451.13	\$	31.50	TN	\$	38.95	\$	41,363.73	\$	7,912.60
19	500454	GENREF MUNI. PACKERS	1081101	98	1853720	926.86	\$	29,196.32	\$	31.50	TN	\$	38.95	\$	36,101.20	\$	6,904.88
19	500454	GENREF MUNI. PACKERS	1081201	107	2052820	1,026.41	\$	32,332.13	\$	31.50	TN	\$	38.95	\$	39,978.67	\$	7,646.54
19	500454	GENREF MUNI. PACKERS	1090101	111	1856460	928.23	\$	29,239.52	\$	31.50	TN	\$	38.95	\$	36,154.56	\$	6,915.04
500454 SubTotal		Contract Year 5 To JAN 09 (5 MOS)		536	10106600	5,053.30	\$	159,177.53	\$	157.50		\$	194.75	\$	196,826.04	\$	37,648.51
1903293	500462	CITY CLEAN UP - PKRS	1081001	6	63600	31.80	\$	1,001.68	\$	31.50	TN	\$	38.95	\$	1,238.61	\$	236.93
19	500462	CITY CLEAN UP - PKRS	1081101	1	33760	16.88	\$	531.72	\$	31.50	TN	\$	38.95	\$	657.48	\$	125.76
19	500462	CITY CLEAN UP - PKRS	1081201	0	0	-	\$	-				\$	38.95	\$	-	\$	-
19	500462	CITY CLEAN UP - PKRS	1090101	0	0	-	\$	-				\$	38.95	\$	-	\$	-
500462 SubTotal		Contract Year 5 To JAN 09 (5 MOS)		7	97360	48.68	\$	1,533.40	\$	63.00		\$	155.80	\$	1,896.09	\$	362.69
1903293	500464	CITY CLEAN UP-R/O X	1080901	1	6860	3.43	\$	108.04	\$	31.50	TN	\$	38.95	\$	133.60	\$	25.56
1903293	500464	CITY CLEAN UP-R/O X	1081001	13	79760	39.88	\$	1,256.20	\$	31.50	TN	\$	38.95	\$	1,553.33	\$	297.13
19	500464	CITY CLEAN UP-R/O X	1081101	1	5520	2.76	\$	86.94	\$	31.50	TN	\$	38.95	\$	107.50	\$	20.56
19	500464	CITY CLEAN UP-R/O X	1081201	1	6700	3.35	\$	105.53	\$	31.50	TN	\$	38.95	\$	130.48	\$	24.95
19	500464	CITY CLEAN UP-R/O X	1090101	1	7260	3.63	\$	114.35	\$	31.50	TN	\$	38.95	\$	141.39	\$	27.04
500464 SubTotal		Contract Year 5 To JAN 09 (5 MOS)		17	106100	53.05	\$	1,671.06	\$	157.50		\$	194.75	\$	2,066.30	\$	395.24
Grand Total		Contract Year 5 To JAN 09 (5 MOS)		560	10310060	5,155.03	\$	162,381.99	\$	378.00		\$	545.30	\$	200,788.42	\$	38,406.43
TOTALS 5 YEAR CONTRACT TO JAN 09				6111	112796270	56,398.14	\$	1,518,354.53									
ESTIMATE TO COMPLETE (7 MOS)				1344	247441440	12,372.07	\$	389,720.20									
TOTALS 5 YEAR CONTRACT ESTIMATED ACTUAL				7455	360237710	68,770.21	\$	1,908,074.73									

Contract Year 1	13,032.28	\$	306,405.53	\$	23.50	\$	33.25	\$	433,323.14	\$	126,917.61
Contract Year 2	12,981.35	\$	330,751.50	\$	25.50	\$	35.15	\$	456,294.45	\$	125,542.95
Contract Year 3	12,714.14	\$	349,626.73	\$	27.50	\$	37.05	\$	471,058.89	\$	121,432.16
Contract Year 4	12,515.34	\$	369,188.78	\$	29.50	\$	38.95	\$	487,472.49	\$	118,283.71
Contract Year 5	12,500.00	\$	393,750.00	\$	31.50	\$	40.85	\$	510,625.00	\$	116,875.00
Contract Year 6	12,500.00	\$	418,750.00	\$	33.50	\$	42.75	\$	534,375.00	\$	115,625.00
Contract Year 6R	12,500.00	\$	406,250.00	\$	32.50	\$	42.75	\$	534,375.00	\$	128,125.00
Contract Year 7	12,500.00	\$	443,750.00	\$	35.50	\$	44.65	\$	558,125.00	\$	114,375.00
Contract Year 7R	12,500.00	\$	418,750.00	\$	33.50	\$	44.65	\$	558,125.00	\$	139,375.00
Contract Year 8	12,500.00	\$	468,750.00	\$	37.50	\$	46.55	\$	581,875.00	\$	113,125.00
Contract Year 8R	12,500.00	\$	443,750.00	\$	35.50	\$	46.55	\$	581,875.00	\$	138,125.00
Contract Year 9	12,500.00	\$	493,750.00	\$	39.50	\$	48.45	\$	605,625.00	\$	111,875.00
Contract Year 9R	12,500.00	\$	468,750.00	\$	37.50	\$	48.45	\$	605,625.00	\$	136,875.00
Contract Year 10	12,500.00	\$	518,750.00	\$	41.50	\$	50.35	\$	629,375.00	\$	110,625.00
Contract Year 10R	12,500.00	\$	493,750.00	\$	39.50	\$	50.35	\$	629,375.00	\$	135,625.00
Grand Totals Original Years			\$ 4,093,472.54						\$ 5,268,148.97		\$ 1,174,676.43
Grand Totals Revised Years			\$ 3,980,972.54						\$ 5,268,148.97		\$ 1,287,176.43

FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

THIS FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT ("Agreement") is made and effective March 9, 2009, between City of Pekin, County of Tazewell, Illinois, a Municipal Corporation ("City"), and Peoria Disposal Company, a Nevada corporation ("Contractor").

WHEREAS, City and Contractor entered into a certain Solid Waste Disposal Agreement effective February 9, 2004 (the "Solid Waste Disposal Agreement");

WHEREAS, City and Contractor desire to amend the Solid Waste Disposal Agreement to effectuate certain changes and revisions thereof;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor hereby amend the Solid Waste Disposal Agreement as follows:

1. The term of the Solid Waste Disposal Agreement is deleted in its entirety and the following is substituted in lieu thereof:

The term of this Agreement shall be from September 1, 2004, through and including April 30, 2025.

2. Paragraph 4 of the Solid Waste Disposal Agreement is deleted in its entirety and the following is substituted in lieu thereof:

4. DISPOSAL FEES

Contract Year One (1) (Sept. 1, 2004 – Aug. 31, 2005)
Disposal at Indian Creek Landfill: \$23.50 Per Ton

Contract Year Two (2) (Sept. 1, 2005 – Aug. 31, 2006)
Disposal at Indian Creek Landfill: \$25.50 Per Ton

Contract Year Three (3) (Sept. 1, 2006 – Aug. 31, 2007)
Disposal at Indian Creek Landfill: \$27.50 Per Ton

Contract Year Four (4) (Sept. 1, 2007 – Aug. 31, 2008)
Disposal at Indian Creek Landfill: \$29.50 Per Ton

Contract Year Five (5) (Sept. 1, 2008 – Aug. 31, 2009)
Disposal at Indian Creek Landfill: \$31.50 Per Ton

Contract Year Six (6) (Sept. 1, 2009 – April 30, 2010)
Disposal at Indian Creek Landfill: \$31.50 Per Ton

Contract Year Seven (7) (May 1, 2010 – April 30, 2011)
Disposal at Indian Creek Landfill: \$32.50 Per Ton

Contract Year Eight (8) (May 1, 2011 – April 30, 2012)
Disposal at Indian Creek Landfill: \$33.50 Per Ton

Contract Year Nine (9) (May 1, 2012 – April 30, 2013)
Disposal at Indian Creek Landfill: \$35.50 Per Ton

Contract Year Ten (10) (May 1, 2013 – April 30, 2014)
Disposal at Indian Creek Landfill: \$37.50 Per Ton

Contract Year Eleven (11) (May 1, 2014 – April 30, 2015)
Disposal at Indian Creek Landfill: \$39.50 Per Ton

Contract Year Twelve (12) (May 1, 2015 – April 30, 2016)
Disposal at Indian Creek Landfill: \$41.50 Per Ton

Contract Year Thirteen (13) (May 1, 2016 – April 30, 2017)
Disposal at Indian Creek Landfill: \$43.50 Per Ton

Contract Year Fourteen (14) (May 1, 2017 – April 30, 2018)
Disposal at Indian Creek Landfill: \$45.50 Per Ton

Contract Year Fifteen (15) (May 1, 2018 – April 30, 2019)
Disposal at Indian Creek Landfill: \$47.50 Per Ton

Contract Year Sixteen (16) (May 1, 2019 – April 30, 2020)
Disposal at Indian Creek Landfill: \$49.50 Per Ton

Contract Year Seventeen (17) (May 1, 2020 – April 30, 2021)
Disposal at Indian Creek Landfill: \$51.50 Per Ton

Contract Year Eighteen (18) (May 1, 2021 - April 30, 2022)
Disposal at Indian Creek Landfill: \$53.50 Per Ton

Contract Year Nineteen (19) (May 1, 2022 – April 30, 2023)
Disposal at Indian Creek Landfill: \$55.50 Per Ton

Contract Year Twenty (20) (May 1, 2023 – April 30, 2024)
Disposal at Indian Creek Landfill: \$57.50 Per Ton

Contract Year Twenty-one (21) (May 1, 2024 – April 30, 2025)
Disposal at Indian Creek Landfill: \$59.50 Per Ton

3. Paragraph 22 of the Solid Waste Disposal Agreement is deleted and not replaced.

4. Except as hereinabove set forth, the Solid Waste Disposal Agreement shall remain unmodified and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Solid Waste Disposal Agreement to be executed by their respective duly authorized officers or representatives on the date first above written.

CITY OF PEKIN

PEORIA DISPOSAL COMPANY

By: _____
Mayor

By: _____
Royal J. Coulter

Attest: _____
City Clerk

Attest: _____
Secretary

109-264

SOLID WASTE DISPOSAL AGREEMENT

AGREEMENT made and entered into this 9th day of Feb., 2004, by and between the City of Pekin, County of Tazewell, Illinois, a Municipal Corporation hereinafter referred to as the CITY and Peoria Disposal Company (PDC Services Inc.) hereinafter designated as the Contractor.

TERM OF AGREEMENT

The term of this agreement shall be from September 1, 2004, through and including August 30, 2011, with (3) one year options to follow.

