



City of Pekin

REGULAR COUNCIL MEETING MONDAY, DECEMBER 8, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Pro Tem Jones

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 November 24, 2008.

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:** Committee For Persons with Disabilities Minutes September 11, 2008.
- 2. Resolution No. 66-08/09 – Appointment of Roy Davis to the Mayor's Advisory for Persons with Disabilities to fill the unexpired term of Frank Metcalf until the first Monday in May 2010.**
- 3. Receive and File Financial Statements April 30, 2008 prepared by Willock Warning & Co., P.C.**
Pekin Public Library
- 4. Receive and File EDA Project No. 06-01-05146 Authorization to Bid Hanna Drive.**
- 5. Receive and File Bids for construction of Hanna Drive Extension.**
- 6. Receive and Reject all Bids for the Improvement Pekin Fire Department Eastside Station #1 removal and replacement concrete 85' x 75'.**

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS REPORTS

1. Presentation of the Assessment and Full Tax Body Process

PRESENTATION: Gary Twist Tazewell County Supervisor of Assessments

IX. NEW BUSINESS

1. Resolution No. 62-08/09 - Abatement of Taxes Ordinance No. 2324 \$1,040,000 Refunding 1991 Corporate Purpose (SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$118,380.00 provided in bond ordinance issued for Public Works Projects to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

2. Resolution No. 63-08/09 - Abatement of Taxes Ordinance No. 2386 Series 2004 \$2,950,000 (SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$426,186.50 provided in bond ordinance issued for vehicles and the Riverfront Project through Herget Bank to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

3. Resolution No. 64-08/09 - Abatement of Taxes Ordinance No. 2387 Series 2004 \$1,410,000 (SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$205,447.50 provided in bond ordinance issued for TIF Downtown Business District through Bernardi Securities, Inc to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

4. Resolution No. 65-08/09 - Abatement of Taxes Ordinance No 2415 Series 2005 \$1,120,000 (SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$152,180.00 provided in bond ordinance issued for Riverway Business Park Industrial Park Land Expansion to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

X. UNFINISHED BUSINESS

1. Ordinance No. 2573-08/09- Making, Levying and Assessing Municipal Taxes (DK)

DESCRIPTION: The City's property tax levy shall be \$5,837,452.

ACTION: Motion to adopt ordinance.

PRESENTATION: City Manager Dennis Kief

VOTE REQUIRED

XI. NEW BUSINESS

5. Agreement for Professional Services with Farnsworth Group

(GR)

DESCRIPTION: preparation of the IEPA permit application to the City's compost facility operating (Permit No. 1990-098-DE/OP) which expires March 31, 2009 and submission required 90 days in advance.

ACTION: Motion to approve agreement in the amount of \$4,500 plus fees for laboratory services.

VOTE REQUIRED

6. Amendment to Agreement for Professional Services with Farnsworth Group

(JW)

DESCRIPTION: revise the agreement for the design of Phase I upgrades to the wastewater treatment plant. Changes were requested to insure facility would be out of flood zone.

ACTION: Motion to approve the agreement in the amount of \$247,770.10.

VOTE REQUIRED

7. Award Bid for Hanna Drive Extension

(JW)

DESCRIPTION: Construction of the road to open up the Riverway Business Park to the highway. Bids opened on December 5, 2008.

ACTION: Motion to accept the bid in the amount \$_____ and to award the contract to _____.

VOTE REQUIRED

XII. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members

Staff

Public Questions

Press Time

XIII. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 6. The setting of a price for sale or lease of Municipally Owned Property

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

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XIV. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 24, 2008 AT 5:30 O'CLOCK P.M.
JAMES E. JONES * MAYOR PRO TEM * PRESIDING**

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

ABSENT: MAYOR TEBBEN

The **Pledge of Allegiance** was led by Deputy Fire Chief Rick Bowman.

Roll was called and all Council Members were present except for Mayor Tebben.

Agenda

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

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of November 10, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented. Council Member Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Police Department October Report, Fire Department August, September, October Report, Liquor Commission Minutes November 3, 2008, Tourism Commission Minutes November 18, 2008, Traffic Safety Committee Minutes November 7, 2008, and Electrical Commission Minutes November 6, 2008.
2. **Proclamations:** "Drunk and Drugged Driving (3D) Prevention Month" December
"National Hospice/Palliative Care Month" November
3. **Receive and File** Communications Comcast Channel Line-up additions
4. **Receive and File** Planning Zoning Board of Appeals Minutes Dated November 12, 2008
5. **Receive and File** Planning Commission Minutes Dated November 12, 2008
6. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1768 – recommends to approve the re-zoning of property located off Route 98 from AG (Agricultural District) to I-1 (Light Industrial District)
 - b. Hearing #08-1769 – recommends to approve the Site Plan for the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue
 - c. Hearing #08-1770 – recommends to approve the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue
 - d. Hearing #08-1771 – recommends to approve the changes to Title 9 Chapter 8A Section 10-K-9 Code for Signs in a PUD Zone

Council Member Kortkamp read and presented the National Hospice/Palliative Care Month Proclamation to Harbor Light Hospice Director Patty Poke.
On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

RETIRING FIRE FIGHTERS

Fire Chief Chuck Lauss introduced retiring Fire Fighters Assistant Chief Don Faux, (33.yr. 6 mos), Assistant Chief Vaughn Bottomley (31 yrs 10 mos) and Captain Ron Klien (27 yrs 6 mos). Retirement watches and best wishes were extended.

A PUBLIC HEARING OF TRUTH IN TAXATION was opened by Mayor Pro Tem Jones at 5:41 p.m. to hear input on a proposed property tax levy for the City of Pekin. City Manger Dennis Kief spoke to the proposed City Tax Rate remaining unchanged from last year at \$1.3024 of \$100 EAV. He presented several visuals of levy history information. The increased City EAV would increase overall Levy to \$5,837,452.00. Nick Russo, 2209 Crestview questioned the police protection levy going down and the library levy increasing. Questions on County assessments were asked. With no other comments heard Mayor Pro Tem Jones closed the hearing at 5:55 p.m.

NEW BUSINESS

ORDINANCE NO. 2573-08/09

MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES

MAY 1, 2008 TO APRIL 30, 2009 KNOWN AS THE LEVY ORDINANCE

Motion by Council Member Strand, seconded by Council Member Kortkamp, that Ordinance No.2573-08/09 be adopted.

Proposed City Tax Rate remains unchanged from last year at \$1.3024/\$100 EAV. Increased City EAV would increase overall Levy to \$5,837,452.

On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the **SITE PLAN FOR AVANTI'S FOR A DRIVE-UP WINDOW** at 3610 Kelly Avenue for a new restaurant formerly Kelly Avenue Bar and Grill, be approve. Public Works Director Joe Wuellner informed Council.

Recommendation of the Pekin Planning Commission was to approve the layout of a drive-up window. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the **SPECIAL USE FOR A DRIVE-UP WINDOW** at 3610 Kelly Avenue for a new Avanti's restaurant formerly Kelly Avenue Bar and Grill, be approved. Public Works Director Joe Wuellner informed Council that the Pekin Planning Commission approved the use of a drive-up window for this location. On roll call vote, all present voted Aye

ORDINANCE NO. 1568-A175-08/09

REZONING OF CERTAIN PROPERTY – LANDRITH RT. 98

Motion by Council Member Abel, seconded by Council Member Dunn, that Ordinance No. 1568-A175-08/09 be adopted. The Pekin Planning Commission heard the hearing to rezone the property from AG (Agricultural) district to I-1 (Light Industrial) district north of the Sewer Treatment Plant, partially in a flood plan, and an extension to an existing industrial park and recommended its approval based on consistency with surrounding area. On roll call vote, all present voted Aye.

ORDINANCE NO. 2574-08/09

AMENDING TITLE 7, CHAPTER 1, ARTICLE D. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING THE ELECTRICAL CODE

Motion by Council Member Abel, seconded by Council Member Strand, that Ordinance No.2574-08/09 be adopted. A recommendation was made after review by the Electrical Commission to change language in the Code to adopt the latest version of the National Electric Code N.E.C. 2008 and to provide language to clarify restricting aluminum conductors for service entrances only. Effective January 1, 2009. On roll call vote all present voted Aye.

ORDINANCE NO. 2575-OA-08/09
AMENDING TITLE 9, CHAPTER 10, SECTION 8 G. TITLE 9,
CHAPTER 8A OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SIGNS IN PUD (PLANNED UNIT DEVELOPMENT) DISTRICT AND
BILLBOARDS IN I (INDUSTRIAL) DISTRICT.

