



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF NOVEMBER 13, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Mackaman

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 a regular Council meeting October 23, 2006*

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 Reports and Minutes:** Police Report, T/PCCC Report, Project Status Report, Airport October Minutes, Liquor Commission August Minutes, Inspections Dept Minutes, and LADD November Minutes
- 2. Proclamation:** "Make Way for Family" 32nd Degree Scottish Rite Masons - November 19-25, 2006
- 3. Receive and File Financial Statements April 30, 2006 prepared by Willock Warning & Co., P.C.**
Pekin Public Library
Tazewell/Pekin Consolidated Communications Center
- 4. Resolution No. 169-06/-7 - Mayor's Appointment of Timothy Williams to the Pekin Library Board to fill the unexpired term of Dale Sandrock to June 30, 2007**
- 5. Resolution No. 170-06/07 – Rescinding Resolution No. 124-05/06 and Adopting a Resolution Granting Signatory Powers**

ACTION: *Motion to approve consent agenda*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. Department Head Report

DESCRIPTION: Wastewater Treatment Plant

PRESENTATION: Joe Wuellner, David Pagliaro, Joe Yavorshak

NO VOTE REQUIRED

2. Traffic Safety Committee Report - Front Street

DESCRIPTION: Recommendation to establish a portion of Front Street as One-Way. Ordinance to be presented for consideration at the Council meeting November 27, 2006.

PRESENTATION: Chief Gillespie and Joe Wuellner

NO VOTE REQUIRED

IX. NEW BUSINESS

1. Engineering Agreement with Hanson Professional Services for Hanna Drive Extension

(JW)

DESCRIPTION: The contract provides for services for the design of the right-of-way extended through the RWBP to South 5th Street. The costs includes preparation of bid documents and bid review. The project received over \$1,000,000 in EDA funding.

ACTION: Motion to approve agreement in the amount not to exceed \$105,000.00

VOTE REQUIRED

2. Engineering Agreement with STS Consultants Construction Engineering Drawings Parkway Storm Drains

(JW)

DESCRIPTION: The proposal for engineering services provides the survey work, easement write ups, preparation of drawings and specifications for the storm line.

ACTION: Motion to approve agreement in the amount of \$14,500.

VOTE REQUIRED

3. IDOT Maintenance of Municipal Streets

(DK)

DESCRIPTION: Intergovernmental agreement with the State for an annual payment to the City in the amount of \$67,459.87. The computation is for the period of July 1, 2006 to June 30, 2007. The funding is to be used by the Street Department for maintenance of municipal streets.

ACTION: Motion to approve agreement in the amount of \$67,459.87

VOTE REQUIRED

4. Ordinance No. 2498-06/07 – An Ordinance Providing for Execution of an Agreement To Purchase Real Property

(DK)

DESCRIPTION: The agreement authorizes the purchase of additional right-of-way on VFW Road from Orr Family Trust for the expansion of Veteran's Drive. The purchase price is \$24,570 for 0.759 acres.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

5. **Agreement for Engineering Services with Farnsworth Group, Inc.** (DK)

DESCRIPTION: Engineering Agreement in the amount to not exceed \$6,000 to update the Facility Plan to allow for the expenditure of STAG (Federal) Funds for the Expansion/Upgrading of the Wastewater Treatment Plant.

ACTION: Motion to approve agreement in the amount of \$6,000

VOTE REQUIRED

6. **Ordinance No. 1452-A259 - Amending Title 8 Chapter of the Code of the City of Pekin 1995 Regarding Stop Signs and Through Streets Hickory Hills** (TG)

DESCRIPTION: The Traffic Safety Committee reviewed and recommended traffic controls necessary for safety in traveling streets and for future extension of Ironwood Drive. in the new Hickory Hills Subdivision.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

7. **City of Pekin Policy No. 11 – Pekin’s Visitors’s Bureau Program** (FM)

DESCRIPTION: A policy for tourism guidelines that provides professional resources for visitor activities that encourages an overnight stay.

ACTION: Motion to adopt policy

VOTE REQUIRED

8. **River Country Cooperative Marketing Campaign in Partnership with Peoria Area Convention and Visitor’s Bureau in the amount of \$7,500** (DK)

DESCRIPTION: Money funds PCVB marketing efforts and includes advertisement in Illinois Bureau Tourism spring newspaper insert, brochure ads in fall newspaper, fulfillment of request for information, and advertisement in Illinois Travel Guide.

ACTION: Motion to approve agreement in the amount of \$7,500

VOTE REQUIRED

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

Council members

Staff

Public Questions

Press Time

XI. **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 OCTOBER 23, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

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

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **agenda be approved as presented.**
On roll call vote, all present voted Aye.

Minutes

Motion Com'r. Blanchard, seconded by Com'r. Maddox, that the **Minutes of the Regular City Council Meeting of October 9, 2006 and the Special Meeting of October 11, 2006 be approved as written.**
On roll call vote, all present voted Aye.

Consent Agenda

Mayor Mackaman presented and read the following items under Consent Agenda.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the Consent Agenda be **approved as presented.**

1. **Receive and File Reports and Minutes:** September Fire Report, Planning Commission Minutes, and Airport Minutes
2. **Charitable Solicitation:** Stroke Victim Carl Kearney Benefit
3. **Receive and File Tax Increment Financing Central Business District Fund Financial Statements April 30, 2006**
4. **Receive and File Planning Commission Hearings and Recommendations:**
 - a. Hearing #1727 – approval of the Site Plan from Midwest Holdings, LLC for development and operation of an assisted living facility on South 14th Street and Windstar Lane
 - b. Hearing #1728 – approval of the Site Plan for parking only submitted by Jeff Hornecker, owner of property, for construction of apartments on Florence Avenue

On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Jones seconded by Com'r. Dagit, that the **SITE PLAN SUBMITTED BY JEFF HORNECKER FOR OFF-STREET PARKING AREA ONLY FOR APARTMENTS ON FLORENCE AVENUE** be approved. Planning Commission recommended approval after the required review of a site plan for off street parking areas that are not single or two-family dwellings. Council was advised the 38-space plan exceeded the requirement for 1.5 spaces per unit. On roll call vote, all present voted Aye.

Motion by Com'r. Jones seconded by Com'r. Dagit, that the **SITE PLAN SUBMITTED BY MIDWEST HOLDINGS, LLC** for development and operation of an assisted living facility on South 14th Street and Windstar Lane, be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Jones seconded by Com'r. Dagit, that the **AGREEMENT WITH MIDWEST HOLDINGS LLC** for extension of Winstar Lane be approved. Public Works Director Joe Wuellner was⁵ asked to explain how the street improvement would be paid for in the future. The agreement contained provisions for dedication of Right-of-Way for extending a new street in the development with costs divided 50/50 between the developer and the City. As the property develops to the south the owner would be required to pay the other 50% of the completed street. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox seconded by Com'r. Blanchard, that the **AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION** for Broadway / Parkway Intersection Improvement in the amount of \$307,500 local funds be approved. The Federal funding agreement with IDOT specified amounts of \$342,500 High Hazard Safety (HHS), \$350,000 Safety Transportation Urban (STU) and City portion of \$307,500 for the intersection re-construction. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A258-06/07
AMENDING TITLE 8, CHAPTER 2, SECTION 11 OF THE TRAFFIC CODE
REGARDING AUTHORIZED THROUGH STREETS

Motion by Com'r. Maddox seconded by Com'r. Blanchard, that Ordinance No. 1462-A258-06/07 be adopted. The Traffic Safety Committee recommended after Council's approval of renaming Lick Creek Drive to Velde Drive and the opening of the street to Parkway, that the Code be revised to provide for Velde Drive to be a through street from 8th Street to Parkway Drive. On roll call vote, all present voted Aye.

ORDINANCE NO. 2497-06/07
AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM / MAXIMUM CONTRIBUTION AGREEMENT

Motion by Com'r. Dagit, seconded by Com'r. Jones, that Ordinance No. 2497-06/07 be adopted. The annual authorization of an agreement with Illinois Municipal League Risk Management Association provides risk management insurance from December 31, 2006-December 31, 2007. By paying \$496,513.08 in advance the City receives a discounted premium rate. City manager Dennis Kief explained that being in a pool of municipalities saves the City of \$80,000 per year. The premium is up approximately 8% from the previous year. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit seconded by Com'r. Jones, that the **EXPENDITURE OF \$500,000 OF STATE FUNDING FOR LAND ACQUISITION AND DESIGN OF VETERANS DRIVE FROM COMMERCIAL DRIVE WEST TO ILLINOIS ROUTE 29** be approved. Council authorized the utilization of State funding for continuation of Veterans Drive in the southerly direction. Com'r. Jones spoke in support of the entire Veterans Drive project. The City Manager recommended expending the funds for the southerly direction versus the northerly Broadway to I-474 for the following reasons:

- Phase 1 Study approved and are in the process of purchasing right-of-way
- IDOT will undertake cost-effective analysis of Route 9 remaining on Court or being moved to southerly Veteran's Drive. If jurisdictional transfer occurs the City could be credited for the this expenditure
- The \$500,000 does not require a local match
- Authorization of this money does not commit the direction or usage of the \$4.8 million Federal dollars received for Veteran's Drive

Com'r. Blanchard requested that the road be designated a truck route. On roll call vote, all present voted Aye.

VISITOR'S BUREAU GUIDELINES

Mayor Mackaman presented his draft of an updated program description for the Visitor's Bureau. Discussion focused on policy questions for Council to consider incorporating into the policy.

- Of the \$125,000 generated by the hotel/motel tax was \$50,000 the right amount to make available for grants
- Eligibility requirements
- Application procedure to reimburse after an event occurs

Commissioner Maddox asked that churches and fraternal organizations not be excluded. Commissioner 6
Blanchard directed that a report from IDOR be requested to determine count of "heads in beds". He
disagreed that the Dome be eligible for grant funds. Modifications would be made to the document and
be considered for approval at the next regular meeting.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman asked that Council members provide the manager with input on the draft budget.
Council agreed to meet for a special meeting as a budget work session on Thursday, November 9th, 2006
@ 5:45pm.

Commissioner Jones asked that Council consider canceling the December 25th/26th meeting (by code
moved to following day) because of the holidays.

Commissioner Dagit announced details of a Memorial Service for Veteran's Day to be held at the Moose
Lodge Noon to 4:00pm to honor service men and women of WWII.

Commissioner Blanchard asked that efforts be made to re-establish an active Disabled Person's
Committee.

Commissioner Maddox encouraged citizens to attend the Winter Wonderland activities

City Manager Dennis Kief apologized that there was not a Finance Report from the department for the
preceding month due to preparation of the budget.

He extended appreciation to the insurance committee for their work and noted the committee
recommended freezing retirees health premiums for the following year.

Congratulations were sent to employees, Emily Lambe and Pam Anderson on the births of their babies.

Pat Pollock, Director of Personnel reminded Council and Staff of the Health Fair on Wednesday,
October 25, 2006 from 6:30am to noon at the Moose Lodge.

Steve Brown, Economic Development Coordinator thanked the general public for their responses to his
questions of what types of businesses and restaurants residents would like to see come to Pekin.

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions. Questions
were also received from Times reporter Sharon Harris via e-mail to the Manager.

No further business to come before the Council, Mayor Mackaman called the meeting closed.

COUNCIL ADJOURNED AT 6:28 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR OCTOBER 2006

Traffic Tickets	390
Warning Tickets	438
Offenses	467
Arrests	184
Parking tickets	880
Stops	778

Breakdown of Parking Tickets

Abandoned Vehicle	5
Fire Lane	2
No Parking Light	505
Handicapped	8
Improper Parking	35
Restricted Parking	292
No Parking Zone	14
Fire Hydrant	0
Meter Violation	19
TOTAL	880



TPCCC MONTHLY STATISTICAL REPORT

Month OCTOBER 2006

Number of phone calls received 23,100 (est.)