1. DEFINITIONS

As used herein the following terms shall be defined as follows:

- A. Solid Waste: Consists of all items included in B, C, D, E, F and G below.
- B. Garbage: Consists of waste from preparation, cooking and serving food, market waste, "refuse", "household trash", and "domestic animals".
- C. Refuse: Cartons, boxes, barrels, wood (other than from demolitions), excelsior, household furniture, carpeting, household metals, crockery, ashes, clothing, toys, and minerals placed at curb.
- D. Household Trash: Any accumulations of the material from the operation of a home, which is not included in the definition of Garbage, Household Trash shall include automobile parts which do not exceed 50 pounds in weight (except as may be limited by Paragraph 3, section D below), building material waste from do-it-yourself residential projects and household appliances including refrigerators, stoves, air conditioners, washing machines, dryers, dishwashers, water softeners and water heaters.
- E. Domestic Animals: Dogs, cats, birds and other such animals normally kept as household pets.
- F. Sludge: Post-treatment solids handling from Pekin's Wastewater Treatment Plant.
- G. Fall Street Sweepings: Yard Waste collected only by the City of Pekin's Street Sweeper during the fall of every year.
- H. Base Price: The annual price charged to the City by the Contractor and as may from time to time be amended pursuant to the terms hereof.
- I. Base Monthly Price: 1/12th of the Base Price.

J. Holidays: Holidays to be observed by the Contractor shall be New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

2. CONTRACTOR'S GENERAL OBLIGATION

Contractor agrees for the term hereof to dispose of all Solid Waste from within the corporate limits of the City of Pekin.

The items below do not fall within the scope of this contract and therefor are not the responsibility of the Contractor:

Street Sweepings, dirt, catch basin dirt.

Unwanted Cars and trucks left on public or private property.

Demolition Wastes: Lumber, pipes, brick masonry and other construction materials from razed buildings and other structures, except those wastes defined as Household Trash.

Special Wastes: Hazardous solids and liquids, explosives, pathological wastes, radioactive materials, and any other materials that may be considered special wastes by the IEPA or other regulatory agencies.

Yard Waste: Those materials collected separately by the city of Pekin and disposed of at a compost site.

Recyclables: Those materials collected separately by the City of Pekin and taken to a recycling center.

3. DISPOSAL OF SOLID WASTE

All Solid Waste collected from the City of Pekin shall be received at Indian Creek Landfill, Hopedale. All Landfills must have a Synthetic Liner to qualify to be used. This Contract is for disposal at the designated landfill. This Contract assumes approximately 13,000 tons per year for disposal.

4. **DISPOSAL FEES**

Contract Year One (1) (Sept 1, 2004 - Aug 31, 2005)

Disposal at Indian Creek Landfill: \$23.50 Per Ton

Contract Year Two (2) (Sept 1, 2005 - Aug 31, 2006)

Disposal at Indian Creek Landfill: \$25.50 Per Ton

Contract Year Three (3) (Sept 1, 2006 - Aug 31, 2007)

Disposal at Indian Creek Landfill: \$27.50 Per Ton

Contract Year Four (4) (Sept 1, 2007 - Aug 31, 2008)

Disposal at Indian Creek Landfill: \$29.50 Per Ton

Contract Year Five (5) (Sept 1, 2008 - Aug 31, 2009)

Disposal at Indian Creek Landfill: \$31.50 Per Ton

Contract Year Six (6) (Sept 1, 2009 - Aug 31, 2010)

Disposal at Indian Creek Landfill: \$33.50 Per Ton

Contract Year Seven (7) (Sept 1, 2010 - Aug 31, 2011)

Disposal at Indian Creek Landfill: \$35.50 Per Ton

If the City chooses to extend this contract, the Amount disposal fees shall be:

Option Year One (1) (Sept 1, 2011 - Aug 31, 2012)

Disposal at Indian Creek Landfill: \$37.50 Per Ton

Option Year Two (2) (Sept 1, 2012 - Aug 31, 2013)

Disposal at Indian Creek Landfill: \$39.50 Per Ton
Option Year Three (3) (Sept 1, 2014 - Aug 31, 2015)

Disposal at Indian Creek Landfill:\$41.50

Per Ton

5. PAYMENT OF DISPOSAL FEES

The City shall pay the Contractor twelve monthly installments for the full performance by the Contractor of its duties and obligations; said monthly sum to be paid on or before the 21st day of each month, after receipt of a correct invoice for the preceding month's service commencing October 21, 2004.

6. INSURANCE, BOND AND INDEMNIFICATION

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 Dollars (\$1,000,000) combined bodily injury and property damage limit per accident, and City shall be named as an additional insured thereon. The Contractor shall also maintain worker's compensation insurance in amounts no less than statutory limit. If the Contractor wishes to self-insure, the Contractor shall offer evidence of such self-insurance subject to approval by the City.

In order to protect the City against a failure to perform, the Contractor shall either:

- A. Furnish the City at all times for the terms hereof with the annual performance bond in the amount of two hundred and fifty thousand dollars (\$250,000) or
- B. Furnish the City with a cash deposit or Certificate of Deposit from a local bank in the amount of two hundred and fifty thousand dollars (\$250,000) to be held by the City for the term of this contract. Accumulated interest from the deposit of cash or from the Certificate of Deposit shall belong to the City, or
- C. Agree to retainage from the monthly installments of payment of the price for the first twelve (12) months in the amount of twenty thousand eight hundred and thirty four dollars (\$20,834). Such retainage shall be payable to the Contractor upon satisfactory completion of this contract as determined solely by the Mayor. Accumulated interest from the deposit of such retainage shall belong to the City. Until such time as the retainage is fully accumulated the Contractor shall meet the conditions of either A or B above.

The Contractor specifically agrees to save, hold harmless, and indemnify the City and their consultants, agents, and employees from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the

performance of the work or activities by contractor, related to hazardous waste.

This indemnification provision is the sole responsibility of the Contractor and includes, but is not limited to claims against Contractor which arise out of or are related to, or are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquid gases, or any other material, irritant, contaminant, or pollutant or hazardous materials as defined by IEPA or USPA 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.

The Contractor acknowledges that the City is a corporation and agrees that any claim made by the Contractor arising out of any act or omission of any director, officer or employee of the city in the execution or performance of this agreement, shall be made against the City and not against such director officer or employee.

7. ACCESS TO THE LANDFILL

The Contractor shall provide adequate access to the landfill for collection vehicles delivering Solid Waste under this Contract.

8. BASE PRICE ADJUSTMENTS

An adjustment to the Base Price will be made if there is an increase in the tipping fees mandated by regulatory agencies and shall be direct per ton increases for Solid Waste. The disposal fees payable to the Contractor shall be adjusted throughout the life of this Contract by the changes in the landfill tipping fee at the facility used in accordance with this Contract. The adjustment shall apply to any changes in the tipping fee which occur on or after September 1, 2004. For example; if a regulatory (Federal, State, County or Municipal) change results in a \$0.25/Ton increase in tipping fee at a specific landfill, the Contractor will be allowed to pass that direct \$0.25/Ton increase to the City of Pekin. This is not applicable to self imposed (i.e. cost of living) increases by the operator of the landfill.

The same applies should the City institute a user fee for landfill services.

9. COMPLIANCE WITH LAWS

The contractor shall conduct operations under this contract in compliance with all local, state and federal laws governing Solid Waste disposal. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this contract. If compliance results in an increase or decrease to either party, the contract may be adjusted.

10. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the contractor is in all respects an independent Contractor as to the work, notwithstanding in certain respects the Contractor is required to follow the directions of designated City Officials (this shall include but not limited to reporting procedures; r.e. volumes), and that the Contractor is in no respect an agent, servant or employee of the City. This contract specified 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 in this contract. The Contractor shall furnish courteous, neat and competent employees and shall prohibit drinking of alcoholic beverages, or any illegal drugs by its employees while in the performance of this contract.

11. SUBLETTING CONTRACT

This contract, or any portion thereof, shall not be sublet or assigned to any third party without the prior written consent from the City. No such consent will be construed as making the City party to any such subcontract or assignment, or subjecting the City to liability of any kind to any subcontractor or assignee. No subcontract, subletting or assignment under any circumstances shall relieve the Contractor of any liability and obligation under this contract, and despite any such subcontracts, subletting or assignments, the City shall deal through the contractor and as such shall be subject to the same requirements as the character and competence as other employees of the contractor.

12. FAILURE TO DISPOSE

Should the contractor fail to dispose of Solid Waste delivered under this Contract at the time and in the manner required, and the City determines said failure does not constitute a breach or default by Contractor, the City may, after 24 hour's notice, dispose of said Solid Waste in an alternative manner. The Contractor shall be liable for the expense incurred. In addition to any other lawful means of effecting reimbursement from the Contractor, such expense may be deducted by the City from money due or which may become due to the Contractor.

13. SUPERVISION OF CONTRACT PERFORMANCE

The Contractor's performance of this contract shall be supervised by the Director of Public Property on behalf of the City. If at any time during the life of this contract,

performance satisfactory to the City shall not have been made, the Contractor, upon notification by the City, shall increase his work force, tools and equipment as needed to properly perform this contract to the satisfaction of the City. The failure of the City to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified in this contract.

14. CITY MANAGER TO BE REFEREE

To prevent misunderstandings and litigation, the City Manager of the City of Pekin shall decide any and all questions which may concern the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. Furthermore, the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. Such determination shall be final, conclusive and binding upon the City and shall be issued in writing to the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the revisions of this contract and the City Manager's findings and conclusions when issued in writing to the Contractor shall be final and binding upon both the City and the Contractor, providing such decision does not have a monetary value of such a decision of more than \$500.00. In those cases where the monetary value of such a decision exceeds \$500.00, arbitration procedures as hereinafter indicated will be followed.

15. INSPECTION OF WORK

The contractor shall furnish the director of Public Property of the City of Pekin or the authorized representatives with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of this Contract. On a monthly basis, the Contractor shall supply the City's Director of Public Property with daily volumes (cubic yards and Tons) of the Solid Waste hauled from the City.

The Contractor shall designate, in writing, the person to serve as agent to the Contractor and liaison between the Contractor's organization and the City. The City Manager may appoint authorized representatives to inspect the Contractor's operations, records and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

16. CITY NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the city be liable or responsible to the Contractor or any other person on account of stoppages, or delay in the work herein

provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of any delay from any cause whatsoever over which the City has no control.

17. DELIVERY OF NOTICE

Whenever under the terms hereof, a written notice is required, it shall be sufficient to deliver personally, or mail such notice addressed to the City Manager at the City Manager's office in the City Hall, Pekin, Illinois, and those addressed to the Contractor at his legal address, as designated in writing by the Contractor. Either party may direct notices to be delivered to it by delivering a written notice to the other party.

18. BREACH OF CONTRACT

IT SHALL BE THE DUTY OF THE CITY manager of the City of Pekin, acting through the Director of Public Property or any inspectors the City Manager may utilize, to closely observe the operations under this contract. In the event of a breach of contract, the City Manager shall notify in writing the Contractor with substantiating details, specifying the alleged breach of contract. If within seven (7) days after mailing such notice to the Contractor at the Contractor's regular place of business, the alleged breach of contract has not been corrected by the Contractor, the Contractor will be notified in writing of a hearing before the City Manager within fifteen (15) days of such notice. The purpose of this hearing will be to investigate the circumstances, facts and other pertinent and relevant information pertaining to the alleged contract breach and to determine if the contract has in fact been breached and immediate correction on the part of the Contractor cannot and will not be provided. It is the duty of the city Manager to initiate all legal recourse available to the City Manager to effect contract performance and discharge of the work in the public interest.