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Ordinance No.2575-08/09 be adopted. Public Works Director Joe Wuellner explained to Council allowed for the request from Illinois Central College (ICC) to allow non-accessory signage in the Riverway Business Park on other than the parcel that the building was located. Council Member Strand spoke in support of signage strategically place for the college to give better direction to the location in the Business Park. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Abel, that the **AGREEMENT WITH STS FOR VETERANS DRIVE DESIGN BROADWAY TO SHERIDAN, be approved.** Public Works Director Joe Wuellner stated the scope of work to design the next section to the north of Veterans Drive would allow the City to go out for bids in the Fall of 2009 with construction in 2010. A Stimulus Bill proposed to create jobs would tend to be awarded to highway projects that were through design and ready to be built. Funds had been budgeted for this project. Council Members express their opinions on investing in actions that would take the next step in a northerly direction and the opportunity to continue efforts on both directions. Council Member Blanchard spoke in opposition to the agreement for the design of a third corridor north. On roll call vote, Ayes, Strand, Kortkamp, Dunn, Abel, Jones; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 1462-A285-08/09
AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING STOP SIGNS ON STATE STREET @ WINDSOR STREET AND ON LIGHTER
STREET @ WINDSOR STREET

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Ordinance No. 1462-A285-8/09 be adopted. The recommendation of the Traffic Safety Committee was to stop traffic at the T-intersections for safety. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A286-08/09
AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACE ON PARK AVENUE

Motion by Council Member Blanchard, seconded by Council Member Abel, that Ordinance No. 1462-A286-8/09 be adopted. The recommendation of the Traffic Safety Committee was to move the handicapped parking space in front of the Pekin Hospital to allow shuttle vans to park in this spot without restricting visibility to the East. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A287-08/09
AMENDING TITLE 8, CHAPTER 4, SECTION 1. D.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE

NORTH SIDE WASHINGTON STREET AT SOUTH CAPITOL STREET

Motion by Council Member Blanchard, seconded by Council Member Abel, that Ordinance No. 1462-A287-8/09 be adopted. The recommendation of the Traffic Safety Committee was to restrict parking on north side to address visibility safety concerns of Washington Street curve at Summer Street. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A288-08/09
AMENDING TITLE 8, CHAPTER 3, SECTION 3. F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS ON BROADWAY ROAD FROM SCHRAMM DRIVE TO
VETERANS DRIVE

Motion by Council Member Strand, seconded by Council Member Kortkamp, that Ordinance No. 1462-A288-8/09 be adopted. The recommendation of the Traffic Safety Committee was to control speeds on Broadway, which would result in 35 mph from N. Fourteen to California Road and 45 mph to Veterans Drive on completion of the Broadway widening project. Council Members reported they had received comments from the public as to limiting the speed back to 35 mph in an area that now has two lanes to move the traffic with a turn lane. Council Members generally spoke in support of the reduced speed, sighting the increasing development of residential properties in Hickory Hills, businesses on Broadway, and the congested entrances of Shade Park and Country Club Estates. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **INTERGOVERNMENTAL AGREEMENT WITH TAZEWEEL COUNTY TO PROVIDED ANIMAL CONTROL SERVICES FOR THE CITY, in the amount of \$43,170.00, be approved.** Police Chief Tim Gillespie advised Council that based on reports in the police department on the collection of animals the services were sufficient. The increase from last year was 4.1% but the alternative of in-house had been determined to not be feasible. Council Member Blanchard spoke in opposition to an expense he felt was double taxation. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp seconded by Council Member Blanchard, that the **INTERGOVERNMENTAL AGREEMENT WITH PEKIN PUBLIC SCHOOL DISTRICT 108 AND PEKIN PARK DISTRICT FOR JAMES FIELD, be approved.** Mr. Kief advised Council that the improvements consisted of sidewalks and the base for brick pavers in an amount to not exceed \$40,000 from the TIF Funds. Darrell Dagit, 2025 El Camino Drive was available to answer questions of the Council. On roll call vote, all present voted Aye

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager Dennis Kief informed Council that in regards to the 2008 Amendment to the TIF Redevelopment Plan and Project letters were mailed to all residential addresses located within 750 feet of the boundaries of the proposed TIF area. The letter referred to the amendment and the availability of the Project Plan and the delineation of the area on a boundaries map. He advised the map was not enclosed and there may have been questions to the members.

Council Member Blanchard stated that he favorite setting further work sessions to discuss the budget and ways of reducing spending. Council Member Dunn in speaking for the Council expressed Best Wishes and a speedy recovery to Mayor Tebben. Council Member Abel reminded the community to “Shop Pekin First” for the holidays. Staff members gave status reports on projects: Broadway Road completion – striping weather permitting and holiday on day delayed garbage collection.

Nick Russo, 2209 Crestview sought Council’s support to enforce police patrol of speeding on residential streets.

Bill Gilroy, 1312 South 11th Street spoke in support of continuing efforts to complete Veterans Drive connection south by widening of VFW Road.

EXECUTIVE SESSION

Motion by Council Member Strand, seconded by Council Member Kortkamp, that **Council move to Executive Session** at 6: 45 P.M. to discuss 5 ILCS 120/2 (c.) 5. The purchase of real estate by the Municipality and 5 ILCS 120/2 (c.). 11. Litigation. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 7:00 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
September 11, 2008; 4:00 pm

- I. Welcome and introductions present: Jeanne Choate, Jim Deford, Leia Stewart, Tammy Helm, Robert Calvin, Libby Holbrook, Dick Berger & Pamela Anderson
Not present: Norma Bosley & Vicki Bass
- II. Approval of the August minutes – two corrections (list Dick Berger as being present at meeting & under III. Old Business, D. Berger had a complaint not a compliant; motion to approve by L. Holbrook, 2nd by J. Choate; unanimously approved

III. Old business

Update on CDBG allocation and programs (traffic lights audio component – all 12 have been installed, there is remaining dollars from the allocation so additional traffic lights will be updated, L. Stewart recommended Court & Capitol and 14th and Park Avenue; length of time for the traffic lights was discussed and if there was a standard formula?; D. Berger suggested having a newspaper article about the installation of the audio components for the general public to be aware of what they are for; sidewalks – ADA sidewalks have been completed on 14th and continue down Broadway, L. Stewart letter to the Pekin Times Editor and his follow up e-mail about a story on how accessible is Pekin were discussed, & CO detectors – inspectors have looked at units and they are very easy to install; letter has been sent out for the meeting on Sept. 23rd at 3pm – T. Helm has rec'd two rsyvs; she will

Next meeting: October 9, 2008 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
September 11, 2008; 4:00 pm

contact those that were sent the letter to follow up with them about the meeting; 5 more units were ordered with additional transmitters; South side bus route – L. Stewart rode the south side bus route the other day and the bus went from 4th to Derby, Huff to Koch, Koch to 14th and out; the bus driver stated that there was a change in route in March 2008; no stops were announced – discussion about common courtesy for riders; L. Stewart participated in a CitiLink commercial for people with disabilities riding the bus)

IV. New Businesses

Review of submitted information (continuation from August meeting) (See notes on attached July 2008 responses document)

v. Around the table - motion to adjourn by R. Calvin , 2nd by T. Helm

Next meeting: October 9, 2008 at 4:00 pm

RESOLUTION No. 66-08/09

PEKIN, ILLINOIS, December 8, 2008

RESOLUTION BY COMMISSIONER _____

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

the Mayor Pro Tem's appointment of Roy Davis to the Mayor's Advisory Committee
for Person's with Disabilities to fill the unexpired term of Frank Metcalf until
the first Monday in May, 2010 is hereby approved.

1814 Valencia Place

Pekin, Illinois

346-0544



SIGNED BY _____

MAYOR.

