



City of Pekin

REGULAR COUNCIL MEETING OF SEPTEMBER 10, 2007
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Captain Brian Ziegenbein

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 August 27, 2007.*

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. Monthly Reports and Minutes: Police Department August Report

2. Heart of Illinois Homeless Continuum of Care 10 Year Plan to End Chronic Homelessness Endorsement and Agreement to Participate.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. NEW BUSINESS

1. Ordinance No. 2529-07/08 – An Ordinance Approving Annexation Agreement

(DK)

DESCRIPTION: *Agreement with Amelia Sangalli to annex 40 acres.*

ACTION: *Motion to adopt ordinance.*

VOTE REQUIRED

2. Ordinance No. 2530-07/08 – An Ordinance Approving Annexation Agreement

(DK)

DESCRIPTION: *Agreement with Gordon A. Uehling, Jr. to annex 7.548 acres.*

ACTION: *Motion to adopt ordinance.*

VOTE REQUIRED

3. Ordinance No. 2531-07/08 – An Ordinance Approving Annexation Agreement

DESCRIPTION: Agreement with Veterans Drive Investments, LLC, an Illinois Limited Liability Company, William J. Leman, Trustee of LeTrout Land Trust Dated February 27, 1998, and Wedge Development, LLC, an Illinois Limited Liability Company, to annex 135.771 acres.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

4. Contract for Long Distance Service

(DK)

DESCRIPTION: A Request for Proposal was sent to determine if rates and charges being pay could be contracted at a lower amount. Two quotes received. Manager recommends 2-year agreement with the low bidder at \$.035/minutes with no minimum usage charge.

ACTION: Motion to authorize City Manager to enter into a Contract for Long Distance Phone Service with Gallatin River Communications .

VOTE REQUIRED

5. Bid for West Riverfront Boat Access Improvements

(JW)

DESCRIPTION: Construction of a new concrete boat dock, piling and collateral work. Grading and aggregate placement, aggregate compaction and paving of the boat access area parking lot with guardrail construction. Estimate of project is \$170,000. City has grant fund from IDNR for \$125,000.

ACTION: Motion to accept the bids and award the contract to Otto Baum Company in the amount of \$170,098.90. .

VOTE REQUIRED

6. Bid for Court Street and Barney Avenue and Court Street and Vogel Drive Intersections Project

(JW)

DESCRIPTION: Removal and replacement of existing concrete, median and curbs with PPC pavement 10 inches thick. Estimate of improvement project is \$80,000.

ACTION: Motion to accept the bids and award the contract to Illinois Civil Contractors Inc. in the amount of \$60,991.00. .

VOTE REQUIRED

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

X. COUNCIL LIST OF PRIORITIES FROM PLANNING SESSION

DESCRIPTION: Council members to continue the process of prioritizing projects and services that are most important to the administration. Facilitator from retreat to conduct process.

PRESENTATION: Rodney McDougalle

XI. ADJOURNMENT

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

NO VOTE REQUIRED

Brian Iler Ziegenbein

Pekin High School graduate -1999

Graduate of the United States Military Academy at West Point-class of 2003

Currently an Airborne qualified Infantry Captain

Three weeks ago he just completed his 2nd tour of Iraq(training Iraqi troops)

His next assignment is as a Infantry basic training company commander at Ft. Benning , Georgia for the next year.

He is the son of Marlene and Terry Ziegenbein,

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 27, 2007 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

Agenda

Motion by Council Member Dunn, seconded by Council Member Abel, that the **agenda be approved as presented**. Council Member Jones requested that Item 2 from the Consent Agenda be moved to New Business as a point of personal privilege. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Strand, that the **minutes of the Regular City Council Meeting of August 13, 2007 and Council Planning Session August 18m 2007, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

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

Mayor Tebben read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Monthly Reports and Minutes: Building Report, and Liquor Commission Minutes Dated June 28, 2007**
2. **moved to New Business**
3. **Request from Pekin Main Street to post auxiliary banner for Family Fest and concurrence of Council**
4. **Receive and File full text of Planning Commission Minutes Dated August 8, 2007**
5. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #07-1744 – recommends to accept the zoning of properties to be annexed into the City of Pekin as presented on the Plat for Wedge Development
 - b. Hearing #07-1745 – recommends to deny the Special Use for Open Front Storage at 250 Derby due to the location and ordinance requirements in a B-3 zone
 - c. Hearing #07-1746 – recommends to approve the Site Plan as presented for a New Building/Parking for property located at the corner of 14th Street and Ann Eliza using the existing curb cut on Ann Eliza

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Representative Nicole Nutter, Tri-County Regional Planning, shared information in regards to a two-year analysis of transportation services that was summarized in a **REGIONAL TRANSIT PLAN**. The purpose of the study was to determine the most feasible expansion of mass transit for the Tri-County area. After significant data was gathered by technical consultant Perteet, Inc., TCRPC made recommendations to provide transit service from Peoria. Throughout the development of the plan the public was engaged to obtain input. Ms. Nutter advised that the recommendation was to increase the frequency of the Pekin routes. Council requested data of ridership from Director of Transportation Greg Ranney.

Maggie Martino Program Manager from Tri-County Regional Planning presented **LAND USE STUDY FOR THE EXTENSION OF EL CAMINO DRIVE FROM FOURTEENTH STREET TO FIFTH STREET**. The study presented options to the Council for the extension after studying area conditions, demographics, future land use and traffic counts. Council Members expressed interest in the possibilities that would be created opening a new east/west corridor on the southside of the City. Council was told much of the construction already under way in Pekin was in the study area. Development would continue as Riverway Business Park expanded and the new Park District sports complex at the corner of Fifth and Koch Streets evolved. El Camino Drive to Fifth Street would connect soon-to-be extended Hanna Drive to Route 29. Ms. Martino reviewed the configurations, advantages, traffic issues and expenses of each option. Tri-County recommended non-motorized travel venues such as a bike trail and sidewalks. Council Member Strand felt issues of expanding Fifth Street because of the increased traffic flow should be addressed first. Council Member Jones expressed concern that a traffic signal would be needed on Hanna Drive in considering the complete project. Terry Kolbe Tri-County Regional Planning Commission Director commended the City of Pekin and staff for the good relationship with the Peoria/Pekin Urbanized Transportation Study in funding such projects. Council generally supported proceeding with the project by seeking funding from the agency and the federal grants.

City Manager Dennis Kief presented retiring **TREASURER CHIC RENNER** with departing gifts from the City. Mr. Kief recognized Mr. Renner's beneficial services in a unique situation where duties of Finance Director and Treasurer were split.

Assistant Finance Director Angie Evans gave a general explanation of revenues, expenditures, and fund balances in a **QUARTERLY FINANCE REPORT**. Treasurer Chic Renner then reported on interest earnings for the first quarter. Mr. Renner distributed the fund breakdown percentages on a cash basis and accrual basis. He advised Council of the following:

- 1) Property Tax (\$5.2 million) had not yet been received.
- 2) General Fund Reserves at (\$9 million) 4 months vs. goal of 6 months
- 3) Decline of interest rates could adversely affect earnings
- 4) All bank accounts reconciled and balanced

New Business

ORDINANCE NO. 2527- OA - 07/08 **AMENDING TITLE 9, CHAPTER 9, 10, 11, 12 AND 13 AND** **SCHEDULE OF REGULATIONS** **OF THE CITY OF PEKIN 1995 REGARDING ZONING**

Motion by Council Member Jones, seconded by Council Member Abel, that Ordinance No. 2527-OA 07/08 be adopted. Public Works Director Joe Wuellner explained to Council that the Planning Commission recommended various changes to the title of the zoning code. Council acted on those recommendations concerning "villas" at a previous meeting. During that review a general cleanup of language was found to be needed. These changes included definitions and correct identification of national building codes. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Blanchard, that the **RECOMMENDATION OF THE PEKIN PLANNING COMMISSION BE ACCEPTED AND THE SPECIAL USE REQUEST FROM DAWN RILEY FOR OPEN FRONT STORAGE 250 DERBY STREET** be denied. Council Member Blanchard informed other members he observed the presentation and consideration of the request at the planning meeting and supported fully the recommendation of the commission in denying the open front storage for the secondhand dealer business. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Dunn, that the **RECOMMENDATION OF THE PEKIN PLANNING COMMISSION BE ACCEPTED AND THE SITE PLAN FROM VONDERHEIDES REMNANT OUTLET FOR A NEW BUILDING AND PARKING** be approved. A general discussion was heard concerning curb cut and access of semis to loading dock. Ann Eliza could be a disturbance to the surrounding residential district. Fourteenth Street presented a safety factor using and obstructing the congested street. Council concurred that the existing curb cut on Ann Eliza be used. On roll call vote, all present voted Aye.

REGARDING CHANGING NAME OF FRONT STREET TO MAIN STREET

Motion by Council Member Jones, seconded by Council Member Kortkamp, that Ordinance No. 2528-07/08

adopted. Chairman and Police Chief Tim Gillespie recommended through Traffic Safety Committee to rename the street that ran along the river because of the inconsistency in street designation of Front Street from Broadway to Ann Eliza. Mayor Tebben suggested the committee review the issue of the remaining named Front Street changing to Fayette Street at the intersection of Main. Council Member Jones then introduced the issue that compliant were received on the matter of Front Street being designated at one-way. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 263- 07/08

AMENDING TITLE 8, CHAPTER 2, SECTIONS 9 AND 11 AND TITLE 8, CHAPTER 1, SECTION 9 OF THE TRAFFIC CODE OF THE CITY OF PEKIN 1995 REGARDING AUTHORIZED STOP SIGNS, THROUGH STREET, AND TRUCK ROUTES

Motion by Council Member Kortkamp, seconded by Council Member Abel, that Ordinance No. 1462-A 263-7/08 be adopted. It was explained to Council that overall revisions were needed to chapters and sections of the Traffic Code related to the action of renaming Front Street as Main Street and designating portions of the new Main Street as a north-south through street. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **QUOTE FOR THE REPAIR OF THE STREET DEPARTMENT BUILDING FLOOR DRAIN TROUGH** be approved and the contract awarded to Mark Bale & Son Concrete Construction in the amount of \$19,537.97. Council Member Blanchard questioned the use of all new concrete in replacing 120' drain in the center of the Street Department. Director of Public Property Greg Ranney explained that the angle and deteriorated grate presented a safety concern for the equipment. On roll call vote; Ayes Strand, Kortkamp, Abel, Dunn, and Tebben; Nays; Jones and Blanchard. Motion Carried.

RESOLUTION NO. 14-07/08

A RESOLUTION DESIGNATING BANK DEPOSITORIES AND AUTHORIZED SIGNATORIES FOR THE CITY OF PEKIN

Motion by Council Member Blanchard, seconded by Council Member Jones, that Resolution No. 14-07/08 be adopted. Council Member Jones inquired as to why there were seven institutions listed with in the resolution. It was explained that those banks have done business with the City and that most banking transactions go through Herget Bank locally. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Dunn promoted the Pekin Public Library and the activities planned for National Library Card Sign-Up Month in September that Director Jeff Brooks had planned. He indicated that he would continue to endorse funding the improvements being considered to the Library.

Council Member Blanchard indicated that the status of the negotiations to consider a franchise with Illinois American Water Company with local supervisor had not been provided as requested. Mayor Tebben felt that Council had not ranked the continuation of franchise or purchase as a clear priority to the Manager at this time.

Council Member Strand encouraged participation at the Marigold activities.

Council Member Jones asked for status, made comments, and directed the following:

- 1) felt the Manager needed direction of this administration on direction of the water franchise issue
- 2) requested monthly bill run report from finance department be provided to the Council
- 3) questioned if the finance department had a tool to confirm that funding or money agreed upon actually is received.
- 4) status of the street maintenance program and intent to modify specification for bidding the project next year
- 5) requested a snow plan removal report be given at the Council meeting of September 24

Police Chief Tim Gillespie told Council that the Pekin Police Foundation in conjunction with the Police **7** Department sent mailings to over 1000 residents conducting a survey to gather citizen thoughts and opinion regarding police service and perceptions in Pekin.

Director of Public Transportation Greg Ranney expressed appreciation to Senator David Koehler and Aaron Shock for their support of important action considered in the last General Assembly concern school bus legislation.

Public Works Director Joe Wuellner advised Council and the public that the 2nd Street railroad crossing improvements were completed. Beginning September 4th the railroad crossing on Distillery Road would be closed for repairs. Front Street would revert back to a one-way street in three weeks.

Crystal Dagit, 1413 Charlotte reported back to Council on the early usage of the old Vogel Building on 2nd Street. She had found that the structure was built about 1854 originally as a dry goods business. Approximately 1867-1864 the building housed a volunteer fire department.

Reporters from the *Pekin Daily Time* and *Peoria Journal Star* were given the opportunity to ask questions.

Motion by Council Member Strand, seconded by Council Member Jones, that Council move to Executive Session at 7:00 P.M. to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body 5 ILCS 120/2 (c.) 1. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 8:05 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR AUGUST 2007

	AUGUST 2006	JULY 2007	AUGUST 2007
TRAFFIC TICKETS	276	306	306
WARNING TICKETS	260	370	366
OFFENSES	656	630	558
ARRESTS	244	331	281
PARKING TICKETS	690	261	354
STOPS	688	856	976

Breakdown of Parking Tickets

Abandoned Vehicle	1	0	1
Fire Lane	3	0	2
No Parking Light	346	0	0
Handicapped	14	8	7
Improper Parking	36	5	13
Restricted Parking	258	230	314
No Parking Zone	12	12	12
Fire Hydrant	0	0	0
Meter Violation	20	6	5
Motor Home on St.	0	0	0
TOTAL	690	261	354



Heart of Illinois
Homeless
Continuum of Care

August 1, 2007

9
Next
Agenda

To Whom It May Concern:

Greetings! During the past two years the Heart of Illinois Homeless Continuum of Care has been collaboratively working on the HUD mandated 10 year plan to end chronic homelessness. This plan was developed through a process of strategic planning and goal setting involving Continuum members and other stakeholders in the four-county area. These participants are committed to addressing, as best they can, the issues that have a significant impact on why individuals become, remain and return to homelessness in Central Illinois.

The Continuum has completed the 10 year plan to end chronic homelessness. I have included the Executive Summary for your review. After your review, the Continuum would appreciate an endorsement on your letter head by your community (example attached). Congressman Ray LaHood's office strongly supports the efforts of the Continuum and has sent a letter expressing his support to HUD's Secretary Jackson (attached).

At one time, you may have been visited by a Continuum member for a presentation or received a letter with a reference to the draft for review. We would be happy to answer any questions that you may have and are available to visit your community for a final presentation. Please contact me if you are interested in a presentation.

Respectfully,

Pamela Anderson

Chair

309/478-5356

panderson@ci.pekin.il.us

Enc: Congressman Ray LaHood letter of support
Example of Endorsement letter
Executive Summary
Web address for full 10 year plan -
<http://www.hoihcoc.org/Home/Documents/tabid/110/Default.aspx>.

CC: HoIHCoc Steering Committee members
Congressman Ray LaHood

COMMITTEE ON
APPROPRIATIONSSELECT INTELLIGENCE OVERSIGHT PANEL
RANKING MEMBERSUBCOMMITTEE ON
AGRICULTURE, RURAL DEVELOPMENT,
FOOD AND DRUG ADMINISTRATION,
AND RELATED AGENCIESSUBCOMMITTEE ON
LEGISLATIVE BRANCH

CONGRESSMAN RAY LAHOOD

18TH DISTRICT, ILLINOIS

April 30, 2007

Honorable Alphonso Jackson
Secretary
US Department of Housing and Urban Development
451 7th St., SW
Washington, DC 20410

Dear Secretary Jackson:

I am writing on behalf of the Heart of Illinois Homeless Continuum of Care and their work on their Ten-Year Plan to End Chronic Homelessness.

The Heart of Illinois plan was developed through a process of strategic planning and goal setting involving the Continuum membership and other important stakeholders in the four-county area served by the organization. I firmly believe that all those involved are firmly committed to addressing all of the issues that have a significant impact on homelessness in Central Illinois.

I am steadfast in my support of the Heart of Illinois Homeless Continuum of Care. I will continue to work closely with their leadership and membership as the significant issues surrounding poverty and homelessness in the area are analyzed and we strive to create systemic changes to liberate those who are without.

Thank you for your attention to the Heart of Illinois Homeless Continuum's efforts.

Sincerely,

Ray LaHood
Member of Congress

RHL/cm/eb

RESPOND TO:

☐ 1424 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-6201
FAX (202) 225-9249

☒ 100 NE MONROE
PEORIA, IL 61602
(309) 671-7027
FAX (309) 671-7309

☐ 3050 MONTVALE DRIVE
SPRINGFIELD, IL 62704
(217) 793-0808
FAX (217) 793-9724

☐ 209 WEST STATE
JACKSONVILLE, IL 62650
PHONE/TTY (217) 245-1431
FAX (217) 243-6852

INTERNET: WWW.HOUSE.GOV/LAHOOD/

PRINTED ON RECYCLED PAPER

Ten-Year Plan to End Chronic Homelessness

Developed by
The Heart of Illinois
Homeless Continuum of Care
Serving Fulton, Peoria, Tazewell and Woodford Counties

Plan Endorsement

The City Council understands that the Ten-Year Plan to End Chronic Homelessness plan's purpose is to end chronic homelessness in a ten-year period and the plan is designed to address chronic homelessness by addressing five areas:

1. Housing
2. Service Coordination
3. Public Awareness
4. Prevention
5. Evaluation

The City Council believes that the plan's design will positively impact chronic homelessness in the four-county area and if properly executed, the plan will be effective.

We're encouraged that the Continuum has prepared this plan and we fully support the need to end chronic homelessness.

Therefore, on _____ 2007, the _____ City Council endorses the Ten-Year Plan to End Chronic Homelessness. The City of _____ agrees to participate when the opportunity arises and when the City determines that participation is appropriate.

Signature

Mayor of _____



Executive Summary

This 10-year strategic plan was developed through a process of strategic planning and goal setting involving Continuum members and other stakeholders in the four-county area. These participants are committed to addressing, as best they can, the issues that have a significant impact on why individuals become, remain and return to homelessness in Central Illinois.

In the development of this 10-year strategic plan, the Continuum:

- Analyzed current statistics on poverty and homelessness in the four-county area.
- Identified the obstacles to eliminating and reducing chronic homelessness.
- Formulated a plan that outlines initiatives and system changes.

This plan addresses the five key components required to improve services to chronically homeless persons that will result in the outcome of stable housing.

The five strategic components are:

1. Housing

- Increase the number of decent, safe, affordable housing units in the Continuum's four-county area.

2. Coordination

- Improve collaboration and information sharing of support service providers, develop a "one stop" information source for services and increase the use of the Continuum's website.

3. Public Awareness

- Enhance media relations and the education of local businesses, civic organizations and faith-based organizations on the homeless challenge in the Continuum's four-county area.

4. Prevention

- Focus on the system changes needed to prevent homelessness from initially occurring. Address systematic strategies that seek to prevent homelessness of persons being discharged from institutions, treatment facilities and correctional facilities.

5. Evaluation

- Develop a process and tool to assess progress made towards meeting and achieving the goals detailed in this plan.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief

AGENDA ITEM: Annexation Agreements

AGENDA DATE REQUESTED: September 10, 2007

ACTION REQUESTED: Approval of 3 Ordinances Authorizing Annexation

BACKGROUND: Since mid 2005, the City of Pekin has been working with multiple parties in annexing and developing property between Broadway and Sheridan on both sides of the existing California Road. The proposed developments in this area are consistent with both the 1996 and 2007 Comprehensive Plans for the City. Inasmuch as there are multiple property owners involved, the annexations have to be coordinated so that the properties have continuity with the existing City limits (a requirement of annexation). We have also spent a lot of time coordinating the necessary infrastructure extensions to make sure that they are cost-effective and do not tax the capacity of any of that infrastructure. As we have successfully done in the past, the City works with the developers and even recommends to the City Council to “oversize” infrastructure to accommodate additional development. In this case both the sanitary sewers and a sanitary lift station will be oversized for that reason. We also spent significant amounts of time to make sure that these areas would be adequately covered from a Public Safety standpoint without stretching the limits of those services.

These annexations are also in the area of 2 large road projects proposed for the City, the widening of Broadway and the northerly extension of Veteran’s Drive. In our negotiations with the developer’s it was imperative that we received the necessary Right-Of-Way for both of those projects while at the same time retaining limited access to both of these major projects.

These proposed annexations/developments have been in front of the Planning Commission during this process with strong support from that recommending body. Ron, Joe and Burt can respond to any questions involving the Planning Commission’s involvement to date. In addition, public hearings for these proposed annexations were held at the July 23rd City Council Meeting.

These proposed annexations have been well thought out and well planned. Should they be approved this would open up approximately 200 acres of prime (mixed use) developable property for the City of Pekin. Should these “Ordinances Authorizing Annexation” be approved, the Petitions for Annexation would have to occur by the end of November and the actual annexations by mid-December.

FINANCIAL IMPACT: The City is fronting some of the sewer costs, but that will be repaid through supplemental tap-on fees. The City would also be incurring the cost of over sizing sanitary sewers and a lift station to allow for additional growth. The financial benefit is significant; as the property is developed additional real estate taxes will be received by all the taxing bodies in the community. Obtaining the Right-Of-Way for the Broadway and Veteran's projects potentially accelerates the schedule of both of those projects.

NEIGHBORHOOD CONCERNS: This proposed development is consistent with the City Comprehensive Plan.

IMPACT IF APPROVED: Planned growth and additional revenue

IMPACT IF DENIED: Status quo, property remains outside the City

ALTERNATIVES: Veteran's Drive and Broadway Right-Of-Way would still have to be acquired.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Prosperous Community and Strong Foundation themes.

REQUIRED SIGNATURES

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

ORDINANCE NO.**AN ORDINANCE APPROVING ANNEXATION AGREEMENT**

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

WHEREAS, AMELIA SANGALLI is the owner of the following described real estate and that there are no electors residing therein; and

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto. (hereinafter the "TERRITORY").

AND WHEREAS, said TERRITORY is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said TERRITORY is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, the City of Pekin and the owner of record of all of the land within the territory herein described have negotiated a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, on July 11, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing for the purpose of considering the annexation and zoning of the TERRITORY; and

WHEREAS, on July 23, 2007, pursuant to notice in the manner required by law, the Mayor and the City Council of the City of Pekin conducted a public hearing for the purpose of considering the Annexation Agreement and the annexation zoning of the TERRITORY; and

WHEREAS, it is deemed in the best interests of the City of Pekin, Illinois, that the City of Pekin approves the Annexation Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION I: That the Annexation Agreement regarding the TERRITORY as described in Exhibit “A” attached hereto is hereby approved.

SECTION II: That the Mayor and the City Clerk are hereby authorized and directed to execute, deliver and perform the Annexation Agreement (and the documents incorporated therein) substantially in the form of such Annexation Agreement as presented at this meeting or with such changes therein as may be approved by the officers executing the same. The Mayor and City Clerk are further authorized to execute such other documents as may be necessary and proper to consummate said Annexation Agreement,

SECTION III: That the Notices and Affidavit of Mailing of Notice marked Exhibit “C” be made an express part of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2007; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

Exhibit "A"

A PART OF SECTION 32, T25N, R4W OF THE 3RD PM, TAZEWEILL COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32 BEING THE POINT OF BEGINNING; THENCE S89°02'12"W, A DISTANCE OF 25.16 FEET TO THE SOUTHEAST CORNER OF THE COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T25, R4W, OF THE 3RD PM; THENCE N00°38'30"W, ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, A DISTANCE 1109.42 FEET; THENCE N20°41'30"E ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, A DISTANCE OF 142.46 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 64 FEET, MORE OR LESS, TO THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 31 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 22 FEET, MORE OR LESS, TO THE NORTHERLY R.O.W. LINE OF SHERIDAN ROAD; THENCE EASTERLY ALONG THE NORTHERLY R.O.W. LINE OF SAID SHERIDAN ROAD, A DISTANCE OF 800 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE EASTERLY ALONG THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 539 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE S00°02'57"E ALONG THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE 1329.44 FEET TO THE NORTHEAST CORNER OF THE W 1/2 OF THE SE 1/4 OF SAID SECTION 32; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SW 1/4 OF NE 1/4 OF SAID SECTION 32, A DISTANCE OF 1,021.91 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 40 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWEILL AND STATE OF ILLINOIS.

PETITION FOR ANNEXATION

AMELIA SANGALLI, individually, petitions and requests the City of Pekin, Illinois, to annex the following described TERRITORY to said City, to-wit:

Legal Descriptions:

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto.

(hereinafter the "TERRITORY"). In support of this petition, the undersigned certifies as follows:

1. Petitioner is the sole owner of record of the TERRITORY.
2. No electors reside in the TERRITORY.
3. The TERRITORY is not presently within the corporate limits of any municipality.
4. The TERRITORY is contiguous to the City of Pekin, Illinois.
5. Petitioner requests that the corporate authorities of the City of Pekin consider the question of the annexation of the TERRITORY, adopt an ordinance annexing the TERRITORY to said City and record a copy of the Ordinance together with an accurate map of the TERRITORY with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

Dated this ____ day of _____, 2007

AMELIA SANGALLI, individually

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2007.

Notary Public

CILCO

By:_____

Its:_____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2007.

Notary Public

Prepared By:

Sue E. Bosich
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

After recording return to:

Sue E. Bosich
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), made and entered into on or as of the _____ day of _____, 2007, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, (hereinafter referred to as the "CITY") and AMELIA SANGALLI, individually, (hereinafter referred to as "SANGALLI").

RECITALS

WHEREAS, 65 ILCS 5/11-15.1, et. seq. authorizes the corporate authorities of any Illinois municipality to enter into agreements with persons having an interest in land which may be annexed to such municipality; and

WHEREAS, SANGALLI is the owner of the real estate, consisting of approximately 35 acres, set forth on the annexation plat attached hereto on Exhibit "A" as PIN: 05-05-32-200-002, and which said legal description is more fully set forth as Exhibit "B" attached hereto and

incorporated herein by reference thereto; and

WHEREAS, AMEREN CILCO is the owner of real estate, consisting of approximately 5.61 acres, highlighted on the Annexation Plat attached hereto on Exhibit “C” PIN: 05-05-32-200-012, and which said description is more fully set forth as Exhibit “D” attached hereto and incorporated herein by reference thereto; and

WHEREAS, said real estate being referred to herein as “PROPERTY”; and

WHEREAS, SANGALLI and CITY wish to provide for the annexation of the PROPERTY to the CITY and appropriate zoning for the development and operation of the PROPERTY pursuant to this Agreement; and

WHEREAS, the PROPERTY is located in unincorporated Tazewell County, Illinois, and is contiguous and adjacent to the CITY; and

WHEREAS, no electors reside on the PROPERTY; and

WHEREAS, on July 11, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing concerning the zoning classification which SANGALLI has agreed will be assigned to the PROPERTY upon annexation; and

WHEREAS, on July 23, 2007, pursuant to notice in the manner required by law, the City Council of CITY conducted a public hearing on the question of entering into an annexation agreement with SANGALLI relative to the PROPERTY.

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and serve the best interests of the City and its residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. DEFINITIONS As used in this Agreement, the following words shall have the meanings ascribed to them under DEFINITIONS.
 - a. “PROPERTY” means the real estate to be annexed by this Agreement described on the attached Exhibit “B”.
 - b. “CITY” means the City of Pekin, Illinois, an Illinois Municipal Corporation.
 - c. “SANGALLI” means Amelia Sangalli, individually.
 - d. “Agreement” means this Annexation Agreement.
 - e. “Wedge Annexation Agreement” means the Annexation Agreement between the CITY and VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company (hereinafter referred to as “VETERANS”), WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998 (hereinafter referred to as “LETROUT”); and WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company set forth in Exhibit “E”.
 - f. “AMEREN CILCO Corridor” means the real estate bisecting SANGALLI real estate, PIN 05-05-32-200-012 described on the attached Exhibit “D”.
 - e. “VD R.O.W.” means the Proposed Dedication for Proposed Veterans Drive Extension across the PROPERTY, as shown on the Zoning Map attached hereto as Exhibit G.

2. PETITION FOR ANNEXATION

SANGALLI shall, within ninety (90) days from the date of this Agreement, execute a petition for annexation of all of the PROPERTY situated west of the AMEREN CILCO Corridor and further identified as Tracts 1, 2, 3 and part of the VD R.O.W. in Paragraph 4 below, to CITY in substantially the form set forth in Exhibit “F” attached hereto and incorporated herein by reference. SANGALLI shall, within ten (10) years from the date of this Agreement, execute a petition for annexation of all of the PROPERTY situated east of the AMEREN CILCO Corridor and further identified as Tract 4 and part of the VD R.O.W as described in Paragraph 4 below, to CITY in substantially the form set forth in Exhibit “F” attached hereto and incorporated herein by reference. For each of the aforementioned petitions, SANGALLI agrees to provide to CITY an annexation plat, in satisfactory form for recording, which encompasses the tracts being annexed. Immediately upon execution of each petition respectively, SANGALLI shall file the petition with the Pekin City Clerk and shall cooperate with CITY to bring about annexation in accordance with the procedures set forth in 65 ILCS 5/7/1-8.

3. CITY TO ANNEX THE PROPERTY

CITY agrees that upon receipt of a proper petition for annexation, the City Council will enact an ordinance annexing the applicable portion of the PROPERTY to CITY.

4. CITY TO ZONE PROPERTY

Upon annexation of the PROPERTY to the CITY, the City Council shall enact an ordinance classifying the zoning of the PROPERTY to be as follows:

<u>Owner</u>	<u>Tract</u>	<u>Acres</u>	<u>Zoning</u>
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SANGALLI	1	9.4	OS-1 Office Zoning
SANGALLI	2	6.4	B-1 Business Zoning
SANGALLI	3	2.9	I-1 I-1 Zoning - restricted to mini-storage units. If area to be used for any other purposes, then SANGALLI consents to rezoning of property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said property from I-1 to the applicable zoning classification.
SANGALLI	4	7.8	B-1 Business Zoning
SANGALLI	VD ROW	7.0	AG Agricultural (unchanged)
AMEREN CILCO		5.61	AG, Agricultural

and which said zoning classifications are depicted on Exhibit "G" attached hereto and incorporated herein by reference thereto.

5. USE OF PROPERTY

CITY and SANGALLI agree that so long as SANGALLI remains in title to said premises, or any part thereof, that SANGALLI shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement, except in the case of I-1 Zoning, which shall be restricted to mini-storage units. If the area is to be used for any other purposes, then SANGALLI consents to rezoning of the property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said property

from I-1 to the applicable zoning classification. Further, until such time as Veterans Drive is developed, SANGALLI has the right to farm the PROPERTY.

6. SANITARY SEWER SYSTEM

A. CITY'S OBLIGATIONS It is acknowledged by CITY that a material inducement to SANGALLI to annex the PROPERTY to the CITY is the potential availability of sanitary sewer facilities owned by CITY. CITY covenants and agrees that, at its expense, a sanitary sewer system will be constructed by WEDGE as per the WEDGE ANNEXATION AGREEMENT, set forth in Exhibit "E". Thereafter, said system may be extended along the proposed line set forth in Exhibit "H" attached hereto and incorporated herein by reference.

B. During the term of this agreement, SANGALLI warrants and agrees to dedicate any easements necessary for the installation of the sanitary sewer system by CITY or any other public utilities, including any necessary right of way in California Road. Such dedication shall take place by delivery of a warranty deed within thirty days of CITY'S request. SANGALLI agrees to permit the CITY to run lateral lines from the main across proposed Veterans Drive, at CITY'S cost, at a time to be determined by CITY. There shall be no charge to SANGALLI for connection to the sanitary sewer facilities until such time as SANGALLI develops PROPERTY. At that time, SANGALLI shall pay \$_____ per acre for connection to the sewer facilities. Tap-on fees shall be payable to the CITY at the normal CITY rates in effect at the time a building permit is issued.

7. VETERANS DRIVE OPTION TO PURCHASE

CITY and SANGALLI agree that CITY is in the process of expanding and developing Veterans Drive, which shall cross PROPERTY (Exhibit "B") and as more fully set forth on the Zoning Map attached hereto as Exhibit "G" and incorporated herein by reference thereto.

SANGALLI grants CITY an option (the "Option") to purchase any such rights of way from the PROPERTY as required for the expansion and development of Veterans Drive. Upon the exercise of the Option by CITY, SANGALLI agrees to dedicate, transfer and convey to CITY such rights of way requested by CITY, by delivering a warranty deed within thirty days of such a request by CITY. CITY may exercise this Option at any time between the date of this agreement and twenty (20) years from the date of this agreement, by the delivery of written notice to SANGALLI of CITY's intent to exercise the Option. As consideration for the Option, the sufficiency of which is hereby acknowledged by SANGALLI, CITY shall zone the PROPERTY as described in Paragraph 4 above.

In the event CITY exercises its Option, yet Veterans Drive is not completed by June 30, 2017, CITY agrees that SANGALLI can repurchase the right of way property for the amount paid by the CITY to acquire the same, plus 5% interest on the full amount paid by the CITY.

Additionally, CITY agrees to purchase from SANGALLI, upon the completion of the development and construction of the Veterans Drive extension, that portion of the PROPERTY situated east of the AMEREN CILCO Corridor and north of Sheridan Road.

CITY agrees to pay SANGALLI the fair market value of the property dedicated as a right of way to CITY and for that portion of the PROPERTY situated east of the AMEREN CILCO Corridor and north of Sheridan Road. In order to determine the fair market value, CITY and SANGALLI agree to jointly appoint an appraiser to appraise the property within five days of the request by CITY. If CITY and SANGALLI cannot agree upon the use of a single appraiser, each shall then appoint their own appraiser within ten days of request by CITY. Those two appraisers shall appoint a third appraiser within five days of their own appointment. CITY and

SANGALLI shall each bear the expense of their own appraiser, and shall share equally the expense of the third appraiser. The three appraisers shall independently appraise said property within ten days of all being appointed. The average appraised value as determined by said appraisers shall constitute the fair market value for the premises to be conveyed by SANGALLI to CITY. Upon conveyance, CITY shall pay the fair market value to SANGALLI for the right of way and that portion of the PROPERTY situated east of the AMEREN CILCO Corridor and north of Sheridan Road. All title expenses and recording fees shall be borne by CITY.

8. VETERANS DRIVE DEDICATIONS AND ACCESS POINTS

Upon SANGALLI requesting development and/or subdivision of PROPERTY, CITY shall grant to SANGALLI two access points to Veterans Drive, to be constructed over PROPERTY. The first of such locations shall provide for access to the East and West of Veterans Drive, connecting Tracts 2 and 3, and shall be located at a point mutually agreeable between the CITY and SANGALLI. The second location shall provide for access to Tract 4, to the east of Veterans Drive. In the event that SANGALLI and CITY cannot mutually agree on the location for the access points, then the access points shall be located as per the plat attached as Exhibit "G".

Currently, SANGALLI is using PROPERTY as farm land. CITY agrees to allow the construction of one farm field entrance from Veterans Drive. Said location shall provide farm entry both to the East and West of Veterans Drive and shall be located at such location as may be mutually agreed to between CITY and SANGALLI.

9. SHERIDAN ROAD ACCESS POINT

Upon SANGALLI requesting development and/or subdivision of PROPERTY, CITY

shall grant to SANGALLI three (3) access points to Sheridan Road to be constructed as follows; Tracts 1,2 and 4 shall each have one (1) access point to Sheridan Road and each access point shall be located at a point mutually agreeable between the CITY and SANGALLI on said Tracts.

10. ANNEXATION OF AMEREN CILCO CORRIDOR

AMEREN CILCO has consented to the petition for annexation of the AMEREN CILCO Corridor. The AMEREN CILCO Corridor bisects SANGALLI real estate, PIN 05-05-32-200-012 and shall be annexed contemporaneously with that real estate.

11. CITY TAXES

Until such time as SANGALLI or a successor in interest develops the PROPERTY, the PROPERTY shall not be subject to CITY taxes. Upon development of the PROPERTY or any portion thereof, CITY taxes shall be applied to the developed portion of the PROPERTY on a per acre basis.

12. AMENDMENTS

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

13. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may

be hereinafter authorized by statute and by CITY ordinance. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the PROPERTY or any ordinance enacted by CITY pursuant to this Agreement.

14. RECORDING OF AGREEMENT

A copy of this Agreement shall be recorded in the Office of the Tazewell County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

15. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or equity to secure the specific performance of the covenants herein contained.

16. NOTICES

Unless and until such time as subsequent notice is received in writing as required herein, the addresses of CITY and SANGALLI for all purposes under this Agreement are as follows:

to CITY at: City of Pekin 111 S. Capitol Street Pekin, IL 61554 Attn: City Clerk	to SANGALLI at: Amelia Sangalli c/o Tim Sangalli
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17. SEVERABILITY AND AUTHORITY TO EXECUTE AGREEMENTS

If any provision of this Agreement or any section, sentence, clause or word or the application thereof in any circumstance is held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and the application of such provision, section, sentence, clause or word in any other circumstance shall not be affected unless SANGALLI shall have had contractual benefits materially impaired thereby, in which event, that party shall have the right to elect otherwise in writing made and delivered promptly following receipt of notice of the subject invalidity.

This Agreement is entered into between CITY and SANGALLI, pursuant to the provisions of the Illinois Municipal Code regarding annexation agreements and the authority of CITY to enter into agreements pursuant to those home rule powers pursuant to Article VII, Section 10 of the 1970 Illinois Constitution.

18. APPLICABLE TO ENTIRE PROPERTY

The rights, obligations and duties of the parties as herein set forth shall be applicable to each and every portion of the PROPERTY.

19. COUNTERPARTS AND SUCCESSORS

This Agreement may be executed in any number of counterparts, each of which shall nevertheless constitute but one Agreement. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

APPROVALS

Wherever any approval or consent of CITY or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

21. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

22. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

23. WAIVER

None of the parties shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

24. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary, Owners or their successors and assigns shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon Owner or its successor and assigns by this Agreement until such obligations have been fully performed or until City, at its

sole option, has otherwise released Owner or its successor and assigns from any or all of such obligations.

25. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

26. FORCE MAJEURE

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

27. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

28. ATTORNEYS FEES

In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other

party, the party not in default shall be entitled to recover reasonable attorneys' fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

29. ADDITIONAL DOCUMENTS

The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

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IN WITNESS WHEREOF, authorized representatives of the parties have hereunto set their hands and seals and have caused this Agreement to be executed all on the day and year first above written.

CITY OF PEKIN, ILLINOIS,

By

R. David Tebben, Mayor

ATTEST:

By

Sue McMillan, City Clerk

STATE OF ILLINOIS)
) SS.
 COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. David Tebben, personally known to me to be the Mayor of the City of Pekin, and Sue McMillan, personally known to me to be the City Clerk of the City of Pekin, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Pekin for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2007.

 Notary Public

OWNER:

AMELIA SANGALLI

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Amelia Sangalli, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2007.

Notary Public

**CONSENT TO PETITION FOR ANNEXATION AND ORDINANCE ANNEXING
PROPERTY**

The Sangalli Property described in the foregoing Agreement is bisected by the AMEREN CILCO property identified by PIN # 05-05-32-200-012. In order to maintain contiguity for the entire Sangalli Property, it is necessary to annex the aforementioned AMEREN CILCO property. AMEREN CILCO hereby acknowledges and consents to a petition annexing the AMEREN CILCO property to the City of Pekin and any ordinance necessary to facilitate the same.

AMEREN CILCO

By: _____

Its: _____

EXHIBIT “A”

Annexation Plat

EXHIBIT "B"**Legal Description****Sangalli**

A PART OF SECTION 32, T25N, R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32 BEING THE POINT OF BEGINNING; THENCE S89°02'12"W, A DISTANCE OF 25.16 FEET TO THE SOUTHEAST CORNER OF THE COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T25, R4W, OF THE 3RD PM; THENCE N00°38'30"W, ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, A DISTANCE 1109.42 FEET; THENCE N20°41'30"E ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, A DISTANCE OF 142.46 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EAST LINE OF SAID COUNTRY CLUB ESTATES NO. 6, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 64 FEET, MORE OR LESS, TO THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 31 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 22 FEET, MORE OR LESS, TO THE NORTHERLY R.O.W. LINE OF SHERIDAN ROAD; THENCE EASTERLY ALONG THE NORTHERLY R.O.W. LINE OF SAID SHERIDAN ROAD, A DISTANCE OF 800 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE EASTERLY ALONG THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 539 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32; THENCE S00°02'57"E ALONG THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE 1329.44 FEET TO THE NORTHEAST CORNER OF THE W 1/2 OF THE SE 1/4 OF SAID SECTION 32; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SW 1/4 OF NE 1/4 OF SAID SECTION 32, A DISTANCE OF 1,021.91 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 40 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

EXHIBIT "D"
Description
AMEREN CILCO Corridor

PIN# 05-05-32-200-012 consisting of approximately 5.61 acres.

EXHIBIT “E”
Wedge Annexation Agreement

EXHIBIT “F”
Sangalli Petition For Annexation

EXHIBIT “G”
Zoning Map

EXHIBIT “H”
Sanitary Sewer System Plan

**EXHIBIT “C”
AMEREN CILCO
Location Map**

ORDINANCE NO.**AN ORDINANCE APPROVING ANNEXATION AGREEMENT**

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

WHEREAS, GORDON A. UEHLING, JR. is the owner of the following described real estate and that there are no electors residing therein; and

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto. (hereinafter the "TERRITORY").

AND WHEREAS, said TERRITORY is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said TERRITORY is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, the City of Pekin and the owner of record of all of the land within the territory herein described have negotiated a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, on July 11, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing for the purpose of considering the annexation and zoning of the TERRITORY; and

WHEREAS, on July 23, 2007, pursuant to notice in the manner required by law, the Mayor and the City Council of the City of Pekin conducted a public hearing for the purpose of considering the Annexation Agreement and the annexation zoning of the TERRITORY; and

WHEREAS, it is deemed in the best interests of the City of Pekin, Illinois, that the City of Pekin approves the Annexation Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION I: That the Annexation Agreement regarding the TERRITORY as described in Exhibit “A” attached hereto is hereby approved.

SECTION II: That the Mayor and the City Clerk are hereby authorized and directed to execute, deliver and perform the Annexation Agreement (and the documents incorporated therein) substantially in the form of such Annexation Agreement as presented at this meeting or with such changes therein as may be approved by the officers executing the same. The Mayor and City Clerk are further authorized to execute such other documents as may be necessary and proper to consummate said Annexation Agreement,

SECTION III: That the Notices and Affidavit of Mailing of Notice marked Exhibit “C” be made an express part of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2007; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

Exhibit "A"

TRACT A

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK nail in pavement at the South Quarter Corner of said Section 32, thence North $89^{\circ}-08'-13''$ East (bearings assumed for description purposes only) along the south line of said Southeast Quarter 542.90 feet; thence North $1^{\circ}-18'-38''$ West 40.00 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road), said iron pipe to be the Point of Beginning of Tract A to be described;

From the Point of Beginning, thence continuing North $1^{\circ}-18'-38''$ West 543.28 feet to an iron pipe set; thence South $89^{\circ}-08'-13''$ West 319.23 to an iron pipe; thence South $0^{\circ}-44'-44''$ East 533.12 feet to an iron pipe set on said north right of way line; thence South $86^{\circ}-16'-36''$ East along said right of way line 126.85 feet to an iron pipe set; thence North $89^{\circ}-08'-13''$ East continuing along said north right of way line 198.12 feet to the Point of Beginning. Said Tract A contains 4.000 acres, more or less.

TRACT B

Part of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North $0^{\circ}-52'-40''$ West (bearings assumed for description purposes only) along the east line of said Southwest Quarter 644.54 feet to a PK nail set in pavement said PK nail to be the Point of Beginning of Tract B to be described;

From the Point of Beginning, thence North $89^{\circ}-46'-47''$ West 300.41 feet to an iron pipe set; thence South $0^{\circ}-52'-40''$ East 580.11 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence South $89^{\circ}-46'-47''$ East along said right of way line 246.13 feet to an iron pipe set; thence North $0^{\circ}-18'-05''$ East continuing along the right of way line of said F.A.S. Route 1467 (Broadway Road) 134.56 feet to an iron pipe set; thence North $4^{\circ}-50'-18''$ East continuing along said right of way line 100.50 feet to an iron pipe set; thence North $0^{\circ}-52'-20''$ West continuing along said right of way line 100.00 feet to an iron pipe set; thence North $3^{\circ}-42'-06''$ East continuing along said right of way line 100.32 feet to an iron pipe set; thence North $89^{\circ}-07'-40''$ East 30.48 to a PK Nail set in pavement on said east line; thence North $0^{\circ}-52'-40''$ West along said east line 144.54 to the Point of Beginning.

Said Tract B contains 3.548 acres, more or less.

*City Draft 8-07-07**Prepared By:*

Thomas R. Cullen
Elliff, Keyser, Oberle,
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

After recording return to:

Thomas R. Cullen
Elliff, Keyser, Oberle,
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), made and entered into on or as of the _____ day of _____, 2007, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as the "CITY" and GORDON A. UEHLING, JR., individually, hereinafter referred to as "UEHLING".

RECITALS

WHEREAS, 65 ILCS 5/11-15.1, et. seq. authorizes the corporate authorities of any Illinois municipality to enter into agreements with persons having an interest in land which may be annexed to such municipality; and

WHEREAS, UEHLING is the owner of the real estate, consisting of approximately 7.548 acres, set forth on the plat attached hereto on Exhibit "A" as Tracts A and B, and which said legal description is more fully set forth as Exhibit "B" attached hereto and incorporated herein by

reference thereto; and

WHEREAS, all of which said real estate being collectively referred to herein as “PROPERTY”; and

WHEREAS, UEHLING and the CITY wish to provide for the annexation of the PROPERTY to the City and appropriate zoning for the development and operation of the PROPERTY pursuant to this Agreement; and

WHEREAS, the PROPERTY is located in unincorporated Tazewell County, Illinois, and is contiguous and adjacent to the City; and

WHEREAS, no electors reside on the PROPERTY; and

WHEREAS, on _____, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing concerning the zoning classification which UEHLING has agreed will be assigned to the PROPERTY upon annexation; and

WHEREAS, on _____, 2007, pursuant to notice in the manner required by law, the City Council of the CITY conducted a public hearing on the question of entering into an annexation agreement with UEHLING relative to the PROPERTY.

WHEREAS, the CITY, after due and careful consideration, finds that the annexation of said PROPERTY on the terms and conditions hereinafter set forth will serve to further the growth of the CITY and serve the best interests of the CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements

contained in this Agreement, the parties agree as follows:

1. DEFINITIONS As used in this Agreement, the following words shall have the meanings ascribed to them under DEFINITIONS.
 - a. "PROPERTY" means the real estate to be annexed by this Agreement described on the attached Exhibit "A".
 - b. "CITY" means the City of Pekin, Illinois, an Illinois Municipal Corporation.
 - c. "UEHLING" means Gordon A. Uehling, Jr., individually.
 - d. "Agreement" means this Annexation Agreement.
 - e. "TRACT 4" means the property set forth as TRACT 4 on the plat attached hereto as Exhibit "A".

2. PETITION FOR ANNEXATION

UEHLING shall, within ninety (90) days from the date of this Agreement, execute a petition for annexation of the PROPERTY to the CITY in substantially the form set forth in Exhibit "C" attached hereto and incorporated herein by reference. UEHLING agrees to provide to the CITY an annexation plat, in satisfactory form for recording, which encompasses all of the PROPERTY as hereinafter defined. All costs and expenses incurred for platting and survey work, including any recording fees related thereto, shall be borne by the CITY. Immediately upon execution of the petition, UEHLING shall file the petition with the Pekin City Clerk and shall cooperate with CITY to bring about annexation in accordance with the procedures set forth in 65 ILCS 5/7/1-8.

3. CITY TO ANNEX THE PROPERTY

The City agrees that upon receipt of a proper petition for annexation, the City Council

will enact an ordinance annexing the PROPERTY to the CITY.

4. CITY TO ZONE PROPERTY

Upon annexation of the PROPERTY to the CITY, the City Council shall enact an ordinance classifying the zoning of the PROPERTY to be as follows:

<u>Owner</u>	<u>Tract</u>	<u>Zoning</u>
UEHLING	Tract A	B-3
UEHLING	Tract B	B-3

5. USE OF PROPERTY

The CITY and UEHLING agree that the above described zoning classifications of the PROPERTY shall run with the land. UEHLING, or his successor in interest to the PROPERTY, or any part thereof, shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement.

6. SANITARY SEWER SYSTEM

Upon completion of the main sanitary sewer line for the existing California Road, UEHLING shall, upon payment to the CITY of the applicable tap-on fee, be granted access to said main sanitary sewer line, provided that any and all costs and expenses related to such a connection shall be paid by UEHLING. UEHLING acknowledges that UEHLING and WEDGE DEVELOPMENT, LLC and VETERANS DRIVE INVESTMENTS, LLC, entered into a separate agreement dated _____, 2007, which provides in part, for the allocation and payment of the costs and expenses related to the construction and access to the main sanitary sewer line. In the event WEDGE DEVELOPMENT, LLC and/or VETERANS DRIVE INVESTMENTS, LLC do not install the main sanitary sewer line, the CITY shall have no

obligation to construct or install a main sanitary sewer line to service the PROPERTY.

7. VETERANS DRIVE DEDICATIONS AND ACCESS POINTS

CITY shall grant to UEHLING and VETERANS one access point, to the east side from Veterans Drive that shall accommodate both Tract A and Tract 4. Said access point shall provide access to both UEHLING'S property, located south of the access point and VETERANS property, located north of the access point. Such access point shall be located as per the plat attached as Exhibit "E". Furthermore, the entrance for said access point shall also be constructed as per Exhibit "E". Said access point shall align itself with the shared access point for Tract 1 and Tract B described above.

CITY shall also grant to UEHLING and WEDGE one access point, to the west side from Veterans Drive that shall accommodate both Tract B and Tract 1. Said access point shall provide access to both UEHLING'S property, located south of the access point and WEDGE'S property, located north and west of the access point. Such access point shall be located as per the plat attached as Exhibit "E". Furthermore, the entrance for said access point shall also be constructed as per Exhibit "E". Said access point shall align itself with the shared access point for Tract 4 and Tract A described above. **UEHLING shall dedicate to the CITY ___ feet of even width of the north end of Tract B for street Right of Way.**

8. CONSTRUCTION OF MUTUAL ACCESS POINTS BETWEEN ADJACENT PARCELS

It is acknowledged by the CITY and UEHLING that UEHLING has entered into a separate agreement with WEDGE DEVELOPMENT, LLC and VETERANS DRIVE INVESTMENTS, LLC, dated _____, 2007, to determine the cost allocation and

payment of the costs and expenses related to the construction of the mutual access points between adjacent parcels.

9. BROADWAY ROAD DEDICATIONS

UEHLING DEDICATION: The CITY and UEHLING agree that the CITY is in the process of expanding and developing Broadway Road, which shall cross UEHLING'S property as more fully set forth on the plat attached hereto as Exhibit "D" and incorporated herein by reference thereto. UEHLING agrees to dedicate, transfer and convey to the CITY .0025 acres, more or less, from the Southwest corner of UEHLING'S Tract A. All costs and expenses related to said dedication, transfer and conveyance shall be borne by the CITY.

10. CONTROLLING PROVISIONS

The provisions of this Agreement shall control over the provisions of any ordinances, code or regulations of the CITY which are in conflict with the provisions of this Agreement. The subdivision has been designed to meet or exceed setback standards in the CITY's zoning ordinance. In the interim between execution of this Agreement and completion of the subdivision, any changes in the CITY setback or yard requirements shall not be applicable to the development as approved herein.

11. AMENDMENTS

This Agreement, and the Exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of an ordinance by the CITY approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

12. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may be hereinafter authorized by statute and by CITY ordinance. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the PROPERTY or any ordinance enacted by the CITY pursuant to this Agreement.

13. RECORDING OF AGREEMENT

An executed copy of this Agreement or a memorandum thereof shall be filed among the land records in the Office of the Tazewell County Recorder of Deeds immediately upon the execution of this Agreement.

14. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or equity to secure the performance of the covenants herein contained.

15. NOTICES

Unless and until such time as subsequent notice is received in writing as required herein, the addresses of the CITY and UEHLING for all purposes under this Agreement are as follows:

to CITY at: City of Pekin 111 S. Capitol Street Pekin, IL 61554 Attn: City Clerk	to UEHLING at: Gordon A. Uehling, Jr. 222 Ruckman Road Closter, NJ 07624
--	---

16. SEVERABILITY AND AUTHORITY TO EXECUTE AGREEMENTS

If any provision of this Agreement or any section, sentence, clause or word or the

application thereof in any circumstance is held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and the application of such provision, section, sentence, clause or word in any other circumstance shall not be affected unless UEHLING shall have had contractual benefits materially impaired thereby, in which event, that party shall have the right to elect otherwise in writing made and delivered promptly following receipt of notice of the subject invalidity.

This Agreement is entered into between the CITY and UEHLING, pursuant to the provisions of the Illinois Municipal Code regarding annexation agreements and the authority of the CITY to enter into agreements pursuant to those home rule powers pursuant to Article VII, Section 10 of the 1970 Illinois Constitution.

17. APPLICABLE TO ENTIRE PROPERTY

The rights, obligations and duties of the parties as herein set forth shall be applicable to each and every portion of the PROPERTY.

18. COUNTERPARTS AND SUCCESSORS

This Agreement may be executed in any number of counterparts, each of which shall nevertheless constitute but one Agreement. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

19. TIME

Time shall be of the essence of this Agreement and of each and every provision hereof.

20. APPROVALS

Wherever any approval or consent of the CITY or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or

delayed.

21. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

22. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

23. WAIVER

None of the parties shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

24. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary, UEHLING or his successors and assigns shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon UEHLING or his successors and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released UEHLING or his successors and assigns from any or all of such obligations.

25. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

26. FORCE MAJEURE

If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

27. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

28. ADDITIONAL DOCUMENTS

The parties shall execute and deliver such additional documentation as may be necessary
to implement this Annexation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties have hereunto set their hands and seals and have caused this Agreement to be executed all on the day and year first

City Draft 8-07-07

above written.

CITY OF PEKIN, ILLINOIS

By

R. DAVID TEBBEN, Mayor

ATTEST:

By

SUE MCMILLAN, City Clerk

OWNER:

GORDON A. UEHLING, JR.

EXHIBIT "A"

Plat

EXHIBIT "B"**Legal Descriptions*****TRACT A***

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK nail in pavement at the South Quarter Corner of said Section 32, thence North 89°-08'-13" East (bearings assumed for description purposes only) along the south line of said Southeast Quarter 542.90 feet; thence North 1°-18'-38" West 40.00 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road), said iron pipe to be the Point of Beginning of Tract A to be described;

From the Point of Beginning, thence continuing North 1°-18'-38" West 543.28 feet to an iron pipe set; thence South 89°-08'-13" West 319.23 to an iron pipe; thence South 0°-44'-44" East 533.12 feet to an iron pipe set on said north right of way line; thence South 86°-16'-36" East along said right of way line 126.85 feet to an iron pipe set; thence North 89°-08'-13" East continuing along said north right of way line 198.12 feet to the Point of Beginning.

Said Tract A contains 4.000 acres, more or less.

TRACT B

Part of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 0°-52'-40" West (bearings assumed for description purposes only) along the east line of said Southwest Quarter 644.54 feet to a PK nail set in pavement said PK nail to be the Point of Beginning of Tract B to be described;

From the Point of Beginning, thence North 89°-46'-47" West 300.41 feet to an iron pipe set; thence South 0°-52'-40" East 580.11 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence South 89°-46'-47" East along said right of way line 246.13 feet to an iron pipe set; thence North 0°-18'-05" East continuing along the right of way line of said F.A.S. Route 1467 (Broadway Road) 134.56 feet to an iron pipe set; thence North 4°-50'-18" East continuing along said right of way line 100.50 feet to an iron pipe set; thence North 0°-52'-20" West continuing along said right of way line 100.00 feet to an iron pipe set; thence North 3°-42'-06" East continuing along said right of way line 100.32 feet to an iron pipe set; thence North 89°-07'-40" East 30.48 to a PK Nail set in pavement on said east line; thence North 0°-52'-40" West along said east line 144.54 to the Point of Beginning.