19. STRIKES

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

20. CANCELLATION OR ANNULMENT OF CONTRACT

If the Contractor fails to begin work at the specified time, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of work, or performs the work unsuitably, or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares

bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgement for the payment of the money to stand against the Contractor or Contractor's surety fails to cure such default within two (2) days after such notice, the City Manager will then declare the contract canceled or at option of the City exercise any of the following:

The City may dispose of said Solid Waste or cause the same to be done, and deduct such cost of disposal from the contract price based upon a sum equal to the current contract price divided by 185 days of operation and administrative cost all multiplied by each day of operation by the City. The City may use accumulated retainage or performance bond to reimburse the City for such costs.

Should the Contractor fail to make disposals as provided by the terms of this contract or substantially fail to perform its duties hereunder for the period of one week or more, or immediately upon repudiation or abandonment of this contract by the Contractor, or in the event of the death insolvency, bankruptcy or other disability of the Contractor, resulting in a substantial interruption of the service for the period, or in the event of any other cause which substantially interrupts the service for the period of one week or more or obstructs the same to such extent that public health may be substantially endangered, or in the event performance by the Contractor should become impossible for any other reason, the City shall have the right to immediately make alternative arrangements for the performance of the duties of the Contractor at the Contractor's expense.

In the event such failure of performance or disability shall continue for a period of more than one (1) month, then this contract shall terminate and parties shall enter into arbitration to determine liability as set out in paragraph 21 hereunder. During this period the alternative arrangements made by the City under the previous paragraph will remain in force.

The exercise by the City of any foregoing options or the exercise by the City of its power to take over the functions and perform the duties of the Contractor as herein above provided shall not be deemed to release the Contractor from any liability incurred by its operation of the terms of this contract, nor shall it release the contractor's surety from its liability with respect to the provision of Paragraph 6 hereof.

21. ARBITRATION

No suit shall be brought by either party to this contract against the other for breach hereof until a bona fide attempt shall have been first made to settle the dispute by arbitration. Arbitration shall be had by three (3) arbitrators, one to be appointed by the Contractor, one by the City, and the third to be selected by the two arbitrators first so chosen. Upon written notification given to either party by the other that arbitration is desired, each party shall select the arbitrator desired within five (5) days after such notice and each party shall notify the other of the name of the arbitrator so chosen. The two so selected shall select the third arbitrator within five (5) days after their appointment

and any dispute shall be heard by said arbitrators within thirty (30) days after the final appointment. This arbitration shall not fail for want of an appointment of arbitrators, and in the event of any failure to appoint any arbitrator in accordance with the aforesaid terms; such appointment shall be made by the Chief Judge of the Tenth Judicial Circuit.

Said arbitrators shall be paid seventy five dollars (\$75.00) per hour for their service, which cost shall be deposited by the party requesting arbitration, and ultimately paid in such proportion as fixed by the arbitrators. Arbitration will take place in open hearings and a record of the proceedings and final decision will be provided in writing to both parties. The decision of the arbitrator by majority vote shall be binding upon both parties; unless written notice of the objection thereto is served by the objecting party upon the other party within ten (10) days after receipt of same from the arbitrator. Service of such notice shall be a condition precedent to the commencement of any legal action which is first submitted to arbitration.

22. RENEWAL OPTION

At any time prior to three (3) months before the termination of this contract or any extension under this contract, the City shall have the option to renew this agreement for three (3),one year periods under the same terms and conditions contained herein, using the Base Prices set forth under paragraph 4 as adjusted.

23. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract or in connection with carrying out this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making other consideration, contingent upon or resulting from the award or making of, or the carrying out of, this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or , in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24. PREVAILING WAGE

In the employment and use of labor, the Contractor shall conform to all Illinois Statutory requirements regarding labor including but not limited to the following Act:

An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under the contract for public works, (Prevailing Wage Act, 820 ILCS 130/0.01 et seq.), which provides in part that the Contractor, Subcontractor, etc., shall pay to all

laborers, workmen and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. All bidders must complete the Prevailing Wage Certification.

In the employment and use of labor, the Contractor shall conform to all Illinois Human Rights requirements regarding labor and human rights including but not limited to the following Act:

An Act in regulation to employment and human rights regulating Equal Employment Opportunities-Affirmative Action in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works, as amended (Illinois Human Rights Act, Section 775 ILCS 5/2 - 105), which provides in part that the contractor, subcontractors, etc. shall have written sexual harassment policies and a continuing harassment program.

All bidders must complete the Prevailing Wage Certification and submit certified payroll on this project.

25. EQUAL OPPORTUNITY EMPLOYER

The bidder, in submission of the proposal, assures the City that he is an "Equal Opportunity Employer" as defined by Section (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #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 and mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

26. FAIR EMPLOYMENT PRACTICE

The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as is required by Article II of the Illinois FEPC Rules and Regulations, shall be part of any contract or purchase agreement. A copy is attached to this agreement.

27. ATTACHMENTS

The following are made a part of this Agreement:

City of Pekin Instruction to Bidders

City of Pekin Bid Form

Statement of Bidders' Qualifications

Contractor's Non-Collusive Affidavit

Certificate of Corporation

Contractor's Performance Bond (If Applicable)

Illinois Fair employment Practice Commission Equal

Prevailing Wage Form

Opportunity Clause

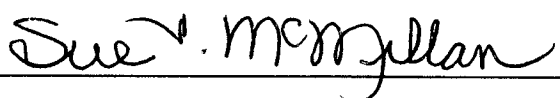
IN WITNESS WHEREOF the parties hereto have executed this agreement and affixed hereto their hands and seals.

The City of Pekin, a municipal corporation, on the 24th day of March, 2004.

BY:
MAYOR



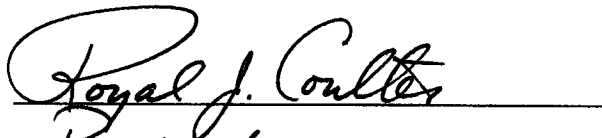
ATTEST:
CITY CLERK



On the 24th day of March, 2004.

BY: PEORIA DISPOSAL COMPANY

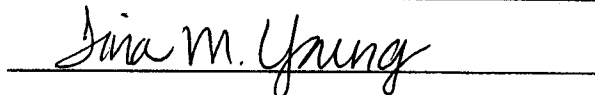
NAME:



POSITION:

President

ATTEST:





ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-2829
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

217/524-3300

DOUGLAS P. SCOTT, DIRECTOR

February 26, 2009

Certified Mail
7007 2560 0003 2096 7000

Tazewell County Landfill, Inc.
Mr. Ron Edwards
4700 N. Sterling Avenue
P.O. Box 9071
Peoria, Illinois 61612-9071

Re: 1790305011 -- Tazewell County
Indian Creek Landfill 2
Permit No. 2001-391-LFM
Modification No. 19
Log No. 2007-191
Expiration Date: November 15, 2008
Permit Landfill 810-817 File
Permit Approval

Dear Mr. Edwards:

Permit has been granted to Tazewell County Landfill, Inc., as owner and operator, approving the modification of an existing non-hazardous waste landfill to handle municipal solid waste and non-hazardous special waste, all in accordance with the application and plans provided in Log Nos. 2001-391 and 2003-327. Final plans, specifications, application, and supporting documents, as submitted and approved, shall constitute part of this permit and are identified in the records of the Illinois Environmental Protection Agency (Illinois EPA), Bureau of Land, Division of Land Pollution Control by the permit number and log number designated in the heading above.

Permit No. 2001-391-LFM issued November 26, 2003 approved:

- a. The Significant Modification of the development of Area 2 and Area 3 of the above referenced facility so as to comply with the applicable requirements of Title 35, Illinois Administrative Code (hereinafter 35 IAC), Subtitle G, Parts 811 and 812, pursuant to 35 IAC, Sections 814.104, 814.301 and 814.302;

Area 2 consists of approximately 22.28 acres and Area 3 consists of approximately 13.99 acres, with a combined "in-place" net disposal capacity of approximately 2,395,022 cubic yards of net volume, excluding daily, intermediate and final cover, and protective soils. The maximum final waste elevation shall be approximately 645 feet above mean sea level as shown on Drawing Number P-FG1, entitled "Final Waste grade Plan" in Application Log No. 2001-391 addendum dated August 27, 2003.

- b. Acceptance of municipal solid waste and non-hazardous special waste.
- c. Acceptance of special waste streams without individual special waste stream authorizations, in accordance with the special conditions listed in Part III of this permit.
- d. Revision to the facility boundary, separating Area 2 and 3 from Trench 1, and renaming the new facility as Indian Creek Landfill No. 2 as shown in Application Log No. 2001-391 addenda dated August 26, 2003 and November 18, 2003.
- e. Permit transfer from Mineral Solutions, Inc. as owner and operator to Tazewell County Landfill, Inc. as owner and operator of Indian Creek Landfill No. 2 as requested in Application Log No. 2003-327.

Permit is hereby granted to Tazewell County Landfill, Inc., as owner and operator, approving modification of an existing solid waste landfill all in accordance with the application and plans prepared by Devin A. Moose, P.E. of Shaw Environmental, Inc., signature dated April 25, 2007.

The application approved by this permit consists of the following documents:

<u>DOCUMENT</u>	<u>DATED</u>	<u>DATE RECEIVED</u>
Log No. 2007-191	May 4, 2007	May 9, 2007
Waiver Letter	November 5, 2007	November 5, 2007 (via facsimile) November 6, 2007
	December 5, 2007	December 5, 2007 (via facsimile) December 7, 2007
	January 7, 2008	January 8, 2008
	January 10, 2008	January 11, 2008
	February 6, 2008	February 8, 2008
Additional Information	February 22, 2008	February 25, 2008
	March 10, 2008	March 11, 2008
Waiver Letter	August 22, 2008	August 23, 2008 (via facsimile) August 25, 2008
	September 19, 2008	September 22, 2008

	October 21, 2008	October 22, 2008
	November 20, 2008	November 21, 2008
	December 19, 2008	December 22, 2008
Additional Information	December 30, 2008	December 31, 2008
Waiver Letter	January 29, 2009	January 30, 2009

Modification No. 19 to Permit No. 2001-391-LFM approves the development of a lateral and vertical expansion to the existing permitted waste boundaries. The waste footprint of the lateral expansion is approximately 86.11 acres south/southeast of the existing waste boundaries of Area 2 (22.88 acres) and Area 3 (13.99 acres), forming one contiguous disposal unit totaling 122.98 acres. The vertical and lateral expansion provides an additional "in-placed" net disposal capacity of 16,150,784 cubic yards. The total landfill capacity is 18,811,920 cubic yards. The maximum final elevation shall be approximately 770 feet above mean sea level, as shown on Drawing No. D13, entitled "Proposed Final Landform" in Application Log No. 2007-191.