**MAYOR'S ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES**

4:00 P.M. 2ND THURSDAY OF EVERY MONTH

MAYOR EX-OFFICIO

TERMS END FIRST MONDAY IN MAY, 2009

JIM DEFORD
1837 PARKFIELD DRIVE
347-1751

JEANNE CHOATE
211 DAVIS STREET
353-9334 JC.RC@insightbb.com

NORMA BOSLEY
300 PARK AVENUE
353-9655 mombosley@grics.net

TERMS END FIRST MONDAY IN MAY, 2010

TAMMY HELM
1707 CRESCENT DRIVE
682-3500 (work) thelm@cicil.org
353-4356 (home)

ROY DAVIS
1814 VALENCIA PLACE
346-0544 (home)

LEIA STEWART
1313 HIGHLAND
353-8665 beachcat2@earthelink.net

TERMS END FIRST MONDAY IN MAY, 2011

DICK BERGER
905 LINCOLN STREET
346-2881

ROBERT CALVIN
1809 HOLIDAY DRIVE
353-7553 rcalvin@grics.net

LIBBY HOLBROOK
21310 IL RT 9 TREMONT
347-7148 (home) libby@tcrorg.com

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
FINANCIAL STATEMENTS
APRIL 30, 2008

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
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Independent Auditor's Report

STATEMENT

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of Pekin Public Library
and To the Honorable Mayor and City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Pekin Public Library Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2008, as listed in the table of contents. These financial statements are the responsibility of the City of Pekin, Illinois management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Pekin Public Library Fund and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2008, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Pekin Public Library Fund as of April 30, 2008 and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co., PC

Willock Warning & Co., P.C.
October 8, 2008

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND

BALANCE SHEET

APRIL 30, 2008

ASSETS

Current assets:

Cash-operating	\$ 7,133
Investments-operating	38,329
Investments-endowments	263,826
Investments-capital development	485,605
Receivable-property taxes	974,054
Total current assets	<u>1,768,947</u>

Fixed assets:

Land	86,080
Building and improvements	2,265,690
Furniture, fixtures, and equipment	433,496
Books	<u>1,578,243</u>
Total, at cost	4,363,509
Less accumulated depreciation	<u>(2,093,866)</u>
Total fixed assets	<u>2,269,643</u>
Total assets	<u><u>\$ 4,038,590</u></u>

LIABILITIES AND FUND BALANCE

Current liabilities:

Accounts payable	\$ 18,518
Accrued wages	18,695
Due to other funds	3,639
Note payable	310,000
Deferred tax revenue	974,054
Total current liabilities	<u>1,324,906</u>

Fund balance:

Reserve for capital development	485,605
Unreserved, designated	263,826
Unreserved, undesignated	<u>1,964,253</u>
Total fund balance	<u>2,713,684</u>
Total liabilities and fund balance	<u><u>\$ 4,038,590</u></u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
 PEKIN PUBLIC LIBRARY FUND
 STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED APRIL 30, 2008

Operating revenues:	
Real estate taxes	\$ 940,920
Replacement taxes	119,432
State per capita grant	40,991
Charges for services, fees, etc.	38,035
Other	5,132
Total operating revenues	<u>1,144,510</u>
Operating expenditures:	
Salaries	509,290
Payroll taxes	78,596
Group health insurance	59,093
Workers' compensation insurance	2,942
Books, periodicals, cassettes, etc.	123,980
Circulation system	22,085
ISP costs	2,678
Equipment rental, supplies, postage	28,228
Program costs	12,057
Repairs and maintenance	56,589
Utilities	85,647
Telephone	1,556
Insurance	10,647
Dues and subscriptions	1,484
Travel and conferences	4,840
Outside services	2,725
Miscellaneous	3,606
Equipment purchases	10,241
Grant expenditures	2,487
Total operating expenses	<u>1,018,771</u>
Excess of operating revenues over operating expenses	<u>125,739</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED APRIL 30, 2008

Other revenues (expenses):	
Investment earnings-operations	12,995
Investment earnings-endowments	12,422
Investment earnings-capital development	8,878
Gifts and memorials	26,163
Capital development expenditures	<u>(185,856)</u>
Deficiency of other revenues over other expenses	<u>(125,398)</u>
Excess of operating and other revenues over operating and other expenses	341
Other adjustments:	
Add capitalization of capital development expenditures	185,856
Add capitalization of books	92,487
Less depreciation of fixed assets	<u>(167,437)</u>
Net excess of operating and other revenues over operating and other expenses and other adjustments	<u>\$ 111,247</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF CHANGES IN FUND BALANCE
YEAR ENDED APRIL 30, 2008

Fund balance, beginning of year	\$ 2,602,437
Net excess of operating and other revenues over operating and other expenses and other adjustments	<u>111,247</u>
Fund balance, end of year	<u>\$ 2,713,684</u>

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2008

	<u>Budget</u>	<u>Actual</u>	Variance Over (Under)
Operation revenues:			
Real estate taxes	\$ 944,555	\$ 940,920	\$ (3,635)
Replacement taxes	101,000	119,432	18,432
State per capita grant	41,695	40,991	(704)
Intergovernmental grants	4,000	-	(4,000)
Charges for services, etc.	42,200	38,035	(4,165)
Other	3,000	5,132	2,132
Total operating revenues	<u>1,136,450</u>	<u>1,144,510</u>	<u>8,060</u>
Operating expenditures:			
Salaries	495,855	509,290	13,435
Payroll taxes	79,531	78,596	(935)
Group health insurance	70,000	59,093	(10,907)
Workers compensation insurance	2,800	2,942	142
Books, periodicals, etc.	122,550	123,980	1,430
Circulation system	25,000	22,085	(2,915)
ISP costs	2,600	2,678	78
Equipment rental, supplies, and postage	26,160	28,228	2,068
Program costs	9,100	12,057	2,957
Repairs and maintenance	38,554	56,589	18,035
Utilities	118,800	85,647	(33,153)
Telephone	2,500	1,556	(944)
Insurance	10,000	10,647	647
Dues and subscriptions	1,300	1,484	184
Travel and conferences	5,500	4,840	(660)
Outside services	1,800	2,725	925
Jail service expense	300	-	(300)
Miscellaneous	2,500	3,606	1,106
Equipment purchases	10,600	10,241	(359)
Grant expenditures	1,000	2,487	1,487
Total operating expenditures	<u>1,026,450</u>	<u>1,018,771</u>	<u>(7,679)</u>
Excess of operating revenues over operating expenditures	<u>110,000</u>	<u>125,739</u>	<u>15,739</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
YEAR ENDED APRIL 30, 2008

	<u>Budget</u>	<u>Actual</u>	Variance Over (Under)
Other revenues (expenditures):			
Investment earnings-operations	12,000	12,995	995
Investment earnings-endowments	10,000	12,422	2,422
Investment earnings-capital development	-	8,878	8,878
Gifts and memorials	-	26,163	26,163
Capital development expenditures	<u>(217,000)</u>	<u>(185,856)</u>	<u>(31,144)</u>
Deficiency of other revenue over other expenditures	<u>(195,000)</u>	<u>(125,398)</u>	<u>69,602</u>
Excess (deficiency) of operating and other revenues over operating and other expenditures	<u>\$ (85,000)</u>	<u>\$ 341</u>	<u>\$ 85,341</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2008

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Pekin Public Library Fund is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the Library Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

Operations of the Pekin Public Library (the "Library") are governed by nine officials, appointed by the Mayor and the City of Pekin with approval of the City Council, designated as the Board of Trustees.

Basis of Presentation

For many years, the primary focus of local governmental financial statements has been summarized fund-type information on a current financial resource basis. This approach has been modified by Government Accounting Standards Board (GASB) Statement No. 34 and the City of Pekin's financial statements present two kinds of statements, each with a different view of the City's finances. These changes affect the Pekin Public Library's financial statement in several ways:

1. The balance sheet of the Library no longer reports fixed assets as a separate account group apart from the operating assets;
2. Books purchased within the past ten years have been capitalized and added to the fixed assets. Library books are considered to have a useful life of greater than one year and, therefore, are subject to annual depreciation charges;
3. Accumulated depreciation on previous years' fixed assets has been calculated and recorded on the balance sheet.
4. The Statement of Revenues and Expenses (Statement 2) includes the current year charge for depreciation of fixed assets.

Basis of Accounting

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when earned regardless of the timing of related cash flows, is followed.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2008

NOTE 1 - continued

Investments

The Library's investments are in accordance with state statutes. They are comprised of deposits with the State of Illinois Treasurer's investment pool and a certificate of deposit.

Fixed Assets

Fixed assets include land, building and improvements, equipment, and books with an initial useful life of one year or greater. Assets are recorded at historical cost. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Depreciation has been provided using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives for each fixed asset type are as follows:

Building and improvements	50 years
Furniture, fixtures and equipment	20 years
Books	10 years

Budget

The City of Pekin's annual budget and appropriations ordinances cover all funds of the City, including the Library, and is prepared on the accrual basis. Therefore, the statement of revenues and expenditures-budget and actual has been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 2 - PROPERTY TAXES

Property tax revenues are recorded on the "deferred method". Because of the extraordinarily long period of time between the levy date and the receipt of tax distributions from the Tazewell County Treasurer, the property taxes are not "available" to finance current year expenditures. The tax levy for 2007, to be collected in June and September, 2008, is shown on the balance sheet as property taxes receivable with a related credit to deferred tax revenue.

