



City of Pekin

REGULAR COUNCIL MEETING MONDAY, AUGUST 23, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty L. Dunn

III. ROLL CALL
Clerk to Call the Roll

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

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: Motion to approve minutes of Regular Council Meeting of August 9, 2010.

VOTE REQUIRED

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes August 6, 2010 and Tazewell County Animal Control Report July 2010.
- 2. Proclamation:** "Paint the Town Red for the YWCA Day" Saturday, August 28, 2010.
- 3. Charitable Solicitation:** Advocates for Access Rollin' on the River Saturday, October 9, 2010.
- 4. Resolution No. 64-10/11 –** Appointments of Daryl Dagit to the Pekin Planning Commission to fill the unexpired term of Kyle Peebles until May 15, 2011.
- 5. Receive and File Bids for Bus Driver Parking Lot Project.**
- 6. Receive and File Bids for Crack Sealing Airport Runway Project.**
- 7. Receive and File Bids for Purchase of Fire Rescue Truck 2.**
- 8. Receive and File Bid for Sale of 500 Margaret Street.**
- 9. Approve Administrative Services Agreement with VantageCare RHS.**

10. **Receive and File** Letter of Support 2010 Sustainable Communities Regional Grant Program.
11. **Receive and File** the Pekin Planning Commission Minutes dated August 11, 2010 and the Special Meeting Minutes of August 11, 2010.
12. **Receive and File** the Zoning Board of Appeals Minutes dated August 11, 2010.
13. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #10-1811– recommends to deny the Site Plan for a 2nd Communication Tower with the Legal Description of Broadmoor Heights Sec 4 SW ¼ Sec 4 SW ¼ Sec 31 Lot 3, PIN #05-31-303-018 and Zoned R-2 (Single Family Residential located at 207 Schramm
 - b. Hearing #10-1812 – recommends to deny the Special Use for a 2nd Communication Tower with the Legal Description of Broadmoor Heights Sec 4 SW ¼ Sec 4 SW ¼ Sec 31 Lot 3, PIN #05-31-303-018 and Zoned R-2 (Single Family Residential located at 207 Schramm
 - a. Hearing #10-1813 – reached a mutual agreement with Affordable Auto Sales and Repair that An additional 20 x 53 Hard Surface has to be in place by October 1, 2010 along with striping of all hard surfaces for parking and the total cars that can be parked is increased and limited to 30 with the stipulation that the hard surface be in place first.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Assistant Superintendent Pekin School District 108 Leonard Ealey

- Gratitude for CDBG-R Funds received
- Overview of Curriculum - Positive Behavior Intervention Support (PBIS)

Report from James S. Wolf for City Policy for Reserves

IX. NEW BUSINESS

1. **Bond Ordinance No. 2625-10/11 – Providing for the issue of \$7,110,000 aggregate principal amount of Taxable General Obligation Bonds Series 2010** (JSW)

DESCRIPTION: document provides for the issue of bonds and for the collection of annual tax for payment of principal and interest for Wastewater Treatment Plant Project.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

2. **Airport Taxiway Pavement Rehabilitation Project** (JWW)

DESCRIPTION: Concur with the Illinois Division of Aeronautics to accept the low bid from R. A. Cullinan & Son, Inc. for rehabilitate the payment between the hangars. City's local match of 2.5% will be approximately \$8,848.37.

ACTION: Motion to concur with IDA to accept the bid of \$353,934.93 and award the contract to R. A. Cullinan & Son, Inc., a Division of United Contractor Midwest (UCMI).

VOTE REQUIRED

3. **Award Bid for Crack Sealing Airport Runway Project** (JWW)

DESCRIPTION: Award of the contract to provide asphalt to crack seal runway of the Pekin Municipal Airport to the low bidder.

ACTION: Motion to approve the bid and award the contract to Tazewell County Asphalt Co., Inc. in An amount not to exceed \$25,000.00.

VOTE REQUIRED

4. **Award Bid for Bus Driver Lot Project** (JWW)
DESCRIPTION: Award of the contract to pave the lot at 1130 Koch to low bidder.
Acquisition of Hoyle Bus increased need for additional 50 to 60 drivers and monitors.

ACTION: Motion to approve the bid of \$34,701.80 and award the contract to Tazewell County Asphalt Co., Inc.

VOTE REQUIRED
5. **Site Plan for a 2nd Ham Radio Tower at 207 Schramm Drive** (JWW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to deny the site plan for construction of a cell tower in Broadmoor Heights zoned R-2.

ACTION: Motion to approve the recommendation of the PPC and deny the Site Plan.

VOTE REQUIRED
6. **Special Use for a 2nd Ham Radio Tower at 207 Schramm Drive** (JWW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to deny the request for a special use to construct a cell tower in Broadmoor Heights zoned R-2.

ACTION: Motion to approve the recommendation of the PPC and deny the Special Use Request.

VOTE REQUIRED
7. **Ordinance No. 1462-A299 – 10/11 – Amending Title 8, Chapter 4, Section 1.D of the Code of the City of Pekin 1995 Regarding No Parking Schedule Distillery Road** (TM)
DESCRIPTION: Recommendation of the Traffic Safety Committee to restrict parking 115 ft east of Front Street corner.

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
8. **Ordinance No. 1462-A300 – 10/11 - Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 Regarding Authorized Stop Signs on Jefferson Street** (TM)
DESCRIPTION: Recommendation of the Traffic Safety Committee to stop traffic on Jefferson at T Intersection of Lincoln.

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
9. **Fire Rescue Vehicle** (KN)
DESCRIPTION: Purchase of 2010 Fire/Rescue/Special Response Vehicle to replace 2001 rescue truck. Total of \$171,072.00 approved in the 2011 Budgets includes \$6,000.00 for Extrication Power Unit.

ACTION: Motion to approve the bid of \$165,072.00 to purchase a Fire Rescue Truck and award the contract to Alexis.

VOTE REQUIRED

- X. **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**
Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c) 11. Litigation.

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 9, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: COUNCIL MEMBER SCHMIDGALL

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

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

AGENDA

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

MINUTES

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that **the minutes of the Regular City Council Meeting of July 26, 2010 and the Wastewater Treatment Plant Special Meeting of August 2, 2010, be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

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

The following items were considered by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Inspection and Zoning Report June, Liquor Commission unapproved Minutes Dated July 22, 2010, Fire Department June Report.
2. **Charitable Solicitation:** Knights of Columbus Tootsie Roll Drive September 17-19, 2010
Pekin Union Mission Basketball Tag Day October 22-24, 2010
3. **Resolution No. 63-10/11** – Appointment of Leigh Ann Matthews as Administrator of the Pekin Area Enterprise Zone
4. **Receive and File** Bids for Annual Seal Coat Project for Street Maintenance opened August 3, 2010.
5. **Receive and File** Bids for Mill and Overlay North 14th Street both sides of Broadway opened August 3, 2010.

On roll call vote, all present voted Ayes,

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Strand, that the **BID FOR THE ANNUAL STREET MAINTENANCE be approved and the contract awarded to Cullinan & Son, Inc. in the amount of \$449,118.00.** Public Works Director Joseph Wuellner informed Council of the seal coat program for 2010 included all streets north of Sheridan Road to Route 98 from 11th Street to the River. The work was budgeted through MFT funds and partial CDBG funding. The program was scaled back and returned to the original 7 years versus the 5 year that had been in effect. He recommended the award to the only bidder Cullinan. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Strand, that the **BID FOR THE 14th STREET BOTH SIDES OF BROADWAY for mill and overlay project be approved and the contract awarded to Cullinan & Son, Inc. in the amount of \$77,535.00.** Mr. Wuellner explained the added maintenance work at the intersection was due to the condition of 14th Street after the past two winters. Council expressed concern that the project not conflict with the Marigold Festival Events or the start of the school year. On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **STAFF BE AUTHORIZED TO SEND OUT REQUEST FOR PROPOSALS FOR AN EVALUATION FOR A HOTEL FEASIBILITY STUDY.** City Manager Dennis Kief requested approval from Council to follow through with a study after receiving inquiries from parties interested in locating a motel in Pekin. He noted the City's history of being prepared with necessary studies for receiving funding such as Veterans Drive. Such a study would involve a consultant evaluating the quality/quantity of existing hotel rooms, demand sources, best locations, brand review and market demand. He told Council in a highly competitive economic development world, the leveraging tool could be shared for other prospects seeking evaluations of the community's amenities i.e. conference rooms & banquet space.

Council Member Blanchard stated he had requested staff to contact each hotel for occupancy numbers and spoke in opposition of the expenditure. Treasurer James Wolf explained to the Council that attempts to solicit the information were not successful.

Mr. Kief estimated the study that would come back to Council for approval to be in an amount not to exceed \$20,000.00 funded through the Hotel Motel Tax fund.

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

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **AGREEMENT WITH D.J. MAHONEY, INC. for compost contract for a term until January 15, 2012, be approved.** Director of Solid Waste Greg Ranney recommended that the yard waste agreement be extended for the additional year and one-half with the increased per cubic yard rates. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Dunn announced that the Council would next meet on Monday, August 23, 2010. The public was encourage to be careful driving as classes begin for students the weeks of the 13th and the 20th.

Treasurer James Wolf reported back on the question from a member of the public on purchasing the proposed issue of Taxable General Obligation Bonds Series 2010 for the construction improvements of the Wastewater Treatment Plant. He advised that the agent Bernardi Securities needed to hear from interested parties before August 17th for purchase.

Council Member Blanchard announced that the Marigold Festival activities were gearing-up and volunteers were needed for the event. He also encouraged the use of the City Cooling Centers.

EXECUTIVE SESSION

Motion by Council Member Blanchard, seconded by Council Member Strand, that the Council move to Executive Session at 5:55P.M. to discuss 5 ILCS 120/2 (c) 5. Acquisition of property for use of the Public Body. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 6:10 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
AUGUST 6 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Bill Scarcliff, Kurt Nelson, Tim Gillespie, Denny Kief, Will Taylor and Chairman Ted Miller. Also present, Sue McMillan.

Old Business:

1. *2000 Block of Highwood*
Reported drivers speeding across the dam in the open area on Highwood. Request received to reduce speed to 25 mph. Speed study completed in 2008 found minor violation. Consensus of the members was to only continue enforcement.

New Business:

1. *IDOT Correspondence - Pedestrian Crossing*
Law now requires traffic to stop for pedestrians in crosswalks rather than just yield and requires replacing signs. The matter of interpretation of the law and definition of yield were discussed. It was decided only about a half dozen signs were affected and the cost was minimal to cover over lettering. Ted made a motion that the word yield be replaced with stop, seconded by Will. All in favor.
2. *Traffic Concern – 917 St. Julian*
Concern brought to TSC's attention of truck parking on street rather than using driveway. Members agreed only solution was to reverse the ordinance that removed no parking on streets without lighted vehicles.
3. *No Parking Request @ 125 Distillery Road*
Request from Linde Co. (formerly BOC Gasses) to have grain trucks restricted from parking in front of the entrance to their office building. Motion by Tim, seconded by Denny to install on pole available no parking here to corner. All in favor. Joe to measure sufficient distance from north west corner of Distillery Road. Sue to draft ordinance change to Code as recommended.
4. *Traffic Control Device – Jefferson & Lincoln*
Resident on Jefferson expressed traffic safety concern at Jefferson and Lincoln "T" section. After review by Committee it was decided to stop Jefferson east side. Motion was made by Denny, seconded by Joe to add stop. All in favor. Sue to draft ordinance change to present to Council.

Concern that vehicles were parking too close to intersection of 14th and Sheridan when traveling west making it difficult to use turn lane onto 14th Street. Police monitored the intersection for several days and did not observe any violations.

5. *Speed on Schramm Drive*
Citizen complaint received about traffic being too fast and too much. Requested stop sign on Schramm. Officers studied the area and tried tailored enforcement. Speed Spy placed at this location found most vehicles traveling the posted 30 mph or less. At peak hours there were some traveling 3-5 miles per hour over. Decided no action needed. Motion by Denny, seconded by Tim to take no additional action. All in favor.

Around the Table

Joe led a discussion regarding the fact that the new Park District Sports Complex would be generating additional traffic in the 5th and Koch Street area. Because vehicle overflow from proposed parking lot and convenience, patrons would be parking on 5th Street and some on side streets. He suggested TSC consider no parking one side of 5th Street. It was decided to put back on agenda in a year for further review, closer to the park's opening.

Meeting adjourned at 8:40 a.m.

Respectfully Submitted,
Sue McMillan

NEXT REGULAR MEETING SEPTEMBER 3, 2010 @ 8:30 A.M.