Number of 9-1-1 Calls 1643

Number of calls dispatched (all agencies) 4418

*= Included in total # Of calls received

Additional Comments:

Steven F. Thompson, ENP
Director

City of Pekin-Proj Status Report

11/30/2006

NOTE: New/changed listings in italics.	Nov-06		
PROJECT	STATUS	DESCRIPTION	CONTACT
Veterans Drive:			
Rt. 29 to Commercial Dr.	Prelim Design	Awaiting funding. Receive ROW from the FBOP	Joe
Broadway to I474	Prelim Design	Awaiting funding. Working on Noise Study. Final alignment by end of year.	Joe
I474 Interchange	Prelim Design	Continuing justification reports.	Denny
IDOT Funded Projects:			
Broadway-Parkway Intersection	Design	Continuing with construction drawings and ROW plats	Joe
Broadway Widening	Prelim Design	County project. FY2008 Funding.	Joe
14th - Park Ave Intersection	Construction	Project complete with exception of traffic signal controller	Joe
Forest Dr. - Court St.	Awaiting Funds	Design study complete.	Denny
Riverfront:			
West Boat Ramp	Prelim Design	Required to change layout due to possible conflicts with boat traffic.	Joe
Pekin Lake	Planning	US Army Corps study ongoing. North 2007 South 2008	Joe
Street Maintenance:			
Seal Coat 2006	Construction	Complete	Dave
Brick Streets	Ongoing	Work on streets as time allows	Dave
Parkway Storm Sewers	Design	Improve drainage on Parkway at Knollwood	Joe
Commercial Projects:			Ron
Helig-Meyers Bldg	Complete	Goodwill open. Nothing further for remainder of building.	Ron
East Court Village I:	Design	Former Pekin Mall property.	Ron
Starbucks	Construction	Completed	Ron
Former JC Penney Bldg		Split into 8 units. 2 big units and 6 shops	Ron
Steve & Barry's	Construction	<i>Completed, opening November 22</i>	Ron
Tractor Supply	Construction	<i>Completed, opening November 22</i>	Ron
Outlot F-3 Unit Plaza	Construction	Verizon open. 2 units available.	Ron
East Court Village II:	Design	Former SHOPKO Building. Reviewing proposals as received.	Ron
Steak N Shake	Construction	Work under way.	Ron
WalMart Outlots:			
Wendys (Outlot 2)	Construction	Footing & foundation/ planning commission in December for special use	Ron
Outlot 3:	Design	Nothing new has been proposed for this lot at this time.	Ron
Hardee's Bldg - Court/Parkway	Design	Nothing new has been proposed for this facility at this time.	Ron
Antonini's Train Depot	Construction	New offices/shops planned. New structure going up.	Ron
NAPA Auto Bldg - 5th/Ann Eliza	Construction	Available space	Ron
Kroger - Gas Station	Construction	Plans approved by Planning Comm.	Ron
Kroger - Relocate Pharmacy	Construction	Working on relocation of pharmacy to front of store.	Ron
Sonic Restaurant	Construction	Completed	Ron

City of Pekin-Proj Status Report

11/3/2006

Pekin Supportive Living	Construction	Work under way.	Ron
Aventine	Construction	Continuing work for major expansion of existing facility.	Ron
Amerhart	Construction	Completed	Ron
Winpak	Construction	Work continuing on this facility	Ron
West Campus	Prelim Design	Working on proposed Gateway Center.	Denny
Pekin Boat Club Dredging	Review	Private dredging of channels around the club.	Ron
TAPS	Construction	Completed	Ron
Pekin Hospital	Construction	Upgrading 8th floor pediatrics, LDR Facility on 2nd & 3rd floors, & diagnostics	Ron
McKenzie Building/Old Post Off.	Construction	Remodeling former cell areas for offices	Ron
Velde Ford	Construction	Complete	Ron
Velde GM SuperCentre	Construction	Remodeling existing facility on Auto Row.	Ron
Subdivisions:			
Deerfield Sections 1, 2, 3, & 4	Construction	Continuing to build homes	Ron
Marigold 9A	Construction	Continuing to build homes	Ron
Marigold 10, 11 & 12	Construction	Starting to build homes. 22 homes	Ron
Velde Dr.	Construction	Complete	Ron
Lutticken's Cove	Construction	Continuing to build homes. Met with developers for the next section to the east	Ron
Grandview Estates	Construction	East part of Luttickens. Starting site work. 37 homes	Ron
<i>Osprey Court</i>	Construction	<i>Starting infrastructure</i>	Ron
Lake Whitehurst	Construction	Continuing to build homes	Ron
Sunset Hills 31 & 32	Construction	Continuing to build homes	Ron
Sunset 33	Construction	Approved for construction	Ron
Lake Kennedy	Construction	Continuing to build homes	Ron
Sunset Lake Estates	Construction	Starting construction. 42 homes	Ron
Hickory Hills 1 thru 5	Construction	Continuing to build homes	Ron
Gingoteague #5	Construction	Building homes. 40 homes	Ron
Gingoteague #6	Construction	Construction to start soon	Ron
Pekin Park District	Construction	New restrooms, utility building and maintenance building	Ron
Trophy House Relocation	Construction	remodel existing building behind Downers furniture on 8th street	Ron
Midwest Holdings Assisted Living	Design	road agreement and special use approved/ construction in spring	Ron
Thomason Building	Construction	new 2 unit building on N. 8th next to subway/ beauty salon	Ron
Menards	Bidding	Remodel garden center	Ron
Pekin Vet Hospital	Construction	Addition to existing facility and new cold storage building on olt ave.	Ron
Garner Pizza	Planning	plans submitted for relocation on Derby street	Ron
Enviro Safe Refridgerants	Construction	new cold storage building at former Jims towing on N. 2nd	Ron
Hornicker Apts. Florence Street	Bidding	plans submitted	Ron
Aventine Offices	Construction	Old Eagles Store on Parkway, converting to corporate offices	Ron

City of Pekin
Airport Commission Meeting Minutes
October 11, 2006

Commissioners: Present – Peter Kalman, Charles Thomas, & Lillard Hedden
Attendees: Joe Wuellner, Lori Justus, Ric Woldow, Murray Brian, Al Lurie & Rick Cunningham
Chairman Kalman opened the meeting at 3:00pm.

Mail: received insurance bill reminder and bill for door repair.

Old Business:

1. Mr. Wuellner stated that he had not had time to get quotes from vendors to put a liner on the roof of the big hangars. With the latest door repair being the results of the leaking roof, it was discussed whether it might be wise to not rent the hangar until the doors can be repaired.
2. TIPS sheets were passed out and reviewed. No changes were made and motion to submit this was made and all voted Aye. Everyone reminded that the meeting was on October 19th, 3pm in Springfield.
3. A proposal was received from Jack Sandall for snow removal for this year. Hourly rates were the same as last year. Motion made to accept the proposal and use him again this year. All voted Aye.
4. Mr. Thomas mentioned that he had talked with members from the farm coop about the price per acre for farming in the area around the airport. He feels that we should get back with Mr. Weyhrich to see if we can negotiate a little higher price. Mr. Thomas will get the information to Mr. Wuellner.

New Business:

1. Discussion was held on how to address the Mayor's concerns about the City owning the airport. They felt that the airport does support the City by offering financial benefits through access to the various businesses that are in town and to future businesses that are looking to locate here. An economic impact study is pending from the state that should support this view.

No other business came before the commission and the meeting was adjourned at 4:45 PM.

Next meeting will be November 8, 2006 at 3pm.

From: Wuellner, Joe
Sent: Friday, October 20, 2006 2:33 PM
To: Bruce Byerly (bbyerly@byerlyaviation.com); Charles Thomas (ctlaw@omnilec.com); Lori Justus (E-mail); Mackaman, Frank H.; McMillan, Sue; Mike Fort (mfort@ntslink.net); Murray Brian (E-mail); Peter Kalman (E-mail); Ric Woldow (E-mail); Robert Ehrich (E-mail)
Cc: Renner, Chic; Evans, Angie
Subject: Minutes

Here are the minutes from the meeting last Wednesday the 11th. I would also like to thank those of you that attended the TIPS meeting yesterday in Springfield. There was quite a bit of good information handed out and the best part is that the City will be getting back about \$8000 more or less from the final closing of the last few projects.

In addition, I have contacted a roofing company to stop out and look at the roof to give us an idea of what can be done. They should be out there in a few weeks to give us a proposal. This type of roof requires warm weather and we may not be able to have it installed yet this year.

Which brings me to the final topic of this correspondence and that is I had a call from someone who is looking for a hangar for a PA28-140. He works for CAT in research. I told him that we didn't have a hangar available right now except the big one and I told him that there was some concern over renting it in the condition it is in. I told him I would check with the commissioners to see if they wanted to go ahead and rent it right now. He stated that he flies at least once a week and I remember that it was stated that we should notify the present renter that if the door breaks again it would be left open until it could be replaced. What is your pleasure on this one?

Thanks,
 Joe Wuellner
 (309)477-2300

Note: any personal (non-city-business) e-mail messages should be sent to my personal e-mail address
<mailto:jwwuel@yahoo.com>



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 Minutes.doc

City of Pekin

LIQUOR COMMISSION MINUTES THURSDAY, AUGUST 31, 2006 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Chairman Dave Eitenmiller called the meeting to order at 4:00 p.m.

PLEDGE of ALLEIGENCE

ROLL CALL

The following members were present for roll: Dave Eitenmiller, Gary Allen, Chief Tim Gillespie, Chief Chuck Lauss, Roy Bockler, John McCabe, and Holly Brown.

Also present: Attorney Sue Bosich, Attorney Burt Dancey, Sue McMillan, City Clerk, Joe Wuellner, Public Works Director, and Sharon Harris, Pekin Times.

Council Members present: Commissioner Blanchard, Commissioner Dagit, and Commissioner Maddox.

APPROVAL OF AGENDA

Motion by Lauss, seconded by McCabe that the Agenda be approved as presented. Motion passed.

APPROVAL OF MINUTES

Motion by Gillespie, seconded by Brown to approve the Minutes of August 24th, 2006 as presented. Motion passed.

ROLL CALL

Sue McMillan, City Clerk called the roll for the Special Council Meeting. Commissioner Blanchard present, Commissioner Dagit present, Commissioner Maddox present, Commissioner Jones absent, Mayor Mackaman absent.

PUBLIC INPUT/COMMENTS/QUESTIONS

Paul Kirby, Amvets Post 235 spoke on behalf of Amvets Post 235. He had two questions regarding the Liquor Code and asked for clarification. Chairman Eitenmiller informed Mr. Kirby and the audience as a whole that the Liquor Commission can listen and make recommendations to the Liquor Commissioner, but cannot answer questions, that this Commission does not have that authority.

Question 1: A person under 21 – with a parent/grandparent or legal guardian, can they be in the bar. Attorney Bosich defined Legal Guardian and an older spouse is not the legal guardian of a younger than 21 spouse. If a 21 year old husband brought his 18 year old wife into the bar, that is not legal. He could stay, but she could not. Lot of gray areas on bringing children with parents or grandparents to functions which would be held.

Question 2: Is the Amvets responsible for the parking lot and building. Attorney Bosich explained the parking lot is not the licensed premises to sell alcohol, but yes, if they see activity in the parking lot they are responsible to call police.

Gordon Morris, Amvets Post 235 commented that this is a Military organization and they had all the safe guards and they have made steps to improve. They are here to serve the Community.

Dick Prather, Moose Lodge had questions concerning the banquet room when they hold wedding receptions, parties and/or wakes and kids under 21 can not be in there? Allen gave his personal opinion on the banquet areas in any organization as not actually being the bar area. Chairman Eitenmiller expressed his concern on young kids drinking the end result, too many young teens in our area drinking and death. Eitenmiller expressed his concern that he and the Commission were not picking on anyone as a group it had to do with minors drinking in the licensed establishment. Commissioner Blanchard questioned Allen's personal comment regarding reception halls and banquet rooms if they serve beer in them. Attorney Bosich explained the definition of bar area and reception area. Attorney Dancey explained the licensed premises that the Liquor License holder is responsible for in/out of the licensed premises. Gillespie stressed that the Police Department is not targeting Service Clubs they are targeting underage drinking.

NEW BUSINESS

James Keith – Sunset Lanes, Inc. – Attorney Bosich spoke with Mr. Keith regarding Residency. Mr. Keith lives in Canton and as stated in State Statue that the licensed holder has to be a resident of Pekin. The Commission can give a Conditional Grant since it is a Corporation and that someone can live within City limits, such as a manager.

Allen made a motion that the liquor license be approved as long as the Corporation meets the requirements of residency with City of Pekin. 2nd by Gillespie. Allen made a motion to Amend that motion to include he has 30 days to meet requirements. Motion passed. Recommendation will be sent to Liquor Commissioner.

Discussion: Bockler questioned drinking at the bowling alley score table. How will they insure there will not be underage drinking. Can there be a restriction on this like the restriction put on the Dragon Dome Ball Fields.

Mr. Keith spoke on behalf of his Bowling Center in Canton, Illinois and that he has been in business 17 years and has had only 1 violation of under age drinking and that was from a new bartender hired. He spoke of getting wrist bands for functions that will have a lot of bowlers and has looked into purchasing a bitmap for bar code on licenses. On the function of Cosmic Bowl they would buy glow in the dark wrist bands. Mr. Keith plans on keeping most staff that is already there. Manager now may stay and if so can that roll over to his license and will a background check have to be done again? Bosich said the background check on Manager now will be okay, will not need a new one.