The property taxes for 2006 were collected August through September, 2007 and received by the Library in September and October 2007. These taxes have been recorded as real estate tax revenue in the financial statements.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2008

NOTE 3 - CHANGES IN FIXED ASSETS

The following is a summary of the changes in fixed assets during the year:

	Balance <u>4/30/2007</u>	Additions (Retirements)	Balance <u>4/30/2008</u>
Land	\$ 86,080	\$ -	\$ 86,080
Building and improvements	2,099,690	166,000	2,265,690
Furniture, fixtures and equipment	413,641	19,855	433,496
Books	1,485,755	92,488	1,578,243
Total	<u>\$ 4,085,166</u>	<u>\$ 278,343</u>	<u>\$ 4,363,509</u>

NOTE 4 - EXPENDITURES FROM SPECIAL ACCOUNTS

During the year the following expenditures were made from line items not included in the Library's operating budget:

Purchases from gifts and endowment earnings:

Books, cassettes, and CD's	\$ 1,911
Equipment	10,182
Program costs	3,309
Supplies	1,940
Total	<u>\$ 17,342</u>

NOTE 5 - PURCHASE OF BUILDING/NOTE PAYABLE

In 1971 the Library and the Dirksen Center constructed a single building for the purpose of 1) housing a new library for the City of Pekin; 2) housing Everett McKinley Dirksen memorabilia and related documents, and 3) creating a Congressional Studies Center.

On October 29, 2002 the Library entered into a contract to purchase that part of the building solely owned by the Dirksen Center and those portions of the building designated as common or joint usage areas. The closing date of the purchase was October 2, 2003 with possession given upon closing.

The terms of the purchase were as follows:

Purchase price - \$620,000

Earned money on deposit at Herget National Bank on date of contract agreement and applied toward purchase price-\$100,000;

Amount of cash paid at closing - \$210,000

Amount of promissory note executed on closing date and due October 1, 2008 without interest - \$310,000.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2008

NOTE 6 - FUND BALANCE RESERVE-CAPITAL DEVELOPMENT

Pursuant to policy established by the Board of Trustees, a reserve has been established for future capital development projects. The reserve has been divided into four categories. The chart below shows the capital limits and the amount of funding allocated to each category as of April 30, 2008:

<u>Category</u>	<u>Amount of Capital Limit</u>	<u>Funding as of 4/30/2008</u>
Capital Development and Maintenance	\$ 300,000	\$ 268,794
Technology	50,000	10,809
21st Century Library Fund	4,250,000	206,002
Total	<u>\$ 4,600,000</u>	<u>\$ 485,605</u>

NOTE 7 - FUND BALANCE UNRESERVED-DESIGNATED

The Library Board has created several endowment funds from the proceeds of bequests received throughout the years. None of the funds placed in the endowment funds have any legal restrictions or conditions imposed on their use. The Board has established certain criteria for the expenditure of the funds.



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
CHICAGO REGIONAL OFFICE
111 N. CANAL ST., SUITE 855
CHICAGO, ILLINOIS 60606-7208

November 20, 2008

The Honorable David Tebben
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Re: EDA Project No. 06-01-05146
Authorization to Advertise for Bids

Dear Mayor Tebben:

We have received a bid package containing plans, specifications and proposed bid documents related to the referenced EDA project. We have reviewed the material and determined that the documentation is satisfactory. Likewise, we are satisfied with the resolution of EDA comments provided through a November 19, 2008 e-mail from Mr. Joseph Wuellner, Director of Public Works for the City of Pekin and with the changes to be made in the bid package as a result of the November 20, 2008 conversation between Mr. Suresh Shah of this office, Mr. Wuellner and the project engineer Ms. Lucinda Loos of Hanson Professional Services, Inc. Therefore, we hereby concur with the bid package which can now be released for advertisement subject to the following:

1. The bid package must incorporate Davis Bacon wage rates (IL20080014, Modification No. 8, dated 9/5/2008 and IL20080020, Modification No. 4, dated 7/25/2008), which are being electronically transmitted to Mr. Wuellner and Ms. Loos. The wage rates can also be retrieved by accessing the Government website at <http://www.access.gpo.gov/davisbacon/allstates.html>. **Please be advised that the status of these wage rates must be checked 10 days prior to the date of opening bids either at the above referenced website or by calling this office. If these wage rates are revised, the same must be incorporated in the bid package through proper addenda procedure and a copy must be provided to EDA for record.**
2. The bid package must incorporate all changes agreed to by Mr. Wuellner in his e-mail correspondence dated November 19, 2008 in resolving the EDA comments.
3. The advertisement process and the timing for awarding of contract must be such that the construction of the project can be commenced and completed in compliance with the current schedule as stated in the amended Special Condition No. 2 of the EDA Award.
4. Based on the information provided in the documents submitted and the discussion with Mr. Wuellner and Ms Loos on November 20, 2008, it is our understanding that;
 - a. The construction of Hanna Drive and relocation of the railroad spur owned by Hanna Steel will be advertised as, and completed under, one contract. Since the railroad spur relocation work is outside the EDA project scope, the City of Pekin will separate the EDA eligible and ineligible work upon opening the bids and provide the cost information to EDA prior to awarding of the contract.
 - b. The Railroad crossing component of the project, which is an eligible part of the project, will be completed by the Canadian National Railroad after the rail spur component has been relocated.

Page 2

The Honorable Dave Tebben

City of Pekin

EDA Award 06-01-05146

- c. The Davis Bacon Wage Rates referenced in item #1 above will apply to all eligible and non EDA eligible construction work.
- d. The "*Supplemental General Conditions*" document in the bid package must be replaced by "*EDA Contracting Provisions for Construction Projects*" prior to advertising the project for bids.

If you are not in agreement with any of the above conditions please contact this office immediately to resolve your concerns before proceeding with the advertisement process.

The procurement procedure must be in accordance with 15CFR Part 24.36 requirements. The information to be furnished to bidders shall include EDA approved plans, specifications, applicable addenda to plans and specifications and Equal Employment Opportunity and Davis Bacon Wage Rates requirements.

It should be understood that the EDA review/approval of plans, specifications and related documents is to assure compliance with terms of EDA Award and does not imply or attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. This responsibility rests with the Recipient of Grant Award.

In order to guide the recipients of EDA Awards through advertisement, contract award, construction and disbursement processes, a comprehensive guide called *Summary of EDA Construction Standards* is posted on our website at <http://www.eda.gov/> under Funding Opportunities/Post Award Requirements.

If there are questions regarding the contents of this letter, please contact Mr. Suresh Shah at (312) 353-7148, Ext. 142.

Sincerely,



Donald Kathan
Area Director

NOV 29 2008



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
CHICAGO REGIONAL OFFICE
111 N. CANAL ST., SUITE 855
CHICAGO, ILLINOIS 60606-7208

The Honorable Dave Tebben
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Re: EDA Project No. 06-01-05146
Grant Amendment

Dear Mayor Tebben:

This is to advise you that pursuant to the Approval and Award of the referenced Grant dated September 19, 2006 (the Award), by the Economic Development Administration (EDA) under the Public Works and Economic Development Act of 1965, as amended, and affirmed on September 25, 2006, and in accordance with your request dated November 18, 2008, EDA hereby offers to the City of Pekin, an Amendment to EDA's Public Works Award.

This Amendment hereby offered modifies the Special Conditions #6 and #12e to read as follows:

Special Condition No. 6:

EVIDENCE OF TITLE: For purposes of standard Term and Condition A7, evidence of title to the property necessary for this Project shall be provided to EDA prior to disbursement of funds by EDA.

Special Condition No. 12e:

ENVIRONMENT:

Prior to disbursement of funds by EDA, the Recipient shall provide necessary permit for the crossing at Hanna Drive issued by the Canadian National/Illinois Central Railroad.

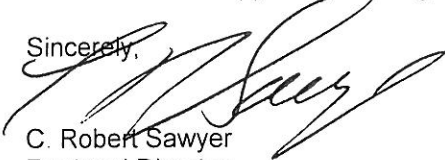
Special Condition No. 12 a through d and f:

ENVIRONMENT:

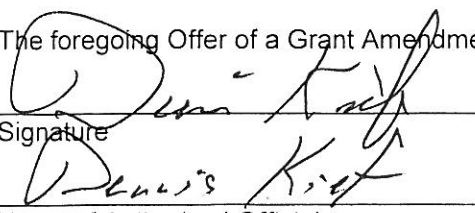
No changes are made.

All terms and conditions in the EDA Award other than those specifically modified in this Amendment, remain in full force and effect. Use of funds outside these limitations must be authorized by the Economic Development Administration. If provisions of this Amendment of Award are acceptable, please sign two copies of the Amendment of Award and return one to the Chicago Regional Office within 14 days from the date of this letter and retain the other copy with your original Award.