Except for the differences described in the table below, the special conditions of the permit letter for Modification No. 19 to Permit No. 2001-391-LFM are identical to the special conditions for Modification No. 18 issued January 13, 2009.

Condition No. in Modification No. 18	Condition No. in Modification No. 19	Description of Change
II.6	II.6	Revised final cover description
V.5	V.5	Revised to reflect current due date of pending permit application addressing this condition.
VI.4	VI.4	Changed reference to Application Log No.2007-191.
VII.1	VII.1	Changed reference to Application Log No.2007-191.
VII.2	VII.2	Changed reference to Application Log No 2007-191.
VII.3	VII.3	Added leachate monitoring points.
VIII.3	VIII.3	Deleted reference to Areas 2 & 3
VIII.9	VIII.9	Revise special condition
VIII.10	VIII.10	Deleted reference to Areas 2 & 3
VIII.11	VIII.11	Deleted reference to Areas 2 & 3
IX.1	IX.1	Changed reference to Application Log No.2007-191.
IX.3	IX.3	Changed reference to Application Log No.2007-191.
IX.14	IX.14	Revise to reflect expanded gas probe phasing plan.
X.1	X.1	Changed reference to Application Log No.2007-191.
X.2	X.2	Changed reference to Application Log No.2007-191.
X.6	X.6	Revised to reflect updated cost estimate.

Illinois Environmental Protection Agency
Permit Section
Bureau of Land -- #33
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Except for electronic groundwater and leachate monitoring data, the operator shall provide the Illinois EPA with the original and two (2) copies of all certifications, logs, reports and plan sheets required by this permit.

Within 35 days of the date of mailing of the Illinois EPA's final decision, the applicant may petition for a hearing before the Illinois Pollution Control Board to contest the decision of the Illinois EPA, however, the 35-day period for petitioning for a hearing may be extended for a period of time not to exceed ninety days by written notice provided to the Board from the applicant and the Illinois EPA within the 35-day initial appeal period.

Work required by this permit, your application or the regulations may also be subject to other laws governing professional services, such as the Illinois Professional Land Surveyor Act of 1989, the Professional Engineering Practice Act of 1989, the Professional Geologist Licensing Act, and the Structural Engineering Licensing Act of 1989. This permit does not relieve anyone from compliance with these laws and the regulations adopted pursuant to these laws. All work that falls within the scope and definitions of these laws must be performed in compliance with them. The Illinois EPA may refer any discovered violation of these laws to the appropriate regulating authority.

Sincerely,



Stephen F. Nightingale, P.E.
Manager, Permit Section
Bureau of Land

CSL SEW
SFN:CMR:bjh\093162s.doc
CMR

Attachments: Standard Conditions
Attachment 1: Facility AGQS/MAPC Values

cc: Tazewell County Health Department
Devin A. Moose, P.E. – Shaw Environmental, Inc.

Indian Creek Landfill No. 2

County	Tazewell
Municipality	Hopedale
Location	24501 McMullen Rd.
Location ☎	309-449-6864
Hours of operation	Mon.-Sat.: 6 a.m. - 6 p.m.
Waste accepted	Municipal and nonhazardous special waste
Tipping fee for customers	\$41 per ton
Owner	Tazewell County Landfill Inc.**
Operator	Tazewell County Landfill Inc.**

Facility Facts

Identification number	1790305011
Design capacity, cu.yds.	2,395,022
Total permitted landfill area, acres	216
Permitted disposal area, acres	36.27*
Highest permitted elevation, feet (msl)	645
Leachate monitoring stations	3
Groundwater monitoring wells	13
Methane collection system	Open flare
Years remaining, estimated by landfill	4.5
Date/year to open -- Date/year to close	7-1-04 - 2012

*Area 2, Phase B (3.82 acres) opened on 3-15-05. The opening of Area 2, Phase C (4.36 acres) was approved by Mod. #5 on 1-12-06. Operating authorization was granted for a leachate re-circulation system on 3-10-06. Mod. #10 approved waste disposal operations in Phase B2 and C2 (4.3 ac.) on 3-2-07. Permit pending as of 6-30-08 (Log 2007-191) might increase capacity by 16,150,784 airspace (in-place) cu. yds. Mod. #13 approves extension of Phase 1A Stage 1 and Phase C Layer 1 recirculation lines on 12-5-07. Mod. #15 approves waste disposal operations in a 2.67 ac. area called Phase D1 on 4-2-08.

Waste Received: 2005, 2006, 2007

	TOTAL WASTE ACCEPTED			OUT-OF-STATE WASTE ACCEPTED		
	gate cu. yds	tons	tons/day	gate cu/yds.	tons	% of total
2005	722,835	219,041	842	0	0	0
2006	741,028	224,554	864	0	0	0
2007	895,881	271,479	1,044	52	16	0
2005 State of Origin: Illinois only 2006 State of Origin: Illinois only 2007 State of Origin: Illinois, Iowa						

Remaining Capacities: Jan. 1, 2007 and Jan. 1, 2008

2007 certified gate cu. yds. (tons)	4,319,000	(1,309,000)
2008 certified gate cu. yds. (tons)	4,052,000	(1,228,000)

Audits and Inspections

Solid Waste Mgt. Fees paid in 2007	\$448,531
Facility inspected by	Illinois EPA, Peoria Regional Office & Tazewell County Health Department

Contacts

Owner	Operator
Tazewell County Landfill Inc.**	Tazewell County Landfill Inc.**
4700 N. Sterling Ave., P.O. Box 9071	4700 N. Sterling Ave., P.O. Box 9071
Peoria, IL 61615	Peoria, IL 61615
Contact: Ron L. Edwards	Contact: Ron L. Edwards
☎ 309-676-4893 Ext. 1554	☎ 309-676-4893 Ext. 1554

**A separately incorporated affiliate of Peoria Disposal Company, 4700 N. Sterling Ave., P.O. Box 9071, Peoria, IL 61614, 309-676-4893.

Peoria City/County Landfill #2

County	Peoria
Municipality	Brimfield
Location	11501 W. Cottonwood Road
Location ☎	309-565-4281
Hours of operation	Mon.-Sat.: 5 a.m. - 6 p.m.; Mon.-Sat. holidays: 5 a.m. - 9 p.m.
Waste accepted	Municipal, nonhazardous special, liquids*
Tipping fee for customers	\$41 per ton
Owner	Joint City and County of Peoria, Solid Waste Disposal Board
Operator	Waste Management of Illinois Inc.**

*Mod. #48 on 5-18-05 approved a liquid waste solification unit.

Facility Facts

Identification number	1438165003
Design capacity, cu.yds.	7,477,800
Total permitted landfill area, acres	99.6
Permitted disposal area, acres	60
Highest permitted elevation, feet (msl)	782
Leachate monitoring stations	2*
Groundwater monitoring wells	9
Methane collection system	Expansion under construction
Years remaining, estimated by landfill	12.5
Date/year to open -- Date/year to close	3-9-98 - 2020

*The design of the leachate recirculation system was revised on 5-26-06.

Waste Received: 2005, 2006, 2007

	TOTAL WASTE ACCEPTED			OUT-OF-STATE WASTE ACCEPTED		
	gate cu. yds	tons	tons/day	gate cu/yds.	tons	% of total
2005	394,805	119,638	460	0	0	0
2006	619,605	187,759	722	0	0	0
2007	621,720	188,400	725	0	0	0
2005 State of Origin: Illinois only 2006 State of Origin: Illinois only 2007 State of Origin: Illinois only						

Remaining Capacities: Jan. 1, 2007 and Jan. 1, 2008

2007 certified gate cu. yds. (tons)	8,890,000	(2,694,000)
2008 certified gate cu. yds. (tons)	7,759,000	(2,351,000)

Audits and Inspections

Solid Waste Mgt. Fees paid in 2007	\$576,999
Facility inspected by	Illinois EPA, Peoria Regional Office

Contacts

Owner	Operator
Joint City and County of Peoria, Solid Waste Disposal Board	Waste Management of Illinois Inc.**
419 Fulton St., Room 307	11501 W. Cottonwood Road
Peoria, IL 61602	Brimfield, IL 61517
Contact: David Barber	Contact: Mike Wiersema
☎ 309-494-8801	☎ 309-565-4281

**A subsidiary of Waste Management Inc. Midwest, 1001 Fannin, Suite 4000, Houston, TX 77002, 713-512-6200. Regional Office: Waste Management of Illinois Inc., 1411 Opus Place, Suite 400, Downers Grove, IL 60515, 630-724-8400.

Year	PCCL/ICL	Peoria	East Peoria	Pekin
1998	\$23.00	\$20.00		
1999	\$24.50	\$21.80		
2000	\$26.00	\$23.65		
2001	\$27.50	\$25.55		
2002	\$29.00	\$27.50		
2003	\$31.00	\$29.45		
2004	\$33.00	\$31.35		\$23.50
2005	\$35.00	\$33.25		\$25.50
2006	\$37.00	\$35.15		\$27.50
2007	\$39.00	\$37.05		\$29.50
2008	\$41.00	\$38.95	\$44.10	\$31.50
2009	\$43.00	\$40.85	\$45.00	\$33.50
2010	\$45.00	\$42.75	\$45.00	\$35.50
2011	\$47.00	\$44.65	\$45.00	\$37.50**
2012	\$49.00	\$46.55	\$45.00	\$39.50**
2013	\$51.00	\$48.95	\$45.00	\$41.50**
2014	\$53.00	\$50.35	\$45.00	
2015	\$56.18	\$53.37	\$45.00	
2016	\$59.55	\$56.57		
2017	\$63.12	\$59.96		
2018	\$66.91	\$63.64		

**Option Year



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Emily Lambe and Dennis Kief

AGENDA ITEM: American Wind Symphony Orchestra Tourism Grant

AGENDA DATE REQUESTED: March 9, 2009

ACTION REQUESTED: Approval of Tourism Grant in the amount to Not Exceed \$20,000.

BACKGROUND: Do any of you remember when the American Wind Symphony played at Pekin's riverfront in September of 2000? They put on a great concert that drew a very good attendance. They were also here in 1987. They would like for us to host them August 14-17, 2009, with a public show the night of the 15th. They utilize local junior high and high schools band students in their show.

The cost may be reduced based on the number of people that attend a Private showing on the night of August 18th.