City Attorney

Code Changes discussed. Attorney Bosich to make changes to the Code.

McCabe left meeting at 4:56pm

Bockler left meeting at 5:10pm

City Clerk explained Code changes and Special Use. No motions.

Police Liaison

Nothing to report at this time

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

The subject of Robert Center and the Centerpunch, Inc. dba as Valhalla. No application submitted. Attorney Bosich to research the time limit in which he was to get his liquor license.

No further business to come before the Commission, motion was made by Allen, seconded by Lauss to adjourn. Motion carried by Voice Vote.

Meeting adjourned at 5:26P.M.

Respectfully submitted
Paula Gensel

NEXT MEETING THURSDAY AUGUST 31, 2006 @ 4:00 P.M.
SPECIAL MEETING

Inspection Meeting
November 1, 2006

Following are the minutes of the meeting with follow up comments if any (in red):

1. Dave V. – stated he will be glad when the election is over so they can concentrate on inspections versus picking up signs. (General consensus from the entire staff.)
2. Dave S. – stated still putting out garbage can notices and copy of the rules. Problem with people not bringing their cans/toters in once they are emptied.
3. Mark R. – will start working with Dave. V. on entering completed inspection information into the computer program. Will also work more on the code enforcement portion of the program this winter.
4. Morris S. – stated he was not getting a good response on the letters sent out on grease trap reports. Plans on starting a door to door campaign in December.
5. Ron S. – stated the garbage toter issues are dying down to just a few stragglers remaining. Informed everyone that housing starts are still coming in and updates on the various commercial plans that have come in lately.
6. Joe W. – stated that starting in the spring, some new regulations and requirements for erosion control should be in effect and that everyone will have to start paying attention to this issue. Asked if anyone has had contact with the developer of Grandview Estates to see if they had been asked about changing the ditch line to accommodate the sewer tie-in.

NOTE:

Next meeting November 15, 2006

LADD Meeting November 1, 2006 Minutes

Members Present: Guidotti, Wehr, & Wuellner.
Rick Evans also present
Spike called the meeting to order at 3:00 pm.

Financial Report: Ken updated the committee on the bills that have been paid and the status of the accounts. He mentioned that we need to have the annual public meeting which will have to be posted in the newspaper.

Dredging: Spike passed out the rulings from the IEPA and the fine notification. It included the requirements per IEPA of what needed to be completed before the NPDES permit could be closed. The report says that the land has to be regarded and restored to open prairie conditions as was stated in the application. Joe asked if there was a copy of the original application where this was stated. A copy was not available but Spike will get with Cochran-Wilkin to get a copy. If the plan does in fact state that the area will be regarded, then C-W owes LADD a plan to bid the work. All of this will unfortunately postpone the re-sale of the property to Mr. Evans unless he wants to inherit the existing permit and requirements. Once all the information is available, another meeting will be held to discuss how to proceed. Mr. Evans did state that if there is an amendment that he will ask for an extension that allows for the material to dry. When he and Bob Orr worked this agreement out, they didn't envision the material taking this long to dry out to a state where it was usable.

Readying land for sale ----- Indefinite

Retention Area: Dave Milam has been working the silt but no indication on how much he has removed. Ken has billed him the monthly rate that was agreed upon in the contract.

Shoreline Improvements: This work will be completed as soon as funds are available.

1. Shoreline Improvements ----- TBD

Next meeting: Will be the publicly announced one and is TBD --- 3:30 pm

Make Way for Family



32nd Degree Masonic Family Life Program 2006

2006 FAMILY LIFE PROCLAMATION

"Make Way for Family"

WHEREAS, *the health and success of our community depends on the safety and progress of our families;*

WHEREAS, *modern life places obstacles and hazards in the path of families;*

WHEREAS, *if we remove those obstacles and hazards, then each individual, each generation and each family can move toward a better future;*

WHEREAS, *we can clear the way for families through our actions;*

WHEREAS, *at Thanksgiving, we pause from our regular schedules to celebrate our families and to reflect on our life journey together;*

BE IT RESOLVED, *that we live our words of thankfulness by dedicating ourselves each day to family-centered activities and family-friendly decisions in our homes and our community;*

AND, *that the week of November 19 to 25, 2006, be designated and observed as Family Life Week;*

BE IT FURTHER RESOLVED *that the 32nd Degree Scottish Rite Masons be recognized for their many years of Family Life programs and their current year-long campaign, "Make Way for Family."*

SIGNED _____

DATE _____

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
FINANCIAL STATEMENTS
APRIL 30, 2006

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
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WILLOCK WARNING & CO., P.C.
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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, 2006, 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, 2006, 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, 2006 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.

September 20, 2006

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND

BALANCE SHEET

APRIL 30, 2006

ASSETS

Current assets:

Cash-operating	\$ 11,411
Investments-operating	177,337
Investments-endowments	247,400
Investments-capital development	244,649
Receivable-property taxes	900,704
Due from City General Fund	4,588
Total current assets	<u>1,586,089</u>

Fixed assets:

Land	86,080
Building and improvements	1,988,644
Furniture, fixtures, and equipment	412,191
Books	1,391,009
Total, at cost	3,877,924
Less accumulated depreciation	<u>(1,762,820)</u>
Total fixed assets	<u>2,115,104</u>
Total assets	<u>\$ 3,701,193</u>

LIABILITIES AND FUND BALANCE

Current liabilities:

Accounts payable	\$ 12,830
Accrued wages	12,009
Deferred tax revenue	900,704
Total current liabilities	<u>925,543</u>

Long-term liabilities:

Notes payable-building purchase	<u>310,000</u>
Total liabilities	<u>1,235,543</u>

Fund balance:

Reserve for capital development	244,649
Unreserved, designated	247,400
Unreserved, undesignated	1,973,601
Total fund balance	<u>2,465,650</u>
Total liabilities and fund balance	<u>\$ 3,701,193</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, 2006

Operating revenues:

Real estate taxes	\$ 747,224
Replacement taxes	96,371
State per capita grant	41,695
Intergovernmental grants	3,268
Charges for services, fees, etc.	35,986
Other	3,924
Total operating revenues	<u>928,468</u>

Operating expenditures:

Salaries	461,234
Payroll taxes	68,005
Group health insurance	57,834
Workers' compensation insurance	2,813
Books, periodicals, cassettes, etc.	113,597
Circulation system	22,934
ISP costs	1,878
Equipment rental, supplies, postage	27,446
Program costs	8,574
Repairs and maintenance	32,245
Utilities	80,907
Telephone	2,368
Insurance	9,500
Dues and subscriptions	1,000
Travel and conferences	8,509
Outside services	305
Jail service expenses	355
Miscellaneous	1,518
Equipment purchases	5,115
Grant expenditures	4,399
Total operating expenses	<u>910,536</u>

Excess of operating revenues over
operating expenses

17,932

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, 2006

Other revenues (expenses):	
Investment earnings-operations	\$ 13,241
Investment earnings-endowments	13,995
Investment earnings-capital development	1,013
Gifts and memorials	68,012
Capital development expenditures	<u>(154,680)</u>
Deficiency of other revenues over other expenses	<u>(58,419)</u>
Deficiency of operating and other revenues over operating and other expenses	(40,487)
Other adjustments:	
Add capitalization of capital development expenditures	154,680
Add capitalization of books	85,470
Less depreciation of fixed assets	<u>(155,770)</u>
Net excess of operating and other revenues over operating and other expenses and other adjustments	<u>\$ 43,893</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, 2006

Fund balance, beginning of year	\$ 2,421,757
Net excess of operating and other revenues over operating and other expenses and other adjustments	<u>43,893</u>
Fund balance, end of year	<u>\$ 2,465,650</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, 2006

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Operation revenues:			
Real estate taxes	\$ 754,500	\$ 747,224	\$ (7,276)
Replacement taxes	68,000	96,371	28,371
State per capita grant	42,321	41,695	(626)
Intergovernmental grants	4,000	3,268	(732)
Charges for services, etc.	36,200	35,986	(214)
Other	1,700	3,924	2,224
Total operating revenues	<u>906,721</u>	<u>928,468</u>	<u>21,747</u>
Operating expenditures:			
Salaries	469,936	461,234	8,702
Payroll taxes	70,161	68,005	2,156
Group health insurance	80,075	57,834	22,241
Workers compensation insurance	2,800	2,813	(13)
Books, periodicals, etc.	114,299	113,597	702
Circulation system	21,800	22,934	(1,134)
ISP costs	600	1,878	(1,278)
Equipment rental, supplies, and postage	24,400	27,446	(3,046)
Program costs	4,700	8,574	(3,874)
Repairs and maintenance	29,000	32,245	(3,245)
Utilities	65,950	80,907	(14,957)
Telephone	4,000	2,368	1,632
Insurance	10,300	9,500	800
Dues and subscriptions	1,000	1,000	-
Travel and conferences	2,900	8,509	(5,609)
Outside services	-	305	(305)
Jail service expense	-	355	(355)
Miscellaneous	1,600	1,518	82
Equipment purchases	4,000	5,115	(1,115)
Grant expenditures	1,000	4,399	(3,399)
Total operating expenditures	<u>908,521</u>	<u>910,536</u>	<u>(2,015)</u>
Excess of operating revenues over operating expenditures	<u>(1,800)</u>	<u>17,932</u>	<u>19,732</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, 2006

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Other revenues (expenditures):			
Investment earnings-operations	\$ 3,000	\$ 13,241	\$ 10,241
Investment earnings-endowments	-	13,995	13,995
Investment earnings-capital development	-	1,013	1,013
Gifts and memorials	8,800	68,012	59,212
Capital development expenditures	(87,500)	(154,680)	(67,180)
Transfer from City General Fund	<u>77,500</u>	<u>-</u>	<u>(77,500)</u>
Excess (deficiency) of other revenue over other expenditures	<u>1,800</u>	<u>(58,419)</u>	<u>(60,219)</u>
Deficiency of operating and other revenues over operating and other expenditures	<u>\$ -</u>	<u>\$ (40,487)</u>	<u>\$ (40,487)</u>

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

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.

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.

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 2005, to be collected in September and October, 2006, is shown on the balance sheet as property taxes receivable with a related credit to deferred tax revenue.

The property taxes for 2004 were collected June 23 through September 1, 2005 and received by the Library in August through December, 2005. 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, 2006

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NOTE 3 - CHANGES IN FIXED ASSETS

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

	Balance <u>4/30/2005</u>	Additions <u>(Retirements)</u>	Balance <u>4/30/2006</u>
Land	\$ 86,080	\$ -	\$ 86,080
Building and improvements	1,837,494	151,150	1,988,644
Furniture, fixtures and equipment	408,661	3,530	412,191
Books	1,305,539	85,470	1,391,009
Total	<u>\$ 3,637,774</u>	<u>\$ 240,150</u>	<u>\$ 3,877,924</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:

Books, cassettes, and CD's	\$ 2,570
Equipment	3,530
Program costs	3,521
Supplies	509
Conferences and meetings	450
Total	<u>\$ 10,580</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, 2006

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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, 2006:

<u>Category</u>	<u>Amount of Capital Limit</u>	<u>Funding as of 4/30/2006</u>
Capital Maintenance	\$ 300,000	\$ 67,270
21st Century Library Fund	50,000	171,670
Expansion and Renovation	4,250,000	5,709
Total	<u>\$ 4,600,000</u>	<u>\$ 244,649</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.

TAZEWELL/PEKIN CONSOLIDATED
COMMUNICATIONS CENTER

FINANCIAL STATEMENTS

APRIL 30, 2006

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A

SCHEDULE OF EXPENDITURES-BUDGET AND ACTUAL

B

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Tazewell/Pekin Consolidated
Communications Center

We have audited the accompanying financial statements of the Tazewell/Pekin Consolidated Communications Center, a component unit of the City of Pekin, Illinois, as of and for the year ended April 30, 2006, as listed in the table of contents. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these general purpose financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 general purpose financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tazewell/Pekin Consolidated Communications Center as of April 30, 2006, and the changes in financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

Our audit was made for the purpose of forming an opinion on the financial statements taken as a whole. The schedules of revenues and expenditures listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements of the Tazewell/Pekin Consolidated Communications Center. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly presented in all material respects in relation to the financial statements taken as a whole.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.