Sincerely,


C. Robert Sawyer
Regional Director

The foregoing Offer of a Grant Amendment is hereby accepted:


Signature

12/3/08
Date

Dennis Kief
Name of Authorized Official

City Manager
Title

BID TAB
HANNA DRIVE EXTENSION
DECEMBER 5, 2008

NAME	PHONE ADDRESS	BOND 5%	BID
ILLINOIS CIVIL CONTRACTORS, INC 420 PINECREST DRIVE EAST PEORIA, IL 61611	309-694-4224 FAX: 309-671-1474 mfehr@ilcivil.com	YES	\$1, 864,519.15
OTTO BAUM COMPANY 866 N. MAIN MORTON, IL 61550	309-266-7114 FAX: 309-263-1050 estimating@ottobaum.com	YES	\$1,662,698.59
R.A. CULLINAN 121 PARK STREET TREMONT, IL	309-657-0573 Mike.salata@ucm.biz	YES	\$1,766,430.55
STARK 1805 W. WASHINGTON STREET BLOOMINGTON, IL 61702	309-828-5034 FAX: 309-829-3897 tfink@starkcompanies.com	YES	\$1,743,914.55
LASER ELECTRIC P.O. BOX 5008 PEORIA, IL 61601-5008	309-693-2400 FAX: 309-676-7732		NO
OBERLANDER ELECTRIC 2101 N. MAIN STREET EAST PEORIA, IL 61611	309-694-1468 FAX: 309-699-9108		NO

BID TAB
HANNA DRIVE EXTENSION
DECEMBER 5, 2008

NAME	PHONE ADDRESS	BOND 5%	BID
ADVANCED ELECTRIC CO. 663 S. 5 TH STREET CANTON, IL 61520	309-647-4463 advele@aol.com		NO
P.A. ATHERTON CONST 96 EICHHORN ROAD SPRING BAY, IL 61611	309-822-8575 a.dean@mchsi.com		NO
ADVANCED ASPHALT COMPANY P.O. BOX 234 PRINCETON, IL 61354	815-872-9911 FAX: 815-872-0569 bbruins@advasphalt.biz		NO
NELSON CONST 1500 W. BARKER AVENUE PEORIA. IL 61606	309-264-7565 Mike.nelson3@comcast.net		NO
DOUBLE "D" LAND SURVEY 259 S. 10 TH AVENUE CANTON, IL 61520	309-338-4099 dandrise@sbcglobal.net		NO
N.E.FINCH CO. P.O. BOX 5187 PEORIA, IL 61601	309-671-1433 FAX: 309-671-1474 rwitt@nefinch.com		NO

EASTIMATE:

BID TABULATION
EASTSIDE FIRE STATION #1 CONCRETE NOVEMBER 21, 2008 10:00 A.M.

CONTRACTOR	WALK THROUGH NOV 17, 2008	BID BOND	PREVAILING WAGE CERTIFICATION	BASE BID WINTER PROTECT
ERIC CUEVAS HEIN CONSTRUCTION 309-691-4774	YES	YES	NO	\$ 48,000.00 998.00 EARLY CONCRETE 2,500.00 WINTER \$51,498.00 TOTAL
MINDY ATHERTON PA ATHERTON CON. 822-8575	YES	5% BOND	SIGNED	\$ 91,578.45
TAYLOR FINK STARK EXCAVATING 309-828-5034	YES	SUBMITTED BID 10:10		DID NOT OPEN
DREW BOWALD OTTO BAUM 309-266-7114	YES	NO	NO	\$ 39,935.00 3,800.00 WINTER \$43,735.00 TOTAL
BRUCE MARTIN KNAPP CONCRETE 448-2218	YES	5% BOND	SIGNED	\$ 53,600.00
				PAGE 1

BID TABULATION

EASTSIDE FIRE STATION #1 CONCRETE NOVEMBER 21, 2008 10:00 A.M.

RODNEY SLUSHER C & G CONCRETE 309-699-3084 FAX-309-699-6922	YES	5% BOND	SIGNED	\$ 44,054.80
JAY AUSTIN IL CIVIL CONT 309-303-1981 309-694-4224	YES	5% BOND	NO	\$45,883.75 2,200.00 WINTER \$48,083.75 TOTAL
MARK BALE BALE & SON CONCRETE 309-925-5647 309-6358936	YES			NO BID
CHRIS LEWIS PEORIA CONSTRUCTION (309) 673-5600	YES	5% BOND	SIGNED	\$84,123.00

ESTIMATE OF \$45,000.00 - \$50,000.00
PUBLIC WORKS DIRECTOR JOSEPH WUELLNER



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor Pro Tem and Members of the City Council

CC: Dennis Kief, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolution For Previous Bond Ordinances

AGENDA DATE REQUESTED: December 8, 2008

ACTION REQUESTED: Authorizing that taxes not be levied as provided in Bond Ordinances

BACKGROUND: The City's four outstanding Bond Issues have language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on said bonds. However, the City has sufficient sources of funds from other revenue sources to make said bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on said bonds is not necessary and needs to be abated.

RESOLUTION NO. 62-08/09

ABATEMENT OF TAXES ORDINANCE NO. 2324 \$1,040,000 REFUNDING 1991 CORPORATE PURPOSE

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$118,380.00 provided in bond ordinance issued for Public Works Projects.

RESOLUTION NO. 63-08/09

ABATEMENT OF TAXES ORDINANCE NO. 2386 SERIES 2004 \$2,950,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$426,186.50 provided in bond ordinance issued for vehicles and the Riverfront Project through Herget Bank.

RESOLUTION NO. 64-08/09

ABATEMENT OF TAXES ORDINANCE NO. 2387 SERIES 2004 \$1,410,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$205,447.50 provided in bond ordinance issued for TIF Downtown Business District through Bernardi Securities, Inc

RESOLUTION NO. 65-08/09

ABATEMENT OF TAXES ORDINANCE NO. 2415 SERIES 2005 \$1,120,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$152,180.00 provided in bond ordinance issued for Riverway Business Park industrial park land expansion.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED: Levy could be impacted

ALTERNATIVES: The line items in the Levy could change

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

	92 Corp Purpose		90/93A TIF 1 - CBD		
YEAR	2003 GO Refunding Bonds	2004 GO Bond - Herget	2004 GO Refunding Bonds	2005 GO Bond - Morton	TOTAL ABATED
2004	\$200,807.58				\$200,807.58
2004	\$139,517.50	\$569,777.75	\$200,367.08		\$909,662.33
2005	\$137,073.75	469,263.88	203,737.50	169,559.44	\$979,634.57
2006	\$144,217.50	\$454,904.76	\$204,942.50	\$163,660.00	\$967,724.76
2007	\$116,305.00	\$440,545.62	\$205,522.50	\$157,920.00	\$920,293.12
2008	\$118,380.00	\$426,186.50	\$205,447.50	\$152,180.00	\$902,194.00
2009	\$120,017.50	\$411,827.38	\$204,777.50	\$146,440.00	\$883,062.38
2010	\$116,305.00	\$397,468.26	\$203,672.50	\$140,700.00	\$858,145.76
2011	\$122,190.00	\$383,109.12	\$202,117.50	\$134,960.00	\$842,376.62
2012				\$129,220.00	\$129,220.00
2013				\$123,480.00	\$123,480.00
	<u>\$1,098,508.83</u>	<u>\$3,112,537.65</u>	<u>\$1,425,062.08</u>	<u>\$1,160,199.44</u>	<u>\$7,716,601.12</u>
	=====	=====	=====	=====	=====
RES#	22-07/08	23-07/08	24-07/08	25-07/08	

RESOLUTION NO. 62-08/09

WHEREAS, on February 24, 2003, the City Council of the City of Pekin passed Ordinance No. 2324 entitled "AN ORDINANCE providing for the issue of \$1,040,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2003, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds", authorizing the sale of \$1,040,000.00 principal amount of general obligation refunding bonds; and

WHEREAS, said Ordinance 2324 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2008 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2008 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2008 in the amount of \$118,380.00 provided for in Section 8 of Ordinance No. 2324 entitled "AN ORDINANCE providing for the issue of \$1,040,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2003, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds" is hereby abated and

eliminated; it being the intent of the City Council that no taxes be levied for the year 2008 as provided in said Section 8 of Ordinance No. 2324.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2008 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2008 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2008 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 8th day of December 2008.

MAYOR PRO TEM

ATTEST:

CITY CLERK

RESOLUTION NO. 63-08/09

WHEREAS, on September 27, 2004, the City Council of the City of Pekin passed Ordinance No. 2386 entitled "AN ORDINANCE providing for the issue of \$2,950,000.00 Aggregate Principal Amount of General Obligation Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds", authorizing the sale of \$2,950,000.00 principal amount of general obligation bonds; and

WHEREAS, said Ordinance 2386 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2008 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2008 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2008 in the amount of \$426,186.50 provided for in Section 9 of Ordinance No. 2386 entitled "AN ORDINANCE providing for the issue of \$2,950,000.00 Aggregate Principal Amount of General Obligation Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds" is hereby abated and eliminated; it

being the intent of the City Council that no taxes be levied for the year 2008 as provided in said Section 9 of Ordinance No. 2386.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2008 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2008 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2008 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 8th day of December 2008.