The City's Tourism Committee recommended this grant

FINANCIAL IMPACT: \$20,000 from the Tourism Fund Grants Line Item

NEIGHBORHOOD CONCERNS: Crowds at the Riverfront

IMPACT IF APPROVED: Event drawing large crowds to Pekin and the Riverfront specifically

IMACT IF DENIED: Event does not occur

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Quality of Life theme

SIGNATURES

Tourism Committee Chairperson _____

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

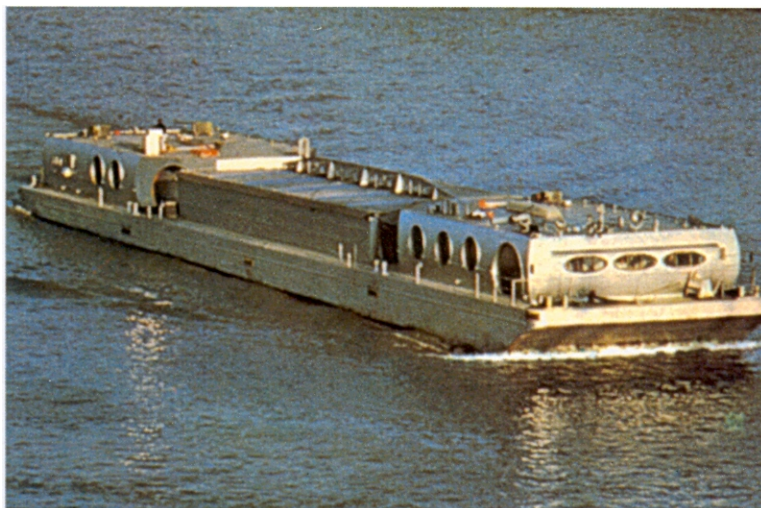
(Certification of Review)

Date

City Manager

(Final Recommendation)

Date



AMERICAN WIND SYMPHONY ORCHESTRA
PROPOSED SCHEDULE FOR PEKIN, ILLINOIS
AUGUST 14 – AUGUST 16, 2009

FRIDAY, AUGUST 14

Noon Musicians arrive in Pekin
Point Counterpoint II arrives

1:30 – 3:45 Orchestra rehearsal on vessel

4:00 Musicians are picked up by host families at vessel site

7:00 Patrons Concert musicians are returned to vessel

7:30 Patrons Concert (Patrons enjoy intimate concert in theater on board vessel, tour of art gallery, and wine&cheese reception)

SATURDAY, AUGUST 15

9:00 – 12:00 Orchestra rehearsal on vessel

2:00 Musicians return to host families

7:00 Musicians return to vessel

7:30 MAIN WATERFRONT CONCERT

SUNDAY, AUGUST 16

(Rain Date for Main Concert)

Noon Five possible chamber concerts in community locations

MONDAY, AUGUST 17

a.m. Musicians depart Pekin

**AMERICAN WIND SYMPHONY ORCHESTRA
AGREEMENT WITH CITY OF PEKIN**

THE AMERICAN WIND SYMPHONY ORCHESTRA, a Pennsylvania non-profit corporation, having its office and place of business at 550 Plains Church Road, Mars, Pennsylvania 16046, agrees:

1. The Orchestra will play a main concert from the stage of its floating arts center, POINT COUNTERPOINT II in Pekin, Illinois on Wednesday, August 19, 2009. The concert will begin at a mutually agreed-upon time and continue for approximately one and one-half hours;
2. The Orchestra will provide City of Pekin with press materials, including black-and-white glossies, press releases, posters and camera-ready logos; and
3. The Orchestra will provide chamber concerts and other presentations as mutually determined by City of Pekin and Orchestra during the residency period of August 18 through August 20.

The **CITY OF PEKIN** agrees:

1. The City of Pekin will provide an area for the concert suitable in the judgment of both parties, prepare the site for an audience, and provide for any permits or other arrangements pertaining to the mooring of POINT COUNTERPOINT II;
 - a. No films, recordings or reproduction of the concert by any means will be permitted without prior written consent of Robert Austin Boudreau;
 - b. Any concessionaires, salesmen or hawkers of any kind located within or adjacent to the area occupied by the audience attending the concert will agree to refrain from hawking or selling their wares during the concert;
2. The City of Pekin will publicize and promote the visit of the Orchestra, and all events relating to it;
3. City of Pekin will provide housing, preferably in host families, for musicians of Orchestra during the residency period;
4. City of Pekin will pay Orchestra the sum of \$20,000 for the concert in the following manner: \$5,000 at the signing of this contract, and \$15,000 on the day of and prior to the main concert. The City of Pekin's sum will be reduced by an amount to not exceed \$7,000 (up to 70 people at \$100 each admission) for those that attend the pre-concert on August 18, 2009

AGREED, this _____ day of _____, 2009

Agent for American Wind Symphony Orchestra

Agent for City of Pekin



AMERICAN WIND SYMPHONY ORCHESTRA
Robert Austin Boudreau, Music Director

received
12/23/08-DK

December 15, 2008

Dennis Kief
City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Dennis:

It was such a delight visiting with you. I am so pleased that we will have the opportunity to revisit Pekin for a series of performances in 2009.

Please find enclosed the orchestra's Community Handbook, which should be helpful in your planning. I will be back in touch after the holidays – and hope that yours are very happy!

Cordially,

Robert Austin Boudreau
Music Director

RAB:kb
Enclosure

550 PLAINS CHURCH ROAD, MARS, PA 16046
PHONE: 724-934-8334 • FAX: 724-742-2897
EMAIL: awso@excenet.net
779 Connecttime

AMERICAN WIND SYMPHONY ORCHESTRA

550 Plains Church Road, Mars PA 16046

Phone: 724-779-8334 Fax: 724-742-2897

E Mail: awso@connecttime.net

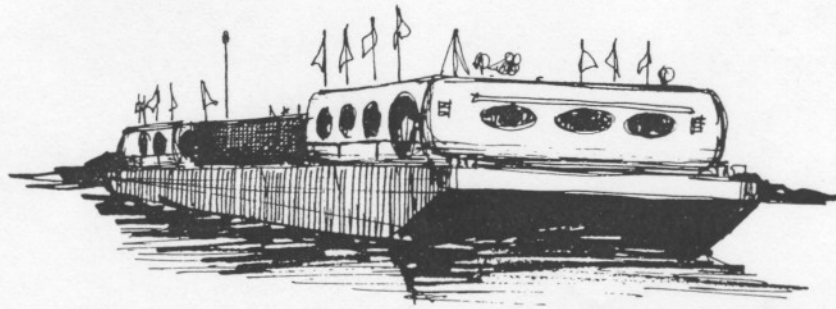
American Wind Symphony Orchestra Announces 2009 Tour

For 52 years the American Wind Symphony Orchestra has performed to thousands from a floating stage, delighting waterfront audiences with an exciting mix of living, lively arts. The vessel is called Point Counterpoint II and it is filled with artworks and fine crafts. The captain of this ship, Robert Austin Boudreau, is also conductor of the orchestra, and the whole show is a once-in-a-lifetime experience!

In 2007 the orchestra marked its 50th anniversary of promoting our magnificent waterways with a tour beginning in South Padre Island, Texas in late April and finishing at Yale University on June 23 with New Haven's International Festival of Arts and Ideas.

One of the most important initiatives of the AWSO has been its focus on waterfront development in communities large and small. The floating art center's presence combines the arts, education, entertainment and the environment in a new and vital way. This project has been a catalyst in bringing together people in places as far away as St. Petersburg, Russia and Paris, France and as near as Morgan City, LA or Toronto, Canada.

The AWSO plans a tour of communities on the Great Lakes for 2009. We would like to explore the possibility of sharing this experience with the people of your community. Robert Boudreau would be appreciative of the opportunity of meeting with you – and possibly others having interests in the waterfront, education, music or community celebrations – to discuss whether this project might work for you during the summer of '09.

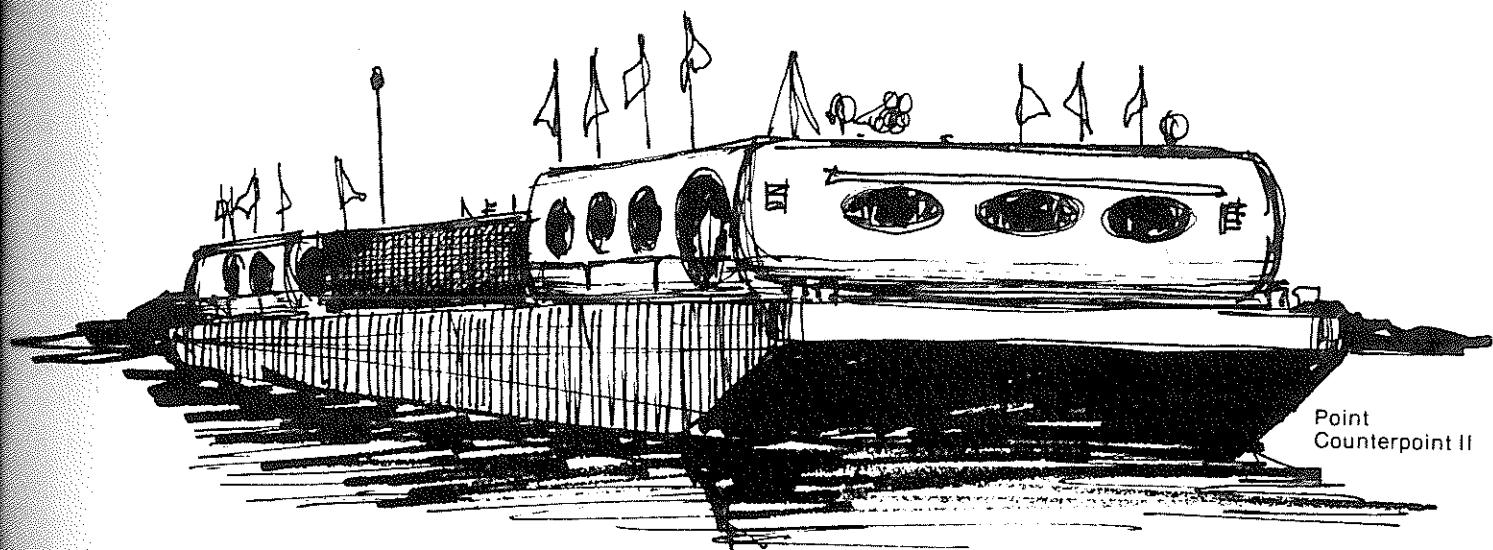


Music, Arts, Fireworks At Your Waterfront!

Imagine your waterfront abuzz with excitement at the approach of the world's most unusual showboat, *Point Counterpoint II*, with flags flying and music playing, heralding the visit of the American Wind Symphony Orchestra. The orchestra's residency brings many facets of the community together in a cooperative effort to celebrate the spirit of a renewed and vital waterfront. If your community is included in the orchestra's 52nd Tour, it will be treated with some or all of the following activities:

- *Chamber Concerts* - performed by orchestra members in quintets or quartets in intimate settings, such as backyards, banks, libraries, hospitals, senior citizens residences
- *Patrons Concert* - held on board *Point Counterpoint II*, this is the community's chance to thank patrons with an intimate concert and tour of the vessel's art galleries, topped off with a wine & cheese reception
- *Open Rehearsals* - the public is welcome to get a firsthand, relaxed look at conductor Robert Boudreau and the young, professional musicians of the AWSO as they rehearse on the main stage of *Point Counterpoint II*
- *Poet, Artist, Composer in Residence* - when these special guests are aboard, they are scheduled to meet with interested groups of citizens for informal workshops and discussions
- *Main Concert* - families, friends and neighbors from the entire area gather at the waterfront for the gala celebration as the vessel's hydraulic roof rises, the music begins, and an unforgettable evening ensues

COMMUNITY HANDBOOK



Point
Counterpoint II

American Wind Symphony Orchestra
550 Plains Church Road
Mars, PA 16046

Tel: 724-934-8334 Fax: 724-742-2897
E Mail: awso@connecttime.net

COMMUNITY HANDBOOK

American Wind Symphony Orchestra

Congratulations! You have decided to become a host community for a concert residency of the American Wind Symphony Orchestra. This handbook contains the requirements and suggestions of the AWSO staff based on 52 years of touring on the waterways of the United States, Canada, the Caribbean and Europe. Since its founding in 1957 by Music Director Robert Boudreau, the orchestra has performed in hundreds of waterfront cities, educating and entertaining thousands of people through the common language of music.