November 6, 2006

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF NET ASSETS

APRIL 30, 2006**ASSETS**

Current assets:

Cash	\$ 117,336
Accounts receivable	3,039
Total current assets	<u>120,375</u>

Non-current assets:

Capital assets:

Leasehold improvements	44,357
Office equipment	63,057
Communications center	119,279
Communications equipment	1,281,108
Less accumulated depreciation	<u>(992,550)</u>
Total capital assets (net of accumulated depreciation)	<u>515,251</u>
Total assets	<u>\$ 635,626</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 24,158
Accrued wages	19,106
Payments received in advance	151,562
Current portion of long-term liabilities	<u>81,105</u>
Total current liabilities	<u>275,931</u>

Long-term liabilities:

Loan payable-City of Pekin	13,361
Loan payable-Tazewell County	20,145
Lease/purchase payable	<u>4,715</u>
Total long-term liabilities	<u>38,221</u>
Total liabilities	314,152

NET ASSETS

Unrestricted	<u>321,474</u>
Total liabilities and net assets	<u>\$ 635,626</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN NET ASSETS
YEAR ENDED APRIL 30, 2006

REVENUES:

City of Pekin	\$ 586,044
Tazewell County	325,334
Other governmental entities	232,548
Private businesses	34,652
Other revenues	<u>4,286</u>
Total operating revenues	<u>1,182,864</u>

OPERATING EXPENSES:

Salaries and employees benefits	949,854
Administrative and equipment costs	124,440
Depreciation	<u>97,145</u>
Total operating expenses	<u>1,171,439</u>

Operating income	11,425
------------------	--------

NON-OPERATING REVENUE:

Interest earnings	<u>3,026</u>
Change in net assets	14,451

Total net assets, beginning of year	<u>307,023</u>
-------------------------------------	----------------

Total net assets, end of year	<u>\$ 321,474</u>
-------------------------------	-------------------

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF CASH FLOWS

YEAR ENDED APRIL 30, 2006

Cash flows from operating activities:	
Receipts from services	\$ 1,187,887
Payments for personal services	(946,366)
Payments to vendors and suppliers	<u>(133,481)</u>
Net cash provided by operating activities	<u>108,040</u>
 Cash flows from investing activities:	
Payments on loan principal	<u>(89,662)</u>
 Cash flows from investing activities:	
Interest received	<u>3,026</u>
 Net increase in cash	21,404
 Cash, beginning of year	<u>95,932</u>
 Cash, end of year	<u>\$ 117,336</u>
 Reconciliation of operating loss to net cash provided by operating activities:	
Operating income	\$ 11,425
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	97,145
Changes in assets and liabilities:	
Increase in accounts receivable	(103)
Decrease in accounts payable	(9,041)
Increase in accrued wages	3,488
Increase in advanced payments	<u>5,126</u>
Net cash provided by operating activities	<u>\$ 108,040</u>

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

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2006**NOTE 1 - NATURE AND PURPOSE OF ORGANIZATION**

Tazewell/Pekin Consolidated Communications Center (the "Center") is a non-profit corporation formed under the General Not-for-Profit Corporation Act of the State of Illinois and primarily organized for the purpose of providing a centralized public safety communications system for the mutual benefit of the County of Tazewell and the City of Pekin, Illinois. For financial statement reporting purposes, the City of Pekin considers the Center a discrete component unit and is reported on the City's combined financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**a) Basis of Accounting**

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received or when measurable and available to finance the Center's operations is followed.

b) Fixed Assets

All fixed assets are valued at historical cost. Communications equipment is being depreciated over an estimated useful life of ten years. Office equipment is being depreciated over an estimated useful life of twenty years. Leasehold improvements are being depreciated over an estimated life of thirty years.

c) Budget

The Center's budget is prepared on the modified accrual basis as required by generally accepted accounting principles. Therefore, the schedules of revenues and expenditures budget and actual (Schedule A and B) have been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 3 - CHANGES IN FIXED ASSETS

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

	Balance <u>4/30/05</u>	<u>Additions</u>	Balance <u>4/30/06</u>
Communications equipment	\$ 1,281,108	\$ -	\$ 1,281,108
Office equipment	63,057	-	63,057
Communications center	119,279	-	119,279
Leasehold improvements	44,357	-	44,357
Total	<u>\$ 1,507,801</u>	<u>\$ -</u>	<u>\$ 1,507,801</u>

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2006**NOTE 4 - LONG-TERM LIABILITIES**

In 2002 the Center moved its operations from the old City Hall to another building owned by the City of Pekin. The cost of building remodeling and upgrading equipment was financed through two loans from the City of Pekin and Tazewell County. The loans are payable over a five year period with monthly payments of \$3,467.50 on each loan. Interest accrued at 4.75%. Details of each loan is as follows:

	<u>City of Pekin</u>	<u>Tazewell County</u>
Loan amount	\$ 185,000	\$ 185,023
Date loan made	09/17/02	11/16/02
Principal paid during year	\$ 33,438	\$ 37,668
Loan balance at 4/30/06	\$ 69,042	\$ 59,645

In 2004 the Center purchased a new air conditioning system. The purchase was financed through a loan at Tremont Savings Bank. The amount borrowed was \$11,350. The loan is payable over a five-year period, beginning July 31, 2004. Annual payments of \$2,450.09, including interest, are due July 31 through the year 2008. The interest rate is 2.6 %. The loan is recorded on the balance sheet as a lease/purchase payable.

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF REVENUES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2006

	<u>Budget</u>	<u>Actual</u>
City of Pekin	\$ 579,748	\$ 586,044
Tazewell County	319,540	325,334
Other governmental entities	229,511	232,548
Private businesses	35,029	34,652
Interest earnings	1,000	3,026
Other revenues	<u>1,000</u>	<u>4,286</u>
 Total revenues	 <u>\$ 1,165,828</u>	 <u>\$ 1,185,890</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2006

	<u>Budget</u>	<u>Actual</u>
Salaries and employees benefits:		
Salaries	\$ 675,200	\$ 701,144
Payroll taxes and unemployment benefits	101,400	99,367
Group and workers compensation insurance	187,000	148,946
Medical costs	600	397
Total salaries and employee benefits	<u>964,200</u>	<u>949,854</u>
Administrative costs:		
Liability insurance	3,200	2,382
Training and education	3,600	5,215
Small tools, supplies and postage	3,320	3,961
Maintenance and repairs	7,400	4,766
Telephone	42,800	46,047
Utilities	9,000	7,375
Equipment and facilities rental	11,300	11,079
Dues and subscriptions	2,000	2,268
Travel	1,350	1,719
Professional fees/contractual services	21,500	36,188
Public relations	500	1,037
Computer expenses	250	897
Miscellaneous	880	1,506
Total administrative costs	<u>107,100</u>	<u>124,440</u>
Fixed assets expenditures:		
Communications equipment	<u>3,000</u>	<u>-</u>
Financing costs:		
Loan payments-principal and interest	<u>91,500</u>	<u>89,662</u>
Total expenditures	<u>\$ 1,165,800</u>	<u>\$ 1,163,956</u>

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



Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: TIM L WILLIAMS

Your Address: 504 S 8TH ST
PEKIN, IL 61554

Your Telephone Number: 309-346-2602

Your E-Mail Address:

FLATLAND 11 @ EXCITE.COM

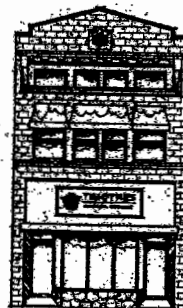
You are interested in serving on which commission, board, or committee?

LIBRARY BOARD

Why are you interested in serving?

TO FURTHER THE GROWTH OF THE
PEKIN LIBRARY

What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application.



Timothies Interiors

405 Court St.
Pekin, IL 61554
Phone: (309) 346-2602
Fax: (309) 346-2610

Tim L. Williams
Partner

David R. DeKeyser
Partner

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

VII. 4.

RESOLUTION No. 169-06/07

PEKIN, ILLINOIS, November 13, 2006

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of Timothy Williams to the Pekin Library Board of Trustees
to fill the unexpired term of Sandrock until June 30, 2007 is hereby approved.

504 South 8th Street

Pekin, Illinois

346-2602



SIGNED BY _____

MAYOR.

RESOLUTION NO. 170-06/07

**A RESOLUTION RESCINDING RESOLUTION NO. 124-05/06 AND
ADOPTING A RESOLUTION GRANTING SIGNATORY POWERS**

WHEREAS, the City currently has Resolution No. 124-05/06 Granting Signatory Powers adopted September 12, 2005, and

WHEREAS, the City has reviewed said resolution and wishes to increase the signatory powers as therein described, and

WHEREAS, the City of Pekin has established the appointed positions of Treasurer and City Manager; and

WHEREAS, the City of Pekin employs an Assistant Director of Finance; and

WHEREAS, it is in the best interest of municipal efficiency to grant signatory power to the duly appointed Treasurer; and

WHEREAS, upon the unavailability of the duly appointed Treasurer, it is in the best interest of municipal efficiency to then grant signatory power to the duly employed Assistant Director of Finance; and

WHEREAS, upon the unavailability of both the Treasurer and the Assistant Director of Finance, it is in the best interest of municipal efficiency to then grant signatory power to the City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City of Pekin hereby grants signatory powers as herein described.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS this
day of _____, 2006.

AYES
NAYS
ABSTENTIONS
PRESENT

FRANK H. MACKAMAN, Mayor

ATTEST:

Sue E. McMillan, City Clerk



One Way Front St

45

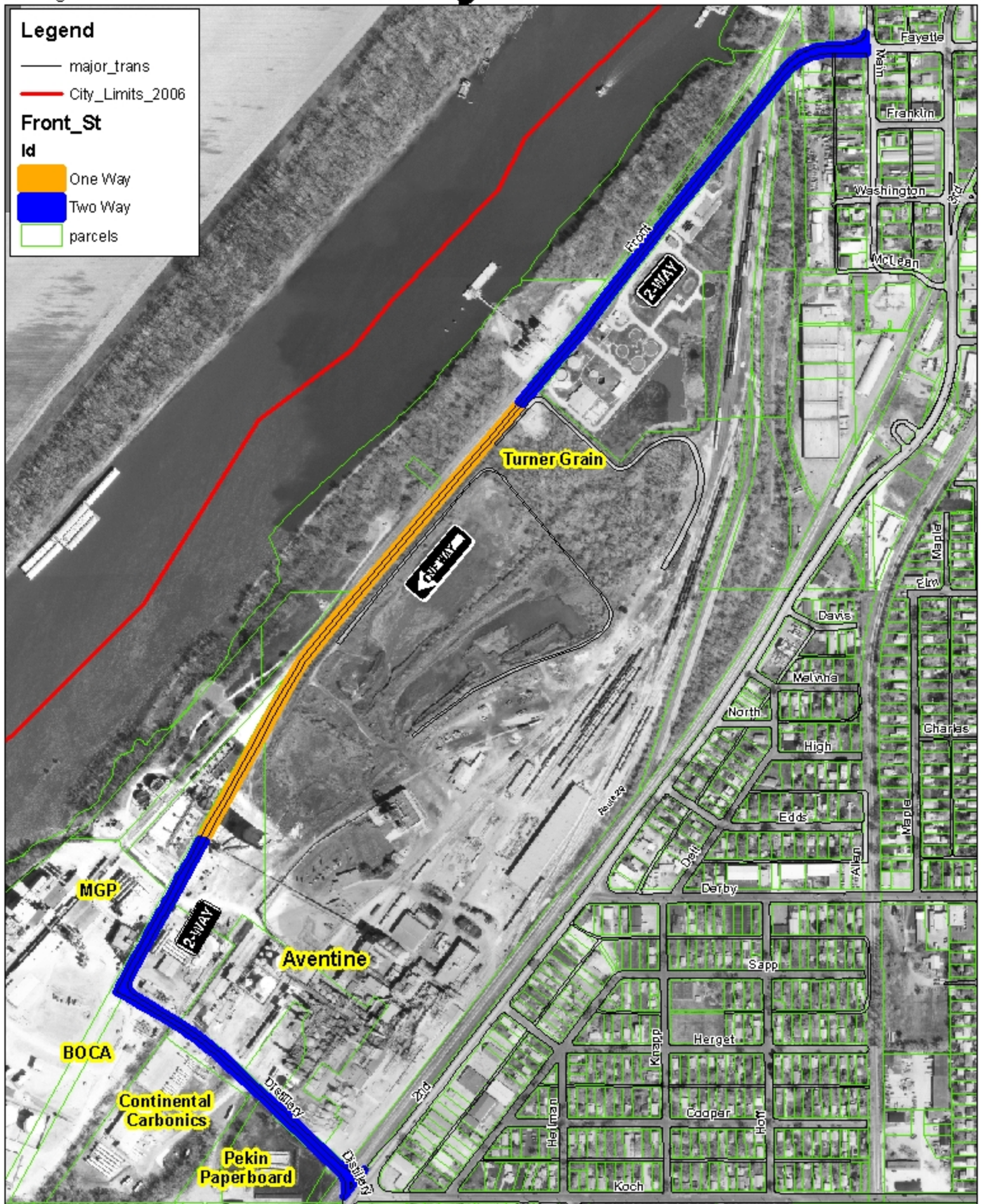
Legend

- major_trans
- City_Limits_2006

Front_St

Id

- One Way
- Two Way
- parcels



Memo

To: City Council

From: Joseph W. Wuellner, P.E. - Public Works Director

CC: Dennis Kief, Sue McMillan, & City Attorneys

Date: October 27, 2006

Re: Engineering Agreement with Hanson Professional Services – Hanna Dr.
Extension

Commissioners:

On the agenda for the meeting on November 13, 2006 will be an agreement with Hanson Professional Services to provide the engineering services for the design of the Hanna Drive Extension. The cost for this service is set at \$105,000 which covers the design, preparation of bid documents, and bid review. While we intend to handle the construction supervision and oversight in-house, the grant does require that the design engineer provide weekly visits during construction so there will be some additional cost at that point.

