



City of Pekin

REGULAR COUNCIL MEETING MONDAY, OCTOBER 25, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty L. Dunn

III. ROLL CALL
Clerk to Call the Roll

IV. APPROVAL OF AGENDA
ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: Motion to approve minutes of Regular Council Meeting of September 27, 2010.

VOTE REQUIRED

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Building September Report and Inspections and Zoning September Report.
- 2. Resolution No. 71-10/11 –** In Support of PPUATS Project (Petri Lane Extension).
- 3. Receive and File** the Pekin Planning Commission Minutes dated October 13, 2010.
- 4. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #10-1818– recommends the approval of the amended Site Plan for a Crematory for property located at the corner of Parkway and Velde Drive.
 - b. Hearing #10-1819– recommends the approval of the Special Use not included for a Crematory for property located at the corner of Parkway and Velde Drive.
 - c. Hearing #10-1820– tabled the Rezoning for New Testament Baptist Church property located along Velde Drive.
 - d. Hearing #10-1821– tabled the Site Plan for New Testament Baptist Church property located along Velde Drive.
 - e. Hearing #10-1822– tabled the Special Use for New Testament Baptist Church property located along Velde Drive.

- f. Hearing #10-1823- recommends approval of Amendment to the Comprehensive Plan.
- g. Hearing #10-1824 – recommends the approval of the Rezoning of four tracks to B-3 (General Business District) and leaving the remaining 104 acres as AG (Agricultural) pending Annexation.
- h. Hearing #10-1825 – recommends the approval of the Annexation of the Rick Evans Property.
- i. Hearing #10-1806 (rehearing of recommendation to deny) – voted to table and continue the Public Hearing on November 10, 2010, the Special Use Request for a Cell Tower located at 3000 Court St.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. NEW BUSINESS

1. Site Plan (JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve an amended Site Plan for a Crematory for property located at the corner of Parkway and Velde Drive

ACTION: Motion to approve the amended Site Plan.

VOTE REQUIRED

2. Special Use (JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for a Crematory for property located at the corner of Parkway and Velde Drive

ACTION: Motion to approve the Special Use.

VOTE REQUIRED

3. Comprehensive Plan Amendment (JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve an amendment to the Comprehensive Plan.

ACTION: Motion to approve the amendment to the Comprehensive Plan.

VOTE REQUIRED

4. Ordinance No. 1568-A183-10/11 – Rezoning of Certain Property (JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to rezone property located at Koch Street and South 14th Street pending the completed annexation.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

5. Agreement with Crawford, Murphy & Tilly for Pavement Rehabilitation (JW)

DESCRIPTION: Approves agreement for CMT to perform construction engineering support for the rehabilitation the T-Hangar pavement areas and special services for prior land acquisition Pekin Municipal Airport.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

6. **Peoria Area Convention and Visitors Bureau** (DK)
DESCRIPTION: Request for support in the partnership the PACVB plays to promote, sell, advocate usage in attracting visitors to the area.

ACTION: Motion to approve \$25,000.00 contribution.

VOTE REQUIRED

7. **Ordinance No. 2630-10/11 – Establishing a New City Logo and Theme** (DK)
DESCRIPTION: Adoption of a new official City Seal.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

X. EXECUTIVE SESSION

5 ILCS 120/2 (c) 11. Pending Litigation, 5. Land Acquisition, 1. Personnel

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 TUESDAY, OCTOBER 12, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: STRAND

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

Roll was called and all Council Members were present except Council Member Strand.

AGENDA

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

Mayor Dunn requested, if there were no objections, that Public Input other than business items be moved from the end of the meeting to the beginning to allow for the large attendance in the chambers to be able to address the Council.

MINUTES

Motion by Council Member Kortkamp, seconded by Council Member Abel that the minutes of the Regular City Council Meeting of September 27, 2010 be approved as written. On roll call vote, all present voted Aye.

PUBLIC INPUT – PLACE ON PRINCE

Mayor Dunn asked the City Manager Dennis Kief to brief Council on the chronology regarding the structure at 601 South 7th Street. He advised that the facility as a nursing home was shut down by the Health Department for state and federal violations. The building was vacated in 2006 until an auction took place in April 2010. The change in use triggered new owner requirements, mandated by the state code and enforced by the Fire Marshall, for installation of a sprinkler system. Roger Greer, successful bidder and owner moved in boarders. The City's Code Enforcement Officer informed the Greer's that the gentlemen could not occupy the premises until sprinklers were installed. Statements were presented by Corporation Counsel Burt Dancey and Fire Chief Kurt Nelson regarding the International Fire Code, Life Safety Code, requirements of elevators, boiler, sprinkler, and alarm systems.

Roger Greer, 601 Prince, addressed the Council regarding his plan to house low income veterans through the Veteran's Commission Assistance Program. He stated his position on the safety of the 42 room building and petitioned that Council grant a waiver to provisions, amendment to code, or grandfather in the use in exchange for the beneficial service he would be providing the community. Attorney Dancey advised that it was not up to Council to relax any codes that fall under the jurisdiction of the State Fire Marshall.

The following persons gave testimony in support of the project:

Ed Schwinn 1009 South Capitol Street

Glen Ferguson East Peoria

Marilyn Orrick 699 Oxford

Roxy Greer 601 Prince

Jerry Witzig 11501 Antioch Tremont

Scott Lauss 317 Catherine

Kay Lock 709 South 3rd Street

CONSENT AGENDA

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

Mayor Dunn presented the following for consideration of the Consent Agenda items by Omnibus Vote. Proclamations were so noted and the ADK document presented to Marg Melchers.

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes October 1, 2010, Tazewell County Animal Control Report for September, Inspections and Zoning Department Monthly Reports July and August, and Building Reports July and August.
2. **Proclamations:** "YWCA Week Without Violence" October 23-29, 2010
"International Alpha Delta Kappa Month" October 2010

On roll call vote, all present voted Ayes.

COMMUNICATIONS, PRESENTATION, REPORTS

Bob Marx President and CEO and Cheryl West Board Member Peoria Area Convention & Visitors Bureau briefed Council on the organization's efforts in attracting visitors to an 8 county area. He asked for Pekin's financial support and partnership in the role PACVB plays to promote, sell, advocate usage, and in driving an economic impact for Pekin. He suggested two ways; direct contribution from Tourism Fund or 1% increase to the hotel/motel sales tax.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Kortkamp, that the **PROPOSAL FROM P.J. HOERR SUBMITTED AS OPTION #2 FOR BRICK REPAIR TO THE EASTSIDE FIRE STATION in an amount not to exceed \$291,088.00, be approved.** Public Properties Director Greg Ranney presented the scope of the work to replace brick, tuck point, apply membrane or DOW AllGuard paint along with breakdown of pricing. He recommended Option 2 that included framing of metal siding. Discussion followed with Council as to life expectancy of the products, future locations/plans for fire stations, financial investment. Kirk Anderson, Vice President P.J. Hoerr and Phil Watkins, Summit Masonry & Stoneworks answered questions of the Council. Council Members Schmidgall and Blanchard spoke to a preference of the less expensive option #1. On roll call vote, Ayes, Kortkamp, Barra, Abel, and Dunn; Nays, Schmidgall and Blanchard. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Barra, that the **PURCHASE OF A PICKUP TRUCK FOR THE FIRE DEPARTMENT in the amount of \$23,532.10, be approved.** Fire Chief Kurt Nelson requested the approval of the purchase of a 1-ton pickup truck to replace a 1997 vehicle that has not been able to be used in the multiple ways needed for the department's operations in towing specialty rescue trailers and confined space operations. The funds were budgeted in the FY 2011 budget. The Chief suggested the replaced truck could be utilized by another department in plowing alleys. Council Member Blanchard questioned if a trade off from another department would be possible to avoid the expenditure. On roll call vote, Ayes, Schmidgall, Kortkamp, Barra, Abel, and Dunn; Nay, Blanchard. Motion Carried.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **LICENSE AGREEMENT NO. 6299 AT PEKIN LAKE CONSERVATION AREA WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES in the amount of \$1,000.00 for a 5 year term, be approved.** Council was advised that the agreement with IDNR was a continuation from 1980s to enter the premises to operate and maintain a 420inch storm sewer and outfall structure as part of the Jane Street drainage correction. On roll call vote, all present voted Aye.

ORDINANCE NO. 2628-10/11

AMENDING TITLE 6, CHAPTER 2 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING GRAFFITI

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that Ordinance No. 2628-10/11, **be adopted.** Police Chief Ted Miller recommended to the Council the ability to deal with accumulated graffiti around the City. The addition to prosecuting under state statute would allow utilization of a broader range of enforcement actions for violators and would allow removal of graffiti from private property when needed. On roll call vote, all present voted Aye.

ORDINANCE NO. 2629-10/11

**AMENDING TITLE 6, CHAPTER 2, SECTION 12 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING OFFENSES/MISDEAMEANORS, CITATIONS CHARGING VIOLATION OF
CERTAIN ORDINANCES AND SETTLEMENT BY PAYMENT OF FINES**

Motion by Council Member Schmidgall, seconded by Council Member Abel, that Ordinance No. 2629-10/11, **be adopted**. Police Chief Miller advised the Council on the addition of graffiti, animal violations, false alarms and presence at riverfront to list of minor violations that can be paid over the counter rather than appear in OV court. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the EDAC recommendation of the Pekin Economic Development Investment Funds for the City to guaranty a portion of the loan to **CENTURY RAILROAD BUILDERS, INC., in the amount of \$17,700.00, be approved** and that the Mayor and City Clerk be authorized to execute any necessary documents. Information was provided the Council regarding the Economic Development Advisory Committee's recommendation to bridge a financial gap of F & M Bank financed SBA loan to Jim and Barbara Chambliss with a commercial guaranty secured with a lien on business investor Tim Hancher's account. Century Railroad business plan for railroad track maintenance business at 703 S. 2nd Street would create household jobs, making it a good fit for the purpose of the PEDIF. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Jim Chambliss 13561 Windfield thanked the Council for the approval of the funds for Century Railroad Builders.

Council Member Blanchard encouraged residents to sign petition objecting to a rehearing for increased rates for delivery of electrical power by AmerenCILCO to Illinois Commerce Commission.

Fire Chief Kurt Nelson expressed appreciation to all that participated in a successful Fire Prevention Event at the Park District this year.

EXECUTIVE SESSION

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the Council move to Executive Session at 7:50 P.M. to discuss: 5 ILCS 120/2 (c) 11. Pending Litigation and (6) Sale of Property. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 8:00P.M.

Sue E. McMillan
City Clerk

BUILDING REPORT 2016

MONTH	DWELLINGS 1	GARAGES 2	MULTIFAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS 10	BUDG. PERMITS 11							
JANUARY				1.00	\$618,000	7.00	\$300,240	5.00	\$24,500	2.00	\$0	\$1,052,740	15.00					
FEBRUARY	1.00	\$4,650.00	1.00		3.00	\$164,762	10.00	\$104,600	1.00	\$0	\$0	\$815,592	20.00					
MARCH	2.00	\$305,240	4.00		14.00	\$365,251	17.00	\$06,450	11.00	\$27,686		\$924,222	45.00					
APRIL	8.00	\$1,515,657	3.00		8.00	\$04,600	10.00	\$172,450	33.00	\$62,132		\$1,851,076	21.00					
MAY					10.00	\$3,430,033	14.00	\$131,161	30.00	\$24,750	\$0	\$3,718,804	62.00					
JUNE					4.00	\$547,600	18.00	\$107,308	24.00	\$75,214	\$0	\$828,142	66.00					
TOTAL 6 MO.	13.00	2,376,007	0.00	0	1.00	618,000	66.00	4,995,495	83.00	776,675	102.00	241,022	2.00	\$0	3.00	\$0	\$9,201,579	262.00
JULY	1.00	\$155,700	3.00		5.00	\$38,650	21.00	\$150,144	28.00	\$111,103	\$0	\$436,040	60.00					
AUGUST	5.00	\$922,145			10.00	\$463,600	20.00	\$106,123	24.00	\$14,800	\$0	\$1,616,728	62.00					
SEPTEMBER	4.00	\$681,888			3.00	\$23,150	15.00	\$113,700	24.00	\$21,085	\$0	\$2,102,826	55.00					
OCTOBER												\$0	0.00					
NOVEMBER												\$0	0.00					
DECEMBER												\$0	0.00					
TOTAL 6 MO.	10.00	\$1,752,023	0.00	0	1.00	\$1,157,150	10.00	\$525,490	56.00	\$459,967	76.00	\$167,338	4.00	\$0	1.00	\$0	\$4,215,603	176.00
YEAR	23	\$4,136,630	0.00	\$0	2.00	\$1,775,150	64.00	\$5,520,895	139.00	\$1,236,442	178.00	\$409,140	6.00	0.00	4.00	0.00	\$13,417,182	441.00

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
SEPTEMBER '2010

	PERMITS	VALUE	FEES
BUILDING DEPT	55	\$2,102,826.00	\$ 8,215.00
ELECTRIC DEPT	28	\$ 16,800.00	\$ 1,158.00
HVAC DEPT	20	\$ 6,928.50	\$ 700.00
PLUMBING DEPT	38		\$ 1,044.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	5		\$ 180.00
SEWER PERMITS	9		\$ 540.00
SEWER TAP RES	5		\$ 8,000.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	160	\$2,126,554.50	\$ 19,837.00

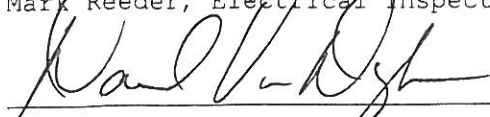
TOTAL CODE ENFORCEMENT COMPLAINTS - 80

Respectfully submitted,

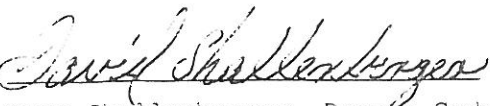


Joe Wuellner

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger, Deputy Code Enforcement Officer

71-10/11
RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF PPUATS PROJECT
(PETRI LANE EXTENSION)**

WHEREAS, the Pekin City Council has reviewed various road projects; and

WHEREAS, the Pekin City Council desires to express its support for the Petri Lane extension; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL MEMBERS OF THE CITY OF PEKIN, Tazewell County, Illinois, as follows:

1. That the City hereby expresses financial support for a PPUATS (Peoria – Pekin Urbanized Area Transportation Study) project and to apply for FAU funding for the Petri Lane extension east to Fourteenth Street.
2. That it is desired that funding be obtained in FY 2012.