The orchestra travels with a troupe of approximately 45 musicians, soloists and artists and performs from the deck of Point Counterpoint II, its floating arts center. Orchestra members travel from city to city by AWSO vans, and will live in private homes in your community. The Boudreaus, AWSO staff and Point Counterpoint's crew travel and live aboard the vessel.

We are delighted to become part of your community for a short time, and encourage you to follow the guidelines in this book to ensure a successful residency that will be remembered for years to come.

HANDBOOK CONTENTS:

General Chairperson	Page 1
Finance Chairperson	Page 2
Grounds Chairperson	Page 4
Hospitality Chairperson	Page 7
Publicity Chairperson	Page 10

GENERAL CHAIRPERSON

The General Chairperson should supervise the formation of a Steering Committee of community residents who will be responsible for various aspects (grounds, hospitality, finance, publicity, etc.) of the AWSO visit, as specified in this handbook. These people are often part of the group that makes the decision to bring the orchestra to your community. The Chairperson should hold frequent meetings of the Committee to coordinate organizational efforts, and communicate with the AWSO office (724/779-8334 or FAX 724/742-2897 or e-mail: awsso@connecttime.net) regularly.

It is important that the General Chairperson has a fully staffed Steering Committee with each position held by a separate person. It is also helpful if each chairperson forms his/her own committee to assist with arrangements. The more people actively involved, the more successful the visit will be. The General chairperson should give each member of the Steering Committee a copy of the page(s) from this handbook that applies to his/her responsibility.

A timetable for planning should be developed, and started on immediately after the decision to host a visit of the AWSO. It is advisable that the grounds, publicity and hospitality chair people start organizing as soon as possible.

An AWSO representative will visit the community during the months leading up to the residency to meet with the Steering Committee, answer questions and determine the final schedule for the orchestra's visit.

As General Chairman, you are entrusted with a special gift for your community...one that will be remembered for months and years to come. You will also be developing leadership and creating new working relationships among various business, artistic and governmental organizations in your community that can be of benefit in the future. Attention to environmental concerns and waterfront improvement are certain by-products of the orchestra's visit. The AWSO brings people together in friendship and understanding, from all walks of life and from all over the world.

FINANCE CHAIRPERSON

The Finance committee will raise the fee required to bring the AWSO to your community. The initial deposit is due upon signing of the agreement. The final payment should be delivered to a designated orchestra representative on the day of and prior to the main concert.

The first thing to be done is to organize a committee of at least five influential people from the community and to make a list of individuals, organizations and businesses in your area that you and your committee could contact for contributions.

As you develop your funding strategy, you may want to consider establishing different levels of sponsorship, with certain amenities accruing to each level. Following are some of the amenities and promotional benefits which your committee may offer to a sponsor.

- (1) The AWSO is a non-profit 501(c)(3) organization. As such, contributions to the orchestra are tax deductible in accordance with IRS regulations (companies should consult with their accounting departments).
- (2) Four chamber groups - woodwind or brass quintets, or percussion ensembles - will be available to perform 45-minute mini-concerts on the afternoon of the public concert. These chamber groups should be offered as amenities at a certain sponsorship level and can be scheduled at sponsor locations such as bank lobbies or company courtyards during lunchtime.
- (3) Companies may provide a flag (3 feet by 5 feet with grommets ready for hanging) emblazoned with their logo which would be flown from the masts of Point Counterpoint II during the visit to your community.
- (4) Companies may provide other signage to be placed in the vicinity of the vessel or banners (with grommets and roping) which may be displayed on the vessel.
- (5) You may want to section off a section of the audience area and offer VIP seating for sponsors and host families at the public concert.
- (6) The orchestra sells souvenir programs at the public concert. You may want to provide a flyer which acknowledges all of the patrons and sponsors in your community, which could be inserted into the souvenir programs or distributed singly.

(7) A person whom you designate (perhaps the chairperson of the steering committee or the mayor) will be invited on stage Point Counterpoint II during the public concert. At that time major sponsors may be acknowledged and publicly thanked for their contributions.

(8) Major sponsors can also be included in press releases which you will be issuing to promote the orchestra's visit to your community. Sponsors may also be given the right to use the AWSO logo in their own advertising in connection with the event.

You are certainly not limited to the above items, and may think of other amenities which may be of interest and value to sponsors in your area.

Patrons' Concert

The AWSO offers an intimate chamber concert aboard Point Counterpoint II to a group of 65 sponsors or patrons, selected and invited by the Steering Committee. Some communities use this special event to thank major sponsors and their guests; others use it as a fund raising tool in itself, and have a Patrons' Concert ticket which is purchased for \$50 or \$100, or whatever amount is agreed upon.

Patrons' Concert guests are brought into the little theater on the vessel and treated to a very personalized musical experience by Robert Boudreau and a group of AWSO musicians. After the 45-minute concert guests are taken on a tour of the art galleries by the Captain/Maestro. They then return to the theater for wine and cheese refreshments.

GROUND'S CHAIRPERSON

The Ground's Chairperson should be familiar with the waterfront, and if possible, the securing of large vessels. Often the person is also part of the community's parks department. The Ground's Chairperson, along with the Steering Committee and a representative of the AWSO, will select an area along the waterfront suitable for the safe mooring of Point Counterpoint II, and for seating the audience attending the concert. The vessel should be located within 25 feet of shore. Access to the vessel from shore, for musicians and guests, must be maintained at all times.

The responsibilities of the Ground's Chairperson include making necessary arrangements for the arrival and mooring of Point Counterpoint II, obtaining all required permits and insurance, and preparing the audience area and providing safe access to the vessel for the public and orchestra.

The Ground's Committee could notify local yacht clubs and owners of small boats of the visit of the orchestra and floating arts center and, if the situation is suitable, invite them to gather round Point Counterpoint II during the concert to enjoy the presentation from their own boats.

Vessel Dimensions:

- 195 feet long
- 38 feet wide
- 40 feet high (shell open)
- 22 feet high (shell closed - minimum bridge clearance)
- 6.5 feet underwater draft
- 6 feet freeboard

Mooring Requirements:

(1) Arrange for waiving of all fees necessary for permits and docking of vessel.

- (2) If mooring site chosen is in a shallow location, determine the depth and condition of the bottom (sand, rock, mud, etc.).
- (3) A minimum of two substantial shoreside mooring posts, trees or other mooring devices (four preferred) shall be provided. On a river, the upriver securing position should be capable of holding the entire vessel.
- (4) One or two flat-decked barges (referred to as "work barges") may be required in some mooring locations to serve as a standoff for Point Counterpoint II. This is absolutely necessary in water less than 6.5 feet deep, and where shoreline is constructed of round concrete or rip-rap. The barges must be substantially constructed, and must be tightly secured to the shore. They should be clean and aesthetically presentable with no more than four feet freeboard.

Access to vessel:

- (1) If necessary by the nature of the docking area, the Grounds committee will build or arrange for a gangplank which extends from the shore to the mooring barge. PCP II's gangplanks are used to connect the vessel with the flat barge.
- (2) If one does not already exist, the Grounds Committee will construct a safe and suitable access to the gangplanks for the public and the musicians.

Audience Area Preparation:

- (1) Set up three rows of folding chairs immediately in front of the vessel's 75-foot wide stage, for seating patrons, host families, committee members, or senior citizens. They also provide for audience safety and limit movement of people and children during the concert, which is a distraction to the orchestra and the audience.
- (2) Railroads and other nearby noise producing activities should be requested to cease operations during the concert period.
- (3) Check to be sure that there is adequate lighting for departure of the audience after the concert. During the concert, however, it is strongly recommended that the lights be turned off as there is special lighting from the stage.
- (4) Concessionaires, salesmen or hawkers of any kind should be asked to cease operations fifteen minutes before and during the concert within or adjacent to the

area occupied by the audience. Programs and other pertinent materials will be sold by the AWSO prior to the concert.

General Preparation:

- (1) During the entire time that Point Counterpoint II is at the waterfront, clean lavatory facilities are to be available at the mooring site for use of the public, orchestra musicians and guests at any receptions aboard the vessel. This requirement could be satisfied with existing facilities (please be sure that they are open during hours when the orchestra musicians are rehearsing on the vessel) in the immediate vicinity of the vessel, or by "porta-johns."
- (2) The Grounds Chairperson will arrange for all permits and licenses required by any governmental agency in respect to the concert, Point Counterpoint II, or the AWSO during the entire residency.
- (3) The Grounds Committee will decide if the situation of the vessel site warrants the presence of a security person stationed at the vessel between 10:00pm and 6:00am to control access to the vessel.
- (4) The Grounds Chairperson should make arrangements for parking the AWSO vans near the vessel mooring site.
- (5) If the Steering Committee decides to incorporate other festivities into the program, the Grounds Chairperson should be responsible for any additional requirements such as picnic tables, special parking area permits, chairs, handicapped seating, etc.
- (6) Point Counterpoint II may need potable water while in town. Please check with crew to see if it is needed.

HOSPITALITY CHAIRPERSON

The responsibility of the Hospitality Chairperson is to arrange for hospitality for approximately 45 members and guest artists of the American Wind Symphony Orchestra with local families for 1-2 days. This is a key ingredient to the success of an orchestra visit.

AWSO members are serious musicians who are beginning their careers in the field of music. Among the finest young professional musicians in the world, they are personally auditioned by Robert Boudreau for their ability to perform, as well as having adaptable and pleasant personalities. An average age of 23, they are from all over the world and are usually recent university or conservatory graduates, students, teachers or members of other symphony orchestras.

Local hospitality has several benefits:

- (1) It provides an opportunity for cultural exchange and for hosts to introduce the musicians to their community.
- (2) It gives local families the opportunity to become acquainted with the young, professional musicians of the orchestra...especially those families with children studying musical instruments.
- (3) It creates the kind of personal interaction that helps build interest in the major waterfront concert.
- (4) It makes the musicians feel welcome and at home, as they share their talents through personal involvement with host families, and sets the stage for continuing friendships.

Procedure:

- (1) Start early and organize a committee of at least five persons.
- (2) Develop a list of potential host families such as personal friends, band families, church memberships, organization memberships.

(3) Begin immediately to make individual personal contact by phone or in person. Divide list among committee members for contacting.

(4) Ask preference of instrument, sex, whether family has pets, smoking or non-smoking habits. Try to house musicians in homes where there is a child studying the same instrument so that the child can benefit from interaction with the musician. (This may not always work out, but should be tried first.)

(5) Develop a tentative list using the following approximate instrumentation: 4 flutes, 4 oboes, 4 clarinets, 4 bassoons, 6 French horns, 5 trumpets, 6 trombones, 1 tuba, 6 percussion, 1 keyboard, 1 harp.

(6) When the personnel list arrives from the AWSO (with brief biographical sketches of each musician), match hosts with musicians and make a list using full names, addresses and phone numbers of hosts. Make a copy of the host family list for each musician to be distributed when they arrive in the community. It is often necessary for them to contact each other while in town. This list is also helpful for the musicians in sending thank you notes to the host families following the orchestra's visit.

(7) Prepare and distribute an information packet to host families giving background on their musician(s), guidelines and possibly a map showing where vessel will be moored. Musicians will bring AWSO schedules with them to share with their hosts.

(8) Arrange a meeting place for host families and AWSO guests (usually the vessel mooring site) and plan to be on hand for their arrival in the community to introduce hosts to their guests. An AWSO musician or staff member will represent the group in identifying the musicians in the matching up process. When musicians meet hosts for the first time, they will have instruments and luggage to take home. (Keep in mind that tubas and trombones take up quite a bit of space in a car.)

Guidelines for Host Families:

(1) Provide breakfast and dinner for musician(s).

(2) One musician to a bed, except in the case of a married couple.

- (3) Beds, please - no sleeping bags, army cots, sofas, etc. A good night's rest is very important in keeping up with the demanding tour schedule.
- (4) Provide transportation to and from performances and rehearsals.
- (5) No alcoholic beverages are to be served to musicians prior to the conclusion of the day's performances. The offering of such beverages should be given careful consideration at other times.
- (6) Determine any social activities jointly with musician(s) after their arrival.
- (7) Musicians are not permitted to switch housing without prior approval from the AWSO staff.
- (8) If a musician's day off falls within your schedule, activities can be arranged that are mutually enjoyable for guest and host. Musicians may want to rest or practice on these days.

PUBLICITY CHAIRPERSON

The Publicity Chairperson will be responsible for publicizing the AWSO visit and major waterfront concert. A committee should be organized composed of people experienced in working with the local media (newspapers, radio, TV) who will plan the publicity effort.

The AWSO office will provide materials beginning approximately two months prior to the arrival of Point Counterpoint II. These materials include news releases, glossy black and white photos, color reproductions, camera-ready logos. Original copies of all newspaper and magazine articles published should be sent to the AWSO office.

An overall promotion plan would be developed with dates and story subjects to appear in local newspapers. When AWSO representatives are in town, interviews can be arranged for them with any local media.

Suggestions:

- (1) Encourage local merchants to include AWSO concert date in their newspaper ads. The AWSO logos that will be sent can be used in the ads.
- (2) Hang large banners across major streets, and obtain the use of bank, motel, movie, restaurant marquees, and mobile billboards to welcome the orchestra and promote the concert.
- (3) Send concert date to local and regional publications well in advance so that it can be included in monthly calendars of events. Ask every local business, school, church and library to include the AWSO concert date in its calendar and send stories to their newsletters or other publications.
- (4) Encourage local arts organizations (symphony, theater, museum, arts center, etc.) to print informative articles in their publications.
- (5) Print a flyer pertaining to the AWSO visit. A local business may wish to sponsor the printing of the piece for a small credit line or ad on the flyer. Distribute the flyers in hotels, restaurants, shops, et. The flyer could also contain the list of donors, patrons and sponsors and be inserted in the AWSO souvenir programs to be sold at the concert.

(6) Arrange for local reporters to come visit Point Counterpoint II and interview Robert Boudreau after the vessel arrives in town. Consult with the orchestra ahead of time to make sure Mr. Boudreau is available, and arrange an appointment that does not conflict with rehearsals and performances.



REQUEST FOR COUNCIL ACTION

To: City Council members

CC: City Manager, City Clerk, Economic Development
Coordinator, Pekin Main Street Director, Assistant Finance Director
From: Community Development Director

AGENDA ITEM: Payment of \$7,200 for the National Scenic Byway Gateway Community Sponsorship.

AGENDA DATE REQUESTED: March 9, 2009

ACTION REQUESTED: Recommended City Council approval of payment of \$7,200 the National Scenic Byway Gateway Community Sponsorship.

BACKGROUND: The Illinois River Road National Scenic Byway is a federally-designated National Scenic Byway that runs along both sides of the river from Ottawa to Havana. This NSB status has opened the door to federal and state grant programs (more than \$730,000 to date) for our organization to utilize that can be used to enhance our region as a visitor destination – which ultimately enhances the quality of life for those who live here. These grant programs have match requirements, and of course expenses are incurred for managing these grant programs and projects from start to finish. Ongoing community support of the IRRNSB is essential to the success of the programs and projects.

The City of Pekin is one of 7 established gateways to the Illinois River Road National Scenic Byway. As a gateway, the City is promoted to visitors as a special community to be experienced along the Byway – a community for lodging, shopping, dining and exploring (the community's history and "story") and in addition to enjoying other attractions. Thanks to the financial investment made by the City of Pekin and the other gateway communities last year, we have developed and are promoting our gateway communities on the Byway website, maps and brochures to market the region and its communities to visitors. Additionally, with those funds, nearly 200 highway signs bearing the Byway logo have been placed along the Byway to mark the route; and the Interpretive Plan for the Byway has been completed. Still to be completed is a downloadable audio/visual tour of the Byway and a more detailed comprehensive map.

This year's funding request will be used to construct a 4-sided gateway interpretive kiosk in the City of Pekin, as well as produce interest and site-specific marketing materials and programs to attract visitors to the community and the Byway corridor.

FINANCIAL IMPACT: The requested dollars are budgeted within the tourism fund. There will be no financial impact on the City of Pekin General Fund. The invoiced amount is actually \$300 less than the amount that was budgeted.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The City of Pekin will continue to be a Gateway Community along the Illinois River Road National Scenic Byway; a gateway interpretive kiosk will be constructed in the City of Pekin; Pekin

will be included as part the interest and site-specific marketing initiatives; Pekin will be included in other byway initiatives and promoted as a Gateway to the Byway.

IMPACT IF DENIED: The City of Pekin will not be a Gateway Community along the Illinois River Road National Scenic Byway; a gateway interpretive kiosk will not be constructed; and Pekin will not be included in byway initiatives or promoted within the Byway marketing.

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of life

REQUIRED SIGNATURES		
Department Director	_____	
	Community Development Director	Date
Finance Department	_____	
	(Certification of Availability of Funds)	Date
Corporation Counsel	_____	
	(Certification of Review)	Date
City Manager	_____	
		Date



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Roof Repairs – Bus Barn

AGENDA DATE REQUESTED: February 24, 2009

ACTION REQUESTED: Approve Contract to Henson Robinson Company for \$69,400.00

BACKGROUND: The roofs that cover the three mechanic areas are in need of repair as evident by the large numbers of locations where leaking is occurring. Project will remove existing roof materials, inspect insulation, remove and replace any damaged insulation, and install new roof layer. Bids were accepted on February 13, 2009 and Henson Robinson Company was the low bidder.

FINANCIAL IMPACT: This item in the existing Property budget for FY09.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Roofs replaced stopping further damage to the insulation and roof support systems.

IMPACT IF DENIED: Roofs will continue to deteriorate and leaks increase causing damage to the insulation and roofing support system.

ALTERNATIVES: Locate leaks and patch as they occur or do nothing. Either way the moisture that gets under the roof material will continue to damage the insulation and rust the roof support system until it fails.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Wallman 3/4/09
Date

Finance Department

Angela Evans 3-4-09
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

OPENING MARCH 2, 2009 @ 10:00 A.M.

[illegible]



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement with Farnsworth Group for Waste Water Treatment Plant (WWTP) Facilities Plan Amendments and Finalization

AGENDA DATE REQUESTED: March 9, 2009

ACTION REQUESTED: Approve Agreement for \$40,000 to complete WWTP Facility Plan

BACKGROUND: Work on the Phase I Upgrades to the WWTP commenced in 2007 with a facility plan created in 2005 in order to secure a federal grant. Over the course of reviewing the existing facility and determining what is needed and what will serve the City for another 70 plus years, changes were made that were not part of the original facility plan. Now that plans have been finalized for the first phase and a conceptual layout for the second, the plan can now be amended and resubmitted for approval. Approval of this plan is required for loan applications and permits to construct.

FINANCIAL IMPACT: \$40,000 from the Waste Water Fund

NEIGHBORHOOD CONCERNS: Failure of the WWTP would result in sewage being either collected and hauled to an approved facility for processing or dumped into the Illinois River

IMPACT IF APPROVED: Completion of the Facility Plan will allow work and loan applications to go forward

IMPACT IF DENIED: Plan not completed and work stops on upgrading and expanding the WWTP

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Safe Community

REQUIRED SIGNATURES

Department Director

Joseph Wuellner 2/23/09
Date

Finance Department

Angel Evans 2-23-09
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this 3rd day of March in the year 2009 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

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

Wastewater Treatment Facilities Planning Study Amendment and Finalization.

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

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

FARNSWORTH GROUP, INC.

Signature

Patrik J. Sheridan

Typed Name

Engineer - Manager

Title

Date

2/23/09

City of Pekin

Client

Signature

Rusty Dunn

Typed Name

Mayor

Title

Date

I. Scope of Services

In accordance with negotiated requirements of the Illinois Environmental Protection Agency prepare a Wastewater Treatment Facilities Planning Study Amendment to address requirements of the IEPA Low Interest Loan Program, current phasing plan, and interface with CSO Long Term Control Plan.

- A. Update revision and finalization of 2000 ESE and 2007 FGI report to current WWTP #1 program requirements and current IEPA Revolving Loan Fund Facility Planning requirements.
- B. Analyze and provide report with recommendations, cost estimates and phasing plan. Address population projections; flows; growth; effluent limits; existing and proposed facilities; interface to CSO LTCP; future conditions; recommended improvements; basis of design; user fee financing analysis; environmental impacts; implementation plan.
- C. Coordinate with and provide submission to the IEPA.

II. Cost of Services

A lump sum fee of \$40,000

III. Schedule of Services

Upon direction of staff to proceed and IEPA approval of the project scope; final report submission to the Agency within 4 months.

IV. Additional Services

Provided as requested by the CLIENT as time and materials in accordance with the attached fee schedule and subject to CLIENT approval prior to proceeding.

Date: February 17, 2009

Client: City of Pekin

Project: Wastewater Treatment Facilities
Planning Study Amendment and
Finalization

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

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

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

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

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

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

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

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

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

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

Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

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

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not

reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

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

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

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

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

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

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

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

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous

body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

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

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

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

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

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

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

Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists
Schedule of Charges - January 1, 2009

Professional Staff – Engineering/Surveying	
Engineering Intern I / Professional Intern I	Per Hour \$ 85.00
Engineering Intern II / Professional Intern II	\$ 93.00
Engineer / Land Surveyor / Professional	\$ 100.00
Senior Engineer / Senior Land Surveyor / Senior Professional	\$ 105.00
Project Engineer / Project Land Surveyor / Project Professional	\$ 116.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	\$ 129.00
Engineering Manager / Land Surveying Manager / Professional Manager	\$ 140.00
Principal	\$ 163.00
Technical Staff – Engineering/Surveying	
Technician I	\$ 55.00
Technician II	\$ 74.00
Senior Technician	\$ 81.00
Chief Technician	\$ 93.00
Computer Specialist	\$ 100.00
Designer / Surveyor	\$ 101.00
Senior Designer / Senior Surveyor	\$ 106.00
Project Designer / Project Surveyor	\$ 113.00
Senior Project Designer	\$ 126.00
Administrative Support	\$ 55.00
Specialists	
Project Planner	\$ 106.00
Senior Project Planner	\$ 116.00
Government Affairs Professional	\$ 132.00
Senior Government Affairs Professional	\$ 163.00
Systems Integration Specialist I	\$ 85.00
Systems Integration Specialist II	\$ 93.00
Systems Integration Specialist III	\$ 100.00
Senior Integration Specialist	\$ 113.00
Systems Integration Manager	\$ 135.00
Professional Staff - Architecture	
Interior Design Professional I	\$ 65.00
Interior Design Professional II	\$ 75.00
Interior Design Professional III	\$ 85.00
Architectural Intern I	\$ 76.00
Architectural Intern II	\$ 84.00
Architect	\$ 95.00
Senior Architect / Senior Landscape Architect	\$ 101.00
Project Architect	\$ 111.00
Senior Project Architect	\$ 121.00
Architectural Manager	\$ 129.00
Principal-Architecture	\$ 150.00
Technical Staff - Architecture	
Architectural Technician	\$ 67.00
Senior Architectural Technician	\$ 79.00
Chief Architectural Technician	\$ 85.00
Architectural Designer	\$ 91.00
Senior Architectural Designer	\$ 99.00
Project Architectural Designer	\$ 106.00
Senior Project Architectural Designer	\$ 118.00
Computer Specialist	\$ 98.00
Administrative Support	\$ 55.00
Miscellaneous – Engineering/Architecture/Surveying/Commissioning	
Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$10.00/hour
Automobile (per mile)	\$ 0.57
CADD Computer (per hour)	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum \$440/Day)	\$22.00/hour
2 Unit GPS (Maximum \$440/Day)	\$44.00/hour
3 Unit GPS (Maximum \$660/Day)	\$66.00/hour
Robotic Total Station	\$22.00/hour
* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.	

RATES EFFECTIVE UNTIL JANUARY 1, 2010 UNLESS NOTIFIED



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement with Farnsworth Group for CSO Assessment and Long Term Control Plan (LTCP)

AGENDA DATE REQUESTED: March 9, 2009

ACTION REQUESTED: Approve Agreement for \$135,000 to complete CSO Assessment and LTCP

BACKGROUND: Work on an assessment of the City's combined sewer outfall (CSO) system was commenced in 2004. The original plan was to collect flow and solids data at the four CSO's and the waste water treatment plant (WWTP) to compile a first flush study and rain event flow study to come up with a means to control the overflows and guarantee that we were capturing the first flush at the plant. The first two years there were not enough qualified rain events for the first flush study but data was captured for the flow. In 2007 new requirements were released by the US EPA and these caused an impact to project. The project is now to the point that all of the data is available and after two meetings with the IEPA a final plan can be put together for approval. This agreement is for \$135,000 to complete the assessment and finalize the LTCP in a manner acceptable to the IEPA. I am requesting that this agreement be approved so that the CSO LTCP can be submitted for approval. Once approved, the City will know what will need to be done in order to comply with the Clean Water Act regarding CSO's and a plan to implement the changes.

FINANCIAL IMPACT: \$135,000 from the Waste Water Fund

NEIGHBORHOOD CONCERNS: CSO's impact the water quality of the Illinois River

IMPACT IF APPROVED: Completion of the CSO LTCP and an idea of what will be required to comply

IMPACT IF DENIED: Possible fine for violation of the requirements of the current WWTP NPDES operating permit.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Safe Community

REQUIRED SIGNATURES

Department Director

Joseph Wallner 2/23/09
Date

Finance Department

Angela Evans 2-23-09
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



Farnsworth
GROUP

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this 3rd day of March in the year 2009 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

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

CSO Long Term Control Plan – Preliminary Engineering Design Analysis Amendment and Finalization
(See attached Scope & Costs of Services).

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

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

FARNSWORTH GROUP, INC.

Signature

Patrik J. Sheridan

Typed Name

Engineer - Manager

Title

Date

2/23/09

City of Pekin

Client

Signature

Rusty Dunn

Typed Name

Mayor

Title

Date

I. Scope of Services

In accordance with negotiated requirements of the Illinois Environmental Protection Agency and the USEPA Combined Sewer Overflow Control Policy, a Preliminary Engineering Design Analysis Amendment to the existing Long Term Control Plan will be completed to include the following:

- A. Statistical analysis of CSO Flow Monitoring Data from 2005 through 2008, preparation of CSO Flow Hydrographs and Cumulative Flow Graphs to project peak storm CSO flow rates and volumes.
- B. Meetings and review of the existing CSO system and improvement alternatives with City staff and the IEPA to conceptually develop and confirm/quantity the scope of the supplemental CSO System Improvements to be analyzed.
- C. Consultation with staff and review/analysis of information needed from existing in-house and City of Pekin Record Drawings with field verification of critical hydraulic components.
- D. A project budget-allowance for up to 5 days of topographic and hydraulic flow control points surveying (survey crew) as required where inadequate record drawings/data exists.
- E. Preliminary Design of CSO System Improvements; hydraulic capacity analysis and component sizing, field verifications and site investigations.
- F. Hydraulic profiles, hydraulic calculations and analysis. CSO capture and treatment analysis for projected CSO flow volumes and tabulation of system effectiveness to meet USEPA requirements.
- G. Summary report; Flow Data Graphical representatives, summary and tabulations; Implementation schedule and phasing; Budget Cost Estimates; Incorporation of staff comments and reviews; Submission to IEPA.
- H. An allowance for coordination review and meetings with the agency and staff.

II. Cost of Services

Task A and B –	A lump sum fee of.....	\$37,000
Task C -	Time and Expenses According to the attached fee schedule with work subject to CLIENT approval prior to proceeding. Estimated Budget Allowance.....	\$3,000
Task D -	Time and Expenses according to the attached fee schedule with work subject to CLIENT approval prior to proceeding. Estimated Budget Allowance.....	\$12,500
Task E -	A lump sum fee of	\$35,500
Task F -	A lump sum fee of	\$25,000
Task G -	A lump sum fee of	\$16,500
Task H -	Time and Expenses according to the attached fee schedule with work subject to CLIENT approved prior to proceeding. Estimated Budget Allowance.....	\$5,500
	Total Lump Sum Fee.....	\$114,000
	Estimated T&M Fees.....	\$21,000
	Total Fee Budget.....	\$135,000

III. Schedule of Services

Date: February 17, 2009

Client: City of Pekin

Project: CSO Assessment and Long Term Control Plan

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

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

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

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

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Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

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preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party, or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

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

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

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

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

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

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

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

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous

substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

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

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

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

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

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

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

Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists
Schedule of Charges - January 1, 2009

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I / Professional Intern I	\$ 85.00
Engineering Intern II / Professional Intern II	\$ 93.00
Engineer / Land Surveyor / Professional	\$ 100.00
Senior Engineer / Senior Land Surveyor / Senior Professional	\$ 105.00
Project Engineer / Project Land Surveyor / Project Professional	\$ 116.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	\$ 129.00
Engineering Manager / Land Surveying Manager / Professional Manager	\$ 140.00
Principal	\$ 163.00

Technical Staff – Engineering/Surveying	
Technician I	\$ 55.00
Technician II	\$ 74.00
Senior Technician	\$ 81.00
Chief Technician	\$ 93.00
Computer Specialist	\$ 100.00
Designer / Surveyor	\$ 101.00
Senior Designer / Senior Surveyor	\$ 106.00
Project Designer / Project Surveyor	\$ 113.00
Senior Project Designer	\$ 126.00
Administrative Support	\$ 55.00

Specialists	
Project Planner	\$ 106.00
Senior Project Planner	\$ 116.00
Government Affairs Professional	\$ 132.00
Senior Government Affairs Professional	\$ 163.00
Systems Integration Specialist I	\$ 85.00
Systems Integration Specialist II	\$ 93.00
Systems Integration Specialist III	\$ 100.00
Senior Integration Specialist	\$ 113.00
Systems Integration Manager	\$ 135.00

Professional Staff - Architecture	
Interior Design Professional I	\$ 65.00
Interior Design Professional II	\$ 75.00
Interior Design Professional III	\$ 85.00
Architectural Intern I	\$ 76.00
Architectural Intern II	\$ 84.00
Architect	\$ 95.00
Senior Architect / Senior Landscape Architect	\$ 101.00
Project Architect	\$ 111.00
Senior Project Architect	\$ 121.00
Architectural Manager	\$ 129.00
Principal-Architecture	\$ 150.00

Technical Staff - Architecture	
Architectural Technician	\$ 67.00
Senior Architectural Technician	\$ 79.00
Chief Architectural Technician	\$ 85.00
Architectural Designer	\$ 91.00
Senior Architectural Designer	\$ 99.00
Project Architectural Designer	\$ 106.00
Senior Project Architectural Designer	\$ 118.00
Computer Specialist	\$ 98.00
Administrative Support	\$ 55.00

Miscellaneous – Engineering/Architecture/Surveying/Commissioning	
Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$10.00/hour
Automobile (per mile)	\$ 0.57
CADD Computer (per hour)	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum \$440/Day)	\$22.00/hour
2 Unit GPS (Maximum \$440/Day)	\$44.00/hour
3 Unit GPS (Maximum \$660/Day)	\$66.00/hour
Robotic Total Station	\$22.00/hour
* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.	

RATES EFFECTIVE UNTIL JANUARY 1, 2010 UNLESS NOTIFIED

March 9, 2009

Dear Mayor Dunn and Council Members,

At this time, I am tendering my letter of resignation. I have thoroughly enjoyed working with all of you as we serve the citizens of Pekin.

Sincerely,

Sue Ann Kortkamp

RESOLUTION NO. 73-08/09

PEKIN, ILLINOIS, March 9, 2009

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

Pursuant to 65 ILCS 5/5-2-12 (g.) and 1-5-1 of the Code of the City of Pekin

Sue Ann Kortkamp is hereby appointed to fill the vacancy in the position of Council

Member effective March 9, 2009 until May 2011.



SIGNED BY _____

MAYOR.