This project received over \$1,000,000 in EDA funding which covers half of the estimated costs which covers the engineering. The proposal from Hanson is within our estimate for design services and follows all EDA requirements.

The contract is being reviewed by the City Attorney's Office which will be completed prior to the meeting. Any changes that they feel are necessary I will forward to you.

If you have any questions, please feel free to contact me.

Thanks,

Joe

Memo

To: City Council

From: Joseph W. Wuellner, P.E. - Public Works Director

CC: Denny Kief & Sue McMillan

Date: October 9, 2006

Re: Selection of Engineering Firm – Hanna Drive Extension

Mayor and Commissioners,

I sent out a letter to eight (8) local engineering firms to provide Statements of Qualifications to use as the selection criteria for the Hanna Drive Extension project. All eight responded. I have completed the review of the submittals and narrowed the field down to four (4) based on proposed estimated costs.

From there, I contacted each of the remaining four to see if they would have a problem getting the project completed six (6) months sooner than stated in the original request. (It was decided to compress the timeframe once it was learned that we had received the grant.) Two of the four indicated that they may have some problems meeting the new schedule due to the workload they each currently are looking at for this time period.

Of the two remaining, both indicated that the schedule would not pose a problem. In going over both of their submittals again to verify railroad experience, I found that Hanson Professional Services Inc. has worked on several projects for the railroad. Since this project includes a railroad crossing, I feel that having a firm that has worked with the railroad in the past may give us a good avenue in dealing with them.

Therefore, I would like to request that you approve my recommendation to select Hanson Professional Services Inc. as the engineering firm to do the design of the Hanna Drive Extension in the Riverway Business Park. Their estimate for the project was \$74,556 and I do not foresee the final price being significantly different. Once we have agreed to terms and have a contract worked out, I will bring it back for your final approval.

If you have any questions or would like to see some of the other proposals, please feel free to contact me.

Thanks,

Joe

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 24, 2006 ("Effective Date") between

The City of Pekin ("Owner") and

Hanson Professional Services Inc. ("Engineer").

Owner intends to Extend Hanna Drive 2,800 feet eastward for the expansion of the Riverway Business Park.

The project will consist of 36 ft wide pavement designed to heavy truck standards; 2 ft wide concrete valley gutters on each

side, storm sewer, lighting, and signage. The project termini begins at the end of the existing Hanna Drive, crosses the

Canadian National Railway at a new crossing, and extends easterly to South 5th Street in the vicinity of Petri Lane ("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition

to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in

technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected

within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance

with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents,

at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance

of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement

shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of _____ pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 31 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

[a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical

descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 9 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 4 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of pages.

F. Exhibit F, "Construction Cost Limit," consisting of pages.

G. Exhibit G, "Insurance," consisting of 3 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 pages.

I. Exhibit I, "Allocation of Risks," consisting of 1 pages.

J. Exhibit J, "Special Provisions," consisting of pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Pekin

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

111 South Capitol Street

Pekin, Illinois 61554

Designated Representative (see paragraph 8.03.A):

Joe Wuellner

Title: Public Works Director

Phone Number: (309)477-2315

Facsimile Number: (309)477-2095

E-Mail Address: jwuellner@ci.pekin.il.us

Engineer:

Hanson Professional Services Inc.

By: Lucinda A. Loos

Title: Vice President

Date Signed: _____

Engineer License or Certificate No. 062-056268

State of: Illinois

Address for giving notices:

2900 W. Willow Knolls Road

Peoria, Illinois 61614

Designated Representative (see paragraph 8.03.A):

Lucinda A. Loos

Title: Lucinda A. Looa

Phone Number: (309)691-0902

Facsimile Number: (309)691-1327

E-Mail Address: cloos@hanson-inc.com

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate [insert specific number or list here] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~7. Furnish ____ review copies of the Report and any other deliverables to Owner within ____ calendar days of authorization to begin services and review it with Owner. Within ____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~
- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ____ copies of the revised Report and any other deliverables to the Owner within ____ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

A1.02 Preliminary Design Phase

A. ~~After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a ~~revised~~ opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Maintain close liaison with the City by meeting with the City engineering staff on a bi-monthly basis. Additional coordination will be maintained with other agencies, including Canadian National Railway and Illinois Commerce Commission.
 - b. Intersection Design Study (IDS) for the intersection of Hanna Drive and 5th Street. This will include projecting traffic volumes and turning movements, based on counts taken by the City of Pekin, for the design year, 20 years from the time of construction.
 - c. Design railroad at-grade crossing for two Canadian National Railway tracks – one main line and one spur. This will include reviewing existing profiles and determining the best location for the crossing.
 - d. Prepare documentation to petition the Illinois Commerce Commission and attend hearings for the establishment of a new public at-grade crossing after reviewing the location with the City of Pekin and the Canadian National Railway.
 - e. Determine feasible alternatives for the improvements. Prepare detailed study plans of the feasible alternative, including a drainage analysis, traffic maintenance analysis, and determination of right-of-way requirements for the improvement.
 - f. Prepare environmental documents in accordance with the Grant guidelines:
 1. Conduct wetlands survey for PEMAF areas.
 2. Conduct phase I Cultural Survey and State Historic Preservation Office (SHPO) coordination.
 3. U.S. Fish and Wildlife Services habitat survey and coordination.
 4. IDOA coordination for Federal Farmland Protection Act.
 5. Environmental scope does not include Section 404 permitting, wetland mitigation planning, or Phase II or II cultural surveys.
 - g. Storm drainage study for the entire business park area, including the design of retention ponds for management of storm drainage.
 - h. Preliminary Design does **not** include the following items: redesign of railroad spur, grading for the entire business park outside of the roadway right-of-way and detention area.
6. Furnish one (1) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 150 calendar days of authorization to proceed with this phase, and review them with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
7. ~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner _____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within _____ calendar days after receipt of Owner's comments.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete ~~on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~ Upon receipt of review comments from the owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. ~~If appropriate, Specifications shall conform to the 16 division format of the Construction Specifications Institute.~~
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Prepare National Pollutant Discharge Elimination System (NPDES) permit including the NOI. Permit fees are to be paid by the City of Pekin.
 - b. Prepare right-of-way plat and documents for the roadway.
5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.
6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit one (1) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase – May be negotiated at a later date.

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and

Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. Perform or provide the following additional Post-Construction Phase tasks or deliverables: _____.
6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the original date for final completion of the Work.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the date stated in A1.05.B.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services:

- a. Provide Digital Orthophotography with contours for the project area.
- b. Plans for existing Hanna Drive.
- c. Covenants for Riverway Business Park.
- d. Provide horizontal and vertical control that is tied into digital orthophotography.

- e. Perform traffic counts on Hanna Drive, 5th Street, and Petri Lane.
- f. All necessary utility agreements, including plans for relocations and adjustments.
- g. City of Pekin Comprehensive Land Use Plan of the new Riverway Business Park Expansion

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) -- Direct Labor Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for the services of Engineer's employees engaged on the Project, plus Reimbursable Expenses, estimated to be \$100,000, and Engineer's Consultant's charges, if any, estimated to be \$5,000.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
3. The total compensation for services under paragraph C2.01 is estimated to be \$105,000 based on the following assumed distribution of compensation:

a. Study and Report Phase	\$0
b. Preliminary Design Phase	<u>\$77,900</u>
c. Final Design Phase	<u>\$25,000</u>
d. Bidding or Negotiating Phase	<u>\$2,100</u>
e. Construction Phase	\$0
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.
6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
8. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of Jan. 1) to reflect equitable changes to the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of Jan. 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Other Provisions Concerning Payment

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

C2.05 Compensation For Additional Services – Direct Labor Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to Engineer's Direct Labor Costs times a factor of 3.0, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of Jan. 1) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2. *Factors.* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$	/page	
8"x11" Copies/Impressions	____	/page	
Blue Print Copies	____	/sq. ft.	
Reproducible Copies (Mylar)	<u>9</u>	/sq. ft.	
Reproducible Copies (Paper)	<u>0.90</u>	/sq. ft.	
Mileage (auto)	<u>0.445</u>	/mile	
Field Truck Daily Charge	____	/day	
Mileage (Field Truck)	<u>0.65</u>	/mile	
Field Survey Equipment	<u>75</u>	/day	
Confined Space Equipment	____	/day plus expenses	
Resident Project Representative Equipment	____	/month	
Computer CPU Charge	____	/hour	
Specialized Software	____	/hour	
Personal Computer Charge	____	/hour	
CAD Charge	<u>15</u>	/hour	
CAE Terminal Charge	____	/hour	
VCR and Monitor Charge	____	/day, \$	/week, or \$ /month
Video Camcorder	____	/day, plus \$	/tape
Electrical Meters Charge	____	/week, or \$	/month
Flow Meter Charge	____	/week, or \$	/month
Rain Gauge	____	/week, or \$	/month
Sampler Charge	____	/week, or \$	/month
Dissolved Oxygen Tester Charge	____	/week	
Fluorometer	____	/week	
Laboratory Pilot Testing Charge	____	/week, or \$	/month
Soil Gas Kit	____	/day	
Submersible Pump	____	/day	
Water Level Meter	____	/day, or \$	/month
Soil Sampling	____	/sample	
Groundwater Sampling	____	/sample	
Health and Safety Level D	____	/day	
Health and Safety Level C	____	/day	
Electronic Media Charge	____	/hour	
Long Distance Phone Calls	at cost		
Mobile Phone	____	/day	
Meals and Lodging	at cost		

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$1,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$10,000,000</u> |
| 2) General Aggregate: | <u>\$10,000,000</u> |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| a) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ _____ |
| 2) Annual Aggregate | \$ _____ |
| g. Other (specify): | |
| _____ | \$ _____ |

2. By Owner:

- | | |
|---|-----------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability -- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and
Property Damage): | \$ _____ |
| d. Excess Umbrella Liability -- | |
| 1) Each Occurrence: | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| a) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$ _____ |
| f. Other (specify): | |
| _____ | \$ _____ |

B. Additional Insureds

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in paragraph 6.05.B:

- a. Hanson Professional Services Inc.
Engineer
- b. _____
Engineer's Consultant
- c. _____
Engineer's Consultant

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in paragraph 6.05.A.

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by mutually agreed upon mediator. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 24, 2006.

Allocation of Risks

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:

I6.11.B Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

2. *Agreement Not to Claim for Cost of Certain Change Orders.* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5.0% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

Owner further agrees not to sue and otherwise to make no claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.

Memo

To: Commissioners

From: Joseph W. Wuellner, P.E. - Public Works Director

CC: Denny Kief, Sue McMillan, & Dave Pagliaro

Date: November 8, 2006

Re: Parkway Drainage Engineering Agreement

Gentlemen,

Here is the preliminary agreement with STS Consultants for engineering costs to do the surveying work, write up the easements, and prepare the engineering drawings and specifications for the storm line for Parkway Drive. The drawings will be done in a manner that will allow us to bid the project in two phases. The first phase is scheduled for this fiscal year and the second phase right now is planned for next year.