BE IT FURTHER RESOLVED that this Resolution shall be in force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this 12th day of October, 2010; and upon roll call the vote was as follows:

AYES: *Blanchard, Barra, Kortkamp, Abel, Schmidgall and Dunn*

NAYES: *None*

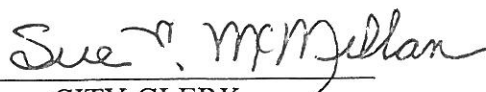
ABSENT: *Strand*

ABSTAINING: *None*

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 12th day of October 2010.


MAYOR

ATTEST:


CITY CLERK

Pekin Planning Commission Minutes

October 13, 2010

Present:	Absent:
Jim Jones	Don Hild
Bill Craig, Chairman	Steve Huey
Ron Knautz	Dick Cohenour
Scott Plotner, Vice Chairman	
Jim Bradshaw	

Chairman Bill Craig led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, Joe Wuellner

Chairman Bill Craig asked for the approval of the Agenda.

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

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

MOTION by Ron Knautz, Seconded by Scott Plotner to Approve the September minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

September 27, 2010 Council Meeting:

Received and filed the minutes from the September 8, 2010 meeting.

Approved the following Hearings: #10-1814 & 10-1815 / To Approve the Site Plan and Special Use for a Used Car Lot located at 1201 N 8th Street.
#10-1816 & 10-1817 / To Approve the Site Plan and Special Use for a Drive thru for 8th Street Sweet Spot located at 211 N 8th Street.
#10-1806 / To Approve the vote to Table and Continue the Public Hearing to October 13, 2010, for the Special Use Request for a Cell Tower located at 3000 Court Street.

PPC Correspondence: Five Letters were sent to property owners in a 400' radius for Application #1 & #2. Ron Sieh stated he received a call from Everett Reed owner of 2604 Sydney. Stated he has no problem with either Application. The rest of the properties are empty lots. Jim Bradshaw inquired as to how much property is still zoned AG. Ron Sieh responded there are 25 acres left that are zoned AG.

Application #1: Greg Henderson, Henderson Funeral Home

Hearing #1(10-1818 & 10-1819): Amended Site Plan and Special Use under uses not included (9-10-4) for a Crematory for Property located at the Corner of

Parkway & Velde Drive with the Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:38pm

Al Limback, 45 Circle Drive, Pekin was present for questions in the absence of Greg Henderson.

Close Public Hearing: 6:39pm

Site Plan Review Committee:
Don Hild, Chairman

Chairman Bill Craig turned the Site Plan over to the Commission in the absence of Don Hild.

Motion by Ron Knautz, seconded by Daryl Dagit to Approve the Amended Site Plan as presented. On Roll Call Vote. (5) Five Present Voted **AYE**. (1) One Present (Scott Plotner) **ABSTAINED**.

Jim Bradshaw inquired about the location of the Air Unit with the current addition.

Al Limback stated the unit would be moved to the East along the Chapel on the Northside.

Chairman Bill Craig conveyed the question of the Commission as to why the addition was not on the original site plan.

Al Limback responded that he did not have a direct answer other than as the building plans progressed it seemed more economical to include the addition at this time.

Scott Plotner inquired as to the odors that would be emitted.

Al Limback stated there would be no odors or smoke from the system.

Ron Knautz stated the church would create a buffer between the crematory and residence.

Special Use Review Committee:
Steve Huey, Chairman

Chairman Bill Craig turned the Special Use over to the Commission in the absence of Steve Huey.

MOTION by Daryl Dagit, Seconded by Ron Knautz to Approve the Special Use under Uses not included. On Roll Call Vote. (5) Five Present Voted **AYE**. (1) One (Scott Plotner) Present **ABSTAINED**.

Application #2: New Testament Baptist Church

Hearing #2(10-1820, 10-1821 & 10-1822): Re-Zoning, Site Plan and Special Use for Property located along Velde Drive with a Legal Description as described in Exhibit "B" in Tazewell County, Illinois.

Open Public Hearing:
Close Public Hearing:

Rezoning Review Committee:
Dick Cohenour, Chairman

Site Plan Review Committee:
Don Hild, Chairman

Special Use Review Committee:
Steve Huey, Chairman

Chairman Bill Craig entertained a motion to table the Application because the Applicant was not able to compile needed information for the Commission.

MOTION by Jim Jones, Seconded by Ron Knautz to Table the Application. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**.

Application #3: City of Pekin

Hearing #3(10-1823): Amendment to Comprehensive Plan.

Open Public Hearing: 6:47pm

Joe Wuellner stated the purpose is to assign the property a use for future Development as Industrial space. Area covered is 2nd to 14th and ½ mile South of Veterans to about Rankin School.

Close Public Hearing: 6:50pm

Ordinance Change Committee:
Don Hild, Chairman

Chairman Bill Craig turned the Amendment over to the Commission in the absence of Don Hild.

MOTION by Ron Knautz, Seconded by Scott Plotner to Approve the Amendment to the Comprehensive Plan as presented. On Roll Call Vote. (5) Five Present Voted **AYE**. (1) One (Jim Bradshaw) Present **ABSTAINED**. **Motion Approved**.

Application #4: Rick Evans Property

Hearing #4 (10-1824): Re-Zoning pending Annexation for Property located SW corner of Koch Street & S 14th Street with a Legal Description as described in Exhibit "C" in Tazewell County, Illinois.

Open Public Hearing: 6:56pm

Ron Sieh presented an enlarged map for the purpose of explaining the rezoning

of and proposed plan for the property.

Daryl Dagit inquired about the overflow of water.

Ron Sieh stated the plans are to keep a 20 acre lake. The city would drain into its own area.

Jim Jones stated the area is mainly blow sand therefore the water would leach into the ground.

Close Public Hearing: 7:07pm

Re-Zoning Review Committee:
Dick Cohenour, Chairman

Chairman Bill Craig turned the Re-Zoning over to the Commission in the absence of Dick Cohenour.

Motion by Jim Jones, seconded by Ron Knautz to Approve the Re-Zoning of four tracks to B-3 (General Business District) and leaving the remaining 104 acres as AG (Agricultural) pending Annexation. On Roll Call Vote. All Present Voted **AYE. Motion Approved.**

Annexation & Classification Review Committee:
Ron Knautz, Chairman

Ron Knautz stated there was no Committee meeting and made a motion.

MOTION by Ron Knautz, Seconded by Jim Jones to Approve the Annexation as presented. On Roll Call Vote. All Present Voted **AYE. Motion Approved.**

Application #5: AT&T, Ben Russell, Representative

Hearing #5(10-1805 & 10-1806): Site Plan and Special Use for a Cell Tower located at 3000 Court Street in Tazewell County, Illinois.

Open Public Hearing: 7:11pm

Lou Caliento, Project Manager of SAC Wireless, Client is Singular/AT&T Mobility. He gave a recap of the project. Due to an objection that arose concerning floor noise, studies were completed by Lawrence Behr and Associates. Lou Caliento introduced Dr Chris Horn who is a Chief Technical Officer of Lawrence Behr and Associates and stated he would present his findings from ground level studies he has performed since his arrival on October 11. All height and setback requirements have been met. The purpose of the tower is to provide areas with coverage currently not available.

Jim Jones asked if there is another area that a tower could be located.

Lou Caliento stated they have exhausted all other locations for this tower.

Dr Chris Horn, 3401 Hillside, High Point, NC 27265 presented his study explaining the different bands and the effects of noise level in several

locations of the city including, 3000 Court (in and outside of the building), Eastside Fire Department (street behind the building), Pekin Hospital (parking lot) and TPCCC (in the street). He gave a visual graphic in his report of the base level and the noise level in the different areas. In conclusion he found the noise level is not adverse or loud and is very normal compared to operable side. Potential of noise induced failures will be very rare from the proposed tower due to his study, highly filtered bands by AT&T and FCC requirements.

Close Public Hearing: 7:30pm

Site Plan Review Committee:
Don Hild, Chairman

Special Use Review Committee:
Steve Huey, Chairman

Daryl Dagit inquired about the two potential vendors deploying sharp filtering.

Lou Caliento stated AT&T owns the tower. All carriers are regulated by FCC. Part of the agreement between vendors is that interference will not take place between signals.

Chairman Bill Craig, gave a brief history stating a letter from Steve Thompson of TPCCC was received in regards to the original application with concerns of noise level interference.

The receipt of the 11 page report and the briefing was appreciated however his recommendation is to Table this issue another month.

This is to allow the Commission an opportunity to review the study received and to have an opportunity to hear some testimony from Steve Thompson on the quality of the cities current communication equipment.

Ron Sieh stated that Steve Thompson is working with Ragan Communications. He feels it would best for the two parties to have an opportunity to also review the 11 page report received tonight. This may help Steve Thompson understand the noise level that was referenced on the October 5th report which caused a red flag, after he received it.

Motion by Jim Bradshaw, seconded by Ron Knautz to Table until November 10, 2010. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Informal Business: Park Complex

Ron Sieh shared the changes to the original plans regarding traffic flow.

Meeting adjourned at 7:50pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
October 13, 2010

HEARING #10-1818

The Pekin Planning Commission recommends the Approval of the Amended Site Plan for a Crematory to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1819

The Pekin Planning Commission recommends the Approval of the Special Use under Uses not included for a Crematory to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1820; 10-1821 & 10-1822

The Pekin Planning Commission Tabled the Rezoning, Site Plan and Special Use for property located along Velde Drive with a Legal Description as described in Exhibit "B" in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1823

The Pekin Planning Commission Recommends the Approval of the Amendment to the Comprehensive Plan as presented to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1824

The Pekin Planning Commission Recommends the Approval of the Rezoning of four tracks to B-3 (General Business District) and leaving the remaining 104 acres as AG (Agricultural) pending Annexation to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1825

The Pekin Planning Commission Recommends the Approval of the Annexation of The Rick Evans Property to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
October 13, 2010

HEARING #10-1806

The Pekin Planning Commission voted to Table and Continue the Public Hearing on November 10, 2010, the Special Use Request for a Cell Tower located at 3000 Court to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special-Use for Crematory at New Proposed Henderson Funeral Home

AGENDA DATE REQUESTED: October 25, 2010

ACTION REQUESTED: Recommendation to approve site plan and special-use for a crematory for the new proposed Henderson Funeral Home at the N. W. corner of Parkway Drive and Velde Drive.

BACKGROUND: April 22, 2010 the Pekin City Council approved a Site plan and Special-use for a New Funeral Home at the N. W. corner of Parkway Dr and Velde Drive. Since then and after the Council approval the owner has discovered that the cost to add on to the building for the crematory at a later date would not be cost effective so he would like to add the crematory as the project starts and develops to save costs.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Increased tax Revenue

IMPACT IF DENIED: None

ALTERNATIVES: Possibly build Crematory at a satellite site which would not be feasible or cost effective.