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 8-1-09

Billing For Month of July 2010

\$3,601.09

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Individuals between July 1, 2010 and July 26, 2010

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individual	City	100 TAPS LANE	7/21/2010	Dog	HOUND MIX			101340
	Individual	City	1009 CAPITOL	7/12/2010	Cat	DSH	E	4	101263
	Individual	City	1019 MECHANIC	7/23/2010	Cat	DMH			101377
	Individual	City	412 S 2ND ST	7/23/2010	Cat	DSH			101370
	Individual	City	3535 COURT	7/23/2010	Dog	POINTER MIX	E	10	101369
	Individual	City	302 n 4th	7/22/2010	Cat	DSH	E	4	101360
	Individual	City	4 DAVID CT	7/21/2010	Cat	DSH	E	2	101346
	Individual	City	1903 KARO ST	7/30/2010	Cat	DLH			101433
	Individual	City	100 TAPS LANE	7/21/2010	Dog	HOUND MIX			101341
	Individual	City	812 CATHERINE	7/30/2010	Cat	DSH			101434
	Individual	City	BROADWAY	7/21/2010	Cat	DSH			101337
	Individual	City	1231 S 3RD	7/16/2010	Dog	PIT/BASSETT	R	3	101306
	Individual	City	2240 BROOKDALE LANE	7/14/2010	Cat	DSH	E	0	101288
	Individual	City	1803 VICTORIA	7/12/2010	Cat	DSH	A	4	101277
	Individual	City	1009 S CAPITOL	7/12/2010	Cat	DSH	E	2	101274
	Individual	City	1009 S CAPITOL	7/12/2010	Cat	DSH	E	3	101273
	Individual	City	4 DAVID CT	7/21/2010	Cat	DSH	E	2	101345
	Owner R	City	127 SAPP	7/2/2010	Dog	BICHON/POODLE	E	5	101214
	Owner R	City	235 HERGET	7/26/2010	Dog	PIT	E	0	101388
	Owner R	City	2221 GLENDALE AVE	7/19/2010	Dog	DAUCH/AUSSIE	REL	1	101331
	Owner R	City	2221 GLENDALE AVE	7/19/2010	Dog	PIT/LAB	REL	8	101330
	Owner R	City	906 N 2ND ST	7/15/2010	Dog	COLLIE MIX	E	1	101297
	Owner R	City	1212 N PARKWAY DR	7/15/2010	Dog	CHOW MIX	E	1	101296
	Owner R	City	626 MARKET ST APT #3	7/8/2010	Cat	DSH	E	1	101252
	Individual	City	1019 MECHANIC	7/23/2010	Cat	DSH			101378
	Owner R	City	2931 S 14TH	7/2/2010	Cat	DSH	E	5	101219
	Owner R	City	708 5TH	7/28/2010	Dog	LAB/PIT	E	5	101411
	Owner R	City	262 COOPER	7/2/2010	Cat	DSH	A	11	101211
	Owner R	City	1008 AMANDA	7/1/2010	Cat	DSH	E	1	101204
	Owner R	City	1008 AMANDA	7/1/2010	Cat	DSH	E	1	101203
	Owner R	City	1012 EDGEWATER	7/1/2010	Cat	DSH	E	1	101199
	Owner R	City	1012 EDGEWATER DR	7/1/2010	Cat	DSH	E	6	101198
	Owner R	City	1405 N 9TH	7/1/2010	Cat	DSH	E	1	101189
	Owner R	City	1418 fenley st	7/2/2010	Cat	HEELER	E	5	101220

Total Dogs picked up in Pekin: 11

Total Cats picked up in Pekin: 23

Total Others picked up in Pekin: 0

		1402 1/2 STATE	7/22/2010	Dog	SHIRAZ			101355
Hoyland	City	1927 ST CLAIR	7/21/2010	Dog	MALTESE MIX	R	2	101339
Hoyland	City	1307 DERBY	7/21/2010	Dog	LAB	A	9	101342
Hoyland	City	701 N 9TH	7/21/2010	Cat	DSH			101344
Hoyland	City	417 ANNELIZA	7/21/2010	Cat	DSH	E	2	101347
Hoyland	City	1402 1/2 STATE	7/22/2010	Cat	DSH			101352
Hoyland	City	1402 1/2 STATE	7/22/2010	Cat	DSH			101353
Hoyland	City	1402 1/2 STATE	7/22/2010	Cat	DSH			101354
HARMS	City	1702 HEISEL	7/13/2010	Dog	SILKY	R	1	101286
HARMS	City	11th & SHERIDAN	7/31/2010	Dog	KING CHARLES C	R	2	101436

Total Dogs picked up in Pekin 21

Total Cats picked up in Pekin 41

Total Others picked up in Pekin 2

Animal Counts Brought in by Wardens between July 1, 2010 and July 31, 2010

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1201 DELL	7/8/2010	Cat	DSH	E	8	101254
	HARMS	City	1611 N 16TH	7/11/2010	Cat	DSH			101271
	HARMS	City	1611 N 16TH	7/11/2010	Cat	DSH	E	1	101270
	Hoyland	City	1201 DELL	7/8/2010	Cat	DSH	E	8	101253
	Hoyland	City	1408 S 18TH	7/2/2010	Cat	DSH	E	24	101215
	Hoyland	City	1102 OXFORD APT #5	7/3/2010	Cat	DMH	REL	6	101221
	Hoyland	City	1102 OXFORD APT #5	7/3/2010	Cat	DSH	REL	6	101222
	Hoyland	City	2103 BROADWAY APT 9A	7/3/2010	Dog	ST BERNARD	REL	24	101228
	Hoyland	City	816 STATE	7/6/2010	Dog	HUSKY	E	10	101233
	Hoyland	City	3RD ST PEKIN	7/2/2010	Dog	PIT	E	10	101234
	Vogel	City	ST CLAIR & OAKWOOD	7/2/2010	Dog	LAB	R	0	101210
	Hoyland	City	1201 DELL	7/8/2010	Cat	DSH	E	8	101256
	Hoyland	City	3009 BROADWAY	7/7/2010	Cat	DSH	D	0	101246
	HARMS	City	1611 N 16TH	7/10/2010	Cat	DSH	E	2	101269
	Hoyland	City	912 CAROLINE	7/1/2010	Cat	DSH	E	6	101197
	Hoyland	City	1201 DELL	7/8/2010	Cat	DSH	E	8	101255
	Hoyland	City	1106 S 2ND	7/9/2010	Cat	DSH	E	3	101258
	Hoyland	City	1106 S 2ND	7/9/2010	Cat	DSH	E	3	101259
	Hoyland	City	1106 S 2ND	7/9/2010	Cat	DSH	E	3	101260
	HARMS	City	427 CAPRI	7/9/2010	Dog	LAB MIX	R	3	101265
	HARMS	City	700 S 5TH	7/12/2010	Dog	LAB	R	7	101266
	HARMS	City	1611 N 16TH	7/10/2010	Cat	DSH	E	2	101268
	Hoyland	City	1102 CHESTNUT	7/7/2010	Dog	LAB/ROTT	R	1	101241
	Hoyland	City	1402 1/2 STATE	7/23/2010	Cat	DSH			101375
	Hoyland	City	1304 MORTON	7/1/2010	Cat	DSH	E	0	101194
	Hoyland	City	215 FAYETTE	7/29/2010	Cat	LH SIAMESE			101414
	Hoyland	City	#17 N 10TH	7/28/2010	Cat	DSH	E	0	101413
	Hoyland	City	347HENRIETTA	7/28/2010	Cat	DSH			101412
	Hoyland	City	1207 s 3rd	7/22/2010	Other	HAWK	REL	1	101368
	Hoyland	City	KNAPP & SAPP	7/23/2010	Dog	PIT	REL	10	101371
	Hoyland	City	1402 1/2 STATE	7/23/2010	Cat	DSH	E	5	101372
	Hoyland	City	237 COOPER	7/19/2010	Cat	DSH	E	1	101317
	Hoyland	City	1402 1/2 STATE	7/23/2010	Cat	DLH	E	7	101374
	Hoyland	City	1402 1/2 STATE	7/22/2010	Cat	DSH			101355
	Hoyland	City	1304 MORTON	7/1/2010	Cat	DSH	E	0	101193
	Hoyland	City	200 S 2ND	7/25/2010	Dog	COLLIE MIX			101383
	Hoyland	City	1016 STATE	7/26/2010	Dog	CHI MIX			101393
	Hoyland	City	1016 STATE	7/26/2010	Dog	CHI MIX			101394
	Hoyland	City	1507 N 8TH	7/26/2010	Cat	DSH			101395
	Hoyland	City	1507 N 8TH	7/26/2010	Cat	DSH	E	3	101396
	Hoyland	City	1400 KOCH	7/27/2010	Other	DUCK	REL	3	101399
	Hoyland	City	1624 S 14TH	7/27/2010	Cat	DSH			101401
	Hoyland	City	1402 1/2 STATE	7/23/2010	Cat	DSH	E	7	101373
	Hoyland	City	1927 ST CLAIR	7/21/2010	Dog	LAB	R	2	101338
	Hoyland	City	1307 DERBY	7/14/2010	Cat	DSH	REL	7	101289
	HARMS	City	287 DERBY	7/15/2010	Dog	TERRIER	E	8	101298
	HARMS	City	107 PARKVIEW APT 6	7/16/2010	Cat	DLH	A	17	101299
	HARMS	City	107 PARKVIEW APT 6	7/16/2010	Cat	DSH			101300
	Vogel	City	1517 S 7TH	7/18/2010	Dog	CHOW MIX	R	1	101312
	Vogel	City	1617 HOLIDAY	7/19/2010	Dog	BEAGLE	E	14	101313
	Hoyland	City	605 S 6TH	7/19/2010	Dog	PIT MIX	R	0	101319
	Hoyland	City	1304 MORTON	7/1/2010	Cat	DSH	E	0	101192
	Hoyland	City	1304 MORTON	7/1/2010	Cat	DSH	E	0	101195
	Hoyland	City	1304 MORTON	7/1/2010	Cat	DSH	E	0	101196

WHEREAS, The YWCA of Pekin is sponsoring their 87th Annual "Paint the Town Red" Fundraiser on Saturday, August 28th, 2010; and

WHEREAS, Our finale event will be held at the Coal Miner's Park on Saturday the 28th; and

WHEREAS, Wear something RED and you will be helping to support quality, beneficial programs for everyone in the community at your local YWCA; and

WHEREAS, YWCA has Child Care Programs, Literacy Programs, Aquatics with the Special Olympics Team, Land and Fitness Programs, Coalition for Equality and sponsors the annual Martin Luther King, Jr. Breakfast each January; and

WHEREAS, RED will be the color to wear on August 28th! Have fun, wear red, and your kind donation will help the Pekin YWCA; and

WHEREAS, Meet us at the Coal Miner's Park for Food, Fun, and 5K Race/Walks on Saturday, August 28th, 2009; and

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim that Saturday, August 28th, 2010 is to be known as

"PAINT THE TOWN RED FOR THE YWCA DAY"

in the City of Pekin, Tazewell County, Illinois, and urge all the citizens of our community to join the YWCA in this fundraising event.

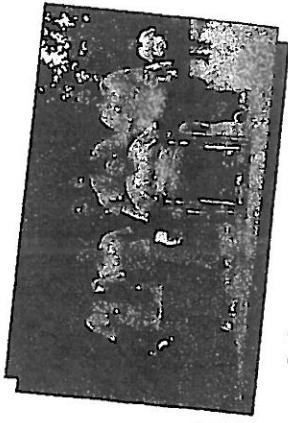
ADOPTED this 23rd day of August, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

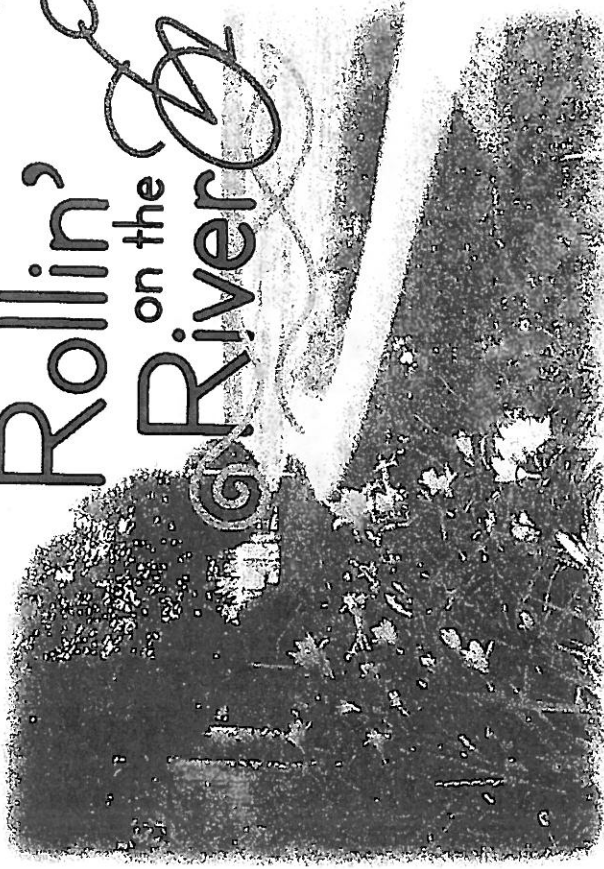
ATTEST:

SUE E. McMILLAN
City Clerk

 Advocates
for Access
www.advocatesforaccess.com
2nd Annual Wheel-a-Thon



Rollin'
on the
River

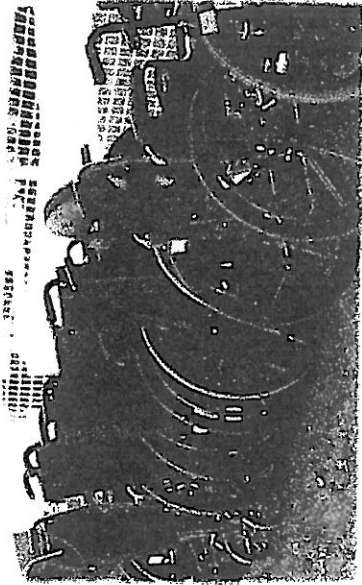


Saturday, October 9, 2010
RiverWalk by the Peoria RiverPlex

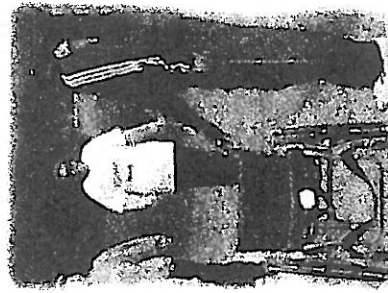
Registration begins at 9:00 a.m.
Opening Ceremonies 10:00 a.m.
Parade/Wheel-a-Thon 10:15 a.m.
Closing Ceremonies 11:30 p.m.



Empowering People with Disabilities to Live Independently in Our Community



All We Need Is YOU!
Your Chair is Waiting....



For information about becoming a team captain
or participating on a team, please visit our website
at www.advocatesforaccess.com

or

Email: participant@advocatesforaccess.com
or Phone: 309-682-3500

What is a Wheel-a-Thon

A fundraising and community awareness event to benefit

Advocates for Access

1 in 5 Americans have some type of disability. Over 17,000 people in Illinois are on a waiting list for services. Disability does not discriminate. This event will raise awareness of the issues encountered by persons with a disability and illustrate the importance of accessibility. Persons with or without a disability will participate in teams, using a wheelchair to negotiate a 1-mile route, encountering obstacles along the way.

The wheel-a-thon supports the efforts of Advocates for Access, a not-for-profit organization dedicated to empowering people with disabilities to live independently in our community. Advocates for Access provides direct services and advocacy for persons in Peoria, Tazewell, Fulton & Woodford counties.

Why organize or join a team?

Team Challenge builds friendly competition

Here's how it works...

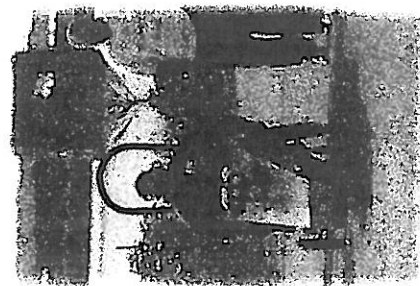
1. Form a team of 2-7 wheelers/walkers who will work together to raise funds and then share a wheelchair (provided) to navigate a 1-mile course.
2. Choose a team name and Team Captain who will serve as a liaison to Advocates for Access staff and lead your team to success.
3. Your team will compete against other teams for great prizes. Awards will be given for the "Team Spirit Award", "Top Fundraising Team" and "Wheelchair Float Winners". Individual incentives will also be awarded for total money raised per individual.
4. Working together as a team is fun, builds friendly competition, allows you to promote the name of your business or organization, demonstrates enthusiasm, spirit and passion for the cause, and allows you to enjoy a beautiful fall morning with friends and family, ending with a lunch and brief awards ceremony.

It's Easy to Participate

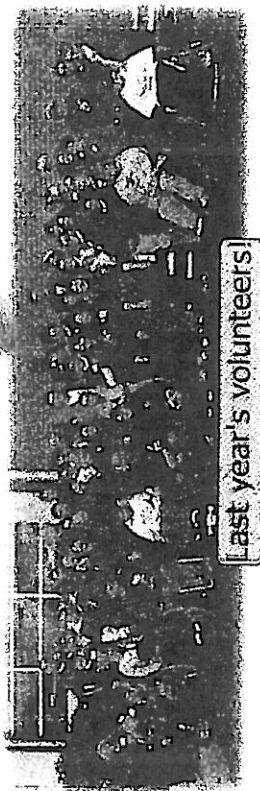
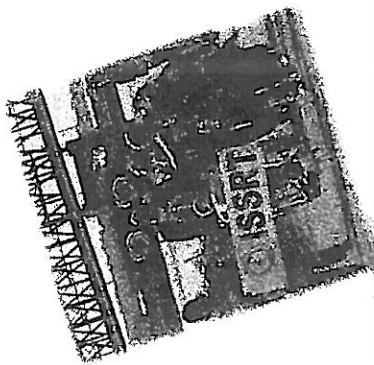
Register online at www.advocatesforaccess.com

If you are interested in participating individually or on a team you can register online or call 309-682-3500 for more information.

Registration fees are \$20 per person which includes a t-shirt and lunch at the event.



Because of your support...
We can continue to provide
independent living services
to people with disabilities
in our community.



Last year's volunteers!

Together we hope to raise over \$75,000 this year!!

To reach our goal, we need your help.

We ask that each participant aim high and set a personal goal to raise \$200 each. It's easy to get people to contribute. All you have to do is ask! It is a great cause and below is a simple plan:

All you have to do is ask!

Put in your own contribution \$25 Ask 4 friends for \$15 \$60
Ask 3 relatives for \$25 \$75 Ask 4 co-workers for \$10 \$40

Raise additional funds by selling raffle tickets!!

Now celebrate! You've just raised \$200!

RESOLUTION No. 64-10/11

PEKIN, ILLINOIS, August 23, 2010

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Daryl Dagit to the Pekin Planning Commission to fill
the unexpired term of Kyle Peebles for a term until May 15, 2011, is hereby approved.

2025 El Camino Drive

Pekin, Illinois 61554



SIGNED BY

MAYOR.



✓ Approved

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

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

Your Name:

Daryl Dagit

Your Address:

2025 EL Camino Dr

Your Telephone Number:

309-353-2785 or 241-6226

Your E-Mail Address:

drdagit@centurytel-net

Your Work Telephone Number:

309-693-0300

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

Pekin Planning Commission

Why are you interested in serving?

Enjoy serving the community and making a difference.

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

Prior Councilman

What happens next?

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

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

JPG Commercial Real Estate, L.L.C. VII. 8.

456 Fulton Street, Suite 123 Peoria, IL 61602

Phone (309) 674-5200 Fax (309) 674-5100

July 27, 2010

Mr. Dennis Kief
City Manager
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

RE: Letter of Intent to Purchase Real Property

Dear Dennis:

This writing shall serve as my offer to purchase the property consisting of Lot 5 and the easterly 40 feet of Lot 4 of Block 90 of the Original Town of Pekin, subject to the execution of a mutually acceptable purchase and sale agreement. (Parcel ID's 04-04-35-336-005 & 04-04-35-336-004).

The price that I am willing to pay is \$30,000. My intent is to develop the property for use as a drive-up Commerce Bank ATM facility. Obtaining the right to develop an ATM at this location will allow me to develop my 501 Ann Eliza Street property. The actual construction of the ATM will not take place until the subject bank exercises an option for the ATM sometime prior to the expiration of said option on December 1, 2016.

Thank you for the opportunity to present this proposal.

Sincerely,



Jeffrey P. Graves
President

RECEIVED

AUG - 9 2010

CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will open bids at the City Clerk's Office on August 9, 2010 at 10:00 A.M. in the Pekin City Hall, 111 South Capitol street, Pekin, Illinois, for the purpose of potentially selling property in the southside of the 500 Block of Margaret Street of the following described real estate:

Parcel 1:

Lot 5 in Block 90 in the ORIGINAL TOWN, NOW CITY OF PEKIN, part of the West Half of the Southwest Quarter of Section 35, Township 25 North, Range 5 West of the 3rd P.M., situated in Tazewell County, Illinois; containing 4,750 S.F. +/- or 0.109 Acres.

Parcel I.D. 04-04-35-336-005

Parcel 2:

Lot 4 in Block 90 in the ORIGINAL TOWN, NOW CITY OF PEKIN, EXCEPTING THEREFROM the following described tract: Beginning at the Northwest corner of Lot 4 Block 90, thence in a Southwesterly line of Lot 4 a distance of 10 feet; thence in a Northwesterly direction along a line parallel to the Westerly line of Lot 4 to the Northwesterly line of Lot 4; thence in a Northwesterly direction along the Northerly line of Lot 4 to the point of beginning, part of the West Half of the Southwest Quarter of Section 35, Township 25 North, Range 5 West of the 3rd P.M., situated in Tazewell County, Illinois; containing 3,800 S.F. +/- or 0.0872 Acres.

Parcel I.D. 04-04-35-336-004

A copy of the bid amount (\$30,000 minimum) must be submitted in a sealed envelope to the Office of the City Clerk before 10:00 A.M. August 9, 2010. **The bid must also include a statement of intended use of the property and a timetable for construction on the property.** Any improvements must comply with City and TIF standards (available upon request). Properties will be sold "subject to an approved Developer's Agreement with the City".

The City reserves the right to reject any or all bids or accept re-defined bids from interested parties that submitted sealed bids.

DATED at Pekin, Illinois, July 29, 2010

SUE E. MCMILLAN, CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Sarah Newcomb, Human Resources Department

AGENDA ITEM: Administrative Services Agreement for ICAM-RC

AGENDA DATE REQUESTED: 8/23/10

ACTION REQUESTED: Received and File the approved Administrative Services Agreement

BACKGROUND: The City of Pekin approved a Retirement Health Savings plan to be managed by ICMA Vantagecare on 7/12/2010. Under the plan sick time monies for retirees will be transferred to the Vantagecare fund in the retirees name for future payment of health care premiums and other qualified medical & health care related payments defined in IRS code 213. The Administrative Service Agreement simply establishes the City of Pekin as the public plan sponsor and actually makes the ICAM-RC Vantagepoint Funds available to be administered to qualifying retirees.

FINANCIAL IMPACT: The employees' sick time monies will be transferred to ICMA account in the employees' individual name upon retirement.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Allows the City to move forward in the planning stages and begin setting up the individual retirees accounts.

IMPACT IF DENIED: The City will not have all the documentation needed to move forward with the previously approved plan

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: a more effective government

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the 1st day of June, 2010 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Pekin ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Illinois with an office at 111 South Capitol Street, Pekin, Illinois 61554.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;

- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

- (c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict

with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements.
- (f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a former spouse, spouse or child pursuant to a medical child support order is appropriate.

5. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.
 - (i) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of \$25,000 or more:

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a \$25 annual account fee will be charged quarterly to each Accountholder's account.

- (ii) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of less than \$25,000, or Employer who does not currently have a retirement plan with ICMA-RC:

An annual asset fee of 0.40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

When the average participant account balance of the Employer's §401 and §457 retirement plans with ICMA-RC totals \$25,000 or more (based on the balances in the Employer's retirement plans on the last day of the previous quarter), the pricing detailed in paragraph 5.a. shall apply beginning in the subsequent quarter.

In addition to the annual asset fee, a \$ 25 annual account fee will be charged quarterly to each Accountholder's account.

- (iii) Account administration fees are subject to change with appropriate prior notification.
- (b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus.

6. Custody

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

7. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

8. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

9. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

10. Notices

All notices required to be delivered under Section 9 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

11. Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made in that jurisdiction without reference to its conflicts of laws

provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

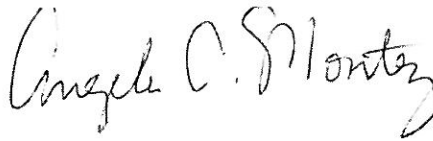
TOWN OF PEKIN

By: _____

Print Name: _____

Title: _____

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION RETIREMENT
CORPORATION

A handwritten signature in cursive script that reads "Angela C. Montez".

By _____

Angela C. Montez
Assistant Corporate Secretary

Mayor's Office

August 12, 2010

Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington DC 20410-3000

Re: FY 2010 Sustainable Communities Regional Grant Program

The City of Pekin is pleased to support Tri-County Regional Planning Commission's proposal to develop a regional sustainability plan for Tazewell, Peoria, and Woodford Counties. The leaders of this City agree that an integrated and progressive approach to economic development, land use, housing, environment, and transportation is necessary to begin the process of planning for a sustainable region.

The City of Pekin acknowledges that the planning efforts identified in the proposal will likely result in recommended policy for municipalities; therefore, the City commits to dedicating an elected official or appropriately designated alternate to the Heart of Illinois Sustainability Consortium. Our participation will ensure the proper alignment of local and regional goals as they pertain to sustainability, thus creating a seamless approach to plan implementation.

Thank you for your consideration of this valuable effort in which Tri-County Regional Planning Commission has offered leadership.

Sincerely,

Rusty Dunn, Mayor

Cc: Denny Kief, City Manager, Pamela Anderson, Community Development Director and Sue McMillan, City Clerk

Special Pekin Planning Commission Minutes
August 11, 2010

Present:

Bill Craig, Chairman
Scott Plotner, Vice Chairman

Absent:

Steve Huey
Jim Bradshaw

Entered after a quorum was not declared:

Jim Jones
Dick Cohenour
Ron Knautz
Don Hild

The Special meeting of the Pekin Planning Commission was not called to order because there was no quorum.

Chairman Bill Craig asked that the review of the recorded version of the November 18, 2009 meeting regarding Hearing #09-1789 & 09-1790 begin at 6pm.

Throughout the review of the recorded version the Commission members entered the room at varying times and began to listen.

Chairman Bill Craig asked the review be concluded so the regular meeting could begin at 6:30pm.

Meeting adjourned at 6:25pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission Minutes
August 11, 2010

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

Chairman Bill Craig led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, City Attorney Burt Dancey.

Chairman Bill Craig asked for the approval of the Agenda.

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

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

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

City Council Action Report:

July 26, 2010 Council Meeting:

Received and filed the minutes from the July 14, 2010 meeting.

Approved the following Hearings: 10-1805 & 10-1806 / The recommendation to Approve the Site Plan for the Cell Tower at 3000 Court Street for AT&T. Also to Approve the DENIAL of the Special Use for the Cell Tower at 3000 Court Street for AT&T.

PPC Correspondence: (34) Thirty-four Letters were sent out regarding Application #1. (1) One response by phone call expressing denial due to the view of the current tower.

Application #1: Don Taylor, Owner

Hearing #1(10-1811 & 10-1812): Site Plan and Special Use for a 2nd Communication Tower with a Legal Description of Broadmoor Heights Sec 4 SW ¼ Sec 31 Lot 3, PIN #05-05-31-303-018 and Zoned R-2 (Single Family Residential)) located at 207 Schramm in Tazewell County.

Open Public Hearing: 6:34pm

Don Taylor, Owner, 207 Schramm, was present and remained for questions after

stating his case as follows: He explained that two frequencies would allow for better communication to help in disaster situations. Tower would be in the back corner of the backyard. Presented a notarized copy of agreement from neighbor to place the antenna close to the property line. It will be encased in concrete (4') Four feet deep, attached to the side of the home with a House bracket and then it will be basically a vertical antenna. It will be a 35-40' but not be any higher than the existing antenna. Because it is a vertical Antenna with no wind load or twist on the antenna itself it will not require guide wires.

Dick Cohenour questioned why he needed to come before the Commission.

Ron Sieh stated the variance is for the Setback from the property line, height and the second tower.

Chairman Bill Craig informed the committee Mr. Taylor had appeared before the Zoning Board at 5pm for a variance for the tower and was approved.

Dick Cohenour questioned what authority the Commission would have if he was already approved.

Burt Dancey stated by obtaining the variance, he meets the setback requirement, the only thing that the commission needs to approve is the Special Use.

Close Public Hearing: 6:41pm

Site Plan Review Committee:
Don Hild, Chairman

Don Hild stated there was no Subcommittee meeting. He turned it over to the Commission for discussion.

Motion by Ron Knautz, seconded by Jim Jones to Approve the Site Plan. On Roll Call Vote. (1) One (Ron Knautz) Present Voted **AYE**. (3) Three (Don Hild, Jim Jones, Bill Craig) Present Voted **NAYE**. (2) Two (Dick Cohenour, Scott Plotner) Present **ABSTAINED**. **Motioned Denied**.

Special Use Review Committee:
Steve Huey, Chairman

Chairman Bill Craig turned it over to the Commission due the absence of the Committee Chairman and the fact there was no committee meeting for discussion.

MOTION by Dick Cohenour, Seconded by Don Hild to Deny the Special Use. On Roll Call Vote. (4) Four Present Voted **AYE**. (2) Two Present (Scott Plotner, Ron Knautz) Voted **NAYE**. **Motion Approved**.

Application #2: City of Pekin

Hearing #2(10-1813): Review of the Special Use Granted to Affordable Auto Sales and Repair Pending Revocation of said permit regarding Hearing #09-1789 & #09-1790 located at 1404 Broadway Street with a Legal Description of Plat Book

Open Public Hearing: 6:49pm

Courtney Tracey, 2025 Windsor, stated they lease the property from David Milam. Showed pictures of the property before they took over and how they have improved the visual of the property. Explained they do understand that the parking got out of control and are trying to resolve the issue. Have already poured a 20 x 53 Slab. As soon as the contractor is free, another 20 x 53 slab will added to the front of the current slab which will add another 12 extra parking spots. Landscaping that was requested has been completed. They have added a few more employees because of the work load. They have made arrangements with Walgreens for all employee vehicles to be parked in Walgreens lot.

Sarah Tracey, 2025 Windsor, requested an increase in the parking limit to 21 currently and then to 27 once the second slab is done.

Chairman Bill Craig asked staff how many cars a 20 x 53 slab would accommodate.

Ron Sieh stated 7 per slab.

Chairman Bill Craig stated that would equal 14 new spaces compared to 15 that was previously approved.

Ron Knautz stated the parking increase should not be discussed at this hearing.

Attorney Burt Dancey stated this is a hearing on all things. To get the issue resolved is to have an agreement to modifications in the special use which include the time to bring it into compliance with the conditions now that should have been in place in the beginning with a time line. Within that context by agreement the parking spaces can be increased.

Close Public Hearing: 7:03pm

Special Use Review Committee:
Steve Huey, Chairman

Chairman Bill Craig turned it over to the Commission due the absence of the Committee Chairman and the fact there was no committee meeting for discussion.

MOTION by Dick Cohenour, Seconded by Jim Jones that an additional 20 x 53 Hard Surface has to be in place by October 1, 2010 along with all striping of all hard surfaces for parking and the total cars that can be parked is increased and limited to 30 with the stipulation that the hard surface be in place first. On Roll Call Vote. (5) Five Present Voted **AYE**. (1) One Present (Ron Knautz) Voted **NAYE**. **Motion Approved**.

Informal Business: Pamela Anderson, ADA Awareness Activity

No Show.

Future Items: Ron Sieh, Crematory, recommended the code be reviewed and add accessory uses to the wording under Special Uses.

Ron Sieh, Used Cars, recommended tying the Zoning Certificate to obtaining a Special Use for Used Car Lots and/or Park N Sales. Stipulations upon the Completion of requirements before Certificate of Occupancy is issued need to be added.

Ron Sieh, AT&T, pulled from the agenda because Steve Thompson would not rescind the letter.

Chairman Bill Craig requested that staff present a letter of request for Steve Thompson to attend the next meeting.

Attorney Burt Dancey stated if Steve Thompson does not come before the Commission to dispute his concerns then the Commission cannot refute their evidence from the intermod study.

Meeting adjourned at 7:45pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Zoning Board of Appeals
August 17, 2010

Present:

Mary Lanane
Bob Barra
Ron Boehm
David Moehring, Chairman
Michael Walker

Absent:

Marilyn Kelso
Gary Sciortino, Vice Chairman

Staff Present: Ron Sieh

David Moehring, Chairman led the pledge of allegiance.

David Moehring, Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

David Moehring, Chairman asked for approval of the Agenda with correction to the description of the Hearing.

MOTION by Bob Barra seconded by Mary Lanane to approve the Agenda as corrected. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

David Moehring, Chairman asked for approval of the May '2010 Meeting Minutes.

MOTION by Ron Boehm seconded by Bob Barra to approve the May '2010 Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: 34 Letters were mailed. (1) One response by phone call expressing denial due to the view of the current tower.

Hearing #1: Don Taylor, Owner, a variance for a 15' setback and a (2nd) Second 40' Communication Tower closer than currently allowed in the Zoning Code at 207 Schramm Drive zoned R-2 (Single Family Residential) at 207 Schramm in Tazewell County.

Open Public Hearing: 5:07PM

Don Taylor stated his case and remained for questions.

Close Public Hearing: 5:18PM

MOTION by Bob Barra seconded by Mary Lanane to **Approve** the 15' setback and the (2nd) Second 40' Communication Tower closer than currently allowed with the condition that there are no guide wires and strictly be attached to the dwelling. On roll call vote, all present voted **AYE**.

MOTION by Mary Lanane seconded by Bob Barra to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:25pm

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission
August 11, 2010

HEARING #10-1811

The Pekin Planning Commission recommends to **Deny** the Site Plan for a 2nd Communication Tower with the Legal Description of Broadmoor Heights Sec 4 SW ¼ Sec 31 Lot 3, PIN #05-05-31-303-018 and Zoned R-2 (Single Family Residential) located at 207 Schramm in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
August 11, 2010

HEARING #10-1812

The Pekin Planning Commission recommends to **Deny** the Special Use for a 2nd Communication Tower with the Legal Description of Broadmoor Heights Sec 4 SW ¼ Sec 31 Lot 3, PIN #05-05-31-303-018 and Zoned R-2 (Single Family Residential) located at 207 Schramm in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
August 11, 2010

HEARING #10-1813

The Pekin Planning Commission reached a mutual agreement with Affordable Auto Sales and Repair that an additional 20 x 53 Hard Surface has to be in place by October 1, 2010 along with striping of all hard surfaces for parking and the total cars that can be parked is increased and limited to 30 with the stipulation that the hard surface be in place first.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

MINUTES of a regular public meeting of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, held at the City Hall, in said City at 5:30 o'clock P.M., on the 23rd day of August, 2010.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Rusty Dunn, the Mayor, and the following City Council members answered present: _____
_____.

The following City Council members were absent: _____.

* * *

(Other Business)

The City Council then discussed a proposal to issue certain general obligation bonds of the City to finance the construction of improvements to the wastewater treatment plant owned by the City and other improvements to the sanitary sewer system of the City, and then considered the adoption of an ordinance providing for the issuance of such general obligation bonds for such purpose and the levy of a direct annual tax sufficient to pay the principal of and interest on such general obligation bonds.

Whereupon the City Clerk presented an ordinance as follows:

ORDINANCE NUMBER 2625-10/11

AN ORDINANCE providing for the issue of \$7,110,000 aggregate principal amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

* * *

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the “City”), has a population of more than 25,000, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “*Constitution*”), the City is a home rule unit of government and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of Section 6(a) of the Constitution, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the City Council of the City (the “*Corporate Authorities*”) have not adopted any ordinance or resolution establishing procedures to be followed in the borrowing of money for public corporate purposes of the City and issuing full faith and credit bonds of the City without referendum approval; and

WHEREAS, the Corporate Authorities have heretofore determined that it is necessary and in the best interests of the City to pay the costs of the construction of improvements to the wastewater treatment plant owned by the City and other improvements to the sanitary sewer system of the City (collectively, the “*Project*”), all in accordance with preliminary plans and specifications prepared by and on file with the City engineers; and

WHEREAS, the estimated cost to the City of the Project is not less than the sum of \$7,110,000 and estimated investment earnings; and

WHEREAS, there are insufficient funds of the City on hand and lawfully available to pay such costs of the Project; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary for the welfare of the government and affairs of the City, is a proper public purpose and is in the public interest of the City that the sum of \$7,110,000 be borrowed at this time to finance the costs of the construction of the Project and the costs of issuing such bonds, and in evidence of such indebtedness, full faith and credit bonds of the City in the aggregate principal amount of \$7,110,000 be issued;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and do incorporate them into this ordinance by this reference.

Section 2. Determination to Issue Bonds. The Corporate Authorities hereby determine that it is necessary and in the best interests of the City to construct the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. The City Council hereby finds and determines that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes, and is in the public interest, and these findings and determinations shall be deemed conclusive. The Corporate Authorities hereby find and determine that the City is authorized to

issue its general obligation bonds to the amount of \$7,110,000 for the purpose of financing the costs of the construction of the Project and the costs of issuing such general obligation bonds.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the City the sum of \$7,110,000 for the payment of the cost of financing the costs of the construction of the Project and the costs of issuing such general obligation bonds, and general obligation bonds of the City (the “*Bonds*”) shall be issued in said amount and shall be designated “Taxable General Obligation Bonds, Series 2010.” The Bonds shall be dated September 1, 2010, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be lettered R and numbered 1 and upward consecutively in such manner as shall be determined by the Bond Registrar (as hereinafter defined), and shall become due and payable serially on August 1 of each of the years and in the principal amounts (subject to redemption prior to maturity as hereinafter set forth), and bear interest at the respective rates percent per annum, as follows:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE	YEAR	PRINCIPAL AMOUNT	INTEREST RATE
2011	\$	%	2021	\$	%
2012			2022		
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on February 1 and August 1 of each year, commencing on February 1, 2011. Interest on

each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the “*Bond Registrar*”), payable in lawful money of the United States of America to the person in whose name such Bond is registered at the close of business on the fifteenth day of the month immediately prior to the applicable interest payment date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of the Bond Registrar or at a successor Bond Registrar. Notwithstanding the foregoing, the principal of and premium, if any, and interest on any Bond shall be payable by wire transfer in immediately available funds to such wire transfer address within the continental United States of America as shall be requested by any owner of Bonds in an aggregate principal amount of at least \$1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Bond Registrar with an account number and other necessary information for such purpose by the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided*, that the payment of the principal of and premium, if any, on each Bond shall be made only upon presentation and surrender of such Bond at the designated corporate trust office of the Bond Registrar.

The official seal of the City shall be affixed to or a facsimile thereof printed on each of the Bonds, and the Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City, and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for

the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this ordinance.

Section 4. Registration of Bonds; Persons Treated as Owners; Book Entry System.

The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at a designated corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series, maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series, maturity and interest rate of other authorized denominations. The execution by the City

of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The City may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the “*Securities Depository*”), which is the record owner of the Bonds, to establish procedures with respect to the Bonds owned

by such Securities Depository. The Mayor and the City Clerk of the City are each authorized to execute and deliver any such agreement with such Securities Depository.

Section 5. Redemption Prior to Maturity. (a) Optional Redemption. The Bonds maturing on and after August 1, 2021, shall be subject to redemption prior to maturity at the option of the City on August 1, 2020, or on any date thereafter, as a whole or in part, and if in part in any order of maturity specified by the City (less than all of the Bonds of a single maturity to be selected by lot by the Bond Registrar), at a redemption price of 100% of the principal thereof being redeemed, plus accrued interest to the date fixed for redemption.

(b) *Partial Redemptions.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to the date fixed for redemption (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such date fixed for redemption and of the principal amount of the Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the date fixed for redemption by the Bond Registrar, from the outstanding Bonds by lot by providing for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

(c) *Redemption Procedure.* Unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by registered or certified mail at least thirty (30) days and

not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the date fixed for redemption,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) a statement that on the date fixed for redemption the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Bond Registrar.

Prior to any date fixed for redemption, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. With respect to an optional redemption of the Bonds, unless moneys sufficient to pay the principal of and interest on the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem the Bonds or portion thereof, and the Registrar shall give notice, in the same manner in which

the notice of redemption was given, that such moneys were not so received and the Bonds or portion thereof will not be redeemed.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner, shall affect the sufficiency of such notice with respect to other Bonds. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the date fixed for redemption shall be payable as herein provided for the payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the date fixed for redemption at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds

which have been redeemed shall be cancelled and destroyed by the Bond Registrar, and shall not be reissued.

In addition to the redemption notice required above, if the Bonds are owned by more than one (1) person or entity, further notice of redemption (the “*Additional Redemption Notice*”) shall be given by the Bond Registrar as set forth below, but no defect in the Additional Redemption Notice nor any failure to give all or any portion of the Additional Redemption Notice shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed above.

Each Additional Redemption Notice given hereunder shall contain the information required above, plus (i) the date such notice required above has been or will be mailed; (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to The Depository Trust Company of New York, New York, and to at least two (2) national information services that disseminate notices of redemption of obligations such as the Bonds.

Each Additional Redemption Notice may be published at least one (1) time in a financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Bonds and which is likely to reach a substantial number of the owners of the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

In addition to the foregoing notices, further notice shall be given by the Bond Registrar as may be required by pertinent rules pertaining to securities depositories or the regulation thereof,

but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Section 6. Form of Bond. The Bonds shall be prepared in substantially the following form; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] of the following form of Bond and the legend, “See Reverse Side for Additional Provisions,” shall be omitted from the form of Bond and paragraphs [6] through [11] of the following form of Bond shall be inserted immediately after paragraph [1] of the following form of Bond:

(Form of Bond - Front Side)

REGISTERED
NO. R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF TAZEWELL AND PEORIA

CITY OF PEKIN

TAXABLE GENERAL OBLIGATION BOND, SERIES 2010

See Reverse Side for Additional Provisions

Interest	Maturity	Dated	
Rate: ____%	Date: August 1, ____	Date: September 1, 2010	CUSIP NO. ____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Pekin, Tazewell and Peoria Counties, Illinois, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, except to the extent the provisions hereof relating to redemption prior to maturity may be and become applicable hereto, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on February 1 and August 1 of each year, commencing on February 1, 2011, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the designated corporate trust office of The Bank of

New York Mellon Trust Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the “*Bond Registrar*”). The payment of interest hereon shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date, and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however*, that the principal of, premium, if any, and interest on this Bond are payable by wire transfer to any owner of Bonds (as hereinafter defined) in an aggregate principal amount of at least \$1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Paying Agent with an account number and other necessary information for such purpose on or before the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided, further*, that the payment of the principal of and premium, if any, on this Bond shall be made only upon presentation and surrender of this Bond at the designated corporate trust office of the Paying Agent. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not

exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Pekin, Tazewell and Peoria Counties, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City, and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

Mayor

(SEAL)

Attest:

City Clerk

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, N.A.,
St. Louis, Missouri

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY N.A., as Bond Registrar

[Form of Bond - Reverse Side]

City of Pekin

Tazewell and Peoria Counties, Illinois

Taxable General Obligation Bond, Series 2010

[6] This Bond is one of a series of bonds issued by the City in the aggregate principal amount of \$7,110,000 (the “*Bonds*”) for the purpose of financing the costs of the construction of improvements to the wastewater treatment plant owned by the City and other improvements to the sanitary sewer system of the City and the costs of issuing the Bonds, pursuant to and in all respects in compliance with the applicable provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and in compliance with an ordinance which has been duly adopted by the City Council of the City on August 23, 2010, approved by the Mayor of the City, pursuant to the home rule powers of the City (the “*Bond Ordinance*”), in all respects as by law required.

[7] The Bonds of the issue of which this Bond is one maturing on and after August 1, 2021, are subject to redemption prior to maturity at the option of the City on August 1, 2020, or on any date thereafter, as a whole or in part, and if in part or in such order of maturity as shall be specified by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), at a redemption price of 100% of the principal thereof being redeemed, plus accrued interest to the date fixed for redemption.

[8] Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be sent by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Such notice of redemption may be conditional as provided in the Bond

Ordinance. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in such notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. When so called for redemption, this Bond will cease to bear interest on the specified date fixed for redemption, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same series, maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange for this Bond.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series, maturity and interest rate of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest

payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[11] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * *

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT/TRANS MIN ACT- ____Custodian____ (Cust) (Minor)
TEN ENT-	as tenants by the entirety	under Uniform Gifts/Transfers to Minors
JT TEN-	as joint tenants with right of survivorship and not as tenants in common	Act_____ (State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ ,
attorney, to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered
Owner as it appears upon the face of the within Bond in every particular, without
alteration or enlargement or any change whatever.

Signature guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member
firm of the New York Stock Exchange or a commercial
bank or trust company.

Section 7. Sale of Bonds. The Bonds hereby authorized shall be executed as in this
ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with
the Treasurer of the City, and be by said Treasurer delivered to Bernardi Securities, Inc.,
Chicago, Illinois (the "*Purchaser*"), upon receipt of the purchase price of \$_____, plus
accrued interest, if any. The contract for the purchase of the Bonds heretofore presented to the
Corporate Authorities is hereby authorized, approved and confirmed, it being hereby found and
determined that said contract is in the best interests of the City, and that no person holding an
office of the City either by election or appointment is in any manner interested, either directly or
indirectly, in his own name or in the name of any other person, association, trust or corporation,
in said contract for the purchase of the Bonds. The Mayor, the City Clerk and the City Treasurer
of the City are hereby authorized to execute such contract.

The Preliminary Official Statement of the City, dated August __, 2010, relating to the Bonds, heretofore presented to the Corporate Authorities is hereby ratified and approved. The form of the Official Statement of the City relating to the Bonds (the “*Official Statement*”), presented to the Corporate Authorities at this meeting is hereby approved, and the Purchaser is hereby authorized on behalf of the City to distribute copies of the Official Statement to the ultimate purchasers of the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City.

The Mayor, the City Clerk and the City Treasurer of the City are each hereby authorized to execute and deliver the Official Statement on behalf of the City.

Section 8. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, the following direct annual tax, to-wit:

FOR THE YEAR	TAX SUFFICIENT TO PRODUCE THE SUM OF:
2010	\$ for principal and interest up to and including February 1, 2011
2011	for principal and interest
2012	for principal and interest
2013	for principal and interest
2014	for principal and interest
2015	for principal and interest
2016	for principal and interest
2017	for principal and interest
2018	for principal and interest
2019	for principal and interest
2020	for principal and interest
2021	for principal and interest
2022	for principal and interest
2023	for principal and interest

FOR THE YEAR

TAX SUFFICIENT TO PRODUCE THE SUM OF:

2024	for principal and interest
2025	for principal and interest
2026	for principal and interest
2027	for principal and interest
2028	for principal and interest
2029	for principal and interest

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds; *provided, however*, that whenever other funds (including the proceeds of bonds issued to refund the Bonds) are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of taxes levied for the same, the Corporate Authorities shall, by ordinance, direct the deposit of such funds into the Bond Fund hereinafter created and defined or into a proper escrow account created solely for such purpose, and further, in and by such ordinance, shall direct the abatement of the taxes by the amount so deposited, and proper notification of such abatement shall be filed with the County Clerks of The County of Tazewell, Illinois, and The County of Peoria, Illinois (the “*County Clerks*”), in a timely manner to effect such abatement.

Section 9. Filing of Ordinance; Bond Fund. Forthwith upon the passage of this ordinance, the City Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerks, and it shall be the duty of said County Clerks to annually in and for each of the years 2010 to 2029, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “2010 Taxable General Obligation Bonds, Series 2010 Bond Fund” (the “*Series 2010 Bond Fund*”), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 10. Creation of Funds and Appropriations. The principal proceeds of the Bonds shall be applied in the amounts set forth below, for which purposes the principal proceeds are hereby appropriated:

(i) \$_____ of the Bond proceeds shall be used by the City to pay the costs of issuance of the Bonds; and

(ii) the balance of the Bond proceeds shall be deposited in a separate fund, hereby created, and designated as the “Project Fund (2010A)” (the “*Project Fund*”). Money in the Project Fund shall be used to pay all costs of the Project and all costs and expenses incidental or allocable or related thereto, including costs of issuance of the Bonds.

Accrued interest, if any, and premium, if any, received upon the sale of the Bonds shall be and is hereby appropriated for the purpose of paying the interest due on the Bonds, and, to that end, is hereby ordered deposited into the Series 2010 Bond Fund, which fund shall be the fund for the payment of the principal of and interest on the Bonds. Taxes received for the payment of the Bonds shall be deposited into the Series 2010 Bond Fund, and used solely and only for paying the Bonds.

Section 11. Qualified Build America Bonds. The City hereby irrevocably elects to have subsection (g) of Section 54AA of the Code apply to the Bonds and to therefore treat the Bonds as “Qualified Build America Bonds” under Section 54AA of the Code. The City agrees that, to the extent possible under state law, it will comply with whatever Federal law is adopted in the future which applies to the Bonds, and affects the status of the Bonds as Qualified Build America Bonds. The City agrees that, to the extent possible under state law, it will comply with whatever Federal law is adopted in the future which applies to the Bonds, and affects the status of the Bonds as Qualified Build America Bonds. The City agrees to comply with all provisions of the Code which, if not complied with by the City, would cause the Bonds not to be Qualified Build America Bonds.

Section 12. General Arbitrage Covenants. The City recognizes that the provisions of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), require a rebate to the United States of America in certain circumstances. The City agrees to comply with all provisions of said Section pertaining to the Bonds. The City also agrees and covenants with the purchasers and owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the status of the Bonds as Qualified Build America Bonds.

The Corporate Authorities hereby authorize the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the City Treasurer of the City, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the Bonds continue to qualify as Qualified Build America Bonds. In connection therewith, the City and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations and warranties as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States of America, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

The Mayor, the City Clerk and the City Treasurer of the City, or any of them, are hereby authorized to execute on behalf of the City a Tax Compliance Certificate and Agreement (the “*Tax Compliance Certificate*”) to assure the purchasers and owners of the Bonds that the proceeds of the Bonds are not expected to be used in a manner which would or might result in the Bonds being “reimbursement bonds” issued in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the “*Regulations*”) or “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended (the “*Code*”), or the regulations of the United States Treasury Department currently in effect or proposed. Such Tax Compliance Certificate shall constitute a representation, certification and covenant of the City, and shall be incorporated herein by reference, and no investment of Bond proceeds or of moneys accumulated to pay the Bonds herein authorized shall be made in violation of the expectations

prescribed by said Tax Compliance Certificate. Such Tax Compliance Certificate shall constitute an agreement of the City to follow certain covenants which may require the City to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Compliance Certificate.

Section 13. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that the Bonds continue to be Qualified Build America Bonds under the laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar and the Paying Agent by its acceptance of its duties hereunder agrees, as follows:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of the registered owners of the Bonds as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The City covenants that it shall at all times retain a Bond Registrar with respect to the Bonds, that it will maintain at the designated corporate trust office of the Bond Registrar a place or places where Bonds may be presented for payment or registration of transfer or exchange, and that it shall require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations.

The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Bond Registrar, or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall mail notice of any such appointment made by it to each registered owner of any Bond within twenty (20) days after such

appointment. Any Bond Registrar appointed under the provisions of this Section 18 shall be a bank, trust company or national banking association.

Section 16. Continuing Disclosure Undertaking. The Mayor or the City Treasurer of the City is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking with respect to the Bonds (the “*Continuing Disclosure Undertaking*”) in substantially the form as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his execution to constitute conclusive evidence of his approval of the form of such Continuing Disclosure Undertaking. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking, as executed. Copies of the Continuing Disclosure Undertaking shall be placed in the official records of the City, and shall be available for public inspection at the offices of the City. Notwithstanding any other provision of this ordinance to the contrary, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of any beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Other Documents. The City Manager, the City Clerk, the City Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates necessary in connection with the authorization and delivery of the Bonds, and are hereby authorized to take all such actions and to perform all such duties or functions permitted or required by any of the documents and certificates authorized by this ordinance.

Section 18. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this ordinance.

Section 19. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this ordinance shall be in full force and effect immediately and forthwith upon its passage and approval, as provided by law.

ADOPTED by the Corporate Authorities on August 23, 2010.

AYES:

NAYS:

ABSENT OR NOT VOTING:

APPROVED: August 23, 2010.

(SEAL)

Attest:

Mayor, City of Pekin,
Tazewell and Peoria Counties, Illinois

City Clerk, City of Pekin,
Tazewell and Peoria Counties, Illinois

Recorded in the Municipal records on August 23, 2010.

Published in Pamphlet Form on August 23, 2010.

City Council member _____ moved, and City Council member _____ seconded, the motion that said ordinance as presented and read be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following City Council members voted "AYE": _____

and the following City Council members voted "NAY": _____.

and the following City Council members were "ABSENT OR NOT VOTING": _____.

Whereupon the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the City Clerk to record the same in full in the records of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, which was done.

Other business not pertinent to the proposed public improvement project was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting adjourned.

City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 23rd day of August, 2010, insofar as the same relates to the adoption of an Ordinance entitled:

AN ORDINANCE providing for the issue of \$7,110,000 aggregate principal amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific item relating to said Ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

In WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City,
this ____ day of _____, 2010.

City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the “*Council*”).

I do further certify that on the 23rd day of August, 2010, there was published in pamphlet form, by authority of the Council, a true, complete and correct copy of Ordinance Number ____ of the Council providing for the issuance of Taxable General Obligation Bonds, Series 2010, of the City in the principal amount of \$7,110,000, and that said ordinance as so published was on the said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this ____ day of _____, 2010.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Tazewell, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of _____, 2010, there was filed in my office a duly certified copy of Ordinance Number ____ entitled:

AN ORDINANCE, providing for the issue of \$7,110,000 aggregate principal amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 23rd day of August, 2010, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _____, 2010.

County Clerk of The County of
Tazewell, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of _____, 2010, there was filed in my office a duly certified copy of Ordinance Number ____ entitled:

AN ORDINANCE, providing for the issue of \$7,110,000 aggregate principal amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 23rd day of August, 2010, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _____, 2010.

County Clerk of The County of Peoria,
Illinois

(SEAL)



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Airport Taxiway Pavement Rehabilitation Project

AGENDA DATE REQUESTED: August 23, 2010

ACTION REQUESTED: Concur with the Illinois Department of Aviation (IDA) to accept the bid and award the project to R.A. Cullinan & Son, a Division of United Contractor Midwest (UCM), for the amount of \$353,934.93.

BACKGROUND: The airport receives federal funding every year for various projects as laid out in the annual Transportation Improvement Program (TIP). This year's work is to rehabilitate the pavement between the hangars. The work was designed by Crawford, Murphy, and Tilly (CMT) and let on July 30, 2010, with R. A. Cullinan being the only bidder. The bid was \$31,810 below the official estimate. At the present time, the City's local match of 2.5% would be approximately \$8,848.37. However, we currently have a credit balance from previous projects that will cover most if not all of this amount.

I recommend that we concur with the bid.

FINANCIAL IMPACT: No more than \$8,848.37 from Airport Budget. Current budget shows \$1,500 for the local match and with the credit currently on the books it will more than cover the cost.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Pavement rehabilitation project moves forward which will extend the life of the pavement and improve drainage and ease of use for the pilots.

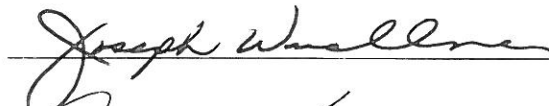
IMPACT IF DENIED: Pavement conditions will continue to deteriorate and cause potential problems and possibly damage aircraft.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Quality of Life

REQUIRED SIGNATURES

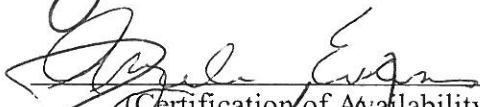
Department Director



8/10/10

Date

Finance Department

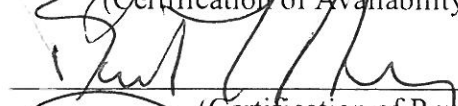


8-10-10

(Certification of Availability of Funds)

Date

Corporation Counsel

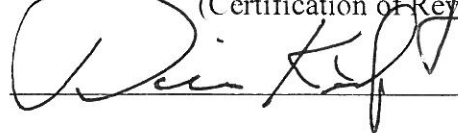


8-18-10

(Certification of Review)

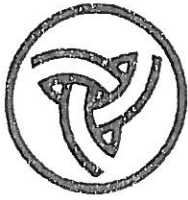
Date

City Manager



8-10-10

Date



Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Springfield, Illinois / 62707-8415

August 2, 2010

Joseph Wuellner, P.E.
City Engineer
Pekin Municipal Airport
111 South Capital Street
Pekin, Illinois 61554

Re: Item 2A – July 30, 2010 Letting
Pekin Municipal Airport
Ill Project No. C15-3990
AIP No. 3-17-0078-B11
Contract No. PN005

Dear Mr. Wuellner,

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, R.A. Cullinan and Son, A division of United Contractors Midwest, Inc., in the amount of \$353,934.93.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding and other post letting administrative requirements.

If you have any questions concerning this matter, please feel free to contact me at (217) 785-4884.

Sincerely,

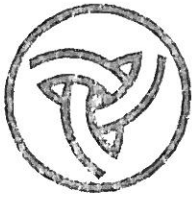
A handwritten signature in cursive script, appearing to read 'Alan Mlacnik'.

Alan D. Mlacnik, P.E.
Acting Engineer of Design

Award Concurrence / Authorization

(Sponsor Signature and Title)

ADM/dwm
Enclosure
C: Crawford, Murphy & Tilly, Inc.



Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Capital Airport / Springfield, Illinois / 62707-8415

August 3, 2010

R. A. Cullinan and Son, A division of
United Contractors Midwest, Inc.
121 West Park
P.O. Box 166
Tremont, Illinois 61568-0166

Re: Item 2A – July 30, 2010 Letting
Pekin Municipal Airport
Ill. Proj. C15-3990
AIP No. 3-17-0078-B11
Contract No. PN005

Dear Sir:

This office received bids on July 30, 2010, for the above referenced project.
Your firm was the low bidder.

It is our intent to award the contract, subject to release of project funds.

Your attention is directed to the "Special Provision - Required Participation By Eligible Disadvantaged Business Enterprises" Section II, Paragraph B. In order for this office to award the contract in a timely manner, your effort in compliance is required.

If the bidder to whom award is made is a corporation organized under the laws of a state other than Illinois, the bidder shall furnish the Department a copy of the corporation's Certificate of Authority to do business in the state of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered just cause for the annulment of the award and the forfeiture of the proposal guaranty to the state, not as a penalty, but in payment of liquidated damages sustained as a result of such failure. The Certificate of Authority may be obtained from the Secretary of State, Corporation Division, Springfield, Illinois 62756, telephone (217) 782-7880.

If we can be of further assistance, please feel free to contact this office.

Sincerely,

Alan D. Mlacnik, P.E.
Acting Engineer of Design

ADM/dwm

C: Joseph Wuellner, P.E., City Engineer

ELMS014:DTGB2399.ELMR099
 07/31/10 08:40:57
 LETTING DATE: 07 30 2010 LETTING TYPE: AERONAUTICS
 FEDERAL PROJECT: 3-17-0078-B11
 ILL PROJECT: C1-5 -3990
 AIRPORT: PEKIN MUNICIPAL
 COUNTY: TAZEWELL
 UNITS PRICE DEVIATION OF BIDS
 CONTRACT NUMBER: PN005 LETTING ITEM NUMBER: 002A
 PAGE: 2

 SUMMARY OF CONTRACTOR BIDS

NUMBER OF BIDDERS	AVG BID	DISTRICT EST	CENT BUR EST	AVG DEV %	AVG DEV \$	DEV \$ OVER 5%
1	353,934.93	385,745.00	385,745.00	8.25-	31,810.07-	

I CERTIFY THAT THE UNIT PRICES AS SHOWN
 ON THE TABULATION OF BIDS IS A TRUE AND
 CORRECT COPY OF THE UNIT PRICES RECEIVED
 FOR THIS PROJECT.

STEVE LONG
 ENGINEER OF DESIGN - AERONAUTICS

CONTRACT STATUS : SELECTED
 AWARD DATE :
 PROJECTED COMPLETION DATE: 12-2010
 :
 CONSTRUCTION TYPE CODE :

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)		
TAZEWELL /179	PEKIN MUNICIPAL	3170078B11-C15 /399/0			
PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR152450	SHOULDER EMBANKMENT	1,575.000	S.Y.	6.9700	10,977.75
AR152511	SUBGRADE REPAIR	1,000.000	S.Y.	12.0000	12,000.00
AR152540	SOIL STABILIZATION FABRIC	1,000.000	S.Y.	2.0000	2,000.00
AR209608	CRUSHED AGG. BASE COURSE - 8"	1,100.000	S.Y.	15.0000	16,500.00
AR401611	BIT. SURFACE COURSE-METHOD I	1,600.000	TON	116.0000	185,600.00
AR401650	BITUMINOUS PAVEMENT MILLING	10,675.000	S.Y.	5.9600	63,623.00
AR401900	REMOVE BITUMINOUS PAVEMENT	1,350.000	S.Y.	7.0000	9,450.00
AR603510	BITUMINOUS TACK COAT	1,600.000	GAL.	4.5000	7,200.00
AR701512	12" RCP, CLASS IV	160.000	L.F.	79.9200	12,787.20
AR701518	18" RCP, CLASS IV	48.000	L.F.	168.4800	8,087.04
AR701524	24" RCP, CLASS IV	8.000	L.F.	163.0800	1,304.64
AR701900	REMOVE PIPE	56.000	L.F.	20.2500	1,134.00
AR751410	INLET	4.000	EACH	3,672.0000	14,688.00
AR751411	INLET-TYPE A	1.000	EACH	1,285.2000	1,285.20
AR751900	REMOVE INLET	5.000	EACH	534.6000	2,673.00
AR901510	SEEDING	.500	ACRE	3,580.2000	1,790.10
AR908510	MULCHING	.500	ACRE	3,726.0000	1,863.00
AR908520	EXCELSIOR BLANKET	360.000	S.Y.	2.7000	972.00
CONTRACT TOTAL AWARD					353,934.93

PAGE: 1

THE

FOUR

CONTRACT NUMBER: PN005 LETTING ITEM NUMBER: 002A

COUNTY: TAZEWELL

SUMMARY OF CONTRACTOR BIDS

CALCULATED	LOW	BIDR CALC	BLANK
EXTENSIONS	BID	EXTENSION	BIDS

1284 R.A. Cullinan and Son, A division of
United Contractors Midwest, Inc.

NO ALT

DEV $\frac{\circ}{3}$ 8.25-

DEV S 31,810.07-

DEV \$ OVER 5%

FEDERAL PROJECT: 3-17-0078-B11

ILL PROJECT: CI-5 -3990

AIRPORT: PEKIN MUNICIPAL

COUNTY: TAZEWELL

SUMMARY OF CONTRACTOR BIDS

NUMBER OF BIDDERS	AVG BID	DISTRICT EST	CENT BUR EST	AVG DEV %	AVG DEV \$	DEV \$ OVER 5 %
1	353,934.93	385,745.00	385,745.00	8.25-	31,810.07-	

I CERTIFY THAT THE UNIT PRICES AS SHOWN
ON THE TABULATION OF BIDS IS A TRUE AND
CORRECT COPY OF THE UNIT PRICES RECEIVED
FOR THIS PROJECT.

STEVE LONG

ENGINEER OF DESIGN - AERONAUTICS

CONTRACT STATUS : SELECTED

AWARD DATE :

PROJECTED COMPLETION DATE: 12-2010

:

CONSTRUCTION TYPE CODE :

----- DETAIL CONTRACTOR BIDS -----									
ITEM NBR ITEM DESCRIPTION BIDR NBR BIDDER NAME		QUANTITY	UNIT	MEASURE	PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF	
AR152450	SHOULDER EMBANKMENT	1,575.000	S.Y.						
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			6.9700	*	10,977.75	10,977.75		
CENTRAL BUREAU ESTIMATE									
AVERAGE BID									
AVERAGE DEVIATION \$									
DESIGNATED BID DEVIATION \$									
AR152511	SUBGRADE REPAIR	1,000.000	S.Y.						
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			12.0000	*	12,000.00	12,000.00		
CENTRAL BUREAU ESTIMATE									
AVERAGE BID									
AVERAGE DEVIATION \$									
DESIGNATED BID DEVIATION \$									
AR152540	SOIL STABILIZATION FABRIC	1,000.000	S.Y.						
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			2.0000	*	2,000.00	2,000.00		
CENTRAL BUREAU ESTIMATE									
AVERAGE BID									
AVERAGE DEVIATION \$									
DESIGNATED BID DEVIATION \$									
AR209608	CRUSHED AGG. BASE COURSE - 8"	1,100.000	S.Y.						
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			15.0000	*	16,500.00	16,500.00		
CENTRAL BUREAU ESTIMATE									
AVERAGE BID									
AVERAGE DEVIATION \$									
DESIGNATED BID DEVIATION \$									
AR401611	BIT. SURFACE COURSE-METHOD I	1,600.000	TON						
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			116.0000	*	185,600.00	185,600.00		

ELMS014:DIGE2399:ELMR099
07/31/10 08:40:57
LETTING DATE: 07 30 2010 LETTING TYPE: AERONAUTICS

ILLINOIS DEPARTMENT OF TRANSPORTATION
UNIT PRICE DEVIATION OF BIDS

PAGE: 5

FEDERAL PROJECT: 3-17-0078-B11
ILL PROJECT: CL-5 -3990

AIRPORT: PEKIN MUNICIPAL

CONTRACT NUMBER: PN005 LETTING ITEM NUMBER: 002A

COUNTY: TAZEWELL

DETAIL CONTRACTOR BIDS

ITEM NBR	ITEM DESCRIPTION	QUANTITY	UNIT	MEASURE	PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
BIDR NBR	BIDDER NAME							
	DESIGNATED BID DEVIATION \$				34.9200+ ????		5,587.20+ ????	
AR701518	18" RCP, CLASS IV	48.000		L.F.				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.				168.4800 *	8,087.04	8,087.04	
	CENTRAL BUREAU ESTIMATE				55.0000		2,640.00	
	AVERAGE BID				168.4800		8,087.04	
	AVERAGE DEVIATION \$				113.4800+		5,447.04+	
	DESIGNATED BID DEVIATION \$				113.4800+ ????		5,447.04+ ????	
AR701524	24" RCP, CLASS IV	8.000		L.F.				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.				163.0800 *	1,304.64	1,304.64	
	CENTRAL BUREAU ESTIMATE				60.0000		480.00	
	AVERAGE BID				163.0800		1,304.64	
	AVERAGE DEVIATION \$				103.0800+		824.64+	
	DESIGNATED BID DEVIATION \$				103.0800+		824.64+	
AR701900	REMOVE PIPE	56.000		L.F.				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.				20.2500 *	1,134.00	1,134.00	
	CENTRAL BUREAU ESTIMATE				25.0000		1,400.00	
	AVERAGE BID				20.2500		1,134.00	
	AVERAGE DEVIATION \$				4.7500-		266.00-	
	DESIGNATED BID DEVIATION \$				4.7500-		266.00-	
AR751410	INLET	4.000		EACH				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.				3,672.0000 *	14,688.00	14,688.00	
	CENTRAL BUREAU ESTIMATE				4,000.0000		16,000.00	
	AVERAGE BID				3,672.0000		14,688.00	
	AVERAGE DEVIATION \$				328.0000-		1,312.00-	
	DESIGNATED BID DEVIATION \$				328.0000-		1,312.00-	
AR751411	INLET-TYPE A	1.000		EACH				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.				1,285.2000 *	1,285.20	1,285.20	

DETAIL CONTRACTOR BIDS

ITEM NBR	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
BIDR NBR	BIDDER NAME						
	CENTRAL BUREAU ESTIMATE			2,000.0000		2,000.00	
	AVERAGE BID			1,285.2000		1,285.20	
	AVERAGE DEVIATION \$			714.8000-		714.80-	
	DESIGNATED BID DEVIATION \$			714.8000-		714.80-	
AR751900	REMOVE INLET	5.000	EACH				
* 1284	K.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			534.6000 *	2,673.00	2,673.00	
	CENTRAL BUREAU ESTIMATE			750.0000		3,750.00	
	AVERAGE BID			534.6000		2,673.00	
	AVERAGE DEVIATION \$			215.4000-		1,077.00-	
	DESIGNATED BID DEVIATION \$			215.4000-		1,077.00-	
AR901510	SEEDING	0.500	ACRE				
* 1284	K.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			3,580.2000 *	1,790.10	1,790.10	
	CENTRAL BUREAU ESTIMATE			2,000.0000		1,000.00	
	AVERAGE BID			3,580.2000		1,790.10	
	AVERAGE DEVIATION \$			1,580.2000+		790.10+	
	DESIGNATED BID DEVIATION \$			1,580.2000+		790.10+	
AR903510	MULCHING	0.500	ACRE				
* 1284	K.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			3,726.0000 *	1,863.00	1,863.00	
	CENTRAL BUREAU ESTIMATE			2,000.0000		1,000.00	
	AVERAGE BID			3,726.0000		1,863.00	
	AVERAGE DEVIATION \$			1,726.0000+		863.00+	
	DESIGNATED BID DEVIATION \$			1,726.0000+		863.00+	
AR908520	EXCELSIOR BLANKET	360.000	S.Y.				
* 1284	R.A. Cullinan and Son, A division of United Contractors Midwest, Inc.			2.7000 *	972.00	972.00	
	CENTRAL BUREAU ESTIMATE			10.0000		3,600.00	
	AVERAGE BID			2.7000		972.00	
	AVERAGE DEVIATION \$			7.3000-		2,628.00-	

FLMS014:DTCE2399:ELMR099
07/31/10 08:40:57
LETTING DATE: 07 30 2010

ILLINOIS DEPARTMENT OF TRANSPORTATION
UNIT PRICE DEVIATION OF

PAGE: 7

BIDS
CONTRACT NUMBER: PN005 LETTING ITEM NUMBER: 002A

FEDERAL PROJECT: 3-17-0078-B11
ILL PROJECT: C1-5 -3990

AIRPORT: PEKIN MUNICIPAL

COUNTY: TAZEWELL

DETAIL CONTRACTOR BIDS

ITEM NBR ITEM DESCRIPTION
BIDR NBR BIDDER NAME

DESIGNATED BID DEVIATION \$

7.3000-

SUMMATION
OF BIDDER
EXTENSIONS

SUMMATION OF
CALCULATED
EXTENSIONS

BIDR CALC
EXTENSION DIFF

2,628.00-



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Approve Proposal of Tazewell County Asphalt to Crack Seal Runway

AGENDA DATE REQUESTED: August 23, 2010

ACTION REQUESTED: Award contract to provide crack sealing of the runway to Tazewell County Asphalt Co., Inc. in the amount not to exceed \$25,000.

BACKGROUND: As part of the requirements for receiving Federal aid at the airport, maintenance of the pavement has to be done on an annual basis. Crack sealing has not been necessary over the past few years since the pavement was re-done in 2003 but it is time to start the process again. We annually include in the budget \$25,000 for this purpose and due as much work as that amount will cover. The amount this year will cover the runway and adjoining taxiway connections. Quotes were requested from R.A. Cullinan, City Coal & Asphalt, and Tazewell County Asphalt to fill cracks and to route if needed. Based on the price for crack filling which will be the bulk of the project, Tazewell County Asphalt submitted the lowest per foot price.

I recommend that we accept the bid and award the project to Tazewell County Asphalt Co., Inc. with the project not to exceed \$25,000.

FINANCIAL IMPACT: Funding provided in the budget for this work.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Runway pavement will be sealed which will protect it.

IMPACT IF DENIED: Runway pavement will not be sealed which will leave it subject to water infiltration and deterioration.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Hallman

8/18/10

Date

Finance Department

Angela Evans

8.18.10

(Certification of Availability of Funds)

Date

Corporation Counsel

[Signature]

(Certification of Review)

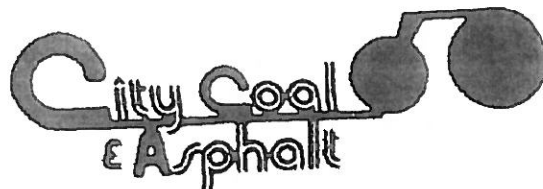
Date

City Manager

Din Kaf

8/18/10

Date



Driveways
Parking Lots
Tennis Courts
Seal Coating

225 N. SECOND ST.
PO BOX 881
PEKIN, IL 61554

Firewood
Coal
Sand
Gravel
White Rock

FREE ESTIMATES
346-0564

**BLACKTOP
CONTRACTORS**

Brian Rowden
Derek Vestal

Name / Address

Pekin Airport
Mike Guerra
13906 Airport Lane
Pekin, IL 61554

Date

Estimate #

8/17/2010

366

Estimate

Description	Total
To clean 30,000 LN FT (.75/LN FT) cracks with a crack jet and/or a wire wheel and fill with a state approved hot pour crack filler will be *Any cracks that you want routed, will be an additional .20/LN FT **PLEASE MAKE NOTE THAT THE RUNWAY MUST BE MARKED OFF BY THE CITY & WILL NEED TO BE CLOSED DOWN FOR THE DAYS NEEDED TO COMPLETE THE JOB!! THANKS 	22,500.00
Thank you for allowing City Coal & Asphalt to quote this bid for your company.	
Subtotal	\$22,500.00
Sales Tax (0.0%)	\$0.00
Total	\$22,500.00



a division of United Contractors Midwest, Inc.

121 West Park St. - P.O. Box 166
Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To: City of Pekin
111 S. Capitol Street
Pekin, Il. 61554
Attn: Mr. Mike Guerra
Phone:
Mobile: 613-6419
Fax:

Job Name: Crack Filling
Project Location: Pekin Airport
Date of Plans:
Bid Date: August 12, 2010
FSA: 0812COPC
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Alternate					
1.	Crack Routing	30,000.00	LF	0.77	23,100.00
	Total for Routing				\$23,100.00
Base Bid					
2.	Clean & Fill Cracks	30,000.00	LF	0.80	24,000.00
	Total for Base Bid				\$24,000.00

NOTES:

City to Close Runway.
Thank you for the opportunity to bid on this project We look forward to working with you.

Jim Bullard
R. A. Cullinan & Son
a division of United Contractors Midwest, Inc

Signed

Signed

Date

8/13/10

Date

PROPOSAL

IDOT Approved Asphalt Plant, Asphalt Material and Equipment



23497 Ridge Road ▪ East Peoria, IL 61611 ▪ PHONE: (309) 698-8404 ▪ FAX: (309) 698-8431

City of Pekin
Office of the City Clerk
111 S. Capitol St
Pekin, IL

PHONE:

8/18/2010

FAX:

RE:

Airport Maintenance Crack Seal

- Crack Sealing - \$.55 per LF
- Crack Routing - \$.45 per LF

- Deery 102P is the product that we use. If any other product is required, the price would have to be adjusted.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See Above

TERMS: It is understood that invoices are DUE UPON RECEIPT. Accounts over 30 days past due will be subject to a 1.5% finance charge (an annual rate of 18%) and that costs incurred to collect past due accounts, including court costs, attorney fees will be added to my account.

NOTE: Any additional insurance premium incurred to provide Owners and Contractors protective policy, waivers of subrogation, or other insurance conditions will be added to the above quoted price for the actual expense incurred to provide this additional coverage.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Kurt Kaufman
Kurt Kaufman

Note: This proposal may be withdrawn by us
if not accepted within 30 days.

Notes: All base material figured to be completed in one mobilization.
All paving figured to be completed in one mobilization.
Sub grade is not the responsibility of Tazewell County Asphalt.
Excavation and final grading not included in bid.
Sub grade to be approved prior to Tazewell County Asphalt mobilization.

Signature of Acceptance

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Bus Driver Parking Lot Pavement

AGENDA DATE REQUESTED: August 23, 2010

ACTION REQUESTED: Award contract to pave the bus driver parking lot at 1130 Koch to Tazewell County Asphalt Co., Inc. in the amount of \$34,701.80.

BACKGROUND: With the acquisition of Hoyle Bus we also got an additional 50 to 60 drivers that will need a place to park their personal vehicles. To accommodate the extra parking, we have cleared an area next to the service center at 1130 Koch and have it ready for paving. Bids were received on August 10th with the low bidder being Tazewell County Asphalt. The work will include final grading and paving of the lot. Once complete, we will stripe it and the adjacent area for use as parking. The entire area will be fenced to provide security.

I recommend that we accept the bid and award the project to Tazewell County Asphalt co., Inc. in the amount of \$34,701.80.

FINANCIAL IMPACT: Funding provided in the budget for this work.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Pavement will be complete and the additional drivers will have a place to park.

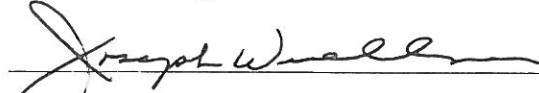
IMPACT IF DENIED: Pavement will not be placed and the lot will be a constant problem with grading and mud.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Quality of Life

REQUIRED SIGNATURES

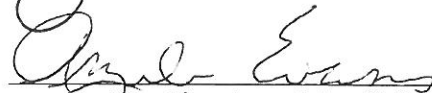
Department Director



8/10/10

Date

Finance Department



(Certification of Availability of Funds)

8-10-10

Date

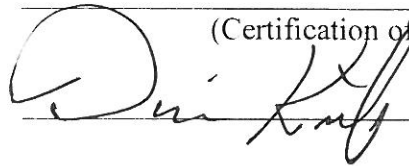
Corporation Counsel



(Certification of Review)

Date

City Manager



8-11-10

Date

BID TABULATIONS **BUS DRIVER PARKING LOT PROJECT**

OPENING AUGUST 10, 2010 @ 2:00 P.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
R.A. CULLINAN & SON	P.O. BOX 166 TREMONT IL 61568 john.birky@ucm.biz		No bid
CITY COAL & ASPHALT, INC.	225 N 2 ND STREET PEKIN, IL 61554 346-0564		\$38,068.59
TAZEWELL COUNTY ASPHALT COMPANY, INC.	23497 RIDGE ROAD EAST PEORIA, IL 61611 698-8404		\$34,701.80

CITY ENGINEER ESTIMATE \$31,722.00

Notice to Bidders

RETURN WITH BID

Location
County
Local Agency

Pekin Service Center
Tazewell
City of Pekin

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of City Clerk, 111 S. Capitol
St., Pekin, IL 61554

until 2:00 o'clock P M., August 10, 2010 (address)
at 2:00 o'clock P M., August 10, 2010 (date)
Pekin, IL 61554 (address)

Proposals will be opened and read publicly

at the office of City Clerk, 111 S. Capitol St.

Description of Work

Name Bus Depot Parking Lot Area 1,488 SY

Location City of Pekin Service Center, 1130 Koch St., Pekin, IL 61554

Proposed Improvement The placement of Bituminous Materials Prime Coat on an existing aggregate base course and
the placement of 3" of HMA.

Bidders Instructions

1. Plans and proposal forms will be available in the office of City Clerk, 111 S. Capitol St., Pekin, IL 61554
2. 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".
3. 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".
4. 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:
 - b. BLR 12220 - Notice to Bidders
 - c. BLR 12221 - Contract Proposal
 - d. BLR 12223 - Signatures
 - f. BLR 12230 - Proposal Bid Bond (if applicable)
5. 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.

Tazewell County Asphalt Co. Inc.
23497 Ridge Road
East Peoria, IL 61611

6. 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.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. 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.
9. 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

City of Pekin

(Awarding Authority)

Michael Guerra

City Field Engineer

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

Tazewell County Asphalt Co. Inc.
23497 Ridge Road
East Peoria, IL 61611

Proposal

RETURN WITH BID

Location

Pekin Service Center

County

Tazewell

Local Agency

City of Pekin

1. Proposal of Bus Depot Parking Lot

for the improvement of the above section by the construction of the application of a Bituminous Material Prime Coat to an aggregate base course and the placement of 3" of Hot Mix Asphalt

a total area of 1488.00 SQ YD.

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 30 days after Notice of Award.
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

the amount of the check is _____ (_____)

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 the Bid Sheet covering the work to be performed under this contract.

Tazewell County Asphalt Co. Inc.
23497 Ridge Road
East Peoria, IL 61611



Public Works Department

SUMMARY OF WORK

The City of Pekin is accepting bids for the installation of an HMA extension to the existing parking lot located at the Pekin Service Center located at 1130 Koch St, Pekin IL. Bids will be accepted until 2pm, Tuesday August 10th, 2010, at the Office of the City Clerk, 111 S. Capitol St., Pekin, IL 61554 at which time they will be opened and read aloud.

The extension which is located on the North West corner of the building has already been stripped of topsoil and has an aggregate sub base installed. The work will involve priming the aggregate with a Bituminous Material, and placing 3" of Hot Mix Asphalt. Some fine grading will be required to ensure a smooth and uniform pavement along with clean seams with existing pavement.

All work must be completed within 30 days of Notice of Award.

Questions should be directed to Michael Guerra, Field Engineer, at 477-2300.

SCOPE OF WORK

Bituminous Materials (Prime Coat) - (GAL)

This work will include the application of a MC-30 grade material at an application rate of 0.25 to 0.50 gal sq yd and shall be cured for a period not less than 24 hrs prior to placing the Hot Mix Asphalt.

Hot Mix Asphalt Surface – (TON)

This work will include the placement of 3" of HMA Binder. The mix should be equivalent to the mix IL-19.0 or IL-19.0L and be compacted to 95% Density. Any grading required to ensure a uniform thickness of 3" will be considered incidental to this pay item.

BID SHEET:

Item of Work	Quantity	Unit Price	Bid Price
Bituminous Material (Prime Coat)	743 GAL	\$5.10	\$3,789.30
Hot Mix Asphalt Surface	250 TON	\$123.65	\$30,912.50
Total Bid			\$34,701.80

Tazewell County Asphalt Co. Inc.
23497 Ridge Road
East Peoria, IL 61611

Signatures

Location Pekin Service Center
County Tazewell
Local Agency City of Pekin

RETURN WITH BID

(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 Tazewell County Asphalt

Signed By Carl A. Kaufman Pres. President

Business Address 23497 Ridge Rd
East Peoria, IL 61611

Insert
Names of
Officers



President Carl A. Kaufman

Secretary Kent Kaufman

Treasurer Kent Kaufman

Attest:

[Signature]
Secretary

Tazewell County Asphalt Co. Inc.
23497 Ridge Road
East Peoria, IL 61611

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, LINDA L. HOPKINS,

RONALD A. KOOPMAN, TIM R. PATTON and GREG NUSSBAUM

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company



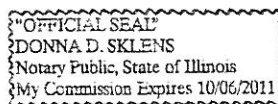
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Du Page

On this 11th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Companies this 10th day of August, 2010.

Tazewell County Asphalt Co., Inc.
23497 Ridge Road
East Peoria, IL 61611

[Signature]
James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company

RECEIVED

AUG 10 2010

Public Works Department

CITY CLERK

SUMMARY OF WORK

The City of Pekin is accepting bids for the installation of an HMA extension to the existing parking lot located at the Pekin Service Center located at 1130 Koch St, Pekin IL. Bids will be accepted until 2pm, Tuesday August 10th, 2010, at the Office of the City Clerk, 111 S. Capitol St., Pekin, IL 61554 at which time they will be opened and read aloud.

The extension which is located on the North West corner of the building has already been stripped of topsoil and has an aggregate sub base installed. The work will involve priming the aggregate with a Bituminous Material, and placing 3" of Hot Mix Asphalt. Some fine grading will be required to ensure a smooth and uniform pavement along with clean seams with existing pavement.

All work must be completed within 30 days of Notice of Award.

Questions should be directed to Michael Guerra, Field Engineer, at 477-2300.

SCOPE OF WORK

Bituminous Materials (Prime Coat) - (GAL)

This work will include the application of a MC-30 grade material at an application rate of 0.25 to 0.50 gal sq yd and shall be cured for a period not less than 24 hrs prior to placing the Hot Mix Asphalt.

Hot Mix Asphalt Surface - (TON)

This work will include the placement of 3" of HMA Binder. The mix should be equivalent to the mix IL-19.0 or IL-19.0L and be compacted to 95% Density. Any grading required to ensure a uniform thickness of 3" will be considered incidental to this pay item.

BID SHEET:

Item of Work	Quantity	Unit Price	Bid Price
Bituminous Material (Prime Coat)	743 GAL	<u>4.13</u>	<u>3068.59</u>
Hot Mix Asphalt Surface	250 TON	<u></u>	<u>35000</u>
Total Bid			<u>3868.59</u>



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Location Pekin Service Center
 County Tazewell
 Local Agency City of Pekin

RETURN WITH BID

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

B & D outdoors (DBA City Coal & Asphalt)
 (Company Name)

(Company Name)

By: [Signature] (owner)
 (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

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

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF Tazewell

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

10th day of August

My commission expires 10-14-2012

[Signature]
 (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

Proposal

RETURN WITH BID

Location Pekin Service Center
County Tazewell
Local Agency City of Pekin

1. Proposal of Bus Depot Parking Lot

for the improvement of the above section by the construction of the application of a Bituminous Material Prime Coat to
an aggregate base course and the placement of 3" of Hot Mix Asphalt

a total area of 1488.00 SQ YD.

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 30 days after Notice of Award.
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
- the amount of the check is _____ (_____)
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 the Bid Sheet covering the work to be performed under this contract.

Signatures

Location Pekin Service Center
 County Tazewell
 Local Agency City of Pekin

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name B+D outdoors (DBA city coal & Asphalt)

Signed By B. R. D.

Business Address PO Box 881

Pekin IL 61554

Brian Rowden

1021 Park Ave Pekin IL

Derek Vestal

1411 N 9th Pekin IL 61554

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

Notice to Bidders

RETURN WITH BID

Location

Pekin Service Center

County

Tazewell

Local Agency

City of Pekin

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of City Clerk, 111 S. Capitol
St., Pekin, IL 61554

until 2.00 o'clock P M., August 10, 2010 (address)
at 2.00 o'clock P M., August 10, 2010 (date)
Pekin, IL 61554 (date)
at the office of City Clerk, 111 S. Capitol St.
(address)

Description of Work

Name Bus Depot Parking Lot Area 1,488 SY

Location City of Pekin Service Center, 1130 Koch St., Pekin, IL 61554

Proposed Improvement The placement of Bituminous Materials Prime Coat on an existing aggregate base course and the placement of 3" of HMA.

Bidders Instructions

1. Plans and proposal forms will be available in the office of City Clerk, 111 S. Capitol St., Pekin, IL 61554
2. 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".
3. 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".
4. 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:
 - b. BLR 12220 - Notice to Bidders
 - c. BLR 12221 - Contract Proposal
 - d. BLR 12223 - Signatures
 - f. BLR 12230 - Proposal Bid Bond (if applicable)
5. 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.

6. 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.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. 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.
9. 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

City of Pekin

(Awarding Authority)

Michael Guerra

City Field Engineer

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



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: Ordinance 1462-A299-10/11—No Parking/Standing--100 Block of Distillery Rd., 115 feet east of Front Street.

AGENDA DATE REQUESTED: August 23, 2010

ACTION REQUESTED: Amend Title 8, Chapter 4 of the code to restrict Parking/Standing in the 100 block of Distillery Rd., 115 feet east of Front Street (north side of roadway in front of Linde Gas).

BACKGROUND: Representatives from Linde Gas approached the traffic safety committee requesting a "no parking/standing of vehicles" in front of their plant entrance. Grain trucks backed up from the local elevators commonly impede entrance and exit to the plant. The no parking/standing will allow safe entry and exit for semis from Linde Gas.

FINANCIAL IMPACT: \$ N/A

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Simply provides safe motor vehicle passage in and out of the Linde Plant.

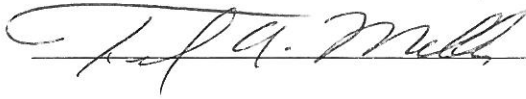
IMPACT IF DENIED: See Above.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community.

REQUIRED SIGNATURES

Department Director



8-19-10
Date

Finance Department

(Certification of Availability of Funds)

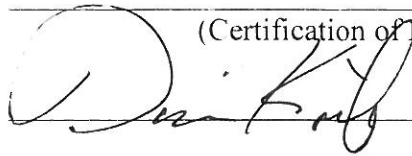
Date

Corporation Counsel

(Certification of Review)

Date

City Manager



8/19/10
Date

ORDINANCE NO. 1462-A299 – 10/11

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
DISTILLERY ROAD**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

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

WHEREAS, the Traffic Safety Committee addressed truck parking/standing concerns on Distillery Road at the Traffic Safety Committee Meeting on August 6, 2010; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking on Distillery Road on north side from Front Street 115 feet east of corner; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code NO PARKING SCHEDULE

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated April 12, 2010 in its entirety, and inserting the No Parking Schedule dated August 23, 2010 attached hereto and incorporated herein by this reference.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

06-14-10

8/16/2010

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Ad
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	South 6th Street	Hillier Street	St Joseph Place	North	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Stree	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 7th Street	95' South of Park Av	180' South	South	West	12-14-09
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	Always	All days	South Capitol Stre	Court Street	Sabella Street	South	Both	
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Broadway	Court Street	North	Both	
Total	7:30am-5pm	School	South Capitol Stre	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Stre	Washington Street	from stop signs 90' Sout	North	Both	
Total	Always	All days	South Capitol Stre	Washington Street	Broadway	North	West	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hour	9am-5pm	Mon-Sat	St Mary Street	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	40'	East-West	Both	
Total	Always	All days	State Street	North 5th Street	Lucille Street	South	West	
Total	Always	All days	Sycamore Street	Washington Street	Broadway	North	Both	
Total	Always	All days	Third Avenue	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
2 hour	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vista	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	
Total	Always	All days	Distillery Road	Front Street	' East of Front Street	West	North	08-23-10

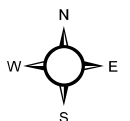
1/5



No Parking Distillery Road 115 feet Starting at Front



0 50 100 200 300 400 500 Feet



ORDINANCE NO. 1462-A300 – 10/11

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
ON JEFFERSON STREET**

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

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the Traffic Safety Committee addressed concerns of traffic entering Lincoln Street.

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that stop signs be placed on Jefferson Street on the east side at T intersection of Lincoln Street.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Jefferson Street	Lincoln Street	North

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

Stop Sign at Jefferson and Lincoln



Jefferson and Lincoln





REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Fire Chief Kurt Nelson

AGENDA ITEM: Payment of \$171,072.00 for Purchase of Fire Rescue Vehicle

AGENDA DATE REQUESTED: August 23rd 2010

ACTION REQUESTED: Recommended Council Approval of \$171,072.00 for the purchase of new rescue vehicle for the City of Pekin Fire Department.

BACKGROUND: We are submitting this request for a grant to replace a 2001 Fire- Rescue truck with a 2010 Fire/Rescue/ Special Response vehicle. The vehicle will be used in the essential Fire Protection functions of the City of Pekin and will include delivery of Emergency Medical Service, Fire Response and Specialty Rescue Service including Technical Rescue, Confined Space Rescue, Below Grade Rescue, and High Angle Rescue. Due to the City's revenue cuts, and increased maintenance on this vehicle to keep it operational on the streets, the City is utilizing vehicles that have well exceeded their useful life as a first response unit. This new vehicle will not only be an upgrade over the existing truck, and allow the city to carry much needed equipment, but the lack of needed maintenance on the new vehicle will free up City mechanics to work on other vehicles, and utilize the older vehicle when preventative maintenance needs completed.

FINANCIAL IMPACT: \$ 171,072.00 (\$6,000 for Extrication Power Unit) Approved in the current budget for purchase in Fiscal Year 2011.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow the City of Pekin Fire Department to continue to offer reliable expedient service to all the citizens in need of assistance. Will also allow increase productivity, and ability to carry much needed equipment on first line rescue vehicle, and decreased maintenance costs, and ability to maneuver in poor weather conditions.

IMPACT IF DENIED: Increased maintenance costs without the reliability. The Pekin Fire Department will see decreased productivity in bad weather, poor road condition response areas, and during winter storms. Current Rescue vehicle was put in place in 2002 as a short term solution to the need for a rescue vehicle, and was not built to the standards needed.

ALTERNATIVES: Purchase Rescue truck in future years, which will cost a significant amount of money in maintenance of current rescue vehicle, and increase costs due to future NFPA changes in Fire vehicle specifications, which increase overall costs

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of life

REQUIRED SIGNATURES

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



109 EAST BROADWAY • ALEXIS, ILLINOIS 61412 • P 800.322.2264 • F 309.482.6127 • SALES@ALEXISFIRE.COM

Pekin Fire Department
Pekin, Illinois

Gentlemen:

We hereby propose to furnish, after your acceptance, approval, and proper execution of the accompanying contract, the fire apparatus as follows:

One (1) Alexis 12' Response One

As per specifications attached herewith.

TOTAL APPARATUS.....\$165,072.00 *

* Does not include any applicable taxes. Any local or state tax, if applicable, must be added to the above price.

Shipment of completed apparatus shall be made within **195** calendar days after our approval of properly signed contract, subject to causes beyond our control. This proposal is made subject to your acceptance within thirty (30) days from date of same. If acceptance is delayed beyond that period, we will, upon request, advise you of any increase in said amount which may be occasioned by causes beyond our control.

Respectfully submitted,
ALEXIS FIRE EQUIPMENT COMPANY

By: Stan Froelich
Stan Froelich, Factory Direct Sales Rep.

"QUALITY HAS NO SUBSTITUTE"

PROPOSAL FOR FURNISHING FIRE APPARATUS

August 13, 2010

City of Pekin Fire Department
Chief Kurt Nelson
111 South Capital
Pekin, Illinois
61554

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

(1) 2011 Pierce Contender Ford F-550 4 Door 4 X 4 Rescue per the attached Proposal and Specifications	\$ 191,942.00
--	---------------

Included is an optional 100% prepayment discount option If payed within 10 days
of the award of contract you may DEDUCT \$5,242.00 from the contract amount.
100% Performance Bond will be provided.

Included are a Pre-Construction trip and (2) inspection trips for the chief and (4)
members of the Pekin FD, including airfare, meals and lodging, delivery of the
completed unit to Pekin, Illinois and training

Total \$ _____

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 140 working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Pierce Manufacturing, Bradenton, Florida and then to Pekin, Illinois

140 working days equals 7 months .

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: Larry Graves
AUTHORIZED SALES REPRESENTATIVE
Larry Graves



PERFORM LIKE NO OTHER™

PGM/ACT ✓ FIRE

2 Laptop's for the apparatus/3750.00 each set up

[illegible]

100-000034-5-00000871.00 OFFICE EQUIPMENT AND FURN

100-000034-5-0000875.00	<u>VEHICLES</u>	483,831.75	185,000	**
		54,792.14	<u>185,000</u>	**
	RESCUE 2			
	REPLACEMENT FOR F3 OR F4			

7,892.00

[illegible]

590 TRANSFERS TO OTHER FUNDS	82,096.00
------------------------------	-----------

590 TRANSFERS TO OTHER FUNDS	78,000.00	84,500	88,750
	75,000.00		

FIRE

FIRE	484,501.38-	392,200	384,890	384,890
REVENUE	484,501.38-	392,200	384,890	384,890
	478,135.77			
	4,442,378.92			
EXPENSE	5,817,852.28	5,452,933	498,360	5,645,516
	5,205,611.24			5,645,516

dkief
Sticky Note

Approved FY 2011 budget

City of Pekin
Fire Department
Apparatus Committee

To: Kurt Nelson
Fire Chief

From: Darrell Sandifar
Chairman of Apparatus Committee

Date: August 18, 2010

Chief Nelson,

The apparatus committee has come up with a recommendation regarding the purchase of a new Fire Rescue vehicle. The committee has taken this opportunity to make a rescue vehicle that we believe will meet the needs of the City of Pekin Fire Department for many years to come. This vehicle will allow us to have on hand, tools that we currently cannot carry due to space restrictions, and can carry items that not only pertain to fire and emergency medical services, but also items that we may need for specialty rescues. We had sent out for bid to 5 different fire vehicle manufacturers, and received 2 bids back. The bid that we are recommending purchase of is the Alexis Custom-Built Response One. The cost of the vehicle itself came in at \$165,072.00. An additional \$6,000.00 is added to that cost for the purchase of an Amkus pump that will be installed at the time the truck is completed. The total then comes to a total cost of \$171,072.00.

Sincerely,

Darrell Sandifar
Apparatus Committee Chairman
Pekin Fire Department Maintenance Coordinator