MAYOR PRO TEM

ATTEST:

CITY CLERK

RESOLUTION NO. 64-08/09

WHEREAS, on October 11, 2004, the City Council of the City of Pekin passed Ordinance No. 2387 entitled "AN ORDINANCE providing for the issue of \$1,410,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds", authorizing the sale of \$1,410,000.00 principal amount of general obligation refunding bonds; and

WHEREAS, said Ordinance 2387 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2008 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2008 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2008 in the amount of \$205,447.50 provided for in Section 8 of Ordinance No. 2387 entitled "AN ORDINANCE providing for the issue of \$1,410,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds" is hereby abated and

eliminated; it being the intent of the City Council that no taxes be levied for the year 2008 as provided in said Section 8 of Ordinance No. 2387.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2008 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2008 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2008 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 8th day of December 2008.

MAYOR PRO TEM

ATTEST:

CITY CLERK

RESOLUTION NO. 65-08/09

WHEREAS, on March 14, 2005, the City Council of the City of Pekin passed Ordinance No. 2415 entitled "AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000 and for the levy and collection of a direct annual tax for payment of the principal installments of an interest on said bond; and

WHEREAS, said Ordinance 2415 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2008 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2008 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2008 in the amount of \$152,180.00 provided for in Section 9 of Ordinance No. 2415 entitled "AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000 and for the levy and collection of a direct annual tax for payment of the principal installments of an interest on said bond" is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2008 as provided in said Section 9 of Ordinance No. 2415.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2008 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2008 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2008 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 8th day of December 2008.

MAYOR PRO TEM

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: City of Pekin 2008 Levy

AGENDA DATE REQUESTED: December 8, 2008

ACTION REQUESTED: Approval of Establishing the 2008 Levy

BACKGROUND: The City of Pekin derives approximately 13% of its total Revenue from Real Property Tax receipts. The City's tax rate is set by the annual Levy that needs to occur by the end of the calendar year. The proposed Levy would be set in December of 2008 and would establish the City's property tax rate for those taxes received in 2009. That revenue stream is what is utilized in the City's FY 2010 (5/1/09 – 4/30/10) Budget.

The Levied amount (\$5,837,452 proposed) becomes the fixed number. The respective rates are based on the EAV. If the final EAV comes in higher than anticipated, the rate declines. Conversely if the EAV is lower than estimated, the rate increases.

The Police and Fire Pension amounts are established from Actuaries conducted on those funds and have been endorsed by those respective Pension Boards. The Library's amount has been requested by the Library Board. The remainder goes in the General Fund (to fund a portion of Police and Fire Operations)

FINANCIAL IMPACT: \$5,837,452 to the City's Revenue stream

NEIGHBORHOOD CONCERNS: Tax rate would be exactly the same as last year, but if there were a 3% increase in a homeowners EAV (for example a \$150,000 home) would result in a tax increase of approximately \$14.54 on next years property tax bill for that particular home.

IMPACT IF APPROVED: Levy would be set and final tax rate would be based on City's EAV at the time when the County sends out the property tax bills.

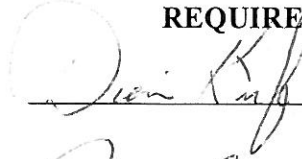
IMPACT IF DENIED: City's FY 2009 budget would start with a \$5,837,452 deficit unless a different amount were set

ALTERNATIVES: Other revenue sources such as increase in locally controlled taxes or user fees or enactment of new tax or user fee

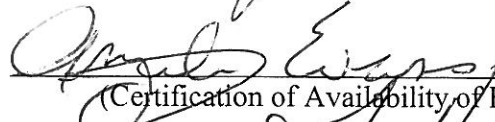
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

REQUIRED SIGNATURES

Department Director

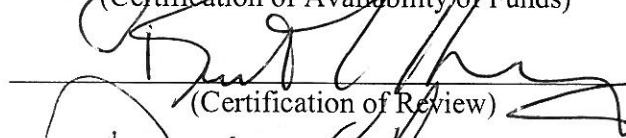


Finance Department



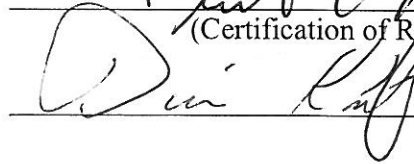
(Certification of Availability of Funds)

Corporation Counsel



(Certification of Review)

City Manager



CITY OF PEKIN

**ORDINANCE NO. 2573-08/09
AN ORDINANCE MAKING LEVYING AND ASSESSING
MUNICIPAL TAXES IN THE CITY OF PEKIN TAZEWELL
AND PEORIA COUNTIES ILLINOIS
FOR THE FISCAL YEAR FROM MAY 1, 2008 TO APRIL 30, 2009
AND KNOWN AS THE ANNUAL LEVY ORDINANCE**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 8TH DAY OF DECEMBER, 2008**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 8TH DAY OF DECEMBER, 2008**

ORDINANCE NO. 2573-08/09
AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES
IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR FROM MAY 1, 2008 TO APRIL 30, 2009
AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

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

SECTION I. That there be levied upon all taxable property within the corporate limits of the City of Pekin, the same being subject to taxation, and equalization for the State and County purposes for the current year A.D. 2008, the sum of \$5,837,452 pursuant to the Budget Resolution # 28-07/08 passed heretofore as follows (the following summary, Exhibit A attached hereto and incorporated by reference, contains the detailed levy for each affected department and fund):

BUDGET SUMMARY BY FUND

FUND NAME	AMOUNT BUDGETED	AMOUNT LEVIED
GENERAL FUND	\$18,519,910	\$ 1,854,166
TOURISM	152,826	
SOLID WASTE FUND	2,113,081	
SEWAGE DISPOSAL FUND	4,752,051	
MOTOR FUEL TAX	1,758,000	
STORM SEWER	751,123	
HUD #2: METRO DEVELOPMENT FUND	701,706	
TIF #1: CENTRAL BUSINESS DISTRICT FUND	718,108	
CAPITAL PROJECTS	3,652,000	
SCHOOL BUS FUND	1,163,989	
AIRPORT FUND	100,273	
ECONOMIC DEVELOPMENT	180,729	
INSURANCE FUND	4,161,015	
VEHICLE MAINTENANCE	1,295,744	
MUNICIPAL LIBRARY FUND	1,215,078	1,059,520
POLICE PENSION	1,615,865	1,116,695
FIRE PENSION	2,042,473	1,807,071
 TOTAL EXPENDITURES	 \$44,893,971	 \$ 5,837,452

SECTION II. This Levy Ordinance is adopted pursuant to procedures and authority set forth in the Illinois Municipal Code and Article VII, Section 6 of the Constitution of the State of Illinois; it is hereby provided that any limitations in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance as per the provisions of Section 6 of Article VII of the Constitution of the State of Illinois.

SECTION III. The Clerk of the City of Pekin is hereby directed and ordered to file a certified copy of this Ordinance with the County Clerk of Tazewell and Peoria Counties, Illinois, on or before December 30, 2008.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 8th day of December, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PRESENT:

APPROVED this 8th day of December, 2008.

James E. Jones, Mayor Pro Tem

ATTEST:

Sue E. McMillan, City Clerk

**CITY OF PEKIN
PROPOSED LEVY**

	2007 Tax Levy		2008 Tax Levy	
	LEVY	RATE	LEVY	RATE
Library	\$ 974,054	0.2365	\$1,059,520	0.2363
Police Protection	\$1,045,597	0.2539	\$1,011,136	0.2257
Fire Protection	\$1,045,597	0.2539	\$1,011,135	0.2256
Police Pension	\$ 840,749	0.2041	\$1,028,104	0.2294
Fire Pension	<u>\$1,457,247</u>	<u>0.3540</u>	<u>\$1,727,557</u>	<u>0.3854</u>
TOTAL	\$5,363,244	1.3024	\$5,837,452	1.3024
% Inc / (Dec)			8.84%	0%
EAV	\$411,796,960		\$448,207,294	

A copy of the proposed 2008 Levy Ordinance is on file in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554-4108

Sue E. McMillan
City Clerk

CERTIFICATION OF TAX LEVY ORDINANCE

CITY OF PEKIN

THE UNDERSIGNED, DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009, AS ADOPTED ON DECEMBER 8, 2008.

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF (65 ILCS 5/8-3-1) AND ON BEHALF OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE 30TH DAY, DECEMBER , 2008.

DATED THIS 8TH DAY OF DECEMBER, 2008

SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Greg Ranney, Superintendent of Transportation and Solid Waste

AGENDA ITEM:: Engineering Agreement with the Farnsworth Group for the completion and filing of all permit papers needed for the continued operation of our compost facility

AGENDA DATE REQUESTED: 12/4/2008

ACTION REQUESTED: Mayor & Council to approve an engineering agreement with Farnsworth to prepare and file all the necessary paperwork needed for the IEPA on the compost facility

BACKGROUND: Since 1990 the compost facility permit has been issued in the name of the City of Pekin. The permit must be renewed every 5 years

FINANCIAL IMPACT: This work will cost the City of Pekin \$4,500.00 and is a detailed process

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Continued permit through the IEPA to take the City of Pekin's compost

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Continued service provided to the residents of our city



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year _____ 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 Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

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

1. Prepare the IEPA permit application for the City's compost facility operating permit, (Permit No. 1990-098-DE/OP, Modification No. 1), which expires on March 31, 2009.
2. Collect samples for the required annual monitoring, deliver the samples to the laboratory to be analyzed and prepare a report for submittal to Tazewell County.