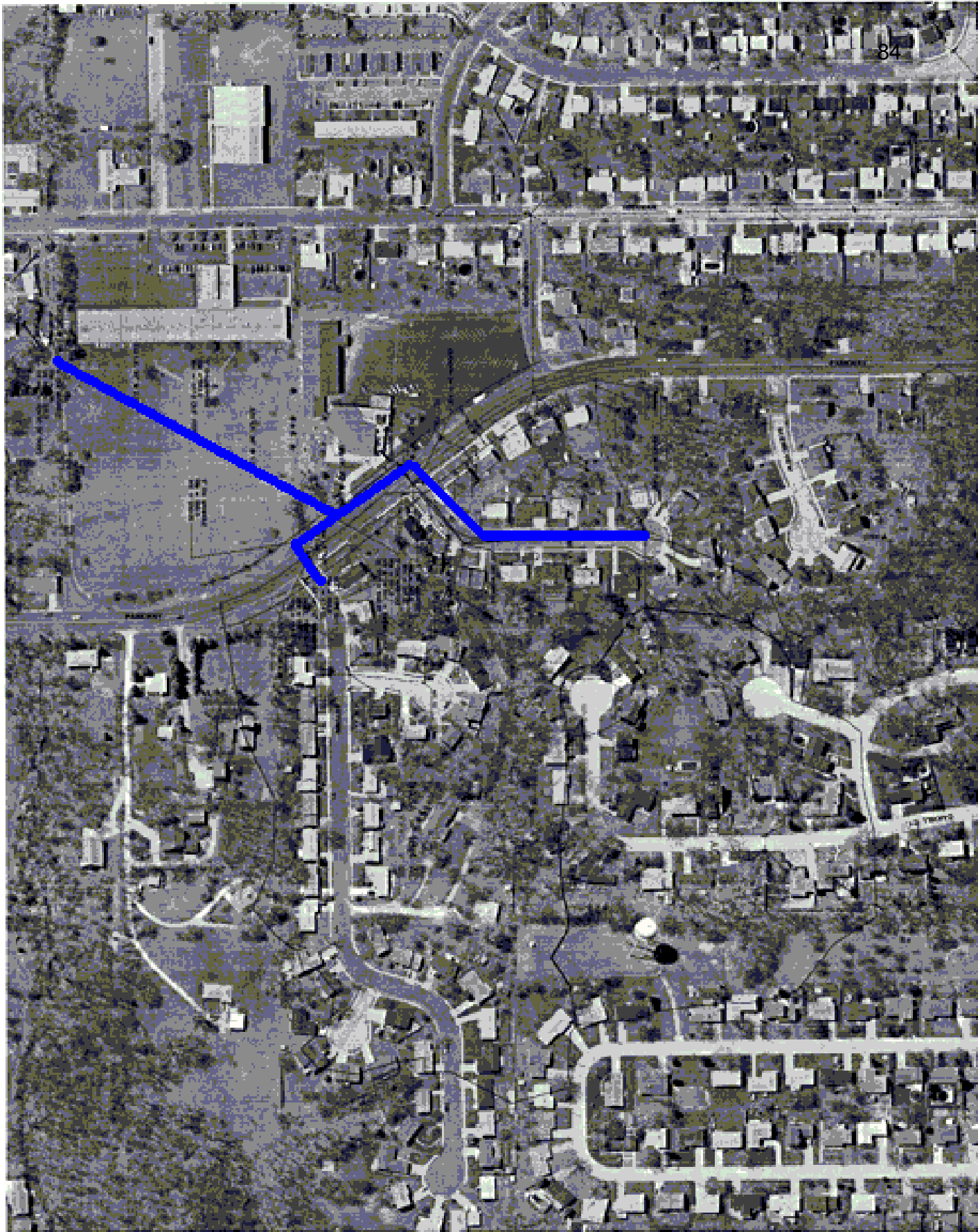
Work will include surveying the area to confirm the grade in order to design the pipe grades, inlets, and manhole depths, and the amount of excavation. Creating the easement plats that we will need to get and record. Putting together the construction drawings and specifications needed to bid. The estimate is \$14,500 and I recommend that we accept this agreement.

Once this is done, we will be able to bid this job right after the first of the year and hopefully get it done before the rainy season.

If you have any questions, please feel free to contact me.

Thanks,

Joe





November 7, 2006

Mr. Joe Wuellner
City of Pekin
111 South Capitol Street
Pekin, IL 61554

RE: Proposal for Engineering Services for Parkway Drainage Improvements located in
Pekin, Illinois

Dear Mr. Wuellner:

Thank you for the opportunity to provide engineering services in conjunction with the proposed Parkway Drainage Improvements in Pekin, Illinois. Professional Services provided by STS Consultants, Ltd. (STS) shall include the topographic survey, preparation of easements, and construction drawings. Proposed improvements will be based on the preliminary design shown in Appendix G Parkway Drainage Study, dated March 3, 2005.

For this proposal, STS has identified the scope of work outlined below.

PROFESSIONAL SERVICES

Topographic Survey

- Survey topographic elements along Timber Lane, Autumn Lane and Parkway Boulevard as needed to describe the area relevant to the proposed drainage improvements based on Appendix G, Parkway Drainage Study, dated March 3, 2005. Survey will extend from right of way line to right of way line.
- Obtain invert elevations of storm and sanitary sewer structures.
- Locate utilities marked by JULIE and others that are visible. Owner to initiate the request for a JULIE locate.
- Prepare base map for construction drawings.

Prepare Easements

- Conduct courthouse research for current property owners.
- Prepare three easement plats as needed for the proposed storm sewer improvements:
 - Church property
 - School property
 - Private lot at northeast corner of school property
- Prepare legal descriptions of easement plats.
- Deliver easements and legal descriptions to the Owner. Recording of documents to be completed by the Owner.

Construction Plans and Specifications

- Develop construction plans for proposed storm sewer improvements, based on Appendix G, Parkway Drainage Study, dated March 3, 2005.
- Confirm and/or adjust final design elevations (rims and inverts) based on Topographic Survey.
- Develop final plans and profiles for construction drawings.
- Construction Specifications will follow Illinois Department of Transportation (IDOT) Specifications, unless otherwise noted on the drawings.
- Traffic Control requirements will be per a general note on the plans referencing IDOT Specifications and Standards.

- Drainage details for inlets and manholes will be per IDOT standard drawings, by reference only.
- Construction will be divided into two phases as agreed to with the Owner. Phases will be clearly identified on the construction drawings, to facilitate bidding the project in phases.
- Plans will include a schedule of quantities (divided by construction phases) for major items of work to be performed by the Contractor. Schedule of quantities will be based on the items of work as shown in the Opinion of Probable Cost contained in Appendix J, Parkway Drainage Study, dated March 3, 2005. IDOT pay codes will not be included.

Additional Services

The following services are not included in the above scope of work. If these services are desired, they will be performed for an additional fee on a unit rate basis in accordance with the hourly rates per the attached fee schedule.

- Field location of property corners or right-of-way markers, or staking of new easements.
- Additional storm sewer analysis and/or re-design. Proposed storm sewer improvements were designed based on available map data and with a minimal knowledge of utilities. If design survey results in significant elevation changes or utility conflicts, additional fees will be required for redesign.
- Contract front end documents.
- Bidding/Construction Administration services Construction observation.
- As built drawings.
- Permitting (example NPDES or local Erosion, Sediment and Storm Water Control).

SCHEDULE

STS understands that the Owner desires to bid the project in February, 2007, and plans for a late winter / early spring construction. STS will perform the work as described above in a timely manner to meet the needs of the Client's schedule, providing a signed contract is received by November 27, 2006.

ESTIMATED BUDGET

STS proposes to perform the proposed activities on a time and materials basis. Our fee for the above outlined scope of services will be performed on a unit rate basis in accordance with the hourly rates per the attached fee schedule. We estimate our fees to be as follows:

Topographic Survey	\$ 4,000
Easements	\$ 4,500
Construction Documents	<u>\$ 6,000</u>
Total estimated fees	\$14,500

GENERAL

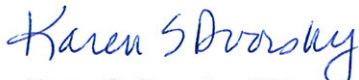
We have attached to this proposal our Fee Schedule and General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute a complete copy and return it to our Peoria office. If we are given verbal or written notification to proceed without first receiving a signed copy of our proposal, it will be mutually understood that both of us will, nonetheless, be contractually bound by the proposal, even in the absence of written acceptance by you. In any event, a signed copy of this proposal will need to be returned to STS before deliverables can be submitted.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to STS upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

We look forward to working with you on this project.

Sincerely,

STS CONSULTANTS, LTD.



Karen S. Dvorsky, P.E.
Senior Project Engineer



Raymond J. Perisin, P.E.
Principal Engineer

KSD:tlc

Attachments:

Fee Schedule (Peoria-1/06)
General Conditions of Service

File: L:\Temp\AGREEMENTS\Agreement_Parkway Drainage_KSD_11.7.06.doc

Responsible for Payment and Accepted by:

Signature_____

Name (please print) _____

Title (please print)_____

Firm_____

Date_____

© STS Consultants Ltd., 2006

FEE SCHEDULE

Engineering Services

Charges for technical personnel will be made for time spent in the field, in consultation, in preparation of reports and invoices, in administering contracts and project coordination, and in traveling.

*Overtime will be charged after 8 hours per day; before 7:00 a.m. and after 6:00 p.m. Monday through Friday; or all day Saturday (technical rate x 1.5). Double-time will be charged on Sundays or Holidays (technical rate x 2). Four-hour minimum per day.

Expert Witness Testimony will be billed at the rates shown here x 1.5.

Laboratory test programs will be identified in our proposal and billed out on a per-test basis. Additional laboratory work will be billed on the following hourly basis plus expenses, expendables, and equipment.

The cost of equipment to complete the project will be identified in our proposal.

Technical Classifications

Principal	Per Hour	\$ 157.00
Associate	Per Hour	\$ 141.00
Senior Consultant	Per Hour	\$ 117.00
Consultant	Per Hour	\$ 102.00
Technical Project Staff	Per Hour	\$ 86.00
Technical Specialist	Per Hour	\$ 82.00
Senior Cadd Specialist	Per Hour	\$ 70.00
Cadd Specialist*	Per Hour	\$ 65.00
Technical Support Staff*	Per Hour	\$ 54.00
Clerical/Word Processor*	Per Hour	\$ 48.00
Senior Technician*	Per Hour	\$ 70.00
Technician II*	Per Hour	\$ 60.00
Technician I*	Per Hour	\$ 48.00
Registered Land Surveyor	Per Hour	\$ 80.00
Surveyor Technician*	Per Hour	\$ 70.00
Certified Welding Inspector	Per Hour	\$ 65.00

Laboratory Services

Manager	Per Hour	\$ 86.00
Supervisor	Per Hour	\$ 70.00
Technician*	Per Hour	\$ 48.00

Expenses and Expendables

All Expenses to Complete the Project		Cost + 15%
Mileage per Mile	Car	\$ 0.75
	Truck	\$ 0.75
Survey Equipment		
GPS w/RTK (one rover)	Per Hour	\$ 50.00
GPS w/RTK (two rovers)	Per Day	\$ 375.00
Robotic Total Station	Per Hour	\$ 40.00
All Expendables to Complete the Project		Cost + 15%

Peoria – 1/06



Illinois Department of Transportation

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

received
10/24/06 *DX*

*11/13/06 Agenda
with attached*

October 6, 2006

City of Pekin
401 Court Street
Pekin, IL 61554

Dear City Clerk:

RE: Agreement for Maintenance of Municipal Streets

The state of Illinois, acting through its Department of Transportation, entered into an Intergovernmental agreement ("Agreement") for Maintenance of Municipal Streets with your municipality.

Updated Computation Sheets for the period of July 1, 2006 to June 30, 2007, are included with this letter. The adjustment factor used to determine the rates is based on the 4.65% increase published by the Engineering News Record. The annual payment for your city will be \$67,459.87.

The work listed in the Agreement shall be performed by employees of your municipality. A representative of the municipality must contact the Department immediately if any work will be performed by contractual workers that are not employees of your municipality. The Agreement will be amended to add language requiring payment of Prevailing Wages for any contractual workers that are not employees of the municipality.

If the work covered by our agreement is performed by contractors and not municipal forces the state's prevailing wage laws apply to this work. If you are planning to use contractors to perform this work, please notify us, so we can update the agreement to include prevailing wage language.

An authorized signature is required to acknowledge the new rates, and that the work listed in the Agreement will only be performed by the employees of the municipality. Please sign the enclosed letter and return it to my attention.

Please initial and return this letter to indicate that you have received the new rates and that you are aware of the prevailing wage requirements.

90

City of Pekin
Page 2
October 6, 2006

Acknowledged By:

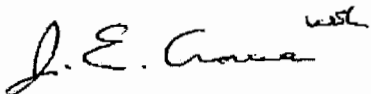
Signature

Title

Date

If you have any questions, please contact Cliff Williams by calling (309)
671-4485.

Very truly yours,

with

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

CW:cjs\genlwinword\serv&dev\pekin agmt. 10-06.doc

File

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DISTRICT #4
CITY OR VILLAGE - Pekin

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY07																	
For the Period Beginning July 1, 2006 Ending June 30, 2007																	
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADJ PER LANE	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	SUB- TOTALS	ROUTE TOTALS
ILL 9		One Way EB															
		Margiot	Second	Fifth	40' & var	C/S	28	2 of 3	left center	1854	0.7	2144	2002	439	4.49		\$1,379.78
ILL 9		One Way WB															
		Margiot	Fifth	Court & Eighth	40' & var	C/S	30	2 of 2		1078	0.41	3200		510	4.49		\$938.86
ILL 929		Elphth	Court	Broadway	60'	C/S	30'	2 of 4	Center	300	0.11	2175			443		\$218.80
		Elphth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	AE	300	0.11	2175			443		\$218.80
		Ann Eliza	Eighth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	2800			490		\$1,066.05
		Ann Eliza	Fifth	Second	36'	C/S	24'	2 of 3	left center	1854	0.7	2856	2002	483	4.49		\$1,518.07
ILL 9		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	1616	2002	387	4.49		\$243.27
		Two-Way															\$0.00
ILL 29		Court	Eighth	100' W. of Hilltop rd.	52'	C/S	10' & 11'	5 of 5	Center	10610	10.05	4160			558		\$25,179.47
		Court	160' W. of Hilltop Drive	TR93A (W of Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	4358			568		\$5,065.74
		Court	300' W. of Park	300' W. of College Grove Ave.			4' & var	C & G		800	0.11				310		\$182.99
		Court	160' W. of Hilltop Drive	1957A (W of Rd.)			4' & var	C & G		8072	1.12				330		\$1,203.16
		Second	Koch	3rd St. Connection	40'	C & S	24'	3 of 3	Center	4900	2.79	5017	2002	650	4.49		\$7,510.74
		Second	Rt. of Derby				12'	1		210	0.04	2500	2002	475	4.49		\$85.31
		Second	S. of Derby				12'	1		200	0.04	2500	2002	475	4.49		\$85.31
		Second	3rd St. connection	Washington	var	C & S	10'-12'	4 of 4	raised	500	0.38	3950	2002	548	4.49		\$935.00
		Second	Franklin		var		4' & var	1		1000	0.19		2002	330	4.49		\$281.52
		Second	Washington		Washington	var		21'	1	200	0.04	1200	2002	355	4.49		\$61.76
ILL 9		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	3950	2002	548	4.49		\$935.00
		Second	Franklin	Margaret	40'	C & S	12'	3 of 3		2550	1.45	3867	2002	543	4.49		\$7,535.70
		Second	Margaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	1616	2002	387	4.49		\$225.89
		Second	Margaret	Court St.			12'	1		250	0.05	2000	2002	500	4.49		\$112.25
		3rd st.	2nd st. connection	Margaret	30'	C & S	12'	2 of 2		2840	1.11	2500	2002	475	4.49		\$2,367.35
		3rd st.	Margaret	Margaret			12'	1		150	0.03	1500	2002	375	4.49		\$50.51
		3rd st.	Margaret	Ann Eliza			12'	2 of 2		220	0.08	3150	2002	508	4.49		\$182.47
		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	4387	2002	568	4.49		\$2,355.29
		Fifth	Charlotte	Eighth			38'	3 of 3		513	0.29	8030	2002	620	4.49		\$807.30
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	4900	2002	595	4.49		\$213.72
ILL 9		Fifth	S. of Ann Eliza				10	1		100	0.02	1600	2002	365	4.49		\$34.57
		Fifth	N. of Margaret				10'	1		100	0.02	3800	2002	645	4.49		\$148.94
		Fifth	Eighth	Ann Eliza			10' & var	flush		2164	0.41		2002	165	4.49		\$203.75
		Median	Fifth	4th of College Ave.	60'	C & S	59'	5 of 5		3700	3.5	4200	2002	566	4.49		\$8,894.69
									TOTAL	Lane miles	13.47				Total amount		\$67,459.87

ORDINANCE NO. _____**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that VFW Road be improved in the future to provide for business expansion in the community and economic development; and

WHEREAS, it will be necessary to acquire certain real estate for rights-of-way; and

WHEREAS, the owner of property described hereafter is willing to sell a certain tract of real estate to the City of Pekin for use as a right-of-way; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the recitals set forth above are made a material part of this Ordinance.

SECTION II. That the City of Pekin purchase from Robert S. Orr, not personally but as Trustee under Trust Agreement dated June 15, 2002, and known as Orr Family Trust, the following described real estate, to-wit:

A tract of land being part of the east half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter of Section 14 as the Point of Beginning; thence South 03 degrees 35 minutes 11 seconds West, (bearings are assumed for the purpose of description only) along the east line of the Southwest Quarter of said Section 14, a distance of 101.82 feet; thence North 83 degrees 55 minutes 48 seconds West, a distance of 1324.10 feet to the west line of said east half of the Southwest Quarter of Section 14; thence North 03 degrees 19 minutes 58 seconds East, along said west line, a distance of 60.00 feet to the northwest corner of said east half; thence South 85 degrees 44 minutes 24 seconds East, along the north line of said Southwest Quarter of Section 14, a distance of 1323.21 feet to the Point of Beginning and containing 107,035 square feet, more or less, or 2.457 acres, more or less, of which 33,075 square feet, more or less, or 0.759 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-002 (part)

SECTION III. That the purchase price for said property shall not exceed \$24,570.00, and shall be on such terms and conditions as set forth in the Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

SECTION VIII. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION IX. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement is made this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois municipal corporation (the "City") and ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and related matters.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Trustee's Deed substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference.
2. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 of this Agreement, the City shall pay to the Owner the sum of \$24,570.00.
3. The closing shall be on or before 6:00 P.M. on December 31, 2006 or such other time as may be mutually agreed in writing. The closing shall be held at the office of the City's attorney, or such other place as the parties may agree.
4. Owner shall deliver possession at time of closing. If Owner does not give possession on the date provided for in this Contract, the City may seek possession by any means available in law or equity. Prior to possession, Owner shall remove all debris and personal property not sold to the City. If Owner fails to provide the City with possession on the day provided for in this Contract, the City will be entitled to collect damages upon the failure to provide possession.
5. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed the City. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current not taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of the City. Special assessments which are a lien upon the

Exhibit "A"

real estate as of the date of closing shall be Owner's expense and paid in full at closing or a credit for same allowed the City.

6. Owner shall be solely responsible for obtaining and paying for title insurance in the amount of the purchase price.

7. The City shall grant to the Owner up to three (3) access locations to the road to be constructed over the Acquisition Parcel, which access locations shall benefit the Owner's Parcel. One access location shall be shared with the tract of land adjacent to and immediately to the East of the acquisition parcel, and one access location shall be shared with the tract of land adjacent to and immediately to the West of the acquisition parcel. The access locations shall be located at such locations as mutually agreed upon by the Owner and the City. Owner shall not be precluded from seeking additional access locations pursuant to the then applicable requirements of the City and Tazewell County.

8. So long as the Owner's Parcel is being used as farm land, the City shall construct and maintain, to the boundary of the Acquisition Parcel, one field entrance to the Owner's Parcel. Such field entrance shall be located at such location as mutually agreed upon by the Owner and the City.

9. Miscellaneous Provisions.

- (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.
- (C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.
- (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.
- (E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

The parties have executed this agreement on the date first written above.

CITY OF PEKIN, a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Clerk

OWNER:

ORR FAMILY TRUST,

By _____
ROBERT S. ORR - Trustee

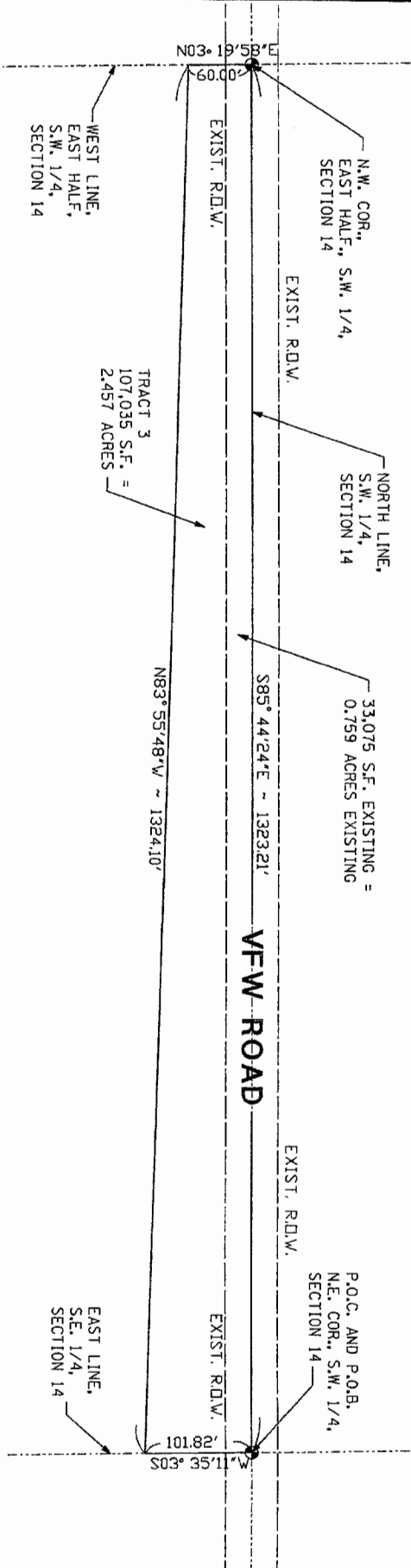
EXHIBIT "A"**Legal Description**

A tract of land being part of the east half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter of Section 14 as the Point of Beginning; thence South 03 degrees 35 minutes 11 seconds West, (bearings are assumed for the purpose of description only) along the east line of the Southwest Quarter of said Section 14, a distance of 101.82 feet; thence North 83 degrees 55 minutes 48 seconds West, a distance of 1324.10 feet to the west line of said east half of the Southwest Quarter of Section 14; thence North 03 degrees 19 minutes 58 seconds East, along said west line, a distance of 60.00 feet to the northwest corner of said east half; thence South 85 degrees 44 minutes 24 seconds East, along the north line of said Southwest Quarter of Section 14, a distance of 1323.21 feet to the Point of Beginning and containing 107,035 square feet, more or less, or 2.457 acres, more or less, of which 33,075 square feet, more or less, or 0.759 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-002 (part)

NOTE:
() = RECORD DATA
BEARINGS ARE FOR
DESCRIPTIVE PURPOSES ONLY.
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
P.O.C. = POINT OF COMMENCEMENT



R.O.W. PLAT	COMPUTED	CHECKED	INKED	INK CHECKED	BY	DATE
NO.						

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF A SURVEY MADE UNDER MY DIRECTION FOR THE CITY OF PEKIN, ILLINOIS.

AREA = 107,035 S.F. ± OR 2.457 ACRES ±
OF WHICH 33,075 S.F. ±, OR 0.759 ACRES ±
IS IN EXISTING PUBLIC ROAD RIGHT OF WAY
NET AREA = 73,960 S.F. ± OR 1.698 ACRES ±

TAX ID. 10-10-14-300-002

TRACT 3
ROBERT ORR

A PART OF EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 N, RANGE 5 W, 3rd. PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS
RIGHT OF WAY PLAT
V.F.W. ROAD ROADWAY IMPROVEMENTS
SCALE 1" = 100' SEPTEMBER 20 06

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2620
MY LICENSE EXPIRES

SIGNED RECORDED BOOK DOCUMENT NO. PAGE
TRACT 3

EXHIBIT "B"

Trustee's Deed

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST, for and in consideration of the sum of TWENTY FOUR THOUSAND FIVE HUNDRED SEVENTY (\$24,570.00) DOLLARS and other good and valuable consideration, CONVEYS AND QUIT-CLAIMS to CITY OF PEKIN, an Illinois Municipal Corporation, the following described real estate, to-wit:

A tract of land being part of the east half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter of Section 14 as the Point of Beginning; thence South 03 degrees 35 minutes 11 seconds West, (bearings are assumed for the purpose of description only) along the east line of the Southwest Quarter of said Section 14, a distance of 101.82 feet; thence North 83 degrees 55 minutes 48 seconds West, a distance of 1324.10 feet to the west line of said east half of the Southwest Quarter of Section 14; thence North 03 degrees 19 minutes 58 seconds East, along said west line, a distance of 60.00 feet to the northwest corner of said east half; thence South 85 degrees 44 minutes 24 seconds East, along the north line of said Southwest Quarter of Section 14, a distance of 1323.21 feet to the Point of Beginning and containing 107,035 square feet, more or less, or 2.457 acres, more or less, of which 33,075 square feet, more or less, or 0.759 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-002 (part)

SUBJECT TO general real estate taxes for the year 2006, payable in 2007, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record.