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

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

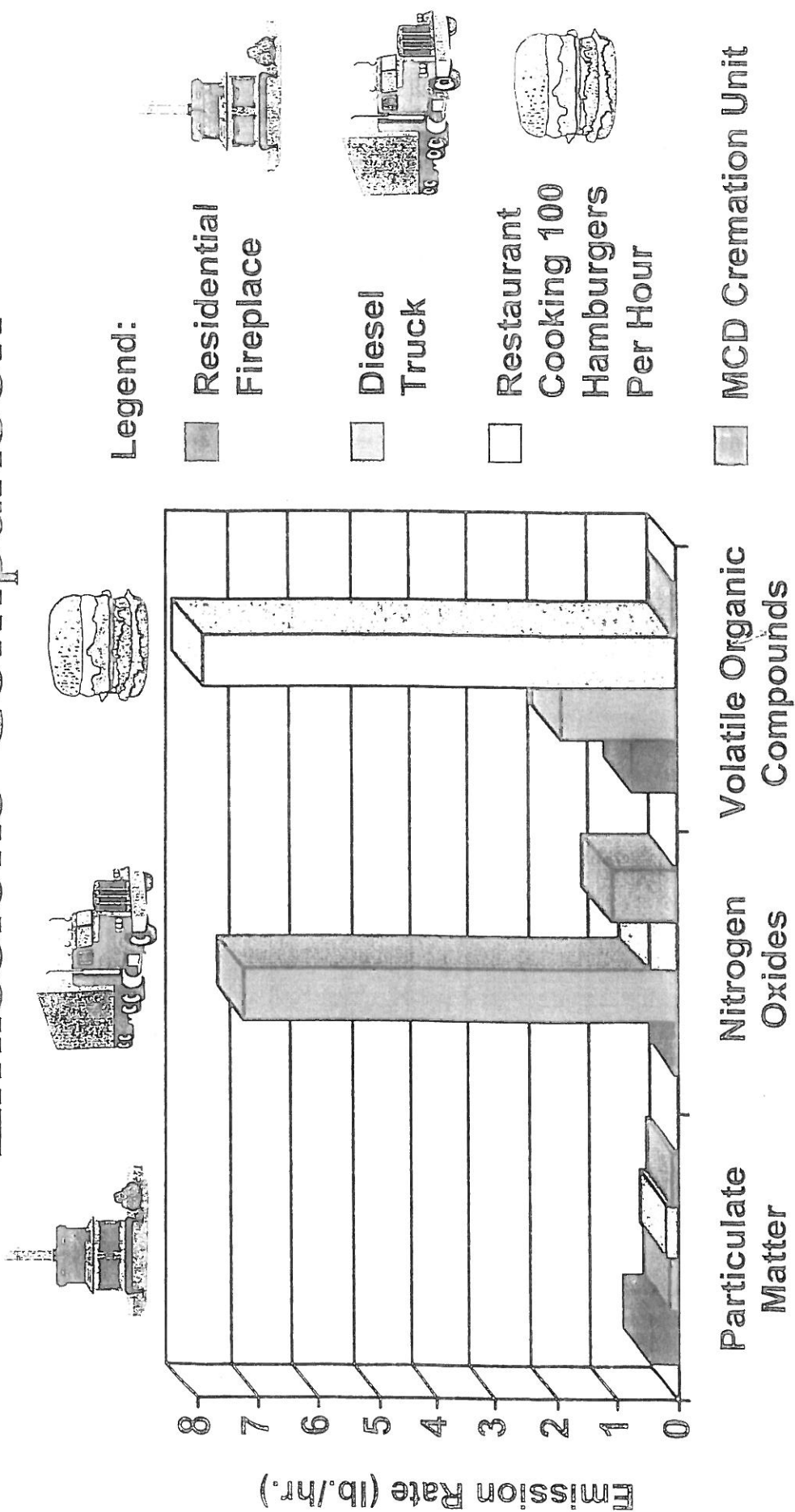
_____ Date

(Certification of Review)

City Manager

_____ Date

Emissions Comparison



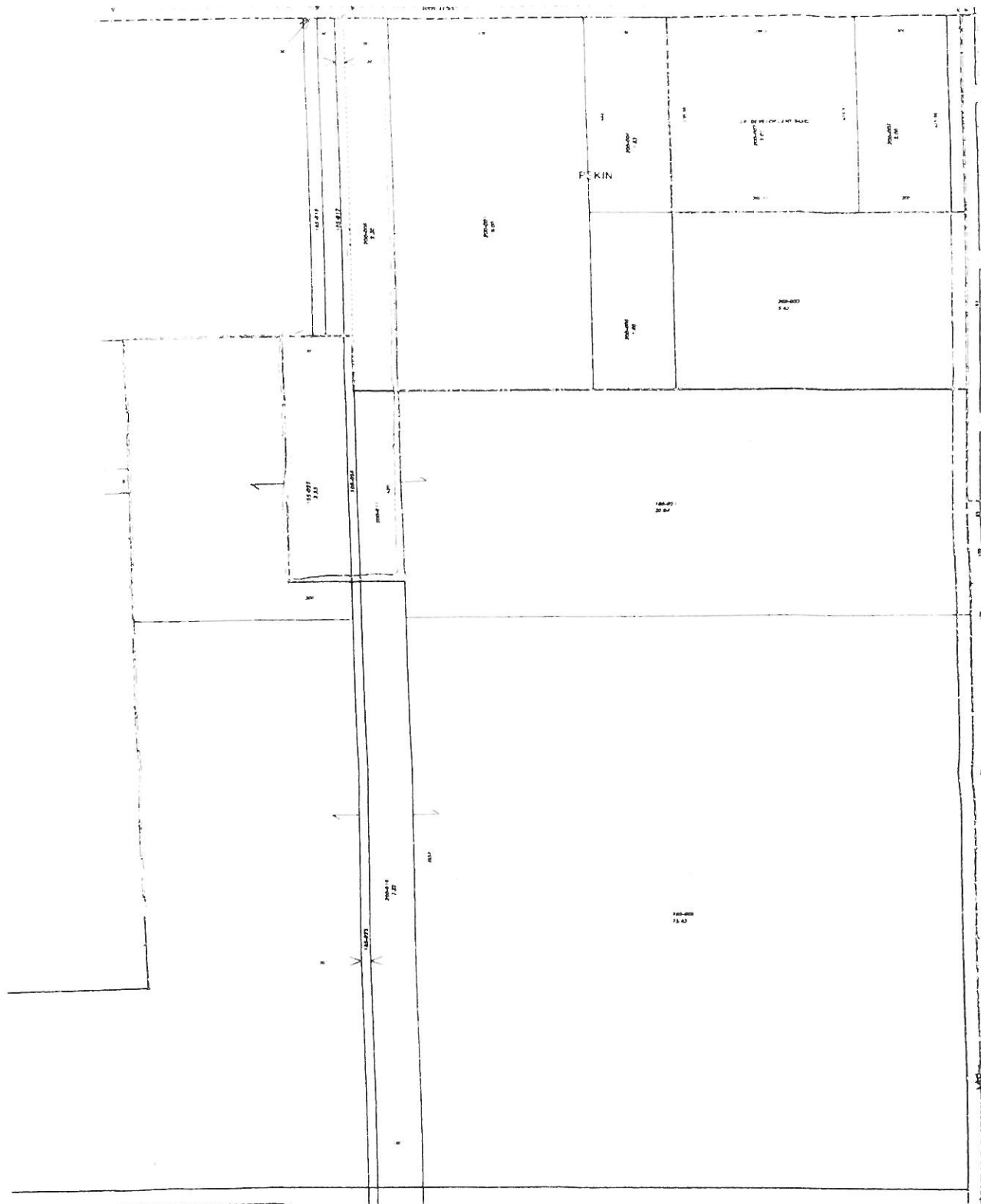
Source: U.S. Environmental Protection Agency, Office of Air Quality Planning and Standards, Research Triangle Park, North Carolina. Data derived from the National Emissions Inventory, 1990.

"Exhibit A"

LEGAL DESCRIPTION OF A 2.841 ACRE TRACT (PART PIN 04-04-25-100-033)

PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 184 OF MARIGOLD ESTATES, PHASE TEN (10), A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FIVE (25), AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "BBB", PAGE 137 IN THE TAZEVELL COUNTY RECORDERS OFFICE, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 224 OF MARIGOLD ESTATES, PHASE 12 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "DDD", PAGE 96 IN THE TAZEVELL COUNTY RECORDERS OFFICE; THENCE SOUTH 89°-56'-15" EAST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE NORTH LINE OF SAID MARIGOLD ESTATES, PHASE 12, 191.06 FEET; THENCE SOUTH 58°-00'-00" EAST, ALONG THE NORTHERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 460.00 FEET; THENCE SOUTH 00°-00'-00" WEST, ALONG THE EASTERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 175.00 FEET; THENCE SOUTH 67°-00'-00" EAST, 171.76 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 67°-00'-00" EAST, 168.24 FEET; THENCE SOUTH 89°-58'-44" EAST, 80.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF PARKWAY DRIVE; THENCE SOUTH 02°-54'-01" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.19 FEET; THENCE SOUTH 07°-34'-25" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 124.26 FEET; THENCE SOUTH 00°-01'-39" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 85.35 FEET THENCE SOUTH 43°-29'-03" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF LICK CREEK DRIVE, 41.01 FEET; THENCE SOUTH 89°-42'-57" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 295.55 FEET; THENCE NORTH 00°-17'-04" WEST, 218.61 FEET; THENCE NORTH 18°-54'-50" EAST, 250.44 FEET; TO THE POINT OF BEGINNING SAID TRACT CONTAINING 2.841 ACRES, MORE OR LESS.





REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Amendment to Comprehensive Plan

AGENDA DATE REQUESTED: October 25, 2010

ACTION REQUESTED: Recommendation to approve amendment to the Comprehensive Plan

BACKGROUND: The Comprehensive plan was updated in November of 2009. Now with a possible growth area to the South and west the comprehensive plan needs to be updated again to accommodate future growth in this area. This is required if the City continues with the establishment of the I.P.C.-T.I.F.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Allows the T.I.F. process to continue.

IMPACT IF DENIED: Part of proposed T.I.F. could not have been incorporated into the plan.

ALTERNATIVES: None

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

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

AMENDMENT TO THE CITY OF PEKIN COMPREHENSIVE PLAN

South Industrial Study Area

November 11, 2009

Prepared by:

PGAV

CONSULTING

ST. LOUIS, MO ♦ KANSAS CITY, MO

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SECTION I

INTRODUCTION

Pursuant to Illinois Municipal Code, (65 ILCS 5/11-12-4 *et. seq.*), municipalities are authorized to adopt a comprehensive plan for the present and future development or redevelopment of the municipality. The authority to "plan" is statutorily separate from the authority to adopt zoning regulations. A comprehensive plan may be adopted for the entire municipality or for separate geographical or functional parts of the community. It may also include all or any part of the contiguous unincorporated area within one and one-half miles from the corporate limits of the municipality.

The City of Pekin Comprehensive Plan (the "Comprehensive Plan") was last updated in 2006. In the short time since this update was completed and adopted by the City, conditions have changed related to a proposed expansion of Riverway Business Park and nearby areas in the southern portion of Pekin. The completion of the Hannah Drive extension, annexation issues and economic development opportunities have led the City to re-evaluate the City's land use planning policy for portions of the City in this general area to ensure they are consistent with current and future community needs.

The City of Pekin (the "City") has embarked on an economic development program that includes a proposed Tax Increment Finance ("TIF") District as authorized by the Illinois Municipal Code (65 ILCS 5/11-74.4-1 *et. seq.*). The proposed TIF District would qualify as an "industrial park conservation" (or "IPC") Area and is referred to as the proposed South Industrial Park Conservation TIF Area (the "South IPC TIF Area"). The northern boundary of the South IPC TIF Area is contiguous with the City's existing Central Business District TIF and extends south to include existing riverfront industrial facilities and east to include primarily vacant land proposed to accommodate expansion of the Riverway Business Park.

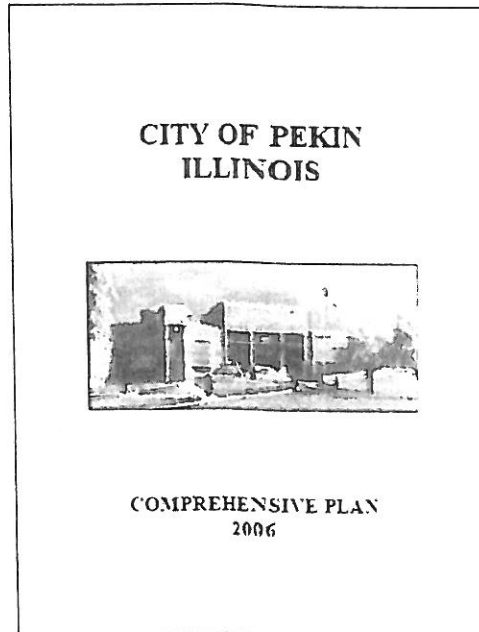


Figure 1. Cover of 2006 Comprehensive Plan

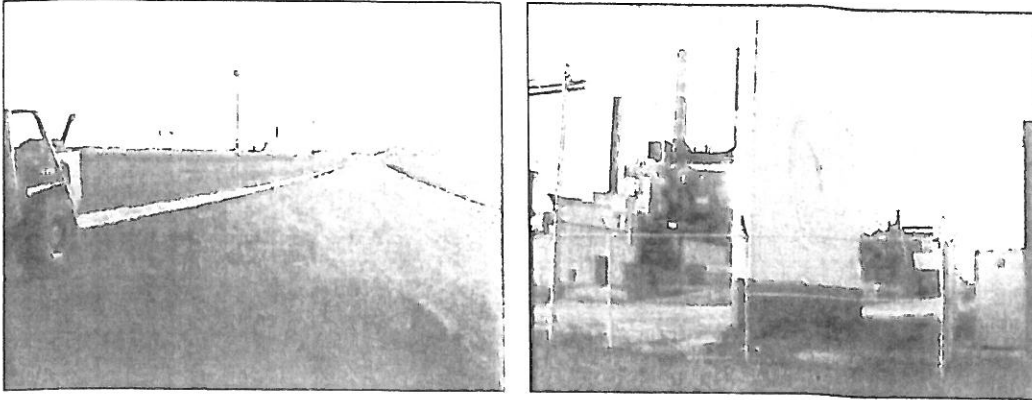


Figure 2 Additional infrastructure construction, such as the Hannah Drive extension pictured at left, will be required to facilitate new development in the South Industrial Area, and reinvestment in existing industrial operations (including the plants west of 2nd Street, pictured at right) is needed to ensure the Area's continued economic viability

This document and attached exhibits shall be referred to as the Amendment to the City of Pekin Comprehensive Plan for the South Industrial Area (the "South Industrial Plan Amendment" or "Plan Amendment"). The study area for this South Industrial Plan Amendment is the same boundary proposed for designation as the South IPC TIF Area. Formal amendment of the City's Comprehensive Plan is necessary to ensure that the City's land use policy for this area is up to date with the current redevelopment efforts proposed by the City, including the proposed general land use plan for the South IPC TIF Area.

Note that the comprehensive plan and zoning, although related, are often confused as being one and the same. The following provides a summary of the differences and how they interrelate.

Purpose of Planning and Zoning

In very general terms, planning can be defined as a scheme for making, doing or arranging something. A comprehensive plan, in essence, sets the framework for guiding future development (e.g., what type and where various land uses should occur). The plan is a **policy** document that recommends the future physical make-up of a community. It is normally "comprehensive" in scope, whereby land use, major streets, parks and open space, etc. are integrated into a unified scheme.

Zoning is the **legal** tool a municipality uses to regulate land use. The City is afforded this regulatory authority under 65 ILCS 5/11-13-1 et. seq. Specifically, a zoning ordinance regulates items relating to the use of land, height and size of buildings, size of lots, size of yards (building setbacks), parking, etc. It establishes

definitions, standards, and procedures for a municipality to review and approve specific land developments.

Zoning regulations should be based on a sound and rational plan for the community, although this is not a statutory requirement in Illinois as it is in some other states. However, case law reveals that land development control regulations cannot be arbitrary and capricious. For these reasons, it is imperative that a community carefully consider its development policies and adopt a comprehensive plan that reflects these policies. If done properly, the plan will provide a strong foundation for the City's zoning authority.

Reasonable but relatively stringent land use control also helps encourage private development. Municipal land use planning and associated development regulation allows an individual or business to invest in residential or commercial property with confidence about the future land use pattern on and around the property in question. **Exhibit A** on the following page provides a summary of the key respective features of a comprehensive plan and a zoning ordinance.

Exhibit A

SUMMARY OF PLANNING AND ZONING

COMPREHENSIVE PLAN	ZONING ORDINANCE
1. Serves as a guide for decisions concerning the community's physical development. 2. Takes a comprehensive approach to a wide range of community development issues (e.g., land use, major streets, parks & open space, etc.) 3. Designed to reflect community development goals and objectives. 4. Recommends location and intensity of land uses, major street improvements, parks and open space, etc. 5. Provides a rational basis for administering the zoning ordinance and other development regulations. <i>The plan is a "POLICY" document</i>	1. Is the legal tool for achieving community development goals & objectives established through the planning process. 2. Regulates specific items relative to land development: a. use of land b. height and size of buildings c. size of lots d. yards and other open space e. buffers between incompatible land uses f. parking 3. Establishes definitions, standards and procedures for reviewing and approving land development. <i>The zoning ordinance is a "LEGAL" document</i>

SECTION II

LAND USE PLAN

The South Industrial Study Area is made up of a combination of existing industrial, commercial, and a few residential properties as well as vacant land suitable for development with industrial uses. Although there are conditions in the Study Area that impede development and investment in this Area, it also has the potential for significant redevelopment and new development due to its proximity to the existing Riverway Business Park (the site of several successful development projects in recent years), access to Illinois Route 23, and the prospect of construction of Veterans Parkway, which would expand and realign a portion of VFW Road at the south edge of the Study Area.

To encourage and support the necessary public and private investment in the South Industrial Study Area and to facilitate industrial and commercial development, the City is considering establishment of a new TIF Area to assist the City in financing needed infrastructure improvements, site preparation, storm water detention facilities, building rehabilitation, and other extraordinary costs. Other available resources should also be employed when possible advance economic development objectives and aid in offsetting the costs of public infrastructure.

Land Use Recommendations

Exhibit B, entitled *Land Use Plan – South Industrial Study Area*, illustrates the proposed general land use type for land located in the Study Area. This South Industrial Plan Amendment recommends renovation and enhancement of existing industrial buildings and facilities, redevelopment of obsolete or deteriorated structures, and development of new industrial or commercial projects. Some residential properties currently zoned for industrial use are recommended for eventual conversion to commercial or industrial use, consistent with the policies of this Plan Amendment and subject to city zoning and development regulations.

Industrial

The Industrial land use classification, denoted with a solid purple pattern on Exhibit B, covers most of the existing improved industrial properties in the Study Area. Continued industrial use is recommended for these parcels. Reinvestment in and expansion of facilities, subject to all applicable zoning requirements for setbacks and maximum development intensity, should be encouraged on these properties. Reinvestment is needed on many of the existing improved industrial

properties, and the City should encourage building renovation, equipment upgrades, and other investments that expand job opportunities and build the long-term economic base of the community.

In addition to improved properties, the Industrial land use classification on Exhibit B also covers a few vacant parcels zoned I-1, Light Industrial. Industrial development consistent with the I-1 use regulations is recommended for these vacant parcels. The I-1 statement of intent provides that this district is intended to accommodate "manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semi-finished products from previously prepared material," in addition to other permitted uses. Development on vacant parcels designated as Industrial should be constructed to a high standard, in recognition of the importance of the Riverway Business Park as a key community asset. Land uses that will add quality employment opportunities should be especially encouraged at these locations.

Planned Industrial/Business Park

Those vacant parcels in the Study Area zoned Planned Unit Development (PUD)—Business Park are designated with the Planned Industrial/Business Park pattern on Exhibit D. Additional land anticipated to be annexed and rezoned as PUD—Business Park in accordance with the Pekin City Code is also recommended for Planned Industrial/Business Park use.

Development in keeping with the intent of the PUD—Business Park zoning district, which is "to encourage developments which possess greater amenities than that resulting under standard zoning district requirements", is also proposed as part of this Plan Amendment. A mix of industrial, office, and other commercial uses, in a range of possible building types and layouts are proposed as part of coordinated, planned development efforts including these parcels. Development of these parcels should be planned in such a way as to provide for the most efficient provision of vehicular access and the necessary utilities.

Commercial/Industrial

Some improved portions of the South Industrial Study Area, especially smaller lots and parcels in the northern portion of the Area are designated for Commercial/Industrial use on Exhibit D (as denoted by the purple and red stripe pattern). This land use classification acknowledges that the location and smaller size of the designated parcels would make many industrial uses impractical or undesirable. However, other job-generating commercial uses would be appropriate and in keeping with the community's economic development strategy.

A range of commercial uses, including commercial service uses, certain retail operations, or specialized light industrial facilities would be appropriate for development (or redevelopment) on parcels with Commercial/Industrial designation on Exhibit D. Improvement of some existing structures in the Commercial/Industrial portion of the South Industrial Study Area should be encouraged. However, there are a number of deteriorated or vacant structures that can now be considered obsolete. In these cases, demolition and construction of new buildings would be a better means of achieving this Plan Amendment's objectives of increased investment and economic activity.

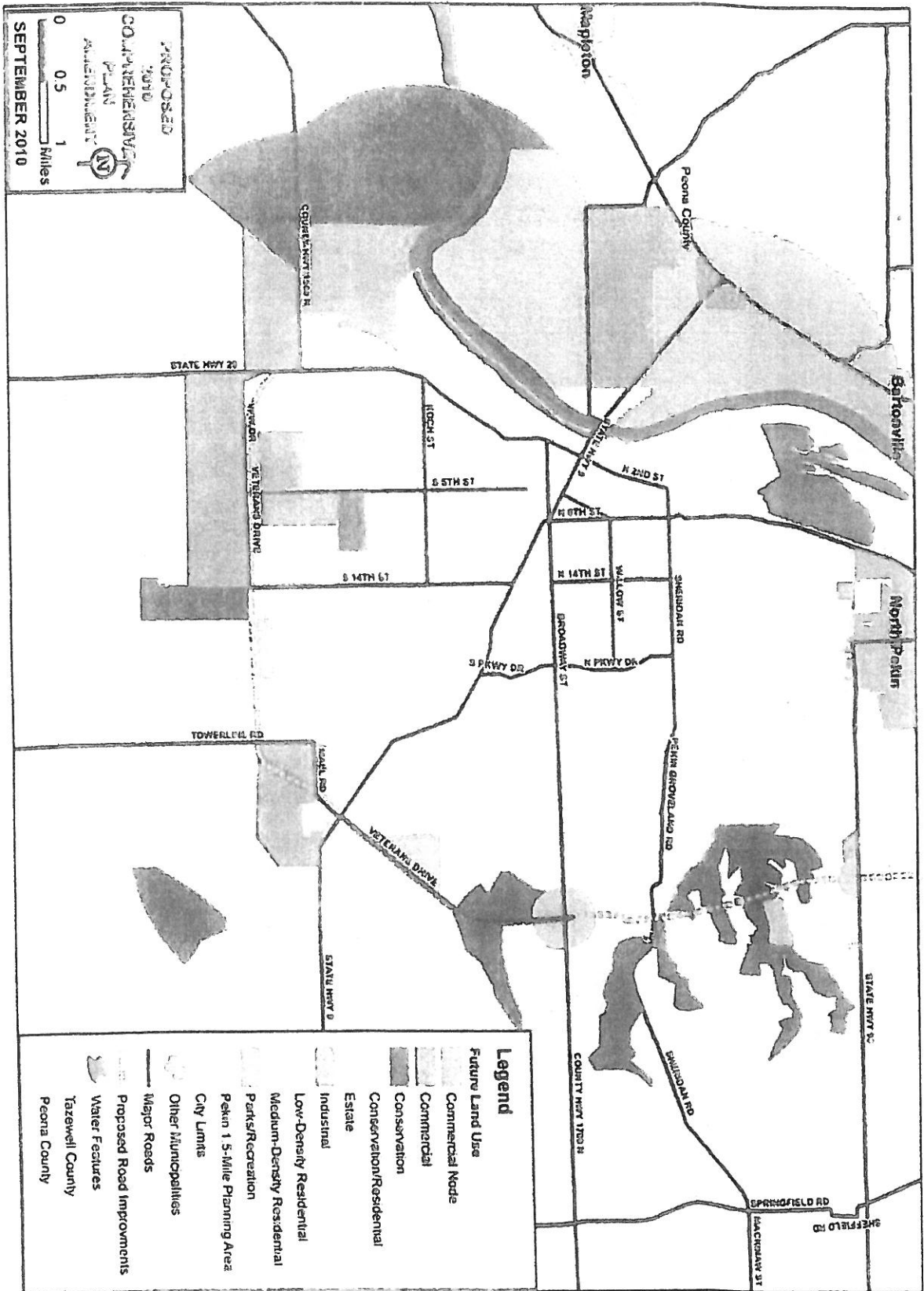
Non-conforming Situations

It is not the intent of this South Industrial Plan Amendment to eliminate existing land uses that do not conform to the recommendation provided in the Land Use Map. The intent is to prohibit the expansion of certain uses and to promote changes in use where appropriate. Existing non-conforming uses may remain until such time that they are no longer viable for their current use and are redeveloped in a manner consistent with this Amendment to the City of Pekin Comprehensive Plan.

Implementation

The first official action toward plan implementation is the adoption by the Pekin Planning Commission and City Council of this plan document as the general statement of land development policy within the South Industrial Study Area. This action formalizes this plan document as being the current policy for the general development patterns in this planning area of the community. Note that this Plan Amendment is intended to update and supplement the City's current Comprehensive Plan. All policies and recommendations, including land use designations, provided in the Comprehensive Plan that are not in conflict with this Amendment shall remain as official City policy.

The City's zoning ordinance serves as one of the principal mechanisms for implementing the South Industrial Plan Amendment. The City should review and update the zoning ordinance (including the official zoning map) in the context of this land use policy. Such a re-evaluation would help prevent conflicts between the zoning ordinance and the policies of the South Industrial Plan Amendment.





REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-zoning of recently annexed land at the corner of 14th Street & Koch Street heading south and west.

AGENDA DATE REQUESTED: October 25, 2010

ACTION REQUESTED: Recommendation to approve re-zoning of 110 +/- acres of land recently annexed into the City of Pekin from Tazewell County zoning classification to City of Pekin zoning classification per the recently approved annexation agreement.

BACKGROUND: Negotiations have been ongoing for an annexation agreement of this property for several years due to the residential growth of the property adjacent to the 110 acre parcel. The negotiations included a 5 acre gift of property to the City of Pekin along with the road right-of-way for the extended Petri Lane and a payback mechanism for the new road.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Increase in tax base and tax revenue as property develops.

IMPACT IF DENIED: None

ALTERNATIVES: None

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

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

ORDINANCE NO. 1568-A183-10/11

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

WHEREAS, RICK EVANS, LLC, an Illinois Limited Liability is the owner of the parcels herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current Tazewell County Zoning Classifications to the following:

TRACT	ACRES	ZONING
2	0.59	B-3 (General Business)
3	2.25	B-3 (General Business)
7	0.96	B-3 (General Business)
9	2.29	B-3 (General Business)
REST	104	AG (Agricultural)

WHEREAS, the City of Pekin has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on September 22, 2010, in the Peoria Journal Star, Pekin, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on October 13, 2010, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby rezoned as B-3 (General Business) except 104 Acres as AG (Agriculture) until such time by agreement of

the parties a residential classification will be determined when the owner is ready to move forward with sales and development:

Tract #1

10-10-11-105-023

Section 11 T24N R5W, E 20' of E $\frac{1}{2}$ of NW $\frac{1}{4}$ (EXC 1374') .59 acres

Tract #2

10-10-11-105-024

Section 11 T24N R5W E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ (EXC N 830') .25 acres

Tract #3

10-10-11-105-022

Section 11 T24N R5W 2.25 acre tract lying in S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$

Tract #4

10-10-11-105-028

Section 11 T24N R5W SW $\frac{1}{4}$ NE $\frac{1}{4}$ (EXC RR & TWP) & SE $\frac{1}{4}$ NW $\frac{1}{4}$
(EXC NWLY TRACT) 69.95 acres

Tract #5

10-10-11-105-030

Section 11 T24N R5W PT S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & SLY PT of NW $\frac{1}{4}$ of NE $\frac{1}{4}$
(EXC RR & NWLY TRACT) 25.15 acres

Tract #6

10-10-11-200-010

Section 11 T24N R5W S 1400' of W 100' of W $\frac{1}{2}$ of NE $\frac{1}{4}$ 3.22 acres

Tract #7

10-10-11-200-011

Section 11 T24N R5W SLY 420' Strip of W 100' of W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$.96 acres

Tract #8

10-10-11-200-003

Section 11 T24N R5W S 5.43 acre parcel N $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ 5.43 acres

Tract #9

10-10-11-200-006

Section 11 T24N R5W E 20' of N 830' of E $\frac{1}{2}$ NW $\frac{1}{4}$; also N 830' of W 100' of W $\frac{1}{2}$
NE $\frac{1}{4}$ 2.29 acres

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement with Crawford, Murphy, & Tilly (CMT) for Pavement Rehabilitation

AGENDA DATE REQUESTED: October 25, 2010

ACTION REQUESTED: Approve agreement with CMT to perform construction engineering support work for the rehabilitation of the T-Hangar pavement areas and special services for prior land acquisition.

BACKGROUND: The Pekin Airport receives an annual federal allotment for work associated with the pavement, lighting, and other airfield items. This allotment covers engineering and construction work needed at the airport with only a 2.5% match from the City. Over the years, we have been able to totally rehabilitate the runway and taxiways with a minimal cost to us. Since the major portions of the paved areas have been addressed, we are in a position to start the rehabilitation of the ramp areas which includes the pavement between the hangars. The agreement with CMT is to provide the required construction support engineering for the ramp rehab project and additional support to help acquire reimbursement for land acquired. The cost for these functions is not to exceed \$51,850. This cost is included in the total cost of the project and is not an additional cost to the City. Work on the land acquisition reimbursement will result in the City receiving a credit that can be applied to future airport work.

CMT has been providing us with excellent service over the years and I recommend that this agreement be approved.

FINANCIAL IMPACT: None as costs are included in the overall project costs.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will have the certified personnel available to perform required testing.

IMPACT IF DENIED: Will not be able to inspect the contract without further training.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph Wallace 10/19/10
Date

Finance Department

Angela Evans 10-19-10
(Certification of Availability of Funds) Date

Corporation Counsel

(Signature) (Certification of Review) Date

City Manager

Dan Kelly 10/19/10
Date

AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES FOR AIRPORTS
Prepared 10/05/2010

☐ PRELIMINARY - DESIGN PHASE ☒ CONSTRUCTION PHASE
☐ DESIGN PHASE ☒ SPECIAL SERVICES

THIS AGREEMENT, made at Pekin, Illinois, this _____ in the year 2010, by and between the City of Pekin (hereinafter referred to as the "Owner"), and Crawford, Murphy & Tilly, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH:

The Owner intends to sponsor the accomplishment of a construction project for the development of a public air navigation facility known as the Pekin Municipal Airport, in Tazewell County, State of Illinois; and

The construction project shall be identified as the Illinois Project No. C15-3990;

AIP Project No. 3-17-0078-B11; the following detailed project description:

REHABILITATE ALL T-HANGAR PAVEMENTS

and (a sketch of the proposed work, labeled Attachment "P" shall be attached).

The Department of Transportation, Division of Aeronautics, State of Illinois is authorized Agent of the Owner (it shall be hereinafter referred to as the "Division");

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the aforesaid construction project.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Consultant agrees to furnish and perform the various professional engineering services required for the preparation of the above referenced project as follows:

~~(A.) PRELIMINARY PHASE NOT USED~~

~~This phase includes all activities required for defining the scope of this project.~~

~~Meetings~~

- ~~1. Conferring with the Sponsor and other regulator agencies on the project requirements, finances, schedules and early phases of the project.~~

~~Surveys & Studies~~

- ~~2. Planning, procuring and/or preparing necessary surveys, geological and field investigations and architectural and engineering studies required for preliminary design considerations.~~

~~Preliminary Design~~

- ~~3. Developing preliminary design, schematics, sketches and aesthetic considerations, project recommendations, preliminary layouts and cost estimates.~~

~~Preparing Documents~~

- ~~4. Assist in preparation of the documents for the application.~~
- ~~5. Furnish other consultant services which may be required by the Owner as follows:~~

~~(B.) THE DESIGN PHASE~~

~~This phase shall include all activities required to accomplish a complete project design.~~

~~MEETINGS~~

- ~~1. Conduct and/or attend design meetings to obtain information in order to resolve design matters, with the Sponsor and regulatory agencies and others as required.~~

~~2. FIELD SURVEY~~

~~Furnish and perform all engineering reconnaissance and field surveys including soils investigations and testing necessary for the preparation and development of plans and specifications (in accordance with Attachment K).~~

~~3. PLANS AND SPECIAL PROVISIONS AND ENGINEERING REPORT~~

~~Prepare and furnish complete construction plans, Special Provisions and Engineering Report (in accordance with Attachment E), detailed estimate of cost and working/calendar day flow chart, for the particular construction authorized in this Agreement. Final plans and specifications shall be submitted within _____ calendar days of the issuance of the Notice to Proceed from the Owner.~~

~~4. CLARIFICATION OF PLANS~~

Render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

5. ~~NUMBER OF PLANS~~

~~The Consultant shall furnish the number of plans and special provisions required for the review process. The Consultants shall also supply one set of acceptable plans full size to the DIVISION and (1) one additional set of half size for the letting (unbound). They shall also supply (2) two sets of plans to the Owner. The Consultant shall also furnish seven (7) sets of the Construction Activity Plan and five (5) sets of plans to the Contractor of full size drawings after award. Any other copies may be at cost.~~

6. ~~BIDDING ASSISTANCE~~

~~The Consultant shall assist the Sponsor and/or Division in the bidding process and analyzing the bid results. This may not be limited to reviewing alternate design considerations and meetings with the Contractor.~~

(C.) **CONSTRUCTION PHASE**

This phase shall include all basic services after the award.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the Contractor(s) for compliance with design concept and forward by the Consultant (with the recommendation for approval) to the Division for final approval (5 copies). (4 copies) will be returned for the Consultants (with approved stamped) for use and distribution.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings (as built) within thirty (30) days after the official Notification from the Division of Official Acceptance of the Construction Work; and after approval by the Division, furnish said Division with two (2) sets of such record drawings.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the Division of Aeronautics and the Manual for Documentation of Airport Materials published February 6, 1997 and/or the latest edition by the Division. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Division for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted all required certifications and test results to the Division, and the Consultant shall have signed the Division's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference who shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2b thru 2f below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Division (Attachment F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Division) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- (1) Performance of all acceptance and quality assurance tests when required by Division policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Division; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Division within three (3) working days of the date the test was conducted.
- (2) Inspection of all construction to determine that the work was done in substantial accordance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Division; the Resident Engineer shall recommend the orders.
- (3) Preparation and forwarding to the Division of all periodic project reports required by the Division. Weekly construction reports will be submitted to the Division, within three (3) calendar days of the end of the Contractor's work week.

- (4) To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- (5) To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Division shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

d. SEMI-FINAL AND FINAL INSPECTION

Rendering of a semi-final inspection report including a punch list of uncompleted items and electrical checklist, (if applicable), on the project work to the Division and the Owner. A final report or reports shall certify to the Division and the Owner, that the work involved has been done in substantial accordance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE OWNER

Endeavor to safeguard the Owner against the defect and deficiencies on the part of the Contractor, the Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that the work has been substantially done in accordance with the approved plans and specifications and advise the Owner and/or the Division in writing of any noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the Contractor; nor is the Resident Engineer responsible for the superintendence of the Contractor's work or any acts of the Contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Owner, including sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Division will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III (B). of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests

required by the Division under this paragraph are to be mailed to the Division within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

All final quantities associated with the accepted construction work shall be submitted to the Division within fourteen (14) days after acceptance of the construction work.

(D.) SPECIAL SERVICES

The development of some projects may involve activities or studies outside of the scope of the basic design services, routinely performed by the Consultant; those activities may be as follows:

1. Special (non-routine) soil investigations, destructive and non-destructive testing, including pavement sampling, laboratory tests, related analysis and reports.
2. Land and photogrammetry surveys and topographic maps.
3. Special drainage, environmental studies and analyses.
4. Preparation of property maps and/or updates.
5. Revised Airport Layout Plan
Upon completion of the development performed under this project, the Consultant shall prepare and furnish a revised Airport Layout Plan indicating the development is existing in lieu of proposed. Six (6) prints of such plan shall be furnished to the Division for proper distribution. After the approvals of the Division and FAA have been obtained and names placed on the Airport Layout Plan along with a notation indicating the date of the latest revisions, the tracings and/or computer disks shall become the property of the Owner and shall be delivered to the Owner by the Consultant.
6. Expert Witness
Provide assistance, as required and requested, to the Owner, the Division, as an expert witness in litigation arising from the development or construction associated with the project.
7. Furnish Other
Special Services as required for this project:

SS2 Land Acquisition Reimbursement

(E.) NOTICE TO PROCEED

The Consultant shall not commence any phase of the work until the Consultant is issued a notice to proceed (in writing).

(F.) **DETAILED SCOPE OF SERVICES**
(See Attachments A-2, B-2, C-2 and D-2).

II. **CONSULTANT COMPENSATION**

The Owner agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard invoice forms (attached). BURDEN AND OVERHEAD RATES ENTERED INTO THE AGREEMENT WILL BE IN EFFECT FOR THE LENGTH OF THE CONTRACT AND WILL NOT BE ADJUSTED. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT.

A. **PRELIMINARY PHASE – NOT USED**

~~For services outlined in Section I, Preliminary Phase, cost plus a fixed payment of \$ _____, total amount not to exceed \$ _____, unless a major change or addition to the scope of work is required or extensions of time for completion of the project. The payment of this fee shall be made in monthly installments submitted and approved by the Owner and the Division. The final charges shall be submitted after the Preliminary Phase has been performed and approved by the Owner and/or Division if (applicable). This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be eligible for reimbursement by the Division unless extended by the Division.~~

B. **DESIGN PHASE**

~~For services outlined in Section I, Design Phase~~

~~a. A lump sum payment of \$ _____ unless a major change or addition to the scope of work is required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Consultant and the participating agencies. The fee shall be paid as a Lump Sum when the final plans, special provisions, engineering report and estimate of cost are approved by the Owner and/or Division if applicable.~~

~~b. Cost plus a fixed payment of \$ _____, total amount not to exceed \$ _____, unless a major change or addition to the scope of work is required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The fee shall be paid in monthly or incremental until final construction plans, special provisions, engineering report and estimate of construction costs are approved by the Owner and/or Division if applicable. Final charges shall be submitted within 60 days after award of the construction contract. Any submittal after this time shall not be eligible for reimbursement by the Division.~~

C. **CONSTRUCTION PHASE**

For services outlined in Section I, Construction Phase, cost plus a fixed payment of \$3,010.00 total amount not to exceed \$38,000.00, unless a major change or addition to the scope of work is required or extension of time for completion of the project is required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The payment of this fee shall be made in monthly installments submitted to and approved by the Owner (and/or Division if applicable). The final charges shall be submitted within 45 days after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the

engineering fee vs. the Contractor's progress. Any submittal after this time shall not be eligible for reimbursement by the Division unless extended by the Division.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Owner (and/or Division if applicable).

D. SPECIAL SERVICES – SS2 – Land Acquisition Reimbursement

For services outlined in Section I, Special Services Phase, cost plus a fixed payment of \$1,200.00, total amount not to exceed \$13,850.00, unless a major change or addition to the scope of work is required or extensions of time for completion of the project are required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The payment of this fee shall be made in monthly installments submitted to and approved by the Owner. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Division of acceptance of other non-construction projects unless extended by the Division.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

The Owner by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Owner may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at the attached hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated

under Section II(E)(1), the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Owner (and/or the Division if applicable), and the said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Owner (and/or the Division if applicable), and an amendment to the Agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Owner (and/or the Division if applicable).

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons arising out of the negligent prosecution of his work under this agreement and shall indemnify and save harmless the Owner, (and/or the Division if applicable), their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional work as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Owner (and/or the Division if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Owner. If any information is used by the Owner or another consultant such use or reuse by the Owner or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. NOTICE TO PROCEED

It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish engineering services on any phase of the Agreement under the terms heretofore provided in this agreement, after the Notice to Proceed has been given in writing by Owner (and/or by the Division acting as the Owner's Agent).

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this Agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Owner nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Owner (and/or Division as applicable), and after all final engineering charges have been paid to the Consultant. Payment liability by the State is as outlined in above sections.

I. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Consultant is in the exclusive possession of another who fails or refuses to

furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to--
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the sponsor and/or Division to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

MINORITY BUSINESS ENTERPRISE (MBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
2. MBE Obligation. The Consultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which

adequate books, records, and supporting documentation are not available to support their purported disbursement. (ILLINOIS PURCHASING ACT 30 ILCS 505/6 (i)).

K. CERTIFICATION OF CAPACITY TO CONTRACT

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT 30 ILCS 505/11.1.

132.11-I. Contracts with State officers or employees -
Prohibition - Exceptions - Penalty

11.1 It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not more than \$2,500.

The appropriate Certification of Capacity to Contract will be executed on Page 17.

L. THE CONSULTANT SELECTION

The City of Pekin hereby certifies that it has completed the consultant selection procedures in accordance with the requirements of:

1. 49 CFR 18
2. AC 150/5100-14C (or latest) Procedures for Selection of Consultants.
3. "Consultant Selection Procedures" as published by the Illinois Division of Aeronautics and approved for use by the FAA.

The firm of Crawford, Murphy & Tilly, Inc. of Springfield, Illinois has been selected to provide the engineering services required for the project on

July 12, 2007

(DATE)

M. AMENDMENTS TO THE AGREEMENT

Any amendments to the Agreement which increase or decrease the fee by at least \$10,000 or the time of performance by thirty days must contain one of the following written determinations depending upon the circumstances of the change:

- a) The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- b) The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
- c) The undersigned determine that this change is in the best interest of the State and is authorized by law.

Date

Sign Name/Title

Print Name/Title

Firm

N. **CERTIFICATION OF CONSULTANT**

I hereby certify that I am the Sr. Vice-President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 West Washington Street, Springfield, Illinois 62702, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

- (a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.
- (b) it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Oct 15, 2010
Date

Michael J. Doerfler
Sign Name

Michael J. Doerfler
Print Name

Sr. Vice-President
Title

O. **FEDERAL TAXPAYER IDENTIFICATION NUMBER**

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844662. (I am)
(This firm is) doing business as a (please check one):

_____ Individual _____ Partnership _____ X Corporation"

P. **DBE Participation**

In keeping with the DBE plan adopted by the Owner, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract and shall not discriminate on the basis of race, color, national origin or sex in the award and performance of subcontracts. DBE firm(s) will be selected from those approved by Illinois Department of Transportation's Bureau of Small Business Enterprises.

For the project described on page one of this agreement the following firm(s) may be utilized to fulfill the DBE requirement of this contract:

<u>Firm</u>	<u>Description of Work</u>	<u>Subcontract Amount (\$)</u>
1. _____		
2. _____		

Total DBE Participation \$ _____ Final to be determined _____

NOTE:

All final payments requests shall contain completed form AERO 2115-E (Attachment O) of this contract or the complete information on the Consultant's format.

Q. **DISCRIMINATION**

The CONSULTANT agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. **DUES/FEES TO CLUBS WHICH DISCRIMINATE**

The CONSULTANT of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

S. **CONFLICT OF INTEREST**

The CONSULTANT agrees to comply with the provision of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 505/11.1-11.5) and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

The CONSULTANT certifies that if he/she or the business entity have been convicted of a felony, at least one year has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The CONSULTANT must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

#IDHR PC-1/IL 442-0010). IDHR # 93788-00-0 .

V. EDUCATIONAL LOAN DEFAULT

The CONSULTANT certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan (DEFAULT ACT 5 ILCS 285).

W. DRUG FREE WORKPLACE

If the CONSULTANT has 25 or more employees, the following certification shall apply and, by signing this bid, the CONSULTANT certifies as follows:

The CONSULTANT certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act") (30 ILCS 580). Specifically, CONSULTANT certifies he will do the following:

- (a) Publish a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANTS workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the CONSULTANTS policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- (d) Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- (f) Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- (g) Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the CONSULTANT further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

- X. The CONSULTANT certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Section II.I of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.II-I), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section II.I or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being ~~a duly elected CEO and the~~ ^{§ CEO} duly elected Sr. Vice President of Crawford, Murphy & Tilly, Inc., a corporation, hereby certify that they have read Section II.I of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

15th day of Oct, AD, 20 10

CRAWFORD, MURPHY & TILLY, INC.
Corporation Corporate Seal

Signed By:

Brian R. Naiston
CEO

Signed By:

Michael J. Doerfler
Sr. Vice President

Print Name:

BRIAN R. NAISTON

Print Name:

Michael J. Doerfler
Sr. Vice President

NOT APPLICABLE

(Partnerships and Non-Corporate
Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of _____, hereby certify on behalf of themselves individually, that they have read Section 11.1 of the Illinois Purchasing Act and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee, an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 19____

_____ (Partners doing business under the firm name of)

NOT APPLICABLE

(Individual Contractors)

I, _____ hereby certify that I have read Section 11.1 of the _____ (name) Illinois Purchasing Act and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

_____ day of _____, AD, 19____

_____ (Signature)

_____ d/b/a _____
_____ (name)

Y. CERTIFICATION REGARDING LOBBYING (Applicable to contracts in excess of \$100,000):

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT (Applicable to contracts in excess of \$100,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that act.

AA. NON-APPROPRIATION CLAUSE Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

AB. DEBT CERTIFICATION. The consultant, contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The contractor further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

AC. GOODS FROM CHILD LABOR ACT. The consultant or contractor certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

AD. QUALIFICATION BASED SELECTION ACT. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at _____

_____, Illinois, this _____, 2010.
(city) (date) (year)

ATTEST:

(SEAL)

(Sponsor Name) – Sign and Print Name

37-600-2169
(Federal Employee's Identification Number)

SIGNED BY _____

PRINT NAME _____

City Clerk
Title

SIGNED BY _____

PRINT NAME _____

City Mayor
Title

ATTEST:

(SEAL)

CRAWFORD, MURPHY & TILLY, INC
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

SIGNED BY _____

PRINT NAME _____

Brian R. Watson
CEO
Title

SIGNED BY _____

PRINT NAME _____

Michael J. Doerfler
Senior Vice President
Title

ATTACHMENT A

PRELIMINARY PHASE ESTIMATE OF COSTS

NOT USED

ATTACHMENT A-1

PRELIMINARY PHASE ESTIMATE OF SALARY EXPENSES

NOT USED

ATTACHMENT A-2

PRELIMINARY PHASE ESTIMATE OF EFFORT

NOT USED

ATTACHMENT A-3

PRELIMINARY PHASE ESTIMATE OF EXPENSES

NOT USED

ATTACHMENT B

DESIGN PHASE ESTIMATE OF COSTS

ATTACHMENT B-1

DESIGN PHASE ESTIMATE OF SALARY EXPENSES

ATTACHMENT B-2

DESIGN PHASE ESTIMATE OF EFFORT

ATTACHMENT B-3

DESIGN PHASE ESTIMATE OF EXPENSES

ATTACHMENT C

REHABILITATE T-HANGAR PAVEMENT Construction Phase

Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment C-1)	<u>\$7,814.78</u>
2. <u>Overhead on Labor</u> (54.82%)	<u>\$4,284.06</u>
3. <u>General and Administrative Overhead</u> (97.87%)	<u>\$7,648.33</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$456.00</u>
Printing	<u>\$88.00</u>
Testing	<u>\$200.00</u>
Other Costs (Outside Services)	<u>\$250.00</u>
Other Costs (Excluding Outside Services)	<u>\$0.00</u>
5. <u>Fixed Payment</u>	<u>\$3,010.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$14,000.00</u>
Estimate of Total Costs	<u>\$37,751.17</u>
Total Amount Not to Exceed	<u>\$38,000.00</u>
Estimated Construction Costs	<u>\$456,500.00</u>
Estimated Construction Duration	<u>35 Cal Days</u>

ATTACHMENT C-1

REHABILITATE T-HANGAR PAVEMENT Construction Phase

Estimate of Salary Expenses

Classification*	Hours	2010 Est. Hourly Rate	Cost
Principal	0	\$65.53	\$0.00
Senior Project Engineer/Manager	8	\$52.62	\$420.96
Project Engineer/Manager/ Architect	40	\$41.49	\$1,659.60
Senior Engineer/Manager	94	\$32.50	\$3,055.00
Senior Technical Manager	0	\$36.74	\$0.00
Senior Planner	0	\$29.11	\$0.00
Engineer	60	\$26.66	\$1,599.60
Architect	0	\$24.23	\$0.00
Planner	0	\$22.42	\$0.00
Technical Manager	0	\$23.28	\$0.00
Registered Land Surveyor	8	\$36.41	\$291.28
Senior Technician	24	\$31.40	\$753.60
Technician	0	\$23.38	\$0.00
Technical Assistant	0	\$17.80	\$0.00
Clerical/Word Processor	2	\$17.37	\$34.74
Total	236 (Hours)	\$33.11 (Average)	\$7,814.78 (Total Direct Salary Costs)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT C-2
PROJECT DESCRIPTION: REHABILITATE T-HANGAR PAVEMENT
PROFESSIONAL SERVICES - ESTIMATE OF EFFORT
CONSTRUCTION PHASE

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY: CBG
CMT NO.: 09050-01-00
DATE: 2/18/2010

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT ENGINEER/MANAGER	PROJECT ENGINEER/MANAGER/ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PLANNER	ENGINEER	ARCHITECT	PLANNER	TECHNICAL MANAGER	REGISTERED LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERK/WORD PROCESSOR	TASK HOUR SUMMARY
1	Project Management		4	8	8												20
2	Construction Start-Up			4	4			4									12
3	Preconstruction Set-Up and Meeting				4			4									8
4	Documentation Set-Up				4			8								2	14
5	Coordination of Subconsultants			2	2												4
6	Contractor Payroll Review			4													4
7	Coordination Meetings		4	4				4									12
8	Pre-Paving Meeting			4													4
9	Project Engineer				20												20
10	Resident Engineer																0
11	Resident Inspector																0
12	Control & Misc Surveys - 1 day											8	8				16
13	Final Inspection			8	8												16
14	Punch List Follow-Up				8												8
15	Change Orders			4	8												12
16	Record Drawings			2	4			8					16				30
17	IDOT Progress Documentation Audit				4			8									12
18	IDOT Final Documentation Audit				4			8									12
19	Project Close Out				16			16									32
ESTIMATED PROJECT DURATION (ON SITE) = 5 WEEKS																	
MANHOURL TOTALS		0	8	40	94	0	0	60	0	0	0	8	24	0	0	2	236

**ATTACHMENT C-3
CONSTRUCTION PHASE
ESTIMATE OF PROJECT EXPENSES**

MATERIALS AND SUPPLIES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Overnight Packages	EA		\$20.00	\$0.00
Film and Processing	EA		\$20.00	\$0.00
			\$0.00	\$0.00

Total - Materials & Supplies \$0.00

TRANSPORTATION

ITEM - MILEAGE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Miles	120	\$0.50	\$60.00
Geotech		240	\$0.50	\$120.00
Meetings		120	\$0.50	\$60.00
RE		360	\$0.50	\$180.00
Observers			\$0.55	\$0.00
			\$0.55	\$0.00

Subtotal Mileage \$420.00

ITEM - DAILY VEHICLE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Day		\$12.00	\$0.00
Geotech			\$12.00	\$0.00
Meetings			\$12.00	\$0.00
RE		3	\$12.00	\$36.00
Observers			\$12.00	\$0.00
			\$12.00	\$0.00

Subtotal Daily Vehicle \$36.00

Total - Transportation \$456.00

PRINTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Report	EA		\$15.00	\$0.00
Plans	EA	4	\$15.00	\$60.00
Specifications	EA	4	\$7.00	\$28.00
Weekly Reports	EA		\$4.00	\$0.00
Record Drawings	EA		\$50.00	\$0.00
Final Material Report	EA		\$25.00	\$0.00

Total - Printing \$88.00

TESTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Beam Breaker	Week		\$50.00	\$0.00
Nuclear Gauge	Week	2	\$100.00	\$200.00

Total - Testing \$200.00

OTHER COSTS (OUTSIDE COSTS)

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
GPS Equipment	Day	1	\$250.00	\$250.00
			\$0.00	\$0.00

Total - Other Costs (Outside Services) \$250.00

OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
			\$0.00	\$0.00
			\$0.00	\$0.00

Total - Other Costs (Exc. Outside Services) \$0.00

PER DIEM

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Lodging	Day		\$80.00	\$0.00
Per Diem	Day		\$28.00	\$0.00
			\$0.00	\$0.00

Total - Per Diem \$0.00

OUTSIDE SERVICES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Proctors	EA		\$260.00	\$0.00
PCC Cylinders	EA		\$15.00	\$0.00
Gradations	EA		\$40.00	\$0.00
City of Pekin	Hours	200	\$55.00	\$11,000.00
Bituminous Check Sample	LS	1	\$3,000.00	\$3,000.00
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$14,000.00

ATTACHMENT D

REHABILITATE T-HANGAR PAVEMENT Special Services

SS2 - Land Acquisition Reimbursement Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment D-1)	<u>\$3,231.41</u>
2. <u>Overhead on Labor</u> (54.82%)	<u>\$1,771.46</u>
3. <u>General and Administrative Overhead</u> (97.87%)	<u>\$3,162.58</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$40.00</u>
Printing	<u>\$50.00</u>
Testing	<u>\$0.00</u>
Other Costs (Outside Services)	<u>\$0.00</u>
Other Costs (Excluding Outside Services)	<u>\$0.00</u>
5. <u>Fixed Payment</u>	<u>\$1,200.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$4,400.00</u>
Estimate of Total Costs	<u>\$13,855.45</u>
Total Amount Not to Exceed	<u>\$13,900.00</u>

ATTACHMENT D-1

REHABILITATE T-HANGAR PAVEMENT Special Services

SS2 - Land Acquisition Reimbursement Estimate of Salary Expenses

Classification*	Hours	2010 Est. Hourly Rate	Cost
Principal	0	\$65.53	\$0.00
Senior Project Engineer/Manager	1	\$52.62	\$52.62
Project Engineer/Manager/Architect	6	\$41.49	\$248.94
Senior Engineer/Manager	0	\$32.50	\$0.00
Senior Technical Manager	0	\$36.74	\$0.00
Senior Planner	15	\$29.11	\$436.65
Engineer	0	\$26.66	\$0.00
Architect	0	\$24.23	\$0.00
Planner	100	\$22.42	\$2,242.00
Technical Manager	0	\$23.28	\$0.00
Registered Land Surveyor	0	\$36.41	\$0.00
Senior Technician	8	\$31.40	\$251.20
Technician	0	\$23.38	\$0.00
Technical Assistant	0	\$17.80	\$0.00
Clerical/Word Processor	0	\$17.37	\$0.00
Total	130 (Hours)	\$24.86 (Average)	\$3,231.41 (Total Direct Salary Costs)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT D-2

PROJECT DESCRIPTION: REHABILITATE T-HANGAR PAVEMENT
PROFESSIONAL SERVICES - ESTIMATE OF EFFORT
SPECIAL SERVICES - SS2 - Land Acquisition Reimbursement

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY
CMT NO.
DATE

SAB
10069-02-18
9/30/2010

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT ENGINEER/MANAGER	PROJECT ENGINEER/MANAGER/ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PLANNER	ENGINEER	ARCHITECT	PLANNER	TECHNICAL MANAGER	REGISTERED LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERK/WORD PROCESSOR	TASK HOUR SUMMARY
	SS2 - Land Acquisition Reimbursement																0
1	Project Development																0
2	Project Scope Preparation/Forumlation		1	2			8			16							27
3	Project Coordination			2			2			16							20
4	Workscope, Cost & Contract negotiations									16							16
5	Land Acquisition Services																0
6	Environmental Audit - Phase 1									4							4
7	Retrospective Appraisal									4							4
8	Review Appraisal									4							4
9	Historic Acquisition Documentation									4							4
10	National Environmental Policy Act (NEPA)						1			20			8				29
11	Project Management			2			4			16							0
13	Project Administration																22
14																	0
15																	0
16																	0
17																	0
18																	0
19																	0
20																	0
21																	0
22																	0
23																	0
24																	0
25																	0
26																	0
27																	0
28																	0
29																	0
30																	0
31																	0
32																	0
33																	0
34																	0
35																	0
36																	0
37																	0
38																	0
	MANHOUR TOTALS	0	1	6	0	0	15	0	0	100	0	0	8	0	0	0	130

**ATTACHMENT D-3
SPECIAL SERVICES
ESTIMATE OF PROJECT EXPENSES**

MATERIALS AND SUPPLIES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Overnight Packages	EA		\$20.00	\$0.00
Film and Processing	EA		\$20.00	\$0.00
			\$0.00	\$0.00

Total - Materials & Supplies \$0.00

TRANSPORTATION

ITEM - MILEAGE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Miles		\$0.50	\$0.00
Geotech			\$0.50	\$0.00
Meetings		80	\$0.50	\$40.00
RE			\$0.50	\$0.00
Observers			\$0.50	\$0.00
			\$0.50	\$0.00

Subtotal Mileage \$40.00

ITEM - DAILY VEHICLE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Day		\$12.00	\$0.00
Geotech			\$12.00	\$0.00
Meetings			\$12.00	\$0.00
RE			\$12.00	\$0.00
Observers			\$12.00	\$0.00
			\$12.00	\$0.00

Subtotal Daily Vehicle \$0.00

Total - Transportation \$40.00

PRINTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Report	EA	2	\$25.00	\$50.00
Plans	EA		\$50.00	\$0.00
Specifications	EA		\$25.00	\$0.00
Weekly Reports	EA		\$4.00	\$0.00
Record Drawings	EA		\$50.00	\$0.00
Final Material Report	EA		\$25.00	\$0.00

Total - Printing \$50.00

TESTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Beam Breaker	Week		\$50.00	\$0.00
Nuclear Gauge	Week		\$100.00	\$0.00

Total - Testing \$0.00

OTHER COSTS (OUTSIDE COSTS)

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
GPS Equipment	Day		\$250.00	\$0.00
			\$0.00	\$0.00

Total - Other Costs (Outside Services) \$0.00

OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
			\$0.00	\$0.00
			\$0.00	\$0.00

Total - Other Costs (Exc. Outside Services) \$0.00

PER DIEM

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Lodging	Day		\$80.00	\$0.00
Per Diem	Day		\$28.00	\$0.00
			\$0.00	\$0.00

Total - Per Diem \$0.00

OUTSIDE SERVICES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Environmental Audit - Ph 1	LS	1	\$1,900.00	\$1,900.00
Retrospective Appraisal	LS	1	\$1,500.00	\$1,500.00
Review Appraisal	LS	1	\$1,000.00	\$1,000.00
Vault Testing	LS		\$500.00	\$0.00
	LS		\$0.00	\$0.00
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$4,400.00

ATTACHMENT E

ENGINEERING REPORT

The ENGINEERING REPORT, is to be prepared by and submitted to the SPONSOR and/or DIVISION if applicable prior to starting final plans and shall include the following elements which are applicable and any other elements deemed necessary by the Consultant.

1. Special local circumstances such as available material, equipment, contractors.
2. Rehabilitation, strengthening and/or overlay work to shall be detailed as to the type of work required.
3. Pavement design, shall include options and/or alternates; any unusual design and reasons therefore.
4. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, desired solution. Is the desired solution the most economical?
5. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, stage development. The report should say how these factors affected the decisions made by the Consultant in his design.
6. Explanation of drainage design criteria including explanation of drainage districts data impute and off-site drainage impact on design.
7. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, turfing and marking including decisions regarding cover crop seeding.
8. Approach conditions which will result from proposed work and comparison with FAA criteria.
9. Description of Non-AIP work and quantity separation from AIP eligible items.
10. Identify work to be done by others such as utility companies and airports sponsor forces.
11. The Consultant's cost estimate shall be included as a part of the Engineer's Report.

ATTACHMENT F

RESIDENT ENGINEER'S DIARY

The Resident Engineer's Diary is intended to be a complete construction history of the project. When the Sponsor and/or Division Inspecting Engineer's reviews the Resident Engineer's Diary, he should be able to reconstruct all the project happenings on that date.

The following information should be used in keeping the Project Diary:

Airport Name _____
Illinois Project _____
AIP Project _____
Date _____
Construction Status: _____ Under Constr. _____ % Complete _____ Stop _____
Weather Conditions and Temperature _____
General Job Site Conditions _____
Day's Item(s) of Work _____

Work in Process and General Location _____

Equipment in Use _____
Number of Men in Contractor Work Force _____
Hours Worked Per Day for Engineer's Job Personnel (Construction and/or Other) _____

Quality and Quantity of Materials Delivered _____

Tests Performed and Location _____

Action Taken if Tests Fail _____

Narrative Account of Unusual Events and Instruction to Contractor(s) _____

Information on Additional Work (Change Order and/or N.I.C.) _____

Record of Verbals Received and Name of Official _____

Record of Official Visitors to the Construction Site _____

Engineering Firm _____
Address _____

Telephone _____

Submitted By: _____
Resident Engineer _____ Date _____ Field Telephone _____

Reviewed By: _____
Project Engineer _____ Date _____ Field Telephone _____

(Weekly Distribution - One Copy to sponsor and/or the Division (if applicable))

ATTACHMENT G

☐ Partial ☐ Final

INVOICE # _____ Date _____

To: _____, Chief Engineer

For Period Ending _____

From (Firm) _____

Illinois Department of Transportation
Division of Aeronautics
One Langhorne Bond Drive
Capital Airport, Springfield, IL. 62707-8415

Address _____

Telephone No. () _____

Airport _____ Municipality _____

Ill. Proj. No. _____ AIP Proj. No. _____

Per Engineering Agreement(s), dated: _____

☐	Preliminary
☐	Design
☐	Construction
☐	Special Services
☐	Other ()
☐	Amendment(s) -

COST PLUS FIXED FEE FOR PROFIT

(1) Direct Salaries to Date per Attached DE 47A, subject to Line (3).	\$ _____
(2) Payroll Burden and Overhead (_____ %)	\$ _____
(3) Other Direct Salaries per Attached ECB-1.....	\$ _____
(4) Profit (Fixed Fee \$ _____ x _____ % Complete).....	\$ _____
(5) SUBTOTAL	\$ _____
(6) Direct Costs of Services by Others.....	\$ _____
(7) Direct Costs, Travel and In-plant.....	\$ _____
(8) TOTAL AMOUNT EARNED To Date: (5) + (6) + (7).....	\$ _____
(9) Maximum Payable (per Engineering Agreement).....	\$ _____
(10) Less Total Amounts Previously Invoiced.....	\$ _____
(11) PAYMENT DUE THIS INVOICE.....	\$ _____

I certify that to the best of my knowledge the percent of work shown as complete on this Invoice is correct.

Consultant _____

By _____ Title _____

(CPFE-1)

* This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT H

☐ Partial ☐ Final

INVOICE # _____ Date _____

To: _____, Chief Engineer

From _____ (Firm)

Illinois Department of Transportation
Division of Aeronautics
One Langhorne Bond Drive
Capital Airport, Springfield, IL. 62707-8415

Address _____

Telephone No. () _____

Airport _____ Municipality _____

Ill. Proj. No. _____ AIP Proj. No. _____ Contract No. _____

Per Engineering Agreement(s), dated: _____

☐ Design _____

☐ Amendment(s) - _____

LUMP SUM

(1) Lump Sum Fee (or Maximum Payable per Engineering Agreement).....\$ _____

(2) Percent of Work Complete..... %

(3) Fee Earned to Date: Lump Sum (1).....% Complete (2).....\$ _____

(4) Less Total Amount(s) Previously Invoiced.....\$ _____

(5) PAYMENT DUE THIS INVOICE.....\$ _____

I certify that to the best of my knowledge the percent of work shown as complete on this Invoice is correct.

Consultant _____

Signed By _____ Title _____

Print Name _____

* This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT I

Page ____ of ____ Pages

Invoice No. _____
Date _____

Airport _____
 Ill. Proj. No. _____
 AIP Proj. No. _____

ENGINEERING COSTS BREAKDOWN

[illegible]

ENGINEERING FIRM:

Total _____

Name _____
Address _____

Prepared By _____
(Sign and Print Name)

Date _____

(ECB-1)

* This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT J

(Soils investigation and testing)

Testing Schedule - anticipated for the Preliminary Design and Design and Construction phases of the project.

<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>
	Particle - Size Analysis		Marshall Method
	ASTM D-421		ASTM D-1559
	ASTM D-2217		Gradation
	ASTM C-422		ASTM C-136
	Moisture-Density Relations of Soil		Extraction and Gradation
	ASTM D-698		ASTM D-2172
	ASTM D-1557		Bulk Specific Gravity
	Shrinkage Factors of Soil		ASTM D-2726
	ASTM D-427		Maximum Theoretical Specific Gravity
	Permeability of Granular Soils		ASTM D-2041
	ASTM D-2434		Nuclear Density
	Determination of Organic Materials in Soils by Wet Combustion		ASTM D-2950
	AASHTO T-194		Washed Aggregate Sample
	Bearing Ratio of Laboratory -Compacted Soil		ASTM C-117
	ASTM D-1883		Liquid Limit, Plastic Limit, Plastic Index
	Modulus of Soil Reaction		ASTM D-4318
	AASHTO T-222		Absorption and Specific Gravity
	Soil Classification		ASTM C-127
	"Unified System"		ASTM C-128
	ASTM D-2487		Moisture Content
	Soil Borings		ASTM C-566
	ASTM D-2113		P.C.C. Test Cylinders
	Hydrated Lime		ASTM C-31
	ASTM C-207		Slump P.C.C.
	Abrasion		ASTM C-141
	ASTM C-131		Air Content
	Soundness		ASTM C-231
	ASTM C-88		Flexural Strength
	Penetration		ASTM C-78
	ASTM D-946		Yield, Cement Content
	Viscosity		ASTM C-138
	ASTM D-3381		Rubber in Tension
			ASTM D-412
			Striping Test
			ASTM D-1664

* The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in Attachments C and C-1.

ATTACHMENT K

[illegible]

ATTACHMENT L

Payroll Burden & Fringe Costs

5/22/09

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	<u>12.47</u>
State and Federal Unemployment Compensation	<u>0.63</u>
Workmen's Compensation Insurance	<u>0.83</u>
Paid Holidays, Vacation, Sick Leave	<u>14.62</u>
Bonus	<u>0.00</u>
Employee Retirement Plan Contributions	<u>16.54</u>
Group Insurance	<u>9.73</u>
	<u> </u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	<u>54.82%</u>

* A letter from IDOT with approval or provisional rates may be substituted for Attachment L and M.

ATTACHMENT M

Overhead and Indirect Costs

5/22/09

Various	Salaries Not Allocated to Projects	55.63
	Travel, Reproduction, Engineering Supplies and Vehicle Expense	4.65
Various	Expense Not Allocated to Projects	
Various	Business Insurance	3.45
6252	Utilities	1.23
6271	Telephone	3.00
6284	Seminars, Registration and Education	1.90
6231	Professional Fees	2.05
6251	Rent	6.40
Various	Miscellaneous Taxes	0.85
6281	Dues and Registrations	0.99
6263	Postage and Shipping	0.39
Various	Office Supplies	3.74
Various	Computer Supplies	3.70
6401	Depreciation and Cost of Facilities Capital	7.58
Various	Maintenance and Repairs	2.06
6372	Publications and Subscriptions	0.25
	TOTAL OVERHEAD	97.87

ATTACHMENT N
PLAN AND SPECIFICATIONS CERTIFICATION

AIRPORT: _____

ILL. PROJ. NO.: _____

AIP PROJ. NO.: _____

CONSTRUCTION PROJECT DESCRIPTION: _____

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois – Department of Transportation, for the proposed airport development project, it is hereby represented, to the best of our knowledge, information and belief that:

1. Plans were prepared in accordance with FAA approved standards and advisory circulars and the specifications were prepared in accordance with FAA approved *Illinois Standard Specifications for Construction of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted below:

The following exceptions have been addressed and justified in the engineering report and have been submitted to and approved by the Engineer of Design:

2. The design conforms to the approved project scope.
3. Provisions have been included for safety during construction in accordance with Advisory Circular 150/5370-2 (latest edition).
4. The plans, special provisions and quantities have been checked, and proofed by the Sponsor's Engineer (consultant) for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition).

It is understood that FAA's review, if any, may be limited to Items 2 and 3 due to time constraints.

Date _____ Signed By: _____ Print Name: _____
Design Engineer (Consultant)

Date _____ Signed By: _____ Print Name: _____
Project Engineer (Consultant)

Date _____ Signed By: _____ Print Name: _____
Airport Design Engineer
Division of Aeronautics, IDOT
(Reviewed as to scope and standards)

Date _____ Signed By: _____ Print Name: _____
Engineer of Design
Division of Aeronautics, IDOT

ATTACHMENT O

DBE Payment Agreement
Form (AERO 2115-E)
February 15, 1992

DBE Subcontractor _____
Name: _____
Address: _____
Telephone: _____

Prime Engineer _____
Name: _____
Address: _____
Telephone: _____

Airport: _____
Ill. Proj. No.: _____
FAA Proj. No.: _____

This agreement is to verify the work completed and the amount paid to the DBE Subcontractor on the above captioned contract. Under penalty of law for perjury of falsification, the undersigned certifies that the work reported herein was executed by the DBE, that the DBE actually performed, managed and supervised the work and that the work reported herein conforms to the work reported in the approved Engineering Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

	<u>Firm</u>	<u>Description of Work</u>	<u>Contract Amount</u>	<u>Amount Paid</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
Totals			\$ _____	\$ _____

Signature/Title DBE Subcontractor

Print Name

Date

Signature/Title DBE Subcontractor

Print Name

Date

Signature/Title DBE Subcontractor

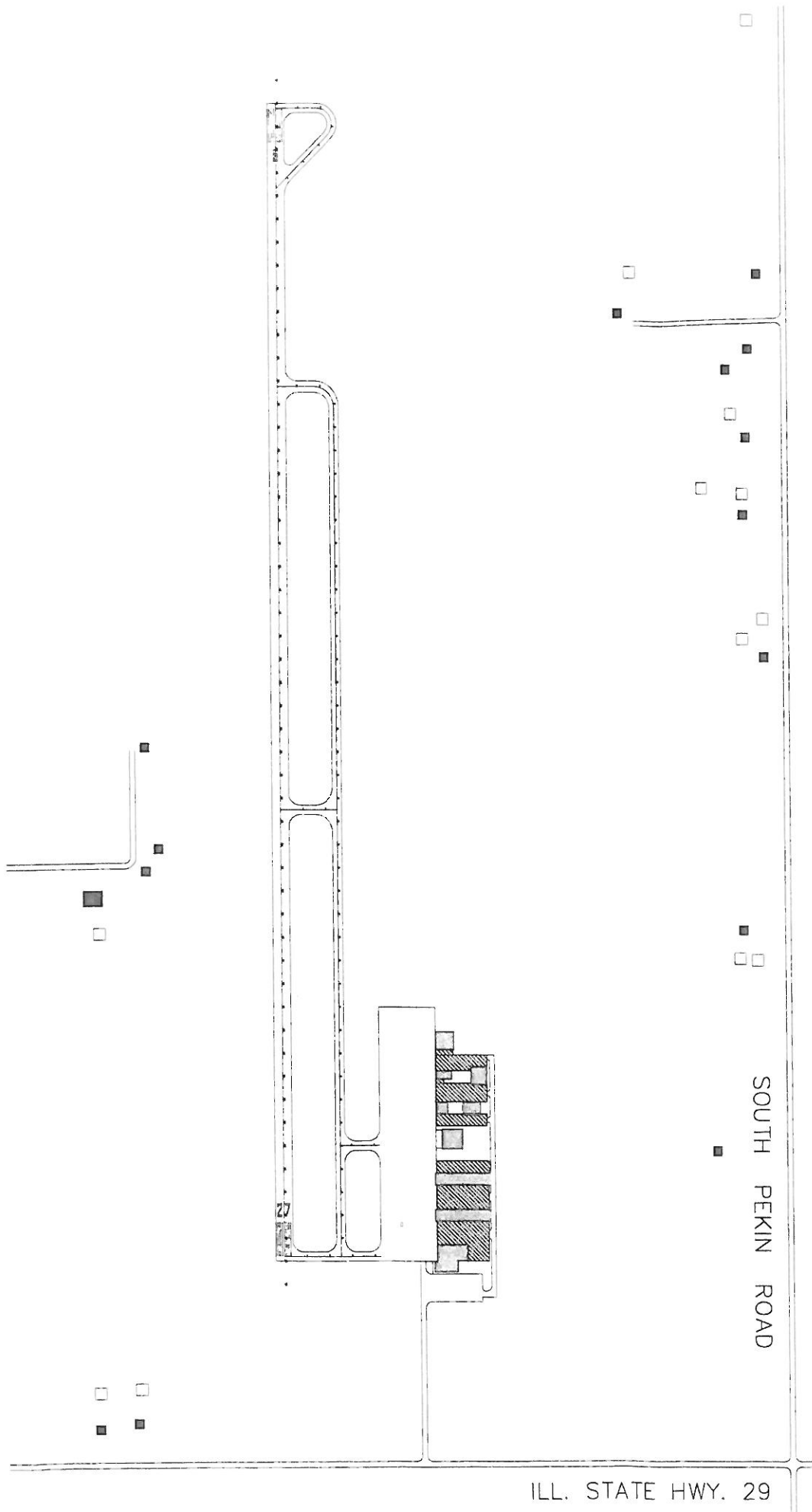
Print Name

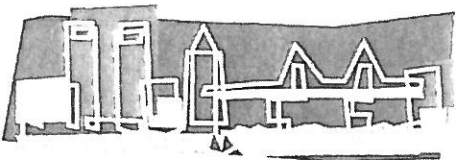
Date

Signature of Engineer

Print Name

Date





PEORIA AREA
CONVENTION AND VISITORS BUREAU

WHY PEKIN SHOULD SUPPORT YOUR PEORIA AREA CONVENTION & VISITORS BUREAU

INTRODUCTION:

Today's Convention & Visitors Bureaus (commonly referred to as a Destination Marketing Organization (DMO)) bear little resemblance to the CVB's of the 90's. The Peoria Area Convention & Visitors Bureau (PACVB) may have been a sales and marketing office for the Peoria area at one time, but no longer! We are now the face of the Peoria area to visitors who come from around the world to meet, visit, discuss, sell and enjoy our eight county area. But in order for us to be successful in this daunting task we **must** have the cooperation and understanding of our government friends in Pekin for we are only as good as Pekin and the Peoria area allow us to be. We are an integral part of Central Illinois brand development and it is essential we work hand-in-hand with Pekin to not only create a consistent brand position, but deliver a high-quality, competitive product to attract these visitors.

It is important to appreciate that the PACVB/DMO is an economic machine. And we deliver this financial delight for up to five years ahead, as we are currently securing conventions and events for the Peoria area through 2015. Providing tax dollars to the PACVB is an investment NOT a use of money. Typically, for every dollar Pekin will provide us we will return at least \$3.00 back to the city and usually much more. The dollars we will generate through the systematic use of the hotel tax dollars generated by Pekin area hotels *will have a sizeable impact on the quality of life for Pekin residents and businesses*. The money we will bring to Pekin will help build schools, roads, parks and attractions. Plus, jobs will be created as a result of additional visitors, groups and events that are held throughout Pekin.

This brief presentation will offer a portrait of the role your PACVB plays in driving economic impact for Pekin and the entire Peoria area.

- *The Peoria Area Convention & Visitors Bureau fuels local business with more business through direct and indirect spending, generates additional tax revenue to support the growth of local communities such as Pekin, helps sustain the cultural landscape and provides jobs for local residents serving the needs of the visitor.*
- Provides value-added dollars to Pekin: what is spent by visitors in Pekin stays in Pekin
- We market and sell the "fabric" of the Peoria area, focusing on the entire visitor product and not just hotels, restaurants or attractions – but the entire comprehensive area

**456 Fulton Street
Suite 300
Peoria, IL 61602**

**800-747-0302 or
309-676-0303
Fax 309-676-8470**

- Your PACVB does not build anything for the visitor but we do promote, sell and advocate for usage thereby making what Pekin has to offer even better
- *Taxes visitors pay means taxes locals don't have to pay...* in 2009 our sales and marketing efforts saved residents throughout the Peoria area close to \$1000. in taxes
- Over the period of January 2009 - September 2010 we have sent 165 leads to the Holiday Inn Express in Pekin (since they have been closed most of that time they were unable to work the lead and the Avanti Dome was not a partner until recently). These leads were for convention room nights as well as sporting group events. The Avanti Dome will now receive all leads we generate for the Peoria area.
- The PACVB Tourism & Leisure Manager attended six county festivals throughout the eight county area in 2010 where we promoted the Pekin Marigold Festival
- For the first time the PACVB did market research at the 2010 Pekin Marigold Festival to investigate the location of visitors to the festival. This first time effort collected 148 attendee surveys providing us and the Pekin Chamber valuable information on the demographics.
- Your PACVB did book the June 2010 Illinois Fire Protection golf outing at Lick Creek Golf Course, including 89 state fire officials and their guests - this group is scheduled to return to Peoria for several more years...
- Your PACVB filled the Avanti Dome for several days with female softball players from around the country during the National Softball Association tournament in July 2010

We do face some challenges in booking additional business into the Pekin area and positively impacting the business community...

1. The Holiday Inn Express has been closed for the past year and since they are the only hotel partner we have in the city we have been unable to book any room nights into Pekin, but with their reopening this situation should change for the better. We also hope that more of Pekin's hotel properties will join with us...
2. We have tried for two years to book the Hooter's Golf Tournament into Pekin (the third largest 72-hole PGA event) but have met resistance
3. We have also tried to book the Catfish Tournament into Pekin for the past two years as well with resistance
4. Despite vigorous and persistent sales effort we only have secured 10 partners from various business operators in the Pekin area, which limits the number of referrals we can provide our meeting planners.
5. We have the potential to sell a number of golf events (including Frisbee golf) into the four beautiful courses in Pekin but we need the support and cooperation of the city to make this happen.

If the Pekin City Council decides to increase the hotel sales tax to 1% and provide us with these funds we will provide the following to increase economic impact and tourism vitality into Pekin...

1. A contact person within the PACVB to represent us at all Pekin tourism meetings and planning sessions
2. A collaborative marketing plan session to develop strategic direction and prudent use of these funds, with monthly progress meetings to insure completion of strategies.
3. Attentive PACVB service personnel at all sporting events held in Pekin to assist the guests with Concierge attention and insure a wonderful experience for them.
4. Quarterly reports for Mayor Dunn to share our progress, challenges and mutual success
5. Ongoing, diligent and aggressive sales effort by our PACVB sales team to actively sell the facilities, hotel accommodations, venues and services in Pekin to our target markets (primarily sports groups and events) through sales calls, trade shows, as well as through print and on-line marketing distribution.

We are both honored and privileged to have the city of Pekin as a partner in the efforts of the PEORIA AREA CONVENTION & VISITORS BUREAU to increase the top-of-mind awareness of the Peoria area throughout the world and bring increased economic impact to Pekin through visitor demand. THANK YOU FOR YOUR SUPPORT...!

ORDINANCE NO.: _____

AN ORDINANCE ESTABLISHING A NEW CITY LOGO AND THEME

WHEREAS in 2003 the Pekin Area Chamber of Commerce created a marketing committee and developed a community marketing campaign, "Pekin What A Pleasant Surprise;"

WHEREAS Chamber and community leaders now see a need to update the community marketing campaign message;

WHEREAS the Chamber formed a task force consisting of business leaders, elected officials, City staff and marketing experts;

WHEREAS the task force, with the help of McDaniels Marketing, developed and tested a number of different community marketing themes and logos;

WHEREAS the task force selected the "Community. Opportunity. Home." campaign theme and logo;

WHEREAS the Chamber intends to use the new campaign and logo in their community marketing efforts;

WHEREAS the task force created the campaign theme and logo with the understanding that the City of Pekin may wish to adopt the logo as the official City seal;

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

That the City of Pekin adopts as its formal logo and theme, the Logo alluded as to Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THIS _____
DAY OF _____, 20_____

APPROVED:

ATTEST:

Mayor

City Clerk



I L L I N O I S

Community. Opportunity. Home.