The Schedule for these services is as follows:

1. Section I.1 of the above referenced permit requires the permit application to be submitted to the IEPA at least 90 days prior to the expiration of the current permit. In accordance with the permit, the compost facility renewal application will be submitted to the IEPA by December 31, 2008.

The fee for the above described engineering services will be billed on a lump sum basis in the amount of \$4,500. Fees for laboratory services will be billed directly to the City and are not included in this agreement. After receiving the permit application, should the IEPA require additional information, these additional engineering services will be negotiated in an amendment to this agreement in accordance with the attached fee schedule.

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

Gary W. Davis

Typed Name

Principal

Title

Date

11/17/08

City of Pekin
Client

Signature

Typed Name

Title

Date

Date:**Client:** City of Pekin**Project:** Compost Facility Permit Renewal

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, 2008

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I / Professional Intern I.....	\$ 82.00
Engineering Intern II / Professional Intern II.....	\$ 89.00
Engineer / Land Surveyor / Professional.....	\$ 96.00
Senior Engineer / Senior Land Surveyor / Senior Professional.....	\$ 101.00
Project Engineer / Project Land Surveyor / Project Professional.....	\$ 112.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional.....	\$ 124.00
Engineering Manager / Land Surveying Manager / Professional Manager.....	\$ 135.00
Principal.....	\$ 157.00

Technical Staff – Engineering/Surveying	
Technician I.....	\$ 54.00
Technician II.....	\$ 71.00
Senior Technician.....	\$ 78.00
Chief Technician.....	\$ 89.00
Computer Specialist.....	\$ 96.00
Designer / Surveyor.....	\$ 97.00
Senior Designer / Senior Surveyor.....	\$ 102.00
Project Designer / Project Surveyor.....	\$ 109.00
Senior Project Designer.....	\$ 121.00
Administrative Support.....	\$ 53.00

Specialists	
Project Planner.....	\$ 102.00
Senior Project Planner.....	\$ 112.00
Government Affairs Professional.....	\$ 127.00
Senior Government Affairs Professional.....	\$ 157.00
Systems Integration Intern I.....	\$ 82.00
Systems Integration Specialist II.....	\$ 109.00
Systems Integration Manager.....	\$ 130.00

Professional Staff - Architecture	
Architectural Intern I.....	\$ 74.00
Architectural Intern II.....	\$ 82.00
Architect.....	\$ 92.00
Senior Architect / Senior Landscape Architect.....	\$ 98.00
Project Architect.....	\$ 108.00
Senior Project Architect.....	\$ 117.00
Architectural Manager.....	\$ 125.00
Principal-Architecture.....	\$ 145.00

Technical Staff - Architecture	
Architectural Technician.....	\$ 65.00
Senior Architectural Technician.....	\$ 77.00
Chief Architectural Technician.....	\$ 83.00
Architectural Designer.....	\$ 88.00
Senior Architectural Designer.....	\$ 96.00
Project Architectural Designer.....	\$ 103.00
Senior Project Architectural Designer.....	\$ 115.00
Computer Specialist.....	\$ 95.00
Administrative Support.....	\$ 53.00

Miscellaneous – Engineering/Architecture/Surveying/Commissioning	
Overtime Requested by Client.....	Negotiated
Expert Testimony.....	2 x billing rate
Field Vehicle & Equipment.....	\$ 9.50
Automobile (per mile).....	\$ 0.61
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, 2009 UNLESS NOTIFIED

Pekin Compost Facility Scope of Services

- | | |
|---|-------|
| 1. Prepare permit renewal application forms will be completed including the following items. | 2 hrs |
| 2. Assemble documentation for the proof of ownership and lease information. | 1 hr |
| 3. Assemble quadrangle, flood plain, zoning, and site maps for application documentation. | 2 hrs |
| 4. Prepare narrative on stormwater and landscape waste leachate controls. <i>(New Requirement)</i> | 2 hrs |
| 5. Prepare an estimate for the maximum annual volume and the peak daily volume of landscape waste able to be processed by the facility. | 2 hrs |
| 6. Prepare maps and/or documentation to show facility has a 660 ft set back from the nearest residence. <i>(Updated Requirement)</i> | 1 hr |
| 7. Conduct a site visit to measure groundwater depth in the monitoring wells and prepare documentation that landscape waste is not being placed with 5 feet of the water table. | 4 hrs |
| 8. Review and update both the Operating Plan and Contingency Plan as necessary. | 2 hrs |
| 9. Prepare a Load Inspection Plan. <i>(New Requirement)</i> | 1 hr |
| 10. Review and update narrative for operating hours and landscape wastes accepted as necessary. | 1 hr |
| 11. Review and update descriptions of storage areas and capacities as necessary. | 2 hrs |
| 12. Review and update narrative for personnel training procedures. | 1 hr |
| 13. Prepare narrative on the sampling and testing procedures. <i>(New Requirement)</i> | 2 hrs |
| 14. Prepare narrative outlining record keeping and reporting procedures. <i>(New Requirement)</i> | 2 hrs |
| 15. Review and update the Closure Plan as necessary. | 2 hrs |
| 16. Update facility closure cost estimate and financial Assurance Plan as necessary. | 3 hrs |
| 17. Prepare IEPA form LPC-PA16 Notice of Application for Permit to Mange Waste and mail to appropriate public officials as required by the renewal permit application. Notice Recipients will include States Attorney, Chairman of the County Board, all members of the General Assembly in the legislative district, Clerk of every municipality within 3 miles of the facility. | 3 hrs |
| 18. Permit application will be reviewed, signed, and sealed by an Illinois Registered Professional Engineer. | 4 hrs |
| 19. Conduct a site visit to collect samples for the required annual monitoring. Samples will be delivered to PDC Laboratory for analysis. | 4 hrs |
| 20. Prepare a report of laboratory results to be submitted to Tazewell County. | 3 hrs |

Cost Break Down

Engineer Intern II	40 Hrs	X	\$89	= \$3560
Principal	4 Hrs	X	\$150	= \$600
Admin. Support	4 Hrs	X	\$53	= \$212
Other Expenses	1 lump	X	\$128	= \$128

- Mileage
- Postage
- Copies



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

received
11/25/08 - DK

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

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/524-3300

November 21, 2008

OWNER

D.J. Mahoney, Inc.

Attn: Jerry Mahoney, President

14379 Illinois Route 29

Pekin, Illinois 61554

OPERATOR

City of Pekin

Attn: Mayor Tebben

111 South Capitol Street

Pekin, Illinois 61554

Re: 1790600019 - Tazewell County

Pekin Composting

Permit No. 1990-098-DE/OP

PERMIT RENEWAL NOTICE

Expiration Date: March 31, 2009

Permit Compost

Dear Mr. Mahoney and Mayor Tebben:

This letter is to remind you of the approaching expiration of Permit No. 1990-098-DE/OP. Our files indicate that Permit No. 1990-098-DE/OP was issued on June 8, 1990 and last renewed on September 1, 2004, for the facility referenced above and will expire on March 31, 2009, pursuant to 35 Ill. Adm. Code Section 832.110. You must apply for a permit renewal following the procedures outline in 35 Ill. Adm. Code, Part 832, Subparts A and C in order to continue operating and accepting waste after March 31, 2009.

The regulations at 35 Ill. Adm. Code Sections 832.301 and 832.302 require the submittal of a complete application for a permit renewal at least 90 days prior to the expiration date to be considered timely filed. Application forms and instructions for renewal and/or Certification of Completion of Closure Activities are available online @ www.epa.state.il.us. You will need to also submit a Certification of Authenticity form and 39(i) form with any application. The forms and instructions for these are also online.

If you have any questions concerning the above matter, please contact Sallie Springer Flynn of the Disposal Alternatives Unit of the Permit Section at 217/524-3300.

Sincerely,

Stephen F. Nightingale, P.E.