SUBJECT TO the rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

SUBJECT TO rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

DATED this _____ day of _____, 2006.

ROBERT S. ORR - Trustee

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That ROBERT S. ORR, not personally but as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXEMPT UNDER 35 ILCS 200/31-45(b)

Mail Tax Statements To:
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

This Instrument Prepared By:
Patrick E. Oberle
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT is effective this 8th day of November in the year 2006, between Farnsworth Group, Inc., hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

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

- Revise the existing STP #1 Facility Plan for submittal to USEPA for review. The revised plan will identify and address the portions of STP #1 that are to be included in the STAG Grant project.

The fee for the above-described services will be a lump sum of \$6,000.00.

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

Farnsworth Group, Inc.

City of Pekin

Client

Signature

Signature

Gary W. Davis

Frank Mackaman

Typed Name

Typed Name

Principal

Mayor

Title

Title

Client City of Pekin

Project Facility Plan Revisions for USEPA

General Conditions

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 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, 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. In the event any portion or all of an account remains unpaid 90 days after billing, 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 all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all 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.

Reuse of Documents: All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: 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. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional 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.~~

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, its 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, he shall 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.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their

contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

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 attached price quotation sheet 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.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

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 work 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 deal 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, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

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.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTIONS 9 AND 11
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS AND THROUGH STREETS**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized stop signs and designating through streets.

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

1. That Title 8, Chapter 2, Section 11 be amended by adding the following Through Street area:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>
Through	Ironwood Drive	Broadway Road	northern city limits

2. That Title 8, Chapter 2, Section 9 be amended by adding the following stop signs:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Dogwood Lane	Black Oak Drive	North/South
Stop	Hickory Lane	Black Oak Drive	North/South
Stop	Aspen Court	Dogwood Lane	East/West

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

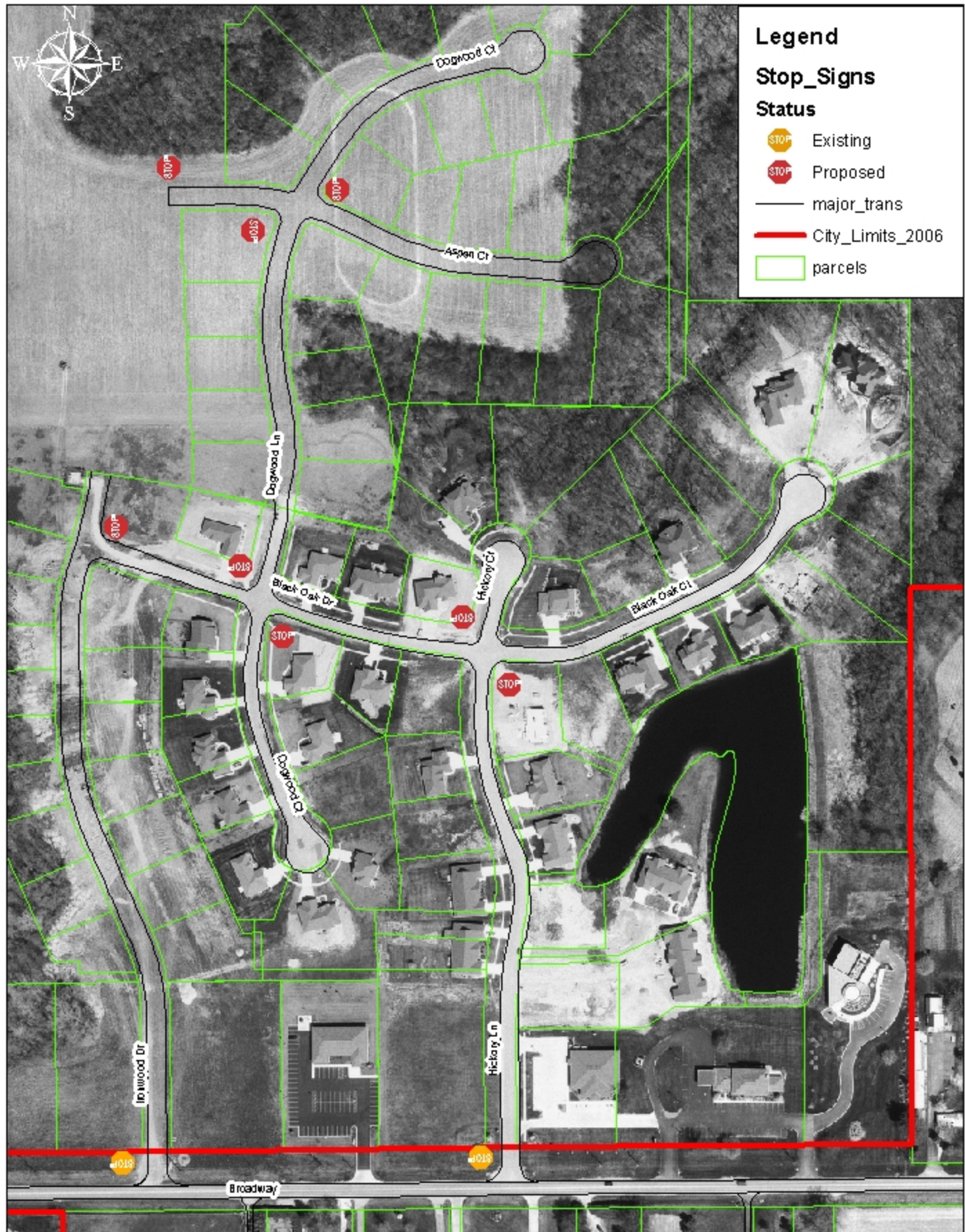
APPROVED this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

Hickory Hills Stop Signs





City of Pekin

CITY OF PEKIN POLICY NO. 11

City of Pekin Policy for Visitor's Bureau Program

Policy

Revenue Source

Revenue to support the Visitor's Bureau comes from the City of Pekin's 5% hotel/motel tax. The tax generates approximately \$125,000 per year of which approximately \$50,000 is available for grants.

Program Overview

The Pekin Visitor's Bureau 1) participates in the Illinois River Country/Scenic Byway Campaign through various publications, representation and events; 2) administers the tourism grant program; 3) maintains and distributes all promotional publications for the Visitor's Bureau (includes brochures, fliers, folders, inserts, etc.); 4) maintains the Bureau's website and Calendar of Events; 5) creates and places advertisements in various publications; 6) acts as a spokesperson and liaison for special events; 7) and performs additional duties as assigned by the City Manager.

Purpose of the Grants

Within the Visitor's Bureau budget, \$50,000 is earmarked for the purpose of awarding grants to special events brought to Pekin. The purpose of the grant program is to assist organizations in hosting events that will promote a positive image to our visitors, generate overnight stays, generate retail sales in our community, and create a desire to return in the future.

Grants will be awarded contingent on adequate funds being available.

Eligibility Requirements

- ▶ Eligible applicants for funding consideration are local entities (defined as organizations located in Pekin or conducting substantial activities or programs in the community) submitting applications for projects that have the primary objective of attracting visitors from markets 50+ miles away, thus filling up our restaurants and hotels.
- ▶ Priority will be give to new/start up events rather than to sustain established events.
- ▶ Eligible organizations include non-profits, units of government, and for-profit sponsors whose events will accomplish the goals of the tourism program.
- ▶ Grants will not exceed 1/3 the total cost of the expense budget, or not more than \$5000.
- ▶ Eligible and applicable costs could include advertising, print materials, production of an event to attract visitors/tourists, agency fees, application or bidding fees, and development of a permanent tourist attraction.
- ▶ Ineligible costs would include administrative expenses, operating expenses, office supplies, and sales tax.

► Organizations that would be ineligible include those that discriminate because of race, color, creed, gender, or national origin; political organizations; capital campaigns; and previous grant recipients who have not fulfilled all administrative guidelines. 110

► Projects funded must credit the City of Pekin in all programs, advertisements, and press releases.

Application and Payment Procedure

Unless otherwise approved by the City Council, grants will be awarded *after* the event takes place. Payment will be made upon receipt of a close-out report which will consist of a brief narrative report of the completed project, a summary financial statement for the project, and copies of publicity which indicate the City of Pekin's support of the project. Awardees shall submit verifiable evidence of hotel/motel occupancy within Pekin attributable to the event.

Generally full advance payments will not be approved. But in the case of exceptions, the applicant must submit a narrative report, financial statement, and copies of publicity following the event. Failure to do so will jeopardize any future requests from the organization.

Grant applications submitted more than four weeks after the event has occurred will not be considered.

Interested organizations can submit a grant application for their event to the Pekin Visitor's Bureau, 111 S. Capitol St., Pekin, IL 61554.

Selection Criteria

The City of Pekin's Visitor's Bureau Director and the City Manager will administer the selection process, but the City Council will make the final decision regarding awarding the grants. Recommendations for grant approval by City staff will be based upon the estimated economic impact, including visitor spending and room night generation, as reported on the event close-out report. Evidence of financial planning, need and sustainability, and growth potential will be considered. Events should offer an overall benefit to the Pekin area, as well as demonstrate a cooperative effort among entities.

The event should demonstrate a need for financial support.

Purpose

This policy is adopted to provide professional resources for visitors activities that encourage overnight stay and enhance the visitor's experience while in our community.

Adopted this 13th day of November 13, 2006.



Pekin's Visitor's Bureau Program

Mission Statement

To provide professional resources for visitor activities that encourage an overnight stay and enhance the visitor's experience while in our community.

Revenue Source

Revenue to support the Visitor's Bureau comes from the City of Pekin's 5% hotel/motel tax. The tax generates approximately \$125,000 per year of which approximately \$50,000 is available for grants.

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► Ineligible costs would include administrative expenses, operating expenses, office supplies, and sales tax.

► Organizations that would be ineligible include those that discriminate because of race, color, creed, gender, or national origin; political organizations; capital campaigns; and previous grant recipients who have not fulfilled all administrative guidelines. ~~and fraternal organizations or church-related groups.~~

► Projects funded must credit the City of Pekin in all programs, advertisements, and press releases.

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**Recommended For
Approval**

OK 11/1/26

October 10, 2006

To: Pekin City Council Members

From: Emily Lambe, Director
Pekin Visitor's Bureau

CC: Denny Kief, City Manager

RE: 2007 Illinois River Country Regional Cooperative Marketing Campaign

For the past several years, the Pekin Visitor's Bureau has been a partner with the Peoria Area Convention and Visitor's Bureau in the Illinois River Country marketing campaign. To date, the Peoria CVB has had over 15,000 requests for information as a result of these marketing efforts, which is a 25% increase since 2005. I recommend Pekin again participate in this cooperative campaign.

As a partner in this campaign, Pekin would be included in:

- The four page spread in the Illinois Bureau of Tourism's spring newspaper insert (reaching 1/2 million distributed households).
- Advertisement and brochure ads in the Illinois Bureau of Tourism's fall newspaper insert (reaching 800,000 distributed households).
- Fulfillment of all requests for information.
- Advertisement in the Illinois Travel Guide, which is the IBOT's travel publication, with an annual distribution of 375,000 and 500,000 electronic downloads.

I recommend Pekin participate again at the \$7,500 level, which will allow us 1-2 pictures, 50-100 words and a brochure ad for the advertising spread. This is the same level that we've participated in for the past four years. This gives us an opportunity to promote Pekin in a way that we'd be unable to financially afford by ourselves; by partnering with other communities, we are a part of the "Illinois River Country" theme which creates a regional destination area.



ILLINOIS RIVER COUNTRY

REGIONAL COOPERATIVE MARKETING

WHY INVEST?

- ▣ 15 million people are within a 3 hour radius of Illinois River Country
- ▣ Campaign is already leveraged by \$100,000 from PACVB and State Grants
- ▣ Advertising value is greater than individual space purchase
- ▣ Overall campaign builds awareness and attracts visitors to our region
- ▣ Awareness increases editorial support in regional newspapers and magazines.
- ▣ Phase 1 conversion study shows an economic impact of \$427,358 to \$597,938.
- ▣ Growing interest. In 2006, to date over 15,000 requests about Illinois River Country have been generated. That is a 25% increase over 2005.
- ▣ Are we satisfied with our market share today?
- ▣ Can we successfully penetrate these markets as individual destinations?
- ▣ The Illinois River Road National Scenic Byway designation has generated increased awareness about Illinois River Country
- ▣ The return from this proven success is well worth the investment