Said Tract B contains 3.548 acres, more or less.

EXHIBIT "C"

PETITION FOR ANNEXATION

GORDON A. UEHLING, JR. ("Petitioner") petitions and requests the City of Pekin, Illinois, to annex the following described territory to said City, to-wit:

TRACT A

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK nail in pavement at the South Quarter Corner of said Section 32, thence North 89°-08'-13" East (bearings assumed for description purposes only) along the south line of said Southeast Quarter 542.90 feet; thence North 1°-18'-38" West 40.00 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road), said iron pipe to be the Point of Beginning of Tract A to be described;

From the Point of Beginning, thence continuing North 1°-18'-38" West 543.28 feet to an iron pipe set; thence South 89°-08'-13" West 319.23 to an iron pipe;

thence South 0°-44'-44" East 533.12 feet to an iron pipe set on said north right of way line; thence South 86°-16'-36" East along said right of way line 126.85 feet to an iron pipe set; thence North 89°-08'-13" East continuing along said north right of way line 198.12 feet to the Point of Beginning.

Said Tract A contains 4.000 acres, more or less.

TRACT B

Part of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 0°-52'-40" West (bearings assumed for description purposes only) along the east line of said Southwest Quarter 644.54 feet to a PK nail set in pavement said PK nail to be the Point of Beginning of Tract B to be described;

From the Point of Beginning, thence North 89°-46'-47" West 300.41 feet to an iron pipe set; thence South 0°-52'-40" East 580.11 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence South 89°-46'-47" East along said right of way line 246.13 feet to an iron pipe set; thence North 0°-18'-05" East continuing along the right of way line of said F.A.S. Route 1467 (Broadway Road) 134.56 feet to an iron pipe set; thence North 4°-50'-18" East continuing along said right of way line 100.50 feet to an iron pipe set; thence North 0°-52'-20" West continuing along said right of way line 100.00 feet to an iron pipe set; thence North 3°-42'-06" East continuing along said right of way line 100.32 feet to an iron pipe set; thence North 89°-07'-40" East 30.48 to a PK Nail set in pavement on said east line; thence North 0°-52'-40" West along said east line 144.54 to the Point of Beginning.

Said Tract B contains 3.548 acres, more or less.

(hereinafter the "Territory"). In support of this petition, the undersigned certifies as follows:

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. That there are no electors residing within the Territory other than Petitioner.
4. Petitioner requests that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the

Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

DATED: _____, 2007

EXHIBIT "D"
Broadway Road Expansion Plat

ORDINANCE NO.**AN ORDINANCE APPROVING ANNEXATION AGREEMENT**

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

WHEREAS, VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998, and WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, are the owners of the following described real estate, and that there are no electors residing therein; and

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto. (hereinafter the "TERRITORY").

AND WHEREAS, said TERRITORY is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said TERRITORY is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, the City of Pekin and the owners of record of all of the land within the territory herein described have negotiated a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, on July 11, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing for the purpose of considering the annexation and zoning of the TERRITORY; and

WHEREAS, on July 23, 2007, pursuant to notice in the manner required by law, the Mayor and the City Council of the City of Pekin conducted a public hearing for the purpose of

considering the Annexation Agreement and the annexation zoning of the TERRITORY; and

WHEREAS, it is deemed in the best interests of the City of Pekin, Illinois, that the City of Pekin approves the Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I: That the Annexation Agreement regarding the TERRITORY as described in Exhibit “A” attached hereto is hereby approved.

SECTION II: That the Mayor and the City Clerk are hereby authorized and directed to execute, deliver and perform the Annexation Agreement (and the documents incorporated therein) substantially in the form of such Annexation Agreement as presented at this meeting or with such changes therein as may be approved by the officers executing the same. The Mayor and City Clerk are further authorized to execute such other documents as may be necessary and proper to consummate said Annexation Agreement,

SECTION III: That the Notices and Affidavit of Mailing of Notice marked Exhibit “C” be made an express part of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2007; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

Prepared By:

Sue E. Bosich
 Elliff, Keyser Oberle
 & Dancey, P.C.
 109 S. Fourth Street
 PO Box 873
 Pekin, Illinois 61555-0873

After recording return to:

Sue E. Bosich
 Elliff, Keyser Oberle
 & Dancey, P.C.
 109 S. Fourth Street
 PO Box 873
 Pekin, Illinois 61555-0873

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), made and entered into on or as of the _____ day of _____, 2007, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, (hereinafter referred to as the "CITY"); VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company (hereinafter referred to as "VETERANS"), WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998 (hereinafter referred to as "LETROUT"); and WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, (hereinafter referred to as "WEDGE").

RECITALS

WHEREAS, 65 ILCS 5/11-15.1, et. seq. authorizes the corporate authorities of any

Illinois municipality to enter into agreements with persons having an interest in land which may be annexed to such municipality; and

WHEREAS, WEDGE is the owner of the real estate, consisting of approximately 73.465 acres, set forth on the annexation plat attached hereto on Exhibit "A" as Tract 1, and which said legal description is more fully set forth as Exhibit "B" attached hereto and incorporated herein by reference thereto; and

WHEREAS, LETROUT is the owner of the real estate, consisting of approximately 35.758 acres, set forth on the annexation plat attached hereto on Exhibit "A" as Tract 3, and which said legal description is more fully set forth as Exhibit "C" attached hereto and incorporated herein by reference thereto; and

WHEREAS, VETERANS is the owner of the real estate, consisting of approximately 10.025 acres, set forth on the annexation plat attached hereto on Exhibit "A" as Tract 2, and which said legal description is more fully set forth as Exhibit "D" attached hereto and incorporated herein by reference thereto; and

WHEREAS, VETERANS is the owner of the real estate, consisting of approximately 9.333 acres, set forth on the annexation plat attached hereto on Exhibit "A" as Tract 4, and which said legal description is more fully set forth as Exhibit "E" attached hereto and incorporated herein by reference thereto; and

WHEREAS, LETROUT is the owner of the real estate, consisting of approximately 7.190 acres, set forth on the annexation plat attached hereto on Exhibit "A" as Tract 5, and which said legal description is more fully set forth as Exhibit "F" attached hereto and incorporated herein by reference thereto; and

WHEREAS, AMEREN CILCO is the owner of the real estate, highlighted on the Annexation Plat attached hereto on Exhibit “H” as the AMEREN CILCO corridor, and which description is more fully set forth as Exhibit “I” attached hereto and incorporated herein by reference thereto; and

WHEREAS, all of which said real estate being collectively referred to herein as “PROPERTY”; and

WHEREAS, WEDGE has purchased the real estate described as Tract 1 on Exhibit “B” for a residential/commercial/mixed use subdivision, said land to be subdivided as shown in the Site Layout Plan attached as Exhibit “G”; and

WHEREAS, WEDGE, VETERANS, LETROUT and CITY wish to provide for the annexation of the PROPERTY to the City and appropriate zoning for the development and operation of the PROPERTY pursuant to this Agreement; and

WHEREAS, the PROPERTY is located in unincorporated Tazewell County, Illinois, and will be contiguous and adjacent to the corporate limits of the CITY, and may therefore be annexed to the CITY as provided in 65 ILCS 5/7-1-8; and

WHEREAS, no electors reside on the PROPERTY; and

WHEREAS, on July 11, 2007, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing concerning the zoning classification which WEDGE, VETERANS and LETROUT have agreed will be assigned to the PROPERTY upon annexation; and

WHEREAS, on July 23, 2007, pursuant to notice in the manner required by law, the City Council of CITY conducted a public hearing on the question of entering into an annexation

agreement with WEDGE, VETERANS, and LETROUT relative to the PROPERTY.

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and serve the best interests of the City and its residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. DEFINITIONS As used in this Agreement, the following words shall have the meanings ascribed to them under DEFINITIONS.
 - a. “PROPERTY” means the real estate to be annexed by this Agreement described on the attached Exhibit “A”.
 - b. “CITY” means the City of Pekin, Illinois, an Illinois Municipal Corporation.
 - c. “VETERANS” means VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company.
 - d. “LETROUT” means WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998.
 - e. “WEDGE” means WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability
 - f. “Agreement” means this Annexation Agreement.

- g. “AMEREN CILCO Corridor” means the real estate directly to the east of Tracts 2,3,4, and 5 PIN# 05-05-32-400-006, described on the attached Exhibit “I”.
- _____h. “UEHLING” means Gordon A. Uehling, Jr., individually.
- _____i. “substantially completed” means that the final plat has been approved and recorded and that the infrastructure is complete.

2. PETITION FOR ANNEXATION

WEDGE, VETERANS and LETROUT shall, within ninety (90) days from the date of this Agreement, execute a petition for annexation of the PROPERTY to CITY in substantially the form set forth in Exhibit “J” attached hereto and incorporated herein by reference. WEDGE, VETERANS and LETROUT agree to provide to CITY an annexation plat, in satisfactory form for recording, which encompasses all of the PROPERTY as hereinafter defined. Immediately upon execution of the petition, WEDGE, VETERANS and LETROUT shall file the petition with the Pekin City Clerk and shall cooperate with CITY to bring about annexation in accordance with the procedures set forth in 65 ILCS 5/7/1-8.

3. CITY TO ANNEX THE PROPERTY

The City agrees that upon receipt of a proper petition for annexation, the City Council will enact an ordinance annexing the PROPERTY to the CITY.

4. CITY TO ZONE PROPERTY

Upon annexation of the PROPERTY to the CITY, the City Council shall enact an ordinance classifying the zoning of the PROPERTY to be as follows:

<u>Owner</u>	<u>Tract</u>	<u>Acres</u> <u>Approx.</u>	<u>Zoning</u>
WEDGE	Tract 1 3.1		B-1, Business Zoning
		45.8	R-1, One-Family Residential
		20.5	RV-1, RV-2 or RV-3, Villas/0 Lot
		Line.	
		3.8	RM-3, Multi-Family Residential
VETERANS	Tract 2	I-1 Zoning - restricted to mini-storage units. If area to be used for any other purposes, then VETERANS consents to rezoning of property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said property from I-1 to the applicable zoning classification.	
VETERANS	Tract 2	B-1, Business Zoning	
LETROUT	Tract 3	B-1, Business Zoning	
LETROUT	Tract 3	I-1 Zoning - restricted to mini-storage units. If area to be used for any other purposes, then VETERANS consents to rezoning of property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said	

property from I-1 to the applicable zoning classification.

VETERANS	Tract 4	B-1, Business Zoning
LETROUT	Tract 5	B-1, Business Zoning
AMEREN CILCO	11.42	AG, Agricultural

and which said zoning classifications are depicted on Exhibit “K” attached hereto and incorporated herein by reference thereto.

5. USE OF PROPERTY

A. CITY and WEDGE agree that so long as WEDGE remains in title to said premises, or any part thereof, that WEDGE shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement.

B. CITY and VETERANS agree that so long as VETERANS remains in title to said premises, or any part thereof, that VETERANS shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement, except that I-1 Zoning is restricted to mini-storage units. If area to be used for any other purposes, then VETERANS consents to rezoning of property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said property from I-1 to the applicable

zoning classification.

C. CITY and LETROUT agree that so long as LETROUT remains in title to said premises, or any part thereof, that LETROUT shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement, except that I-1 Zoning is restricted to mini-storage units. If area to be used for any other purposes, then LETROUT consents to rezoning of property to B-3. Further, in the event City amends zoning classifications so as to permit the existence of mini storage units on property zoned other than I-1, owner consents to the rezoning of said property from I-1 to the applicable zoning classification.

6. APPROVAL OF PRELIMINARY AND FINAL PLATS FOR WEDGE

CITY shall approve preliminary and final plats for Tract 1, provided said preliminary and final plats are substantially in conformance with the Site Layout Plan attached hereto as Exhibit "G". WEDGE shall have the right to decrease the number of lots proposed and to shift lot boundaries and location of streets (but not substantially) to accommodate actual surveys, and to increase the number of lots as may be approved from time to time by the Pekin Planning Commission. WEDGE shall have the right to develop Tract 1 in phases and to submit plats for approval in phases.

WEDGE agrees to have Phase I as per the Site Layout Plan set forth in Exhibit "G", substantially completed by December 31, 2010. If Phase I is not substantially completed by the above date, WEDGE'S NOTE for the sewer costs will become due and payable immediately.

7. APPROVAL OF PRELIMINARY AND FINAL PLATS FOR VETERANS and LETROUT CITY shall approve preliminary and final plats for Tracts 2,3,4 and 5, provided said preliminary and final plats are substantially in conformance with the CITY Municipal Code and Subdivision Ordinances and with appropriate uses for the zoning class to be authorized pursuant to the terms of this Agreement as set forth in Exhibit “K” attached hereto and incorporated herein by reference. VETERANS and LETROUT shall have the right to develop Tracts 2,3,4 and 5 in phases and to submit plats for approval in phases.

8. ANNEXATION OF AMEREN CILCO CORRIDOR

_____AMEREN CILCO has consented to the petition for annexation of the AMEREN CILCO Corridor. The AMEREN CILCO Corridor is adjacent to Tracts 2,3,4 and 5, PIN# 05-05-32-400-006, and shall be annexed contemporaneously with the PROPERTY.

9. SANITARY SEWER

A. CITY’S OBLIGATIONS It is acknowledged by CITY that a material inducement to WEDGE, VETERANS, and LETROUT to annex the PROPERTY to the CITY is the availability of sanitary sewer facilities owned by CITY. CITY covenants and agrees that, at its expense, including but not limited to construction costs and engineering fees (both design and inspection), along with any other professional fees, a sanitary sewer system will be constructed by WEDGE which shall serve the PROPERTY. Said system will be extended from the end of the existing line at Grandview Estates along the proposed line set forth in Exhibit “N” attached hereto and incorporated herein by reference. It is further agreed that WEDGE shall reimburse the CITY the

actual costs of construction for WEDGE's proportionate share, including engineering fees (both design and inspection), along with any other professional fees as set forth in this Agreement. WEDGE shall not commence construction or approve any change orders until the City Manager has approved the bids and specifications and/or any change orders on behalf of the CITY. WEDGE shall substantially complete the extension so that it is operational by December 31, 2008, provided all required easements are obtained by December 31, 2007. Prior to the acceptance by CITY of the extension of the sanitary sewer system, including the lift station, a two year maintenance guarantee in the amount set by CITY shall be posted by WEDGE.

In the event that the sewer is not completed by December 31, 2008, Section 9 of this Agreement will be voided. Notwithstanding, WEDGE shall provide easements to the CITY for construction of the sewer. All other sections of this Agreement will remain in effect. The engineer's preliminary estimate of construction costs is Six Hundred Ninety One Thousand Nine Hundred Forty Nine Dollars and 00/100 (\$691,949.00). In the event that the construction costs for the extension of the sewer exceed the engineer's preliminary estimate, CITY and WEDGE shall adjust proportionately the amounts due and payable to CITY. In the event that CITY and WEDGE cannot agree on the adjusted amount due and payable, CITY and WEDGE agree to binding arbitration as follows:

If the parties are unable to resolve any disagreement or dispute arising under or related to adjusted construction costs for the extension of the sewer, they shall resolve the disagreement or dispute by arbitration as prescribed in this Section.

With respect to the abovementioned disputes, a single arbitrator engaged in the practice of law who is knowledgeable about the subject matter of this Agreement shall conduct the arbitration under the then current rules of the American Arbitration Association (the "AAA"). The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in Tazewell County, Illinois. All expedited procedures prescribed by the AAA rules shall apply, and the arbitrator shall apply the laws of the State of Illinois. No arbitrator shall have or previously have had any significant relationship with the parties.

There shall be no discovery other than the exchange of information, which is provided to the arbitrator by the parties. The arbitrator shall have authority only to award compensatory damages and shall not have authority to award

punitive damages, other noncompensatory damages or any other form of relief; the parties hereby waive all rights to and claim for relief other than compensatory damages. The arbitrators' fees and other costs of the arbitration shall be borne by the party, against whom the award is rendered, except as the arbitrator may otherwise provide in a written opinion.

The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) days of the appointment of the arbitrator.

The obligation to arbitrate shall not be binding upon any party with respect to requests for preliminary injunctions or temporary restraining orders, and all such proceedings shall be governed by and construed in accordance with the laws of the State of Illinois, except that the Illinois conflict of laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction. Any such proceeding hereunder shall be brought in an appropriate court of competent jurisdiction located in Tazewell County, Illinois, and the parties hereby submit to the personal jurisdiction thereof.

The decision rendered in arbitration will be final and nonappealable. Notwithstanding the foregoing, if the controversy or claim in question is not resolved by arbitration as provided herein within one hundred fifty (150) days after selection of the first arbitrator, either party may pursue any remedy with respect hereto provided by law.

B. WEDGE'S OBLIGATIONS WEDGE will sign a NOTE and personal GUARANTY by its members payable to the CITY with interest as set forth in Exhibits "L" and "M", made a part hereof and incorporated herein by reference for their portion of the sewer costs which include all costs EXCEPT for the costs to:

(1) Extend the sewer from Grandview Estates to the north boundary of the WEDGE land, for which the engineers preliminary estimate of costs is One Hundred Forty Eight Thousand Three Hundred Thirty Five Dollars and 00/100 (\$148,335.00).

(2) Upsize the sewer to provide service to land south of Broadway and/or east of the eastern boundary of the LETROUT and VETERANS land, for which the engineers preliminary estimate of costs is Sixty Eight Thousand One Hundred Thirty Eight Dollars and 00/100

(\$68,138.00).

(3) Upsize the sewer lift station to provide service to land south of Broadway and/or east of the eastern boundary of the LETROUT and VETERANS land, for which the engineers preliminary estimate of costs is Seventy Five Thousand Three Hundred Eighty Three Dollars and 00/100 (\$75,383.00).

(4) In the event that any of the abovementioned estimates ((9(b)(1),(2),or (3)) exceed the engineer's preliminary estimate, CITY and WEDGE shall adjust proportionately the amounts due and payable to CITY. In the event that CITY and WEDGE cannot agree on the adjusted amount due and payable, CITY and WEDGE agree to the abovementioned binding arbitration. C. Repayment of the NOTE to the City shall be as follows:

(1) At the earlier to occur of either the CITY approving the final plats or six (6) months after the approval by the CITY of the preliminary plats for any phase of Tract 1, the following shall be due and payable:

- (a) Single Family Residential Lots \$2,000. per lot
- (b) MultiFamily Residential (Villas/0 Lot Line) Lots \$3,000. per lot
- (c) MultiFamily Residential (Apartment) Lots \$5,000. per acre or portion

thereof

- (d) Office Lots \$4,000. per acre

(2) At the earlier to occur of either the CITY approving the final plats or six (6) months after the approval by the CITY of the preliminary plats for any section of Tracts 2 through 5:

\$4,000. Per acre.

It is hereby expressly understood and agreed that if any of the abovementioned construction

costs for the extension of the sanitary sewer system exceed the engineer's preliminary estimate of construction costs, CITY and WEDGE shall adjust proportionately the amounts due to CITY. In the event that CITY and WEDGE cannot agree on amounts due, both parties agree to the abovementioned binding arbitration.

At such time as a building permit is issued, tap-on fees shall be payable to the CITY by the property owner or his or her contractor at the normal CITY rates in effect at that time. Such fees shall be wholly separate and in addition to the NOTE repayment amounts listed above.

Notwithstanding anything to the contrary, WEDGE agrees that if it has not completed the construction of Phase 1(substantially in the layout set forth in Exhibit "G") on or before December 31, 2010, that it shall pay to the CITY the unpaid balance of principle and interest due on said date of NOTE. The CITY shall give WEDGE credit for all payments made for the final plats for each phase of Tract 1 which the CITY has previously accepted.

D. During the term of this agreement, VETERANS warrants and agrees to dedicate any easements necessary for the installation of the sanitary sewer system by CITY or any other public utilities.

E. During the term of this agreement, LETROUT warrants and agrees to dedicate any easements necessary for the installation of the sanitary sewer system by CITY or any other public utilities.

10.

DEVELOPMENT STANDARDS OF WEDGE

A. Right-of-Way Width Right-of-way width shall be 54 feet.

B. Pavement Width Pavement width shall be 34 feet, with curb and gutter as required by City Subdivision Code. Streets shall be constructed with 8 inches of aggregate

and 3 inches of asphalt. Streets shall be dedicated to CITY. WEDGE will warrant the public streets for two years, consistent with the requirements and obligations of Title 10-6-1C.

- C. Storm System A grading plan and storm water run-off plan for the subdivision shall be established and submitted to CITY for approval. WEDGE agrees that the storm water retention plan must comply with all existing CITY and EPA regulations.
- D. Street Lights Street lights to be dedicated to CITY shall be provided only at the intersection of any entrance streets with the realigned Veterans Drive, at any intersections of interior streets, and at the end of any cul de sacs. On the remaining streets within the subdivision, WEDGE shall require in the Declaration of Covenants and Restrictions a provision that each lot be provided with a front yard ornamental light.

11.

VETERANS DRIVE DEDICATIONS AND ACCESS POINTS

A. VETERANS DEDICATION AND ACCESS POINTS

CITY and VETERANS agree that CITY is in the process of expanding and developing Veterans Drive, which shall cross VETERANS' property (Tracts 2 and 4) and as more fully set forth on the plat attached hereto as Exhibit "K" and incorporated herein by reference thereto. VETERANS agrees to dedicate, transfer and convey to CITY such rights of way by delivering a warranty deed within thirty days of such request by CITY. Upon conveyance of the right of way, CITY shall pay Twenty Five Thousand Two Hundred Fifty Three Dollars and 00/100 (\$25,253.00) to VETERANS for said right of way. All title and expenses and recording fees shall be borne by

the CITY.

Land shall be purchased by October 31, 2007. If Veterans Drive is not completed by June 30, 2017, CITY agrees that VETERANS can repurchase the right of way property for the amount paid by the CITY to acquire it plus 5% interest, computed annually, on the full amount paid by the CITY.

Until such time as Veterans Drive is developed, VETERANS has the right to farm Tracts 2 and 4.

CITY shall grant to VETERANS and UEHLING one access point, to the east side from Veterans Drive that shall accommodate both Tract A and Tract 4. Said access point shall provide access to both UEHLING'S property, located south of the access point and VETERANS property, located north of the access point. Such access point shall be located as per the plat attached as Exhibit "G". Furthermore, the entrance for said access point shall also be constructed as per Exhibit "G". Said access point shall align itself with the shared access point for Tract 1 and Tract B described above.

It is acknowledged by the CITY, WEDGE, VETERANS and UEHLING that UEHLING has entered into a separate agreement with WEDGE and VETERANS dated _____, 2007, to determine the cost allocation and payment of the costs and expenses related to the construction of the mutual access points between adjacent parcels.

B. LETROUT DEDICATION AND ACCESS POINTS CITY and LETROUT agree that CITY is in the process of expanding and developing Veterans Drive, which shall cross LETROUT'S property (Tract 3) and as more fully set forth on the plat attached hereto as Exhibit

“K” and incorporated herein by reference thereto. LETROUT agrees to dedicate, transfer and convey to CITY such rights of way by delivering a trustee’s deed within thirty days of such request by CITY. Upon conveyance of the right of way, CITY shall pay One Hundred Thirty Four Thousand Seven Hundred Sixty Five Dollars and 00/100 (\$134,765.00) to LETROUT for said right of way. All title expenses and recording fees shall be borne by CITY.

Land shall be purchased by October 31, 2007. If Veterans Drive is not completed by June 30, 2017, CITY agrees that LETROUT can repurchase the right of way property for the amount paid by the CITY to acquire it plus 5% interest, computed annually, on the full amount paid by the CITY.

Until such time as Veterans Drive is developed, LETROUT has the right to farm Tract3.

CITY shall also grant to LETROUT two access points, to the east side and the west side, from Veterans Drive to Tract 3. Said access points shall provide access to LETROUT’S property located East and West of Veterans Drive. Such locations shall be as mutually agreed upon between LETROUT and CITY at the time LETROUT develops and/or subdivides said parcel. In the event that LETROUT and CITY cannot mutually agree on the location for the access points, then the access points shall be located as per the plat attached as Exhibit “G”. LETROUT and CITY further agree that said access points will allow access to cross LETROUT’S property and, by an extension of said access, connect to Tract 1 being developed by WEDGE.

CITY shall grant to LETROUT a single access point to Broadway Road from Tract 5. Said access point shall provide access to LETROUT’S property located North of Broadway Road. Such location shall be as mutually agreed upon between LETROUT and CITY at the time

LETROUT develops and/or subdivides said parcel.

C. UEHLING and WEDGE SHARED ACCESS POINT BETWEEN TRACT B AND TRACT 1 TO VETERANS DRIVE

CITY shall grant to UEHLING and WEDGE one access point, to the west side from Veterans Drive that shall accommodate both Tract B and Tract 1. Said access point shall provide access to both UEHLING'S property, located south of the access point and WEDGE'S property, located north and west of the access point. Such access point shall be located as per the plat attached as Exhibit "G". Furthermore, the entrance for said access point shall also be constructed as per Exhibit "G". Said access point shall align itself with the shared access point for Tract 4 and Tract A described above. UEHLING shall dedicate to the CITY 61.35 feet of even width of the north end of Tract B for street Right of Way.

It is acknowledged by the CITY, WEDGE, VETERANS and UEHLING that UEHLING has entered into a separate agreement with WEDGE and VETERANS dated _____, 2007, to determine the cost allocation and payment of the costs and expenses related to the construction of the mutual access points between adjacent parcels.

D. CONSTRUCTION OF MUTUAL ACCESS POINTS BETWEEN ADJACENT PARCELS OTHER THAN THOSE LISTED ABOVE

(1) The cost and construction of the mutual access points for Tracts 1,2, 3 and 4 shall be paid for by the developer of each parcel. However, if the parcels are not developed simultaneously, the CITY agrees to pay for the cost of the undeveloped tract provided that the access road is constructed to all CITY standards and is dedicated to the CITY as public right of

way. The owner of the undeveloped tract agrees to reimburse the CITY for its respective costs plus interest at the rate of 5% per annum, computed annually, at the time the owner seeks a subdivision approval or development for said tract. Notwithstanding anything herein to the contrary, the owner of the undeveloped tract shall pay the reimbursement costs plus interest on the first to occur of:

- a) Five (5) years after construction of the access point or points; or
- b) August 1, 2027.

E. VACATING OF CALIFORNIA ROAD

That portion of California Road within the boundaries of the PROPERTY and adjacent to Tracts 1,2,3 and 4 shall be vacated once Veterans Drive is constructed.

F. BUILDING OF ROAD

CITY agrees to pay for the road extension from California Road to Veterans Drive from Tract 1. However, if Veterans Drive is developed before Phase I of Tract 1 is completed, then WEDGE must pay to connect from California Road to Veterans Drive.

G. FARM ACCESS ROADS

CITY agrees to allow the construction of one farm field entrance from Veterans Drive to each of Tracts 1,2,3 and 4. Said location shall provide farm entry from Veterans Drive and shall be at such location as may be mutually agreed to between CITY and LETROUT, WEDGE and/or VETERANS.

12.

BROADWAY ROAD DEDICATIONS

A. WEDGE DEDICATION

CITY and WEDGE agree that CITY is in the process of expanding and developing

Broadway Road, which shall cross WEDGE'S property (Tract 1) and as more fully set forth on the plat attached hereto as Exhibit "O" and incorporated herein by reference thereto. WEDGE agrees to dedicate, transfer and convey to CITY such rights of way by delivering a warranty deed within thirty days of such request by CITY. CITY agrees to pay WEDGE \$6,555.00 per acre for said dedication as a right of way to CITY. Upon conveyance of the right of way, CITY shall pay the sum of funds to WEDGE for said right of way. All title expenses and recording fees shall be borne by CITY. It is agreed between the parties that CITY shall acquire the property within five (5) years of the execution of this Annexation Agreement.

B. LETROUT DEDICATION

CITY and LETROUT agree that CITY is in the process of expanding and developing Broadway Road, which shall cross LETROUT'S property (Tract 5) and as more fully set forth on the plat attached hereto as Exhibit "O" and incorporated herein by reference thereto. LETROUT agrees to dedicate, transfer and convey to CITY such rights of way by delivering a warranty deed within thirty days of such request by CITY. CITY agrees to pay LETROUT \$6,555.00 per acre for said dedication as a right of way to CITY. Upon conveyance of the right of way, CITY shall pay the sum of funds to LETROUT for said right of way. All title expenses and recording fees shall be borne by CITY. It is agreed between the parties that CITY shall acquire the property within five (5) years of the execution of this Annexation Agreement.

13. SITE FOR WEATHER SIREN

_____ WEDGE, VETERANS and LETROUT agree to give to CITY a tract of land from

PROPERTY measuring fifty (50') feet by (50') feet, suitable to house a weather siren. Such tract of land will be taken from a mutually agreeable site, not zoned residential.

14.

DEVELOPMENT OF TRACT 1

_____ WEDGE and CITY agree as follows regarding development of Tract 1:

_____ A. MODEL HOMES

WEDGE shall have the right, but not the obligation, to construct up to five model homes in the development at any time, including, without limitation, prior to issuance of temporary or final certificates of occupancy therefor, and prior to the installation of utilities to serve said homes. In addition, WEDGE shall be permitted to operate a sales office, including the sale of mortgage services, from a model home. WEDGE shall have the right to construct temporary parking near the model home. Said parking area will be removed when the sales office is permanently closed.

B. TEMPORARY SIGNS

WEDGE shall have the right to erect a temporary sales sign at each entrance to the subdivision advertising the subdivision for a period of thirty-six months. Individual signs shall not exceed 8 feet by 4 feet in size.

C. PERMANENT MONUMENT SIGN

WEDGE shall have the right to erect a permanent monument sign at each entrance to the project within an easement on private property. Individual signs shall not exceed 20 square feet in area or 5 feet in height.

D. FEES

CITY permit fees shall not be increased as to this PROPERTY except in the ordinary course of business, and as applied equally to all property within the CITY.

E. SUBDIVISION COVENANTS

WEDGE shall record subdivision covenants prior to the approval of the Final Plat for Phase 1 against the single family residential portion of the Project Site which, among other things, require the lot owner to build a home within three (3) years of the purchase of the lot, require that homes within the Project Site be at least the following:

<u>RESIDENCE TYPE</u>	<u>MINIMUM SQUARE FEET OF LIVING SPACE</u>
Villas/0 Lot Line	1,400
Ranch	1,800
1 ½ Story or Cape Cod	2,000 (1,400 on main level)
Two Story	2,000 (1,200 on main level)
Tri Level	2,000 (1,200 on main level)

all require attached garages and provide that sidewalks will be constructed at the time of construction of the homes.

F. CERTIFICATE OF COMPLETION

Promptly after completion of construction of the Public Improvements, and upon request of WEDGE, CITY will execute and deliver to WEDGE a certificate of completion. Said instrument of certification by CITY shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of WEDGE and its successors and assigns that the construction of the Public Improvements has been completed in accordance with the provisions of this Agreement.

G. CONFORMANCE TO FEDERAL, STATE AND LOCAL
REQUIREMENTS

All work with respect to the Public Improvements shall conform to CITY'S zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes and prevailing wage laws.

15. CONTROLLING PROVISIONS

The provisions of this Agreement shall control over the provisions of any ordinances, code or regulations of CITY which are in conflict with the provisions of this Agreement. The subdivision has been designed to meet or exceed setback standards in the CITY'S zoning ordinance. In the interim between execution of this Agreement and completion of the subdivision, any changes in CITY setback or yard requirements shall not be applicable to the development as approved herein.

16. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may be hereinafter authorized by statute and by CITY ordinance. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the PROPERTY or any ordinance enacted by CITY pursuant to this Agreement.

17. RECORDING OF AGREEMENT

A copy of this Agreement shall be recorded in the Office of the Tazewell County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

18. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or equity to secure the specific performance of the covenants herein contained.

19. NOTICES

Unless and until such time as subsequent notice is received in writing as required herein, the addresses of CITY, WEDGE, VETERANS and LETROUT for all purposes under this Agreement are as follows:

n tol Street 1554 Clerk	to WEDGE at: Wedge Development, LLC 2956 Court Street Pekin IL 61554
----------------------------------	---

WEDGES at: WEDGES Investments, LLC Court Street 61554	to LETROUT at: LeTrout Land Trust 2956 Court Street Pekin IL 61554

20.

SEVERABILITY AND AUTHORITY TO EXECUTE AGREEMENTS

If any provision of this Agreement or any section, sentence, clause or word or the application thereof in any circumstance is held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and the application of such provision, section, sentence, clause or word in any other circumstance shall not be affected unless WEDGE, VETERANS, or LETROUT shall have had contractual benefits materially impaired thereby, in which event, that party shall have the right to elect otherwise in writing made and delivered promptly following receipt of notice of the subject invalidity.

This Agreement is entered into between CITY and WEDGE, VETERANS and LETROUT, pursuant to the provisions of the Illinois Municipal Code regarding annexation agreements and the authority of CITY to enter into agreements pursuant to those home rule powers pursuant to Article VII, Section 10 of the 1970 Illinois Constitution.

21. APPLICABLE TO ENTIRE PROPERTY

The rights, obligations and duties of the parties as herein set forth shall be applicable to each and every portion of the PROPERTY.

22. COUNTERPARTS AND SUCCESSORS

This Agreement may be executed in any number of counterparts, each of which shall nevertheless constitute but one Agreement. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.____

23. APPROVALS

Wherever any approval or consent of CITY or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

24. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

25. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

26. AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

27. WAIVER

None of the parties shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

28. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary, VETERANS, LETROUT and WEDGE or their successors and assigns shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon VETERANS, LETROUT and WEDGE or their successors and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released VETERANS, LETROUT and WEDGE or their successors and assigns from any or all of such obligations.

29. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

30.

FORCE MAJEURE

If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

31.

GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

32.

ATTORNEYS FEES

In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorneys' fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

33. ADDITIONAL DOCUMENTS

The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

CITY OF PEKIN, ILLINOIS,

By: _____

R. David Tebben, Mayor

Attest:

By: _____

Sue McMillan, City Clerk

STATE OF ILLINOIS)

) SS.

COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. David Tebben, personally known to me to be the Mayor of the City of Pekin, and Sue McMillan, personally known to me to be the City Clerk of the City of Pekin, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Pekin for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2007.

Notary Public

OWNERS:

WEDGE DEVELOPMENT, LLC,
an Illinois Limited Liability Company,

By
Its General Manager

VETERANS DRIVE INVESTMENTS, LLC,
an Illinois Limited Liability Company,

By
Its General Manager

LETROUT LAND TRUST,

By _____
Trustee

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person/s whose name is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/they signed, sealed and delivered the foregoing instrument as his/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

PERSONAL GUARANTY

The undersigned do hereby personally guarantee the performance of all duties and obligations of WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, under the above Annexation Agreement.

DATED: _____, 2007 _____
Everett O. Reed

DATED: _____, 2007 _____
Andrew W. Leman

DATED: _____, 2007 _____
David B. Leman

DATED _____, 2007 _____
William J. Leman

DATED _____, 2007 _____
John Troutman

PERSONAL GUARANTY

The undersigned do hereby personally guarantee the performance of all duties and obligations of VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, under the above Annexation Agreement.

DATED: _____, 2007

DATED: _____, 2007

DATED: _____, 2007

PERSONAL GUARANTY

The undersigned do hereby personally guarantee the performance of all duties and obligations of LETROUT LAND TRUST under the above Annexation Agreement.

DATED: _____, 2007

By Its _____

CONSENT TO PETITION FOR ANNEXATION AND ORDINANCE ANNEXING
PROPERTY

Tracts 1,2,3 and 4 described in the foregoing Agreement are adjacent to the AMEREN CILCO Corridor identified by PIN # 05-05-32-400-006. AMEREN CILCO hereby acknowledges and consents to a petition annexing the AMEREN CILCO Corridor to the City of Pekin and any ordinance necessary to facilitate the same.

AMEREN CILCO

By: _____

Its: _____

EXHIBIT “A”

Annexation Plat

EXHIBIT “B”**Legal Description**

EXHIBIT "C"**Legal Description**
LeTrout - Tract 3

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 0°-52'-40" West (bearings assumed for description purposes only) along the west line of said Southeast Quarter 931.94 feet to the Point of Beginning of Tract 3 to be described;

From the Point of Beginning; thence North 89°-07'-30" East 1150.22 feet to a point on a line parallel with and 175.00 feet measured perpendicular west of the east line of said West Half; thence North 0°-34'-25" West along said parallel line 1350.02 feet; thence South 89°-07'-30" West 1157.39 feet to a point on said west line of said Southeast Quarter; thence South 0°-52'-40" East along said west line of said Southeast Quarter 1350.00 feet to the Point of Beginning.

Said Tract 3 contains 35.758 acres, more or less.

EXHIBIT "D"**Legal Description**
Veterans - Tract 2

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 0°-52'-40" West (bearings assumed for description purposes only) along the west line of said Southeast Quarter 2281.94 feet to the Point of Beginning of Tract 2 to be described;

From the Point of Beginning; thence continuing along said west line North 0°-52'-40" West 400.00 feet to the Center of said Section 32; thence North 89°-07'-30" East along the north line of said Southeast Quarter 1022.25 feet to an iron pipe found; thence South 20°-02'-52" East 411.70 feet; thence South 0°-34'-25" East along a line parallel with and 175.00 feet measured perpendicular west of the east line of said West Half 11.13 feet; thence South 89°-07'-30" West 1157.39 feet to the Point of Beginning.

Said Tract 2 contains 10.025 acres, more or less.

EXHIBIT "E"**Legal Description**
Veterans - Tract 4

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 0°-52'-40" West (bearings assumed for description purposes only) along the west line of said Southeast Quarter 931.94 feet; thence North 89°-07'-30" East 105.80 feet to the Point of Beginning of Tract 4 to be described;

From the Point of Beginning; thence North 89°-07'-30" East 1044.42 feet to a point on a line parallel with and 175.00 feet measured perpendicular west of the east line of said West Half; thence South 0°-34'-25" East along said parallel line 348.91 feet; thence South 89°-08'-13" West 929.10 feet to an iron pipe set; thence South 0°-44'-44" East 533.12 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence North 86°-16'-36" West along said north right of way line 28.64 feet; thence North 8°-32'-54" West along the east right of way line of California Road 196.65 feet; thence North 15°-32'-29" West continuing along said east right of way line 200.83 feet; thence North 15°-14'-58" West continuing along said east right of way line 73.73 feet; thence North 0°-43'-18" East 419.10 feet to the Point of Beginning.

Said Tract 4 contains 9.333 acres, more or less.

EXHIBIT "F"**Legal Description**
LeTrout- Tract 5

Part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a PK Nail set in pavement at the South Quarter Corner of said Section 32, thence North 89°-08'-13" East (bearings assumed for description purposes only) along the south line of said Southeast Quarter 542.90 feet; thence North 1°-18'-38" West 40.00 feet to an iron pipe set on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence continuing North 1°-18'-38" West 164.02 feet to the Point of Beginning of Tract 5 to be described;

From the Point of Beginning, thence South 89°-57'-34" East 99.00 feet; thence South 1°-39'-12" East 162.47 feet to a point on the north right of way line of F.A.S. Route 1467 (Broadway Road); thence North 89°-08'-13" East along said north right of way line 502.95 feet to an iron pipe found at the intersection of said north right of way line and a line parallel with and 175.00 feet measured perpendicular west of the east line of said West Half; thence North 0°-34'-25" West along said parallel line 543.27 feet; thence South 89°-08'-13" West 609.87 feet to an iron pipe set; thence South 1°-18'-38" East 379.26 feet to the Point of Beginning.

Said Tract 5 contains 7.190 acres, more or less.

EXHIBIT "G"
SUBDIVISION PLAN

**EXHIBIT “H”
AMEREN CILCO MAP**

EXHIBIT "I"
Description
AMEREN CILCO Corridor

PIN#05-05-32-40-006 consisting of approximately 11.42 acres.

EXHIBIT “J”
Petition For Annexation

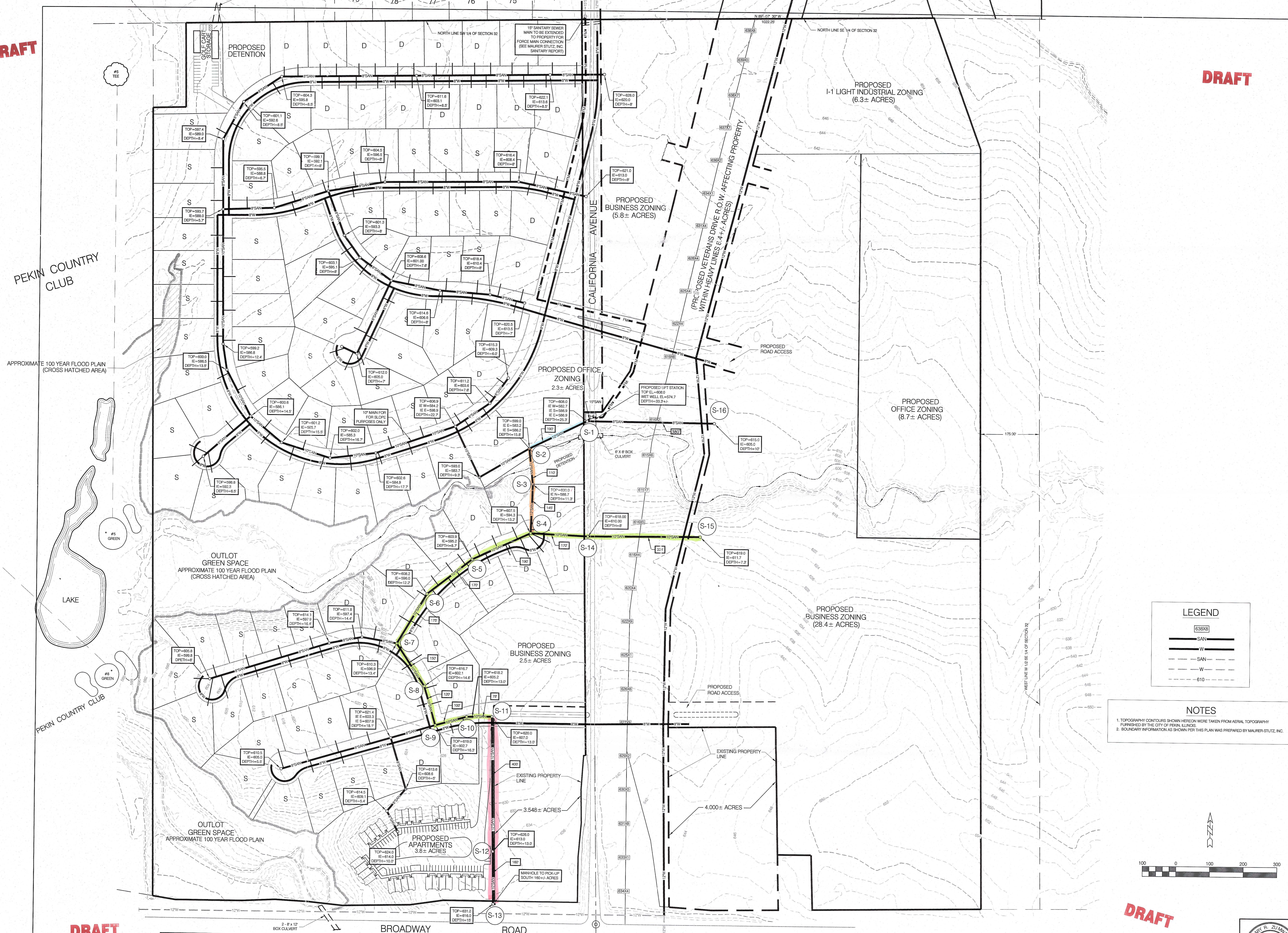
EXHIBIT “K”
Zoning Map

EXHIBIT “L”
Promissory Note

EXHIBIT “M”
Guaranty

EXHIBIT "N"
Sewer System Plan

EXHIBIT “O”
Broadway Road Extension Plan



DRAFT

DRAFT

DRAWN BY: MAH
APPROVED BY: GRZ
DATE: DECEMBER 8, 2006
DWG: 19234-SANITARY L-4

REVISIONS

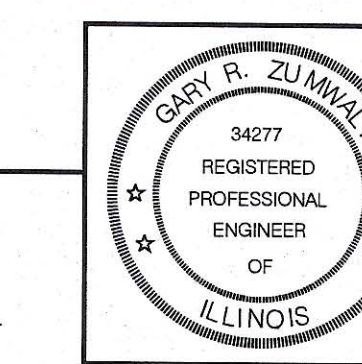
ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS-REGISTERED LAND SURVEYORS
1040 W. OLYMPIA DRIVE
PEORIA, ILLINOIS 61615 (309) 692-5074
DESIGN FIRM REGISTRATION NO. 184-003189

MONGE PROPERTY MANAGEMENT
PEKIN, ILLINOIS

SITE LAYOUT PLAN

SHT. NO.

1 OF 1



JOB NO. 1923

PROMISSORY NOTE

\$400,093.00

Date:

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of CITY OF PEKIN at 111 S. Capitol Street, Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of Four Hundred Thousand Ninety Three and 00/100(\$400,093.00) Dollars. Payments shall be paid as follows:

At the earlier to occur of either CITY approving the final plats or six (6) months after the approval by CITY of the preliminary plats for any phase of Tract 1, the following shall be due and payable:

- (a) Single Family Residential Lots \$2,000. per lot
- (b) MultiFamily Residential (Villas/0 Lot Line) Lots \$3,000. per lot
- (c) MultiFamily Residential (Apartment) Lots \$5,000. per acre or portion thereof
- (d) Office Lots \$4,000. per acre; and

At the earlier to occur of either CITY approving the final plats or six (6) months after the approval by CITY of the preliminary plats for any section of Tracts 2 through 5:

\$4,000. per acre.

until the 31th day of December, 2018 at which time the entire unpaid balance of principal and interest shall be due and payable in full. There shall be no interest for the first five years. Thereafter, from years six through ten, interest shall be at the rate as reported in the Wall Street Midwest Edition on all principal remaining from time to time unpaid.

The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 9% per annum while such default exists.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waives protest, presentment for payment and notice of dishonor, and agrees to pay a reasonable attorneys' fee if this Note is placed in the hands of an attorney for collection.

WEDGE DEVELOPMENT, LLC,
an Illinois Limited Liability Company,

By Its Members:

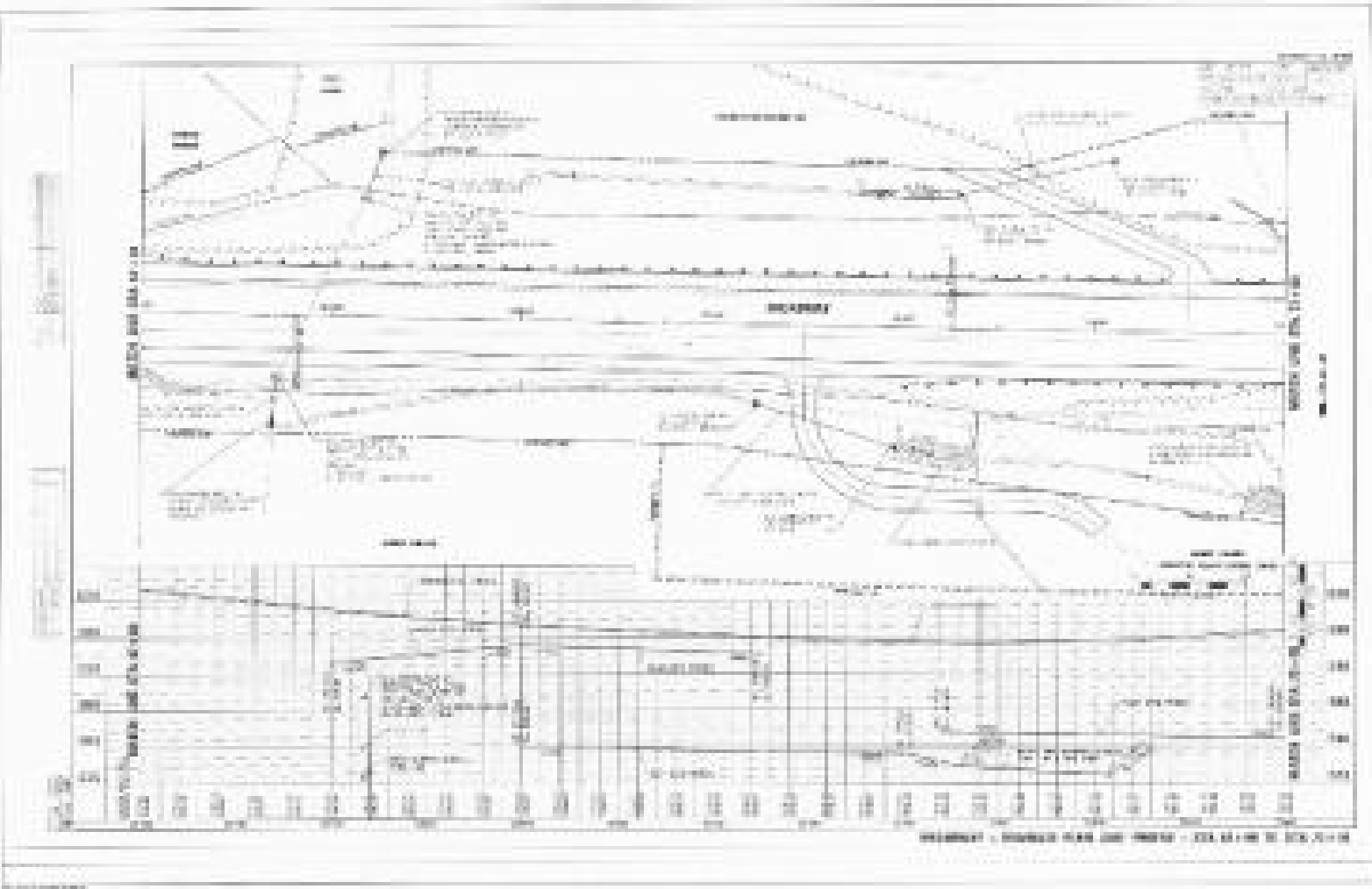
Everett O. Reed

Andrew W. Leman

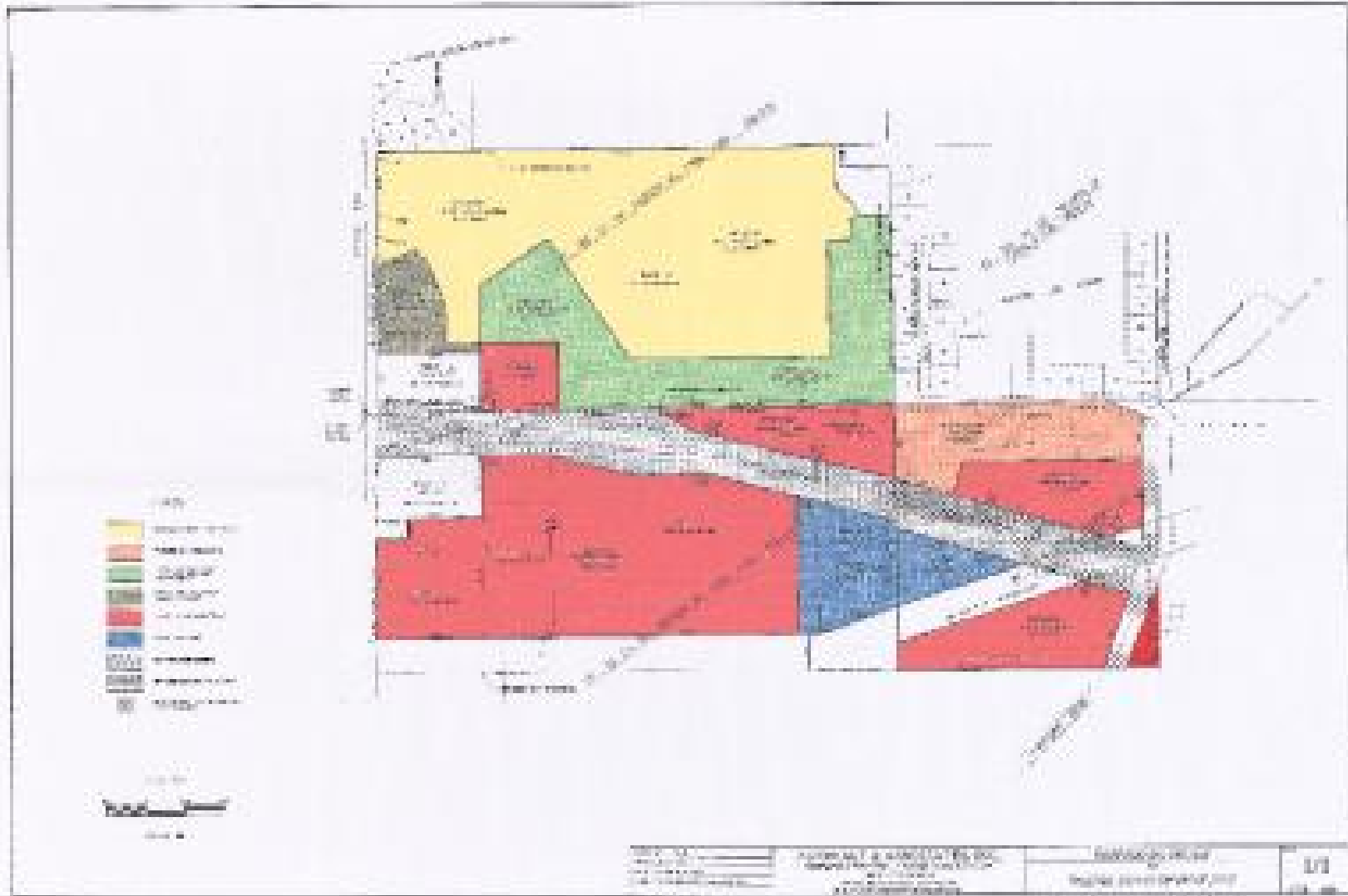
David B. Leman

William J. Leman

John Troutman







GUARANTY

The undersigned, Everett O. Reed, Andrew W. Leman, David B. Leman, William J. Leman, John Troutman ("collectively Owner"), under and with respect to that certain Annexation Agreement dated September ____, 2007, between CITY OF PEKIN and VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998; and WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, do hereby guarantee the full, due and punctual performance by WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, of all of their obligations and liabilities to CITY in the abovementioned Annexation Agreement, including, but not limited to: payment of a certain Promissory Note dated September ____, 2007, in the principal amount of Four Hundred Thousand Ninety-Three (\$400,093.00) Dollars, as per the schedule in the Agreement; and further represents, warrants and covenants that:

- a. Owner owns 100% interest of WEDGE DEVELOPMENT, LLC;
- b. this Guaranty is made for the benefit of CITY OF PEKIN, an Illinois Municipal Corporation, and to induce CITY OF PEKIN, an Illinois Municipal Corporation to enter into the Agreement and Promissory Note referred to above.
- c. the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any mortgage, lien, lease, indenture, other instrument or agreement, order, judgment or decree to which the undersigned is a party or by which it or any of its property is bound; and this Guaranty is the valid and binding obligation of the undersigned enforceable in accordance with its terms;
- d. this Guaranty shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the Agreement, or any sale or transfer of all or any part of the undersigned's percentage interest of WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, or any voluntary or involuntary liquidation, dissolution, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company, or any subsidiary; and this Guaranty shall in addition be binding upon all successors, assigns, executors, heirs, administrators and estate of the undersigned.
- e. the undersigned irrevocably submits to the jurisdiction of any court located in Tazewell County, Illinois, over any suit, action or proceeding arising out of or relating to this Agreement; and the undersigned agrees that service of process on the undersigned at the address stated below in accordance with the rules of any such court shall be deemed effective service or process upon the undersigned in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal delivery to the undersigned. Nothing in this paragraph shall affect any right which CITY OF PEKIN, an Illinois Municipal Corporation may otherwise have to bring proceedings against the undersigned or in the courts of any jurisdiction or jurisdictions other than those named above. The undersigned further guarantee to CITY OF PEKIN, an Illinois Municipal Corporation, and their successors and assigns, the full, prompt and faithful payment, performance and discharge of

each of the provisions and conditions of the aforesaid Agreement and Promissory Note or any other instruments given or executed in pursuance to said Agreement. The undersigned do further waive all notice of default by CITY OF PEKIN, an Illinois Municipal Corporation, and waive notice of acceptance of this Guaranty by CITY OF PEKIN, an Illinois Municipal Corporation, its successors and assigns.

GUARANTORS:

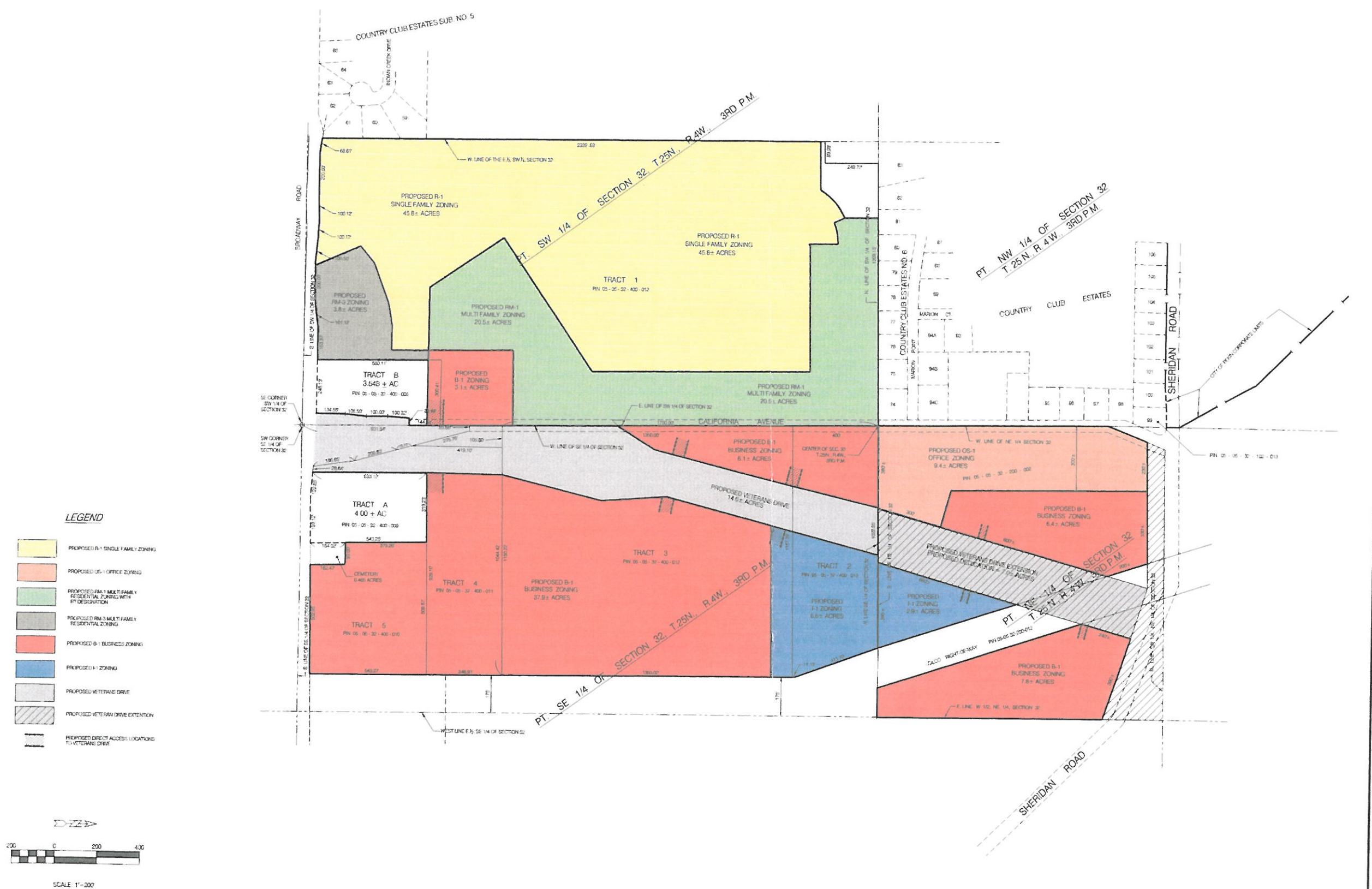
Everett O. Reed

Andrew W. Leman

David B. Leman

William J. Leman

John Troutman



DRAWN BY: DGR	ZUMWALT & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS 1040 W. OLYMPIA DRIVE PEORIA, ILLINOIS 61615 • (309) 692-5074 DESIGN FIRM REGISTRATION NO. 184-003189	PROPOSED ZONING MAP FOR WEDGE DEVELOPMENT, LLC	1/1 JOB NO. 19234
APPROVED BY: GRZ			
DATE: NOVEMBER 13, 2006			
DWG: Z:\19234\19234-W-005 Zoning Map.dwg			

Wedge Development, LLC



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Contract For Long Distance Phone Service

AGENDA DATE REQUESTED: September 10, 2007

ACTION REQUESTED: Authorize City Manager to enter into a Contract for Long Distance Phone Service with Gallatin River Communications.

BACKGROUND: I recently reviewed the past 12 months of the City's Long Distance Phone bills and was surprised with the rates and charges that we have been paying. I am not sure how long the City had contracted with the previous provider, but felt that it was time to request competitive bids for those services. I requested from staff and received a list of possible providers. Those prospective bidders were then sent a proposal and requested to submit a proposal.

* The purpose of the RFP is to determine whether there were long distance phone service providers who could provide those services for less than the rates to be charged by the current provider (who was asked, but did not submit a proposal).

* A copy of that RFP is attached. 2 Bids were received; from Gallatin River and from AT&T.

I am recommending that the City enter into a 2 year contract with Gallatin River Communications (low bidder). Their per minute rate of \$0.035/minute is significantly less than we are presently paying (\$0.06/minute). In addition, they will not be charging the minimum (low usage charge) that we currently are.

FINANCIAL IMPACT: This will be a significant savings to what we are currently paying.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City would pay significantly less than the current rates.

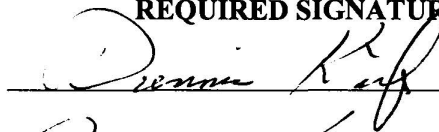
IMPACT IF DENIED: City would continue to pay the current rates.

ALTERNATIVES: N/A.

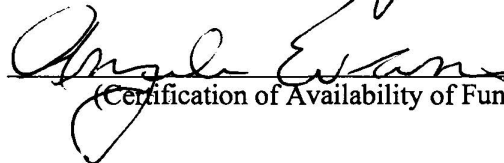
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

REQUIRED SIGNATURES

Department Director

 9/4/07

Finance Department


(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager



CITY OF PEKIN LONG DISTANCE SPECIFICATIONS

August 15, 2007

Minimum Service Requirements

- 1) 2 Year Contract (10/1/07-9/30/09)
- 2) Service for the following phone numbers (all 309 Area Code):
 - a) Sewage Treatment @ 477-2333
 - b) Street Department @ 477-2325
 - c) Administration @ 477-2300
 - d) Police @ 477-3132
 - e) Communications @ 477-0006
 - f) Fire Department @ 346-8792
 - g) Bus Barn @ 477-2331

Minimum Submittal Requirements

- 1) Include an Example Billing with Per Minute Rate Showing All Taxes and Fees
- 2) Submit proposal in sealed envelope to the Office of the City Clerk by 4 P.M. August 31, 2007. A recommendation will be made by September 10, 2007.



City of Pekin Long Distance Proposal

The rate that AT&T can provide per minute (billed in 30/6 seconds):

.040 per minute.

2 year contract

PICC fees apply per line.

Taxes:

Federal: 3% (Intra-State and Inter-State)

Federal Universal Fund: 11.3% (Interstate Only)

State: Gross Receipt: 0.5%

PUC: 0.1% (Intra State only)

USF: 0.27% (Intra-State only)

County: (local) .07%

City: .05%

August 24, 2007

CITY OF PEKIN LONG DISTANCE PROPOSAL

- **\$0.035 / MINUTE INTRASTATE AND INTERSTATE**
- **30/6 BILLING (30 SECOND MIN, 6 SECOND INCREMENTS)**
- **NO PICC/SUBSCRIPTION CHARGES**
- **NO MINIMUM MONTHLY BILLING**
- **2 YEAR AGREEMENT**

Terry Kostuik

TELECOMMUNICATIONS LONG DISTANCE TAXES

FEDERAL	RATE	INTRASTATE	INTERSTATE
Federal Excise	3%	X	X
Federal Universal Service Fund	11.30%		X
STATE			
State Gross Receipts	0.50%	X	X
State PUC	0.10%	X	
USF	0.27%	X	
CITY/COUNTY			
Excise	13%	X	X



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Approval of Bids for the West Side Boat Dock

AGENDA DATE REQUESTED: September 10, 2007

ACTION REQUESTED: Approval of Award to low bidder Otto Baum, \$170,098.90, to install new floating boat dock and parking area improvements.

BACKGROUND: In 1990 the city installed a boat ramp on the west side of the Illinois River to provide better access for boaters. With the increase in the number of boaters and growing concerns over the number of boats crossing back and forth from one side to the other, we requested a grant to install a floating dock at this location which was received a year ago. This project has been closely scrutinized by all involved organizations and several meetings held to come up with a location that was acceptable to all. Because the location has now been changed from north of the bridge to the south and from being straight out from the bank to parallel, the cost has increased. Originally the estimate was \$140,000 but is now \$170,000 or \$30,000 more than budgeted. Even so, this is a great project that will benefit many citizens of Pekin and the surrounding area by providing access to the river during low tide conditions. I am strongly recommending that you approve the bid to Otto Baum to get this project going.

FINANCIAL IMPACT: Budget has \$140,000 with the low bid being \$170,100. Cost to the City would be \$45,100 for a great addition to our riverfront to expand its usefulness to our citizens.

NEIGHBORHOOD CONCERNS: The Pekin-LaMarsh Drainage & Levee District is concerned that this will increase the number of people at this location and thus more people trespassing on their property. To that end, they are requesting some items be installed by the City to help protect their property. If this agreement is approved, it could represent an additional \$30,000 to \$40,000 of expenditures.

IMPACT IF APPROVED: Increase in expenditure from the budget to cover the bid cost.

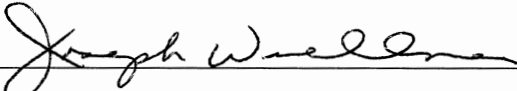
IMPACT IF DENIED: Loss of the IDNR grant of \$125,000. Plus leave boaters with no place to launch during low tides and having to cross back and forth across the river to load and unload which was stated as a major concern with the Coast Guard and Illinois River Carriers Association.

ALTERNATIVES: Because the floating docks on this side of the river cannot be extended any further into the river, there are no other alternatives to give boaters easy access to the river during low tides.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community (safe access to the river)

REQUIRED SIGNATURES

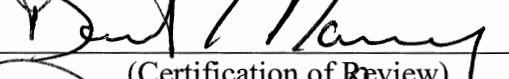
Department Director


Date 9/4/07

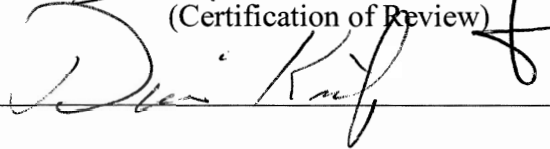
Finance Department


(Certification of Availability of Funds) Date 9-4-07

Corporation Counsel


(Certification of Review) Date 9-5-07

City Manager


Date 9/6/07

BID TABULATIONS

JOB DESCRIPTION AND LOCATION: West Riverfront Boat Access Area
OPENING DATE: August 30, 2007 BID OPENING: 11:00 a.m.

CONTRACTOR NAME	BID BOND OR BANK CASHIER'S CHECK	BID	CALENDAR DAYS TO COMPLETE
NE FINCH COMPANY 1925 DARST STREET PEORIA, ILLINOIS 61607	BOND NOT TO EXCEED \$10,000,000	\$183,034.50	
ILLINOIS CIVIL CONTRACTORS 420 PINECREST DRIVE EAST PEORIA, ILLINOIS 61607	5% BID BOND	\$210,661.00	
OTTO BAUM COMPANY 886 N MAIN STREET PO BOX 161 MORTON, IL 61550	5% BID BOND	\$170,098.90	

ESTIMATE: \$154,000.00
ESTIMATED BY Ken Coulter / Joe Wuellner

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: West Riverfront Boat Access Area

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol St.
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date **8/24/07** Number **1**
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
 - d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

UNIT PRICE SCHEDULE

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL UNIT PRICE</u>	<u>ESTIMATE PRICE</u>
1.	Earth Excavation	C.Y.	1550	<u>10.10</u>	<u>15,655.00</u>
2.	Dredging	C.Y.	550	<u>34.10</u>	<u>18,755.00</u>
3.	Aggregate Base Course, Type B 2"	S.Y.	1750	<u>5.00</u>	<u>8,750.00</u>
4.	Aggregate Base Course, Type B 6"	S.Y.	1100	<u>10.90</u>	<u>11,990.00</u>
5.	Aggregate Base (Entrance Re-grade)	Tons	410	<u>28.70</u>	<u>11,767.00</u>
6.	Guardrail	L.F.	100	<u>34.00</u>	<u>3,400.00</u>
7.	Piling	L.F.	460	<u>45.70</u>	<u>21,022.00</u>
8.	Hot Mix Asphalt Surface Course 2"	Tons	340	<u>85.40</u>	<u>29,036.00</u>
9.	Floating Concrete Docks	Lump Sum	1	<u>32,300.00</u>	<u>32,300.00</u>
10.	Gangway, 30 Feet Long	Each	2	<u>11,900.00</u>	<u>23,800.00</u>
11.	Concrete Pad	S.F.	120	<u>6.40</u>	<u>768.00</u>
12.	Bituminous Prime	Gal	1430	<u>4.05</u>	<u>5,791.50</u>
TOTAL				<u>#</u>	<u>183,034.50</u>

TOTAL OF BASE BID (written in words)

ONE HUNDRED EIGHTY-THREE THOUSAND THIRTY-FOUR

AND 50/100 (\$ 183,034.50)

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. Guardrail, earth excavation, aggregate, paving and all project work except piling and dock construction shall be completed by October 26, 2007. Piling and dock construction shall be completed by November 28, 2007. The project shall be completed in entirety and ready for service by November 28, 2007.
6. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

If BIDDER is:

An Individual:

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:By N. E. FINCH Co.
(Corporation Name)DELAWARE
(State of Incorporation)By Rouge E. Wilson
(Name of Person Authorized to Sign)VICE - PRES.
(Title)

(Corporate Seal)

Attest [Signature]
(Secretary)Business address: P.O. Box 5187
PEORIA, IL. 61601Phone No.: 309-671-1433**A Joint Venture:**By _____
(Name)_____
(Address)By _____
(Name)_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



Employers Mutual Casualty Company

Home Office • Des Moines, Iowa

Bond No. _____

139

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ _____)

KNOW ALL MEN BY THESE PRESENTS: That we, N. E. Finch Co.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Illinois

_____, as Surety, are held and firmly bound unto the

City of Pekin

as obligee, in the sum of Five Percent of Amount bid

DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

West Riverfront Boat Access Area

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 29th day of August, 20 07.

N. E. Finch Co.

By: Douglas E. Wilson Principal
Vice President

Employers Mutual Casualty Company

By: Juan M. Serrano Surety
Attorney-in-Fact

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50303-0712

No. 140
704586**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

SUSAN M. GORSAGE, RONNIE E. MURPHY, LARRY L. HARDESTY, MARK L.F. ALWAN, INDIVIDUALLY, PEORIA, ILLINOIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of January 2005.

Seals



PATRICIA A. WRIGHT
Commission Number 176255
My Comm. Exp. Nov. 1, 2008

Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Jeffrey S. Birdsley
Jeffrey S. Birdsley
Assistant Secretary

On this 21st day of January AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires November 1, 2008

Patricia A. Wright
Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 21, 2005 on behalf of Susan M. Gorsage, Ronnie E. Murphy, Larry L. Hardesty, Mark L.F. Alwan are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29 day of August, 2007.

David L. Hixenbaugh
Vice-President

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: West Riverfront Boat Access Area

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol St.
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
8-30-07	1
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
 - d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

UNIT PRICE SCHEDULE

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL UNIT PRICE</u>	<u>ESTIMATE PRICE</u>
1.	Earth Excavation	C.Y.	1550	<u>19.80</u>	<u>30,690.00</u>
2.	Dredging	C.Y.	550	<u>44.90</u>	<u>24,695.00</u>
3.	Aggregate Base Course, Type B 2"	S.Y.	1750	<u>7.05</u>	<u>12,337.50</u>
4.	Aggregate Base Course, Type B 6"	S.Y.	1100	<u>14.40</u>	<u>15,840.00</u>
5.	Aggregate Base (Entrance Re-grade)	Tons	410	<u>27.70</u>	<u>11,357.00</u>
6.	Guardrail	L.F.	100	<u>32.30</u>	<u>3,230.00</u>
7.	Piling	L.F.	460	<u>46.10</u>	<u>21,206.00</u>
8.	Hot Mix Asphalt Surface Course 2"	Tons	340	<u>81.00</u>	<u>27,540.00</u>
9.	Floating Concrete Docks	Lump Sum	1	<u>29,000.00</u>	<u>29,000.00</u>
10.	Gangway, 30 Feet Long	Each	2	<u>14,000.00</u>	<u>28,000.00</u>
11.	Concrete Pad	S.F.	120	<u>10.50</u>	<u>1,260.00</u>
12.	Bituminous Prime	Gal	1430	<u>3.85</u>	<u>5,505.50</u>
TOTAL				<u>210,661.00</u>	

TOTAL OF BASE BID (written in words)

TWO Hundred Ten thousand DOLLARS
(\$ 210,661.00)

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. Guardrail, earth excavation, aggregate, paving and all project work except piling and dock construction shall be completed by October 26, 2007. Piling and dock construction shall be completed by November 28, 2007. The project shall be completed in entirety and ready for service by November 28, 2007.

6. The Following documents are attached to and made a condition of this Bid:

a) Required Bid Security in the form of 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

If BIDDER is:

An Individual:

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Illinois Civil Contractors, Inc
(Corporation Name)

Illinois
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest [Signature]
(Secretary)

Business address: 420 Pinecrest Dr
East Remin, IL 61611

Phone No.: 309-694-4224

A Joint Venture:

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Illinois Civil Contractors Inc, 107 N. Commerce Pl., ATTN: 257, Peoria, IL 61612

as Principal, hereinafter called the Principal, and

Fidelity & Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196

a corporation duly organized under the laws of the State of MARYLAND

as Surety, hereinafter called the Surety, are held and firmly bound unto

as Obligee, hereinafter called the Obligee, in the sum of 5.0 percent of amount bid--- 570
Dollars(\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

West Rumpfront Boat Access. Area

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

Illinois Civil Contractors Inc

[Signature] (Seal)

[Signature] (Title)

Fidelity & Deposit Company of Maryland

[Signature] (Seal)

Ronald A. Koopman, Attorney-in-fact

[Signature]
(Witness)

[Signature]
(Witness)

State of Illinois

} ss:
County of Macon

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **Fidelity & Deposit Company of Maryland**
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Glenda Hoffman
Notary Public



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Kevin J. BREHENY, Randy S. CANNADY, Linda L. HOPKINS, Ronald A. KOOPMAN, Tim R. PATTON and Daniel A. MARTINI, all of Forsyth, Illinois.** EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Kevin J. BREHENY, Randy S. CANNADY, Linda L. HOPKINS, Ronald A. KOOPMAN, Tim R. PATTON, Daniel A. MARTINI, dated August 30, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of March, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland } ss:
 City of Baltimore }

On this 22nd day of March, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

SECTION 00300

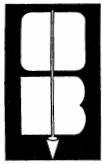
BID FORM

PROJECT IDENTIFICATION: West Riverfront Boat Access Area

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol St.
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date 8/24/07 Number 1
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
 - d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1050
866 N. Main St. ■ P.O. Box 161 ■ Morton, IL 61550

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

Contact:

Tom Reuter

Job Name:

West Riverfront Boat Access Area
Pekin, IL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Earth Excavation	1,550.00	CY	10.00	15,500.00
2	Dredging	550.00	CY	10.00	5,500.00
3	Aggregate Base Course, Type B 2"	1,750.00	SY	5.45	9,537.50
4	Aggregate Base Course, Type B 6"	1,100.00	SY	11.70	12,870.00
5	Aggregate Base (Entrance Re-grade)	410.00	TON	21.56	8,839.60
6	Guardrail	100.00	LF	32.00	3,200.00
7	Piling	460.00	LF	58.00	26,680.00
8	Hot Mix Asphalt Surface Course 2"	340.00	TON	93.30	31,722.00
9	Floating Concrete Docks	1.00	LS	36,879.82	36,879.82
10	Gangway, 30 Feet Long	2.00	EA	6,653.99	13,307.98
11	Concrete Pad	120.00	SF	10.00	1,200.00
12	Bituminous Prime	1,430.00	GAL	3.40	4,862.00

GRAND TOTAL

\$170,098.90

NOTES:

- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

UNIT PRICE SCHEDULE

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL UNIT PRICE</u>	<u>ESTIMATE PRICE</u>
1.	Earth Excavation	C.Y.	1550	_____	_____
2.	Dredging	C.Y.	550	_____	_____
3.	Aggregate Base Course, Type B 2"	S.Y.	1750	_____	_____
4.	Aggregate Base Course, Type B 6"	S.Y.	1100	_____	_____
5.	Aggregate Base (Entrance Re-grade)	Tons	410	_____	_____
6.	Guardrail	L.F.	100	_____	_____
7.	Piling	L.F.	460	_____	_____
8.	Hot Mix Asphalt Surface Course 2"	Tons	340	_____	_____
9.	Floating Concrete Docks	Lump Sum	1	_____	_____
10.	Gangway, 30 Feet Long	Each	2	_____	_____
11.	Concrete Pad	S.F.	120	_____	_____
12.	Bituminous Prime	Gal	1430	_____	_____
TOTAL				<u>170,098.90</u>	

TOTAL OF BASE BID (written in words)

One hundred seventy thousand ninety-eight

¢ 90/100 (\$170,098.90)

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. Guardrail, earth excavation, aggregate, paving and all project work except piling and dock construction shall be completed by October 26, 2007. Piling and dock construction shall be completed by November 28, 2007. The project shall be completed in entirety and read for service by November 28, 2007.
6. The Following documents are attached to and made a condition of this Bid:
- a) Required Bid Security in the form of 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

If BIDDER is:

An Individual:

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By OTTO BAUM COMPANY, INC.
 (Corporation Name)

Illinois
 (State of Incorporation)

By Terry L. Baum
 (Name of Person Authorized to Sign)

President
 (Title)

(Corporate Seal)



Attest [Signature]
 (Secretary)

Business address: 866 N. Main St./Po Box 161
Morton, IL 61550-0161

Phone No.: 309. 266-7114

A Joint Venture:

By _____
 (Name)

 (Address)

By _____
 (Name)

 (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

AIA Document No. A-310 (February 1970 Ed.)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Otto Baum Company, Inc.

P.O. Box 161 Morton, IL 61550-

as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
Hartford, Connecticut

a corporation duly organized under the laws of the State of Connecticut
as surety, hereinafter called the Surety, are held and firmly bound unto
City of Pekin

111 S. Capitol St., Pekin, IL

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of Bid Amount***** Dollars (\$ 5% of Bid Amt)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

West Riverfront Boat Access Area

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may, in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect.

Signed and Sealed this 30th day of August

Teri Isdall
(Witness)

}

Lydia
(Principal)
Pres.
(Title)



Nancy J. Luchtyfeld
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
Sue Carruthers
(Title)
Sue Carruthers Attorney-in-Fact

State of **Illinois** }
County of **Tazewell** } ss

154

On **August 30, 2007**, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Sue Carruthers

known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of America**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.

My Commission expires



Nancy J. Luchtefeld
Notary Public

360212-6-66



POWER OF ATTORNEY

155

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218900

Certificate No. 001749341

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip A. Kuhl, Nancy L. Rule, Sue Carruthers, Laura L. Andrews, Mike Kuhl, Amy Cruikshank, and Nancy J. Luchtefeld

of the City of Morton, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of July, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 18th day of July, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

**SECTION 00020
INVITATION TO BID**

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "West Riverfront Boat Access Improvements" (herein called the Project) and is further described as follows:**
- 1. Construction of a new concrete boat dock, piling and collateral work. Grading and aggregate placement, aggregate compaction and paving of the boat access area parking lot with guardrail construction.**

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.**

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 11:00 A.M. (prevailing time) on August 30, 2007, at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.**
- B. All Bids received will be publicly opened and read aloud at the above time and place.**

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. The contract documents may be examined at the following location:**
- 1. STS Consultants, Ltd., 111 NE Jefferson Ave., Peoria, Illinois 61602-1227.**
- B. Copies of the above documents may be obtained at the office of STS Consultants, Ltd. located at 111 NE Jefferson Ave., Peoria, Illinois 61602-1227.**

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.**

1.06 PERFORMANCE AND PAYMENT BONDS

- A. The successful Bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the full amount of the Bid. No Bid shall be withdrawn after the opening of the Bids for a period of ninety (90) days after the scheduled time of closing Bids.**

1.07 PREVAILING WAGE RATES

- A. In the employment and use of labor, the contractor shall conform to all Illinois Statutory Requirements regarding labor, including but not limited to the following Act:**

An act regulating wages of laborers, mechanics and other workmen employed in any public works by the state, county, city, or any political subdivision or by anyone under contract for public works, as amended (Illinois Revised Statutes, Ch. 48, Par. 39s-1 et se), which provides in part that the contractor, subcontractors, etc., shall pay to all laborers, workmen and mechanics performing under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

- A. The City of Pekin, Illinois, reserves the right to waive irregularities and to reject any and all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible Bidder after the Bid evaluation.**



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Approval of Bids Court St. Intersections with Barney and Vogel

AGENDA DATE REQUESTED: September 10, 2007

ACTION REQUESTED: Approval of low bidder Illinois Civil Contractors Inc., \$60,991.00, to repair the intersection pavement at Barney at Court and Vogel at Court.

BACKGROUND: Pavement on the southbound lanes at both Barney and Vogel have deteriorated causing problems not only with the surface but with the traffic signal loops. These intersections are both over 30 years old. Work will include removal of the existing pavement and replacing it with 10 inches of new pavement.

FINANCIAL IMPACT: This would be an unfunded emergency repair item out of the Street Dept. budget.

NEIGHBORHOOD CONCERNS: Rough and dangerous intersection with non-automatic signals.

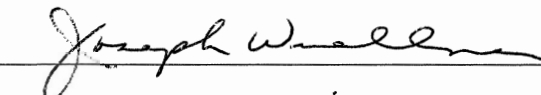
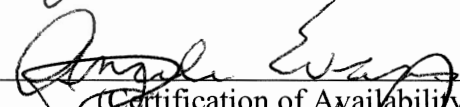
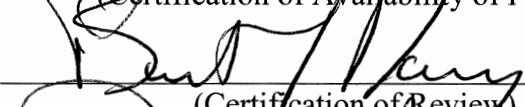
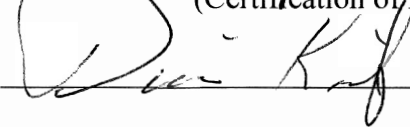
IMPACT IF APPROVED: Restore the intersection to a smooth fully functional intersection as designed.

IMPACT IF DENIED: Rough pavement and signals that work off a timer rather than by traffic demand.

ALTERNATIVES: There is no other method to repair the pavement other than removing and replacing it.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director		9/4/07
		Date
Finance Department		9-4-07
	(Certification of Availability of Funds)	Date
Corporation Counsel		9-5-07
	(Certification of Review)	Date
City Manager		9/6/07
		Date

BIDDERS LIST

COURT STREET INTERSECTIONS BARNEY AVENUE VOGEL DRIVE MAILED OR PICKED UP

DATE	NAME	ADDRESS
AUGUST 13, 2007	R. A. CULLINAN JIM BULLARD	P.O. BOX 166 TREMONT IL 61568
August 20 TH , 2007	Otto Baum	866 N. Main Street Morton IL 61550 Ph: 309-266-7114
August 20 TH , 2007	C & G Concrete	1906 Meadow Ave Peoria, IL 61611
August 20 TH , 2007	IL Civil Contractors	420 Pinecrest Dr East Peoria, IL 61611

BID TABULATIONS

JOB DESCRIPTION AND LOCATION:
Intersection Improvements Barney Avenue @ Court and Vogel Drive @ Court
OPENING DATE: August 31, 2007
BID OPENING: 10:00 a.m.

CONTRACTOR NAME	BID BOND OR BANK CASHIER'S CHECK	BID	CALENDAR DAYS TO COMPLETE
R. A. CULLINAN JIM BULLARD P.O. BOX 166 TREMONT IL 61568	\$92,306.21	5 % BOND	
OTTO BAUM 866 N. MAIN STREET MORTON IL 61550 Ph: 309-266-7114	\$77,160.00	5% BOND	
C & G CONCRETE 1906 MEADOW AVE PEORIA, IL 61611	\$65,987.07	5% BOND	
IL CIVIL CONTRACTORS 420 PINECREST DR EAST PEORIA, IL 61611	\$60,991.00 per printed Bid Proposal	5% BOND	

ESTIMATE: \$80,000.00
ESTIMATED BY Joe Wuellner Public Works Director

			Court St. Intersections			
		Item	Amount	Units	Unit \$	Total
	Barney					
		Remove Pvmnt	3560	SF	\$2.50	\$8,900.00
		Replace Pvmnt	3560	SF	\$8.50	\$30,260.00
	Vogel	Remove Pvmnt	2970	SF	\$2.50	\$7,425.00
		Replace Pvmnt	2970	SF	\$8.50	\$25,245.00
		Remove Median	508	SF	\$2.50	\$1,270.00
		Replace Median	508	SF	\$6.00	\$3,048.00
		Remove Curb	73	LF	\$3.50	\$255.50
		Replace Curb	73	LF	\$27.50	\$2,007.50
		Remove Curb Nose	2.6	LF	\$125.00	\$325.00
		Replace Curb Nose	2.6	LF	\$250.00	\$650.00
		Adjust Inlet	1	EA	\$600.00	\$600.00
					TOTAL	\$79,986.00

Notice to Bidders**RETURN WITH BID**

Route

County

Local Agency

Section

Tazewell

Pekin

Court St Intersections at
Barney and Vogel**Time and Place of Opening of Bids**Sealed proposals for the improvement described below will be received at the office of City ClerkPekin City Hall, 111 S. Capitol St. Pekin, IL 61554

(address)

until 10:00 o'clock A M., August 31, 2007 Proposals will be opened and read publiclyat 10:00 o'clock A M., August 31, 2007 at the office of City Clerk

(date)

Pekin City Hall, 111 S. Capitol St. Pekin, IL 61554

(address)

Description of WorkName Court St Intersections at Barney and Vogel Length _____ feet (_____ miles)Location Court St and Barney, Court St and VogelProposed Improvement Repair Pavement at above intersections**Bidders Instructions**

1. Plans and proposal forms will be available in the office of City Clerk, 111 S. Capitol St., Pekin, IL
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

a. BLR 12210 - Contract Cover b. BLR 12220 - Notice to Bidders c. BLR 12221 - Contract Proposal	d. BLR 12222 - Contract Schedule of Prices e. BLR 12223 - Signatures f. BLR 12230 - Proposal Bid Bond (if applicable) g. BLR 12325 - Certified Apprenticeship and Training Program
---	---
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

- 164
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
 8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
 9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
 10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of

(Awarding Authority)

County Engineer/County Superintendent of Highways/Municipal Clerk

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

Route
County
Local Agency
Section

Tazewell
Pekin
Court St (Route 9) Intersections
at Barney and Vogel

1. Proposal of _____

for the improvement of the above section by the construction of Court St. intersections at Barney and Vogel

Work involves removal and replacement of existing concrete, median and curbs as indicated on the enclosed drawings. Replacement of concrete will be comprised of PCC pavement 10 inches thick. Curb and median replacements will be separate non-integral installations. All edges of adjoining pavement to be saw cut to create a square edge. The adjoining pavement and new concrete will be joined using expansion tie anchors.

_____ a total distance of _____ feet, of which a

distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by November 1st, 2007 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds [will] ~~will not~~ be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____

the amount of the check is 5% of bid (_____)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.

8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that 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. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.

**City of Pekin
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 the "Supplemental Specifications and Recurring Special Provision, " adopted January 1, 2007(as indicated on the check sheet included herein), and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Staging locations
- Start and completion dates

COMPLETION DATE:

All work shall be completed by November 1st, 2007.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. City will consider allowing closure of the lanes to expedite job. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The contractor is responsible for all traffic guidance or detours within his project area.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the contract and no additional payment shall be allowed.

RIGHTS OF THE MUNICIPALITY:

The Municipality reserves the right to increase or decrease quantities at the unit price bid and/or delete any item completely.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

SEEDING:

Any seeding required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract.

Route	
County	Tazewell
Local Agency	Pekin
Section	Court St. Intersections at Barney and Vogel

(For complete information covering these items, see plans and specifications)

[illegible]

170
Signatures

RETURN WITH BID

Route _____
County Tazewell
Local Agency Pekin
Section Court St Intersections at Barney
and Vogel

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert
Names and
Addresses of
All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert
Names of
Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

Proposal Bid Bond

RETURN WITH BID

Route _____
County Tazewell
Local Agency Pekin
Section Court St Intersections at
Barney and Vogel

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

Vogel and Court St Repairs

172

Legend

→ Storm_Mains

● Storm_Inlets

— major_trans

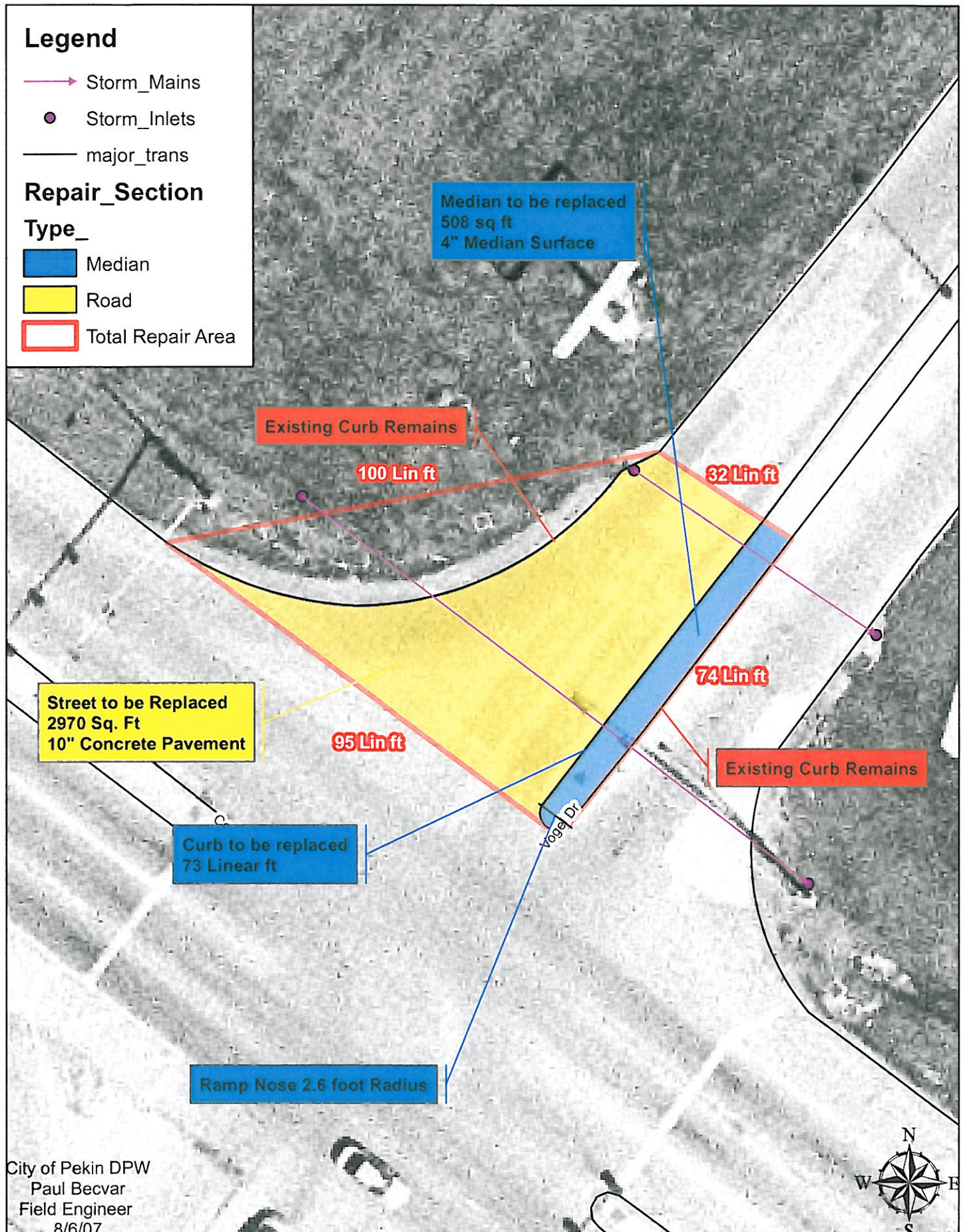
Repair_Section

Type_

Median

Road

Total Repair Area



Barney and Court St Repairs

173