Manager, Permit Section

Bureau of Land

SFN:SAS:bjh\08415s.doc

SAS

cc: Amy Tippey, Administrator, Tazewell County Health Dept.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Agreement with Farnsworth, WWTP Upgrade Project

AGENDA DATE REQUESTED: December 8, 2008

ACTION REQUESTED: Approval of the amendment to agreement with Farnsworth for \$247,770.10

BACKGROUND: The City entered into an agreement with Farnsworth Group on November 12, 2007, for the design of the upgrades to the waste water treatment plant (WWTP). The work initially started out with an upgrade to the headworks (where the sewage enters the plant with new screens and grit removal systems), adding an effluent pumping station to get the treated effluent out, improvements to the controls and metering systems, sludge digestion improvements, and sludge disposal equipment. As work started on this project, staff started reviewing the overall locations and layout of the equipment and asked that everything be built above the 100 year flood levels to prevent flooding at the plant as occurred in 1979 and again in 1985. This immediately resulted in an increase to the cost of the project so steps were taken at that time to revise the program and the sludge disposal equipment was removed and put on the future expansion project. Because of the amount of work that was to be done now and with the proposed expansion, it was determined that provisions be included in this phase to provide for certain items that would be needed in the next like all the conduit runs for electrical and control wires.

While the design was underway, we were simultaneously working on a long term control plan (LTCP) for the combined sewer system. In an effort to try and comply with the mandates of reducing the number of events that are released to the river, the upgrade project was again revised to increase maximum flow and redundancy of equipment and processes. Several items had to be re-examined and again some of the design revised to meet the new requirements. The requirements for this portion of the upgrade/expansion of the WWTP were set in June and design is nearing completion. The project is now a \$9 million dollar upgrade and the engineering has gone up accordingly with the new total being \$479,435.10 or an increase of \$247,770.10. Included in this cost is the upgrade to the control equipment (\$79,624.10) for the plant and lift stations which are an integral part of the system meeting federal and state regulations.

As a reference point, the IEPA regulations for engineering services and allows for an 8% design fee of total project costs for projects in the range of \$5 to \$10 million. At that rate, the cost could have been \$720,000. The design fee for our plant of \$479,435.10 is 5.3% of the total project cost and while that may seem high it is in fact an excellent cost when you consider the area and conditions that we are located in had to be taken into account.

We now have a project that is ready to go for final review and submitting an application for the IEPA Permit to start construction. There are talks of a federal stimulus bill coming after the first of the year and I plan to submit this project for consideration. The requirements are that you have a project ready to build in 3 to 6

months and this definitely would meet that requirement if we get the design finished. Therefore, I am asking that you approve this amendment and let this project move forward and be built.

FINANCIAL IMPACT: \$247,770.100

NEIGHBORHOOD CONCERNS: Failure of the plant resulting in releases to the river.

IMPACT IF APPROVED: Design for the first phase would be completed and construction could move forward with the potential of receiving additional outside funding.

IMPACT IF DENIED: Design would have to be halted and hope that the existing equipment can last a little longer.

ALTERNATIVES: None

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

REQUIRED SIGNATURES

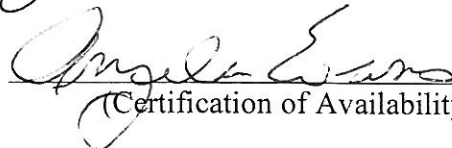
Department Director



11/22/08

Date

Finance Department


(Certification of Availability of Funds)

11-24-08

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



**AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 2**

Amendment No. 2 is effective this 28th day of November in the year 2008 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. Amendment No. 2 modifies the agreement dated November 12, 2007 and Amendment No. 1 dated April 28, 2008.

The Scope of Services to be provided under Amendment No. 2 is as follows:

Complete the preparation of plans and specifications to obtain an IEPA construction permit and competitive bids for the STP #1 improvements initiated under the original agreement and Amendment No.1 and further defined since Amendment No. 1 was finalized. This work includes:

- a. The completion of the enhanced Phase 1 project design;
- b. Assistance in securing the IEPA construction permit;
- c. Utilizing SCADAWare for assistance in preparing the control system improvements;
- d. Additional soil boring and foundation design services required, due to the poor soil conditions in the area of the proposed Headworks Building; and
- e. Deletion of Bidding Phase Services.

The Schedule for these services is as follows:

Initiate Design (Initial Agreement)	November 2007
Complete Design	December 2008

The fee for the Amendment No. 2 Design will be a lump sum fee of \$247,770. Additional fee for increased liability limits as outlined in the General Conditions \$0.

This Amendment No. 2, Amendment No. 1 and the original Agreement represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.

CITY OF PEKIN

Client

Signature

Signature

Gary W. Davis

R. David Tebben

Typed Name

Typed Name

Principal

Mayor

Title

Title

Date

Date

Date: November 28, 2008

Client: City of Pekin, IL

Project: STP #1 Improvements

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. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

PROFESSIONAL ENVIRONMENTAL SERVICES

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

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

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

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

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

PROFESSIONAL SERVICES DURING CONSTRUCTION

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

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

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to 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.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Award Bid for Hanna Drive Extension

AGENDA DATE REQUESTED: 12-08-08

OTTO BAUM

1,662,698.59

ACTION REQUESTED: Award bid to _____ for \$ _____

BACKGROUND: The extension of Hanna Drive has been under design since early 2007 and despite numerous setbacks it was advertised for bid two weeks ago. At the time of this request, I cannot tell you who the low bidder is because in order to give contractors time to put together their proposals the due date is not until Friday, December 5th. There are several deadlines associated with this project but the major one is for the EDA grant which requires that we have this project under contract by December 18th. In order to meet this date, the contract must be awarded at this meeting. I will get you the bid tabulations Friday afternoon.

This project will open up the additional property that we have for the Riverway Business Park with access to Route 29. Original cost for the project was \$2.3 million but due to requirements of the railroad the price will now be around \$3.1 million with the biggest portion being the relocation of the existing spur that services Hanna Steel. The relocation is required by the ICC Order that allowed us to get a crossing. Presently we have a grant from the EDA for \$1.2 million. Denny set up meeting with them in late October and the result of the meeting was that we should be able to get a little more on the grant to cover the additional cost due to the delays and increases in construction costs. We also have an IDOT grant for \$45,000 but that is all we can get on that one.

FINANCIAL IMPACT: \$1.9 million initially until we see what more the EDA will give.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Allows for the extension of Hanna Drive opening up the eastern portion of the Riverway Business Park to the highway.

IMPACT IF DENIED: Will leave the eastern portion of the Riverway Business Park without direct access to the highway without traveling through a residential area (Koch St.)

ALTERNATIVES: None since this is the only location for a direct route to the highway.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and a Prosperous Community.

REQUIRED SIGNATURES

Department Director

Joseph Whalen 12/2/08
Date

Finance Department

Angela Evans 12-2-08
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

BID TAB
HANNA DRIVE EXTENSION
DECEMBER 5, 2008

NAME	PHONE ADDRESS	BOND 5%	BID
ILLINOIS CIVIL CONTRACTORS, INC 420 PINECREST DRIVE EAST PEORIA, IL 61611	309-694-4224 FAX: 309-671-1474 mfehr@ilcivil.com	YES	\$1, 864,519.15
OTTO BAUM COMPANY 866 N. MAIN MORTON, IL 61550	309-266-7114 FAX: 309-263-1050 estimating@ottobaum.com	YES	\$1,662,698.59
R.A. CULLINAN 121 PARK STREET TREMONT, IL	309-657-0573 Mike.salata@ucm.biz	YES	\$1,766,430.55
STARK 1805 W. WASHINGTON STREET BLOOMINGTON, IL 61702	309-828-5034 FAX: 309-829-3897 tfink@starkcompanies.com	YES	\$1,743,914.55
LASER ELECTRIC P.O. BOX 5008 PEORIA, IL 61601-5008	309-693-2400 FAX: 309-676-7732		NO
OBERLANDER ELECTRIC 2101 N. MAIN STREET EAST PEORIA, IL 61611	309-694-1468 FAX: 309-699-9108		NO

BID TAB
HANNA DRIVE EXTENSION
DECEMBER 5, 2008

NAME	PHONE ADDRESS	BOND 5%	BID
ADVANCED ELECTRIC CO. 663 S. 5 TH STREET CANTON, IL 61520	309-647-4463 advele@aol.com		NO
P.A. ATHERTON CONST 96 EICHHORN ROAD SPRING BAY, IL 61611	309-822-8575 a.dean@mchsi.com		NO
ADVANCED ASPHALT COMPANY P.O. BOX 234 PRINCETON, IL 61354	815-872-9911 FAX: 815-872-0569 bbruins@advasphalt.biz		NO
NELSON CONST 1500 W. BARKER AVENUE PEORIA, IL 61606	309-264-7565 Mike.nelson3@comcast.net		NO
DOUBLE "D" LAND SURVEY 259 S. 10 TH AVENUE CANTON, IL 61520	309-338-4099 dandrise@sbcglobal.net		NO
N.E.FINCH CO. P.O. BOX 5187 PEORIA, IL 61601	309-671-1433 FAX: 309-671-1474 rwitt@nefinch.com		NO

EASTIMATE: