



City of Pekin

AGENDA

**REGULAR COUNCIL MEETING OF MONDAY, APRIL 26, 2010
5:30 P.M.**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty 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 Monday, April 12, 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. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Fire Department March Report.
- 2. Proclamation:** "Stand Against Racism" April 30, 2010
"Pekin Pride Week" Week of May 2, 2010
- 3. Charitable Solicitation:** Benefit for Louis Gosnell May 15, 2010
- 4. Resolution No. 44-09/10 – Annual Appointments**
- 5. Receive and File** the Pekin Planning Commission Minutes dated April 14, 2010.

6. Receive and File Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #09-1798 – recommends approval of zoning assignment to PUD (Planned Unit Development) Business Park of Property located on Route 98
- b. Hearing #09-1799 – recommends approval of the proposed Resub of Lot 27 and recommends the disapproval of the proposed easement on Lot 25 as shown on the Preliminary Plat for property located off Griffin Avenue
- c. Hearing #09-1800 – recommends the approval of the following Code Amendment:
9-13-5B & 9—13-5C-2 Cell Towers
(note - Hearing #09-1801 – reviewed by commission)

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS PETITIONS, REPORTS

Main Street Update by Leigh Ann Mathews

IX. NEW BUSINESS

- 1. Ordinance No. 2614-09/10 – Providing for the Annexation of Certain Territory to the City of Pekin, Tazewell County, Illinois** (DK)

DESCRIPTION: City owned property (60 acres). This is adjacent to the Theatre Complex on Route 98. Public Hearing was held March 22, 2010.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

- 2. Ordinance No. 1568-A180-09/10 – Zoning of Certain Property** (JW)

DESCRIPTION: Recommended by Planning Commission to rezone 60 acres from AG (Agricultural) to PUD (Planned Unit Development) for City owned property on Route 98. Follow-up to previous item.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

- 3. Agreement with Crawford, Murphy & Tilly for Pavement Rehabilitation** (JW)

DESCRIPTION: Approves agreement for CMT to perform engineering work and preparation of construction drawings for the rehabilitation of the T-Hangar pavement area of the Pekin Airport.

ACTION: Motion to approve the agreement in the City share amount of \$1,042.50.

VOTE REQUIRED

- 4. School Bus Contract School District 108** (GR)

DESCRIPTION: Approval of 2 year extensions to 2012 for transporting grade school students including assignment of Hoyle contract option years.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

- 5. School Bus Contract School District 303** (GR)

DESCRIPTION: Approval of 2 year extensions to 2012 for transporting high school student. including assignment of Hoyle contract option years. Same as previous item only high school.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

6. **Annual PPUATS Joint Funding Agreement FY 2011** (DK)
DESCRIPTION: Agreement with participating agencies and Tri-County Regional Planning Commission for Peoria/Pekin Urbanized Area Transportation Study annual dues in the amount of \$11,252.15. Expenditure provided in the MFT Budget.

ACTION: Motion to approved agreement.

VOTE REQUIRED
7. **Resolution No. 45-09/10 – An Illinois Department of Transportation Resolution for Improvement by Municipality Under the Illinois Highway Code** (DK)
DESCRIPTION: Appropriating \$11,252.15 Motor Fund Tax Funds for the PPUATS Joint Funding Agreement FY 2011. Funding for previous item.

ACTION: Motion to adopt resolution.

VOTE REQUIRED
8. **Ordinance No. 2615-09/10 – An Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters** (PA)

DESCRIPTION: The ordinance authorizes the transfer of Pekin’s volume cap to join communities in issuing tax-exempt mortgage revenue bonds. Proceeds applied to The Assist Program sponsored by the State of Illinois. Funds provide closing cost and down payment to first time buyers.

ACTION: Motion to approve.

VOTE REQUIRED
9. **Resolution No. 46-09/10 – Preliminary and Final Plat Pekin Dragons Dome** (JW)
DESCRIPTION: Approved and recorded final plat to include dedication of right-of-way Griffin Avenue.

ACTION: Motion to adopt the Resolution.

VOTE REQUIRED
10. **Ordinance No. 2616-09/10 – Amending Title 4-4B-11-1-C3 of the Code of the City of Pekin Regarding Sewer Changes** (JW)
DESCRIPTION: Allows for grease traps to accommodate smaller businesses.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED
11. **Ordinance No. 2617-OA-09/10 – Amending Title 9-13-5B and 9-13-5C-2 of the Code of the City of Pekin Regarding Cell Towers** (JW)
DESCRIPTION: Brings permit fees closer to surrounding communities’ charges.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

12. Illinois Department of Transportation Maintenance of Municipal Streets Intergovernmental Agreement

(JW)

DESCRIPTION: Annual 12 month increment of a contract through June 30, 2015 with IDOT for the reimbursement to the City for maintenance provided by the Street Department on State highways. The computation for the period of July 1, 2010 to June 30, 2011 is \$81,161.50 and is an increase from FY 2009 of \$2,363.93.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

13. Ordinance No. 1462-A297-09/10 – Amending Title 8 of the Code of the City of Pekin No Parking Schedule

(JW)

DESCRIPTION: Recommendation of the Traffic Safety Committee to remove 2 hour restriction and replace with 8-5, Monday thru Friday on Sabella from 2nd Street to 3rd Street.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members/Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

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, MARCH 22, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **item 9. under New Business be removed from the Agenda, item 10. become item 9. , and the amended agenda be approved.** On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Abel, seconded by Council Member Barra, that the **minutes of the Regular City Council Meeting of March 8, 2010 and the Special Meeting of March 8, 2010, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Jim Mangan 1200 Parkway, asked the Council to vote no on approving a Code of Conduct for Council Members. He read several scenarios where he felt the code as written would not be enforced fairly. Mr. Mangan cited the 5th Amendment and stated a code of conduct was unconstitutional.

The Council received favorable support from the public regarding the amendment to the loan agreement with Central Illinois Sports Alliance. The following spoke favorably of the management, the potential for youth sports, the desire to succeed, and the value to walkers:

Alan Tucker, 303 Broadway, Denver Colorado

Mark Giearski, 107 Arrow

Jeff Vedis, 109

Janet and Bob Brown, 1201 South 13th Street

Todd Furniss 5104 S. Cameron Lane

John McCabe 1401 Glendale, spoke in favor of the approval of the Code of Conduct.

CONSENT AGENDA

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

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

1. **Receive and File Monthly Reports and Minutes:** Liquor Commission Draft Minutes Rescheduled
Meeting March 10, 2010 and Police Department February Report.
2. **Proclamation:** "AMBUCS Charity Auction" Friday May 7, 2010
"Parkinson's is the pits month" April 2010
"National Fair Housing Month" April 2010
3. **Charitable Solicitation:** American Youth Basketball Tournament April 23-24
4. **Receive and File PPUATS Long Range (2010-2035) Plan.**

5. **Resolution No. 40-09/10** – For Governor to Reconsider Reduction in Local Government Distribution Fund

6. **Receive and File** the Pekin Planning Commission Minutes dated March 10, 2010.

7. **Receive and File Pekin Planning Commission Hearings and Recommendations:**

- a. Hearing #09-1795 – recommends approval the site plan for a Funeral Home for property located at the corner of Parkway and Velde Drive.
- b. Hearing #09-1796 – recommends the zoning for property for a Funeral Home located at the corner of Parkway and Velde Drive.
- c. Hearing #09-1797 – recommends approval of the special use request for a Funeral Home for property located at the corner of Parkway and Velde Drive.

On roll call vote, all present voted Aye.

COMMUNICATIONS PRESENTATION

PUBLIC HEARING CONDUIT FINANCING

A Public Hearing was opened by Mayor Dunn at 5:44 p.m. regarding a plan of finance to issue one or more series of the City's revenue bonds in an aggregated principal amount not to exceed \$25,000,000. City Manager Dennis Kief introduced background information regarding a proposed Ordinance authorizing the issuance. He indicated the proceeds of the Bonds would be loaned to Pekin Memorial Hospital to be used, together with other funds to currently refund the outstanding portion of several Pekin Memorial Hospital 1993 Series Bonds and pay certain expenses incurred in connection with the issuance and refunding of binds. He also advised all were permitted by the City's home rule powers and that the Bonds did not constitute a dept of the City. The Bonds would be payable solely out of the revenues assigned for their payment in accordance with the loan agreement between the Hospital and the City. Residents, taxpayers, and other interested parties were given the opportunity to express their views for or against the proposed plan of financing.

Kevin Andrews, Pekin Memorial Hospital CEO, addressed the Council to comment on the proposed plan of finance. He compared the action to be taken to an individual refinancing their home mortgage. He advised the Council that the Hospital intended to take advantage of the excellent current interest rates and opportunity to finance from a variable rate to a fixed rate.

No other comments were received. The public hearing was closed at 5:48 p.m.

PUBLIC HEARING ANNEXATION

1. A Public Hearing was opened by Mayor Dunn at 5:48 p.m. for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the annexation to the City of Pekin of a tract of property comprising approximately 60 acres of land. City Manager Dennis Kief spoke to the consideration of extending the City boundaries to include the property purchased by the City in October of 2008 known as the Evans property and Iber property adjacent to Route 98. Approximately 20 years ago the area was touted as a potential Industrial Park. He informed the Council and public that the Planning Commission would review the zoning of the property to PUD at their April 26th meeting after which time staff would make a recommendation that the annexation be authorized. All taxing bodies were served proper notice and affidavit of mailing completed. No additional comments were heard. The public hearing was closed at 5:50 p.m.

PUBLIC HEARING BUDGET

A Public Hearing was opened by Mayor Dunn at 5:50 p.m. for the purpose of considering and hearing testimony relative to the adoption of the budget for the City of Pekin for fiscal year May 1, 2010 through April 30, 2011 which budget was published in the Pekin Times on March 10, 2010 and made available for public inspection in the office of the City Clerk. City Manager Dennis Kief noted the following:

- Revenue projections down.

- Expenses exceeded the reserves by an amount (\$527,083) – the difference between the lesser amount that the General Fund received from the 2009 levy than the 2008 (\$588,197)
- Only 15% of the tax bill comes to the City
- FY2011 Budget could necessitate the utilization of General Funds currently estimated at \$527,083.
- Would amend the Budget if the State carries out the proposed 30% reduction in State Local Government Distributed Funds

The public was given an opportunity to be heard.

Jim Mangan, 1200 Parkway Drive told Council recommending a deficit budget was irresponsible. He suggested:

1. 5% employee pay cut across the board
2. 10% staff cuts
3. Council to accept 50% of Pay
4. no loans to businesses

The Public Hearing was closed at 6:05 p.m.

NEW BUSINESS

RESOLUTION NO. 38-09/10

ADOPTING THE FISCAL YEAR MAY 1, 2010 THROUGH APRIL 30, 2011 BUDGET FOR THE CITY OF PEKIN

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **Resolution No. 38-09/10, be adopted.** City Manager Dennis Kief presented and recommended the resolution that approves expenses and revenues for May 1, 2010. He indicated as proposed, the General Reserves could be utilized in an estimated \$527,083.00. Council Member Blanchard stated he would be voting no. He felt the budget was not responsible, other cuts could be made, and staff needed to reprioritize after hearing the State was reducing funding. Council Members Barra, Kortkamp, Strand, and Schmidgall spoke in support of the proposal and use of reserves if needed. Mayor Dunn hoped that the City did not get into the position of cuts to salaries or personnel and expressed praise to the employees that run the City. On roll call vote all present voted; Ayes, Barra, Strand Kortkamp, Schmidgall, Abel, and Dunn; Nay Blanchard. Motion Carried.

ORDINANCE NO. 2611-09/10

AN ORDINANCE AMENDING ORDINANCE NO. 1197

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **Ordinance No. 2611-09/10, be adopted.** City Manager Dennis Kief presented a recommendation to amend the City's present established fee to be charged for assisting private entities in the issuance of revenue bonds. He advised that within the ordinance and amendments for fee structure with respect to projects financed inside or out side the city limits. He felt it appropriate to exercise home rule powers and amend the language for projects outside the city limits to receive a fee of 0.3% of the amount of the bonds. Up to 1/3 or 0.1% of that cost could be provided in the form of in-kind services to the City and to recoup all legal fees involved in the preparation of the necessary documentation for outside of the city limits and up to 1/2 or 0.1% of in-kind services for inside the city limit projects. Council Member Blanchard spoke in opposition of the additional preference to businesses. He sited the benefit already given for the use of the City of Pekin's credit rating. Attorney Burt Dancey indicated the rate was consistent with market and other municipalities. Mr. Dancey also addressed the Councilman's question of liability and stated the City was not liable for the bond issue. On roll call vote: Ayes, Strand, Schmidgall, Barra, Kortkamp, Abel, and Dunn; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2612-09/10

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS REVENUE REFUNDING BONDS, SERIES 2010 (PEKIN MEMORIAL HOSPITAL)

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **Ordinance No. 2612-09/10, be adopted.** City Manager Dennis Kief requested Council's action for approval of an ordinance approving conduit financing to the Hospital in an amount not to exceed \$25,000,000. He advised the re-payment of the debt service would be solely revenue pledged by the Hospital. The City would be indemnified for repayment of lease obligations and the City not contractually obligated to repay the bond

obligations. The City would not pledge funds, property or resources for repayment nor would it constitute a debt of the City. Mr. Kief indicated the City had provided similar tax-exempt bonds that private entities had utilized for the refinancing of UAW Highrise, Dirksen Congressional Center, and previously to the Pekin Hospital. On roll call vote all present voted Aye.

ORDINANCE NO. 2613-09/10
AMENDING CITY OF PEKIN / CENTRAL ILLINOIS SPORTS ALLIANCE
LOAN AGREEMENT

Motion by Council Member Abel, seconded by Council Member Strand, that the **Ordinance No. 2613-09/10, be adopted.** Council was advised that in December the City had entered into a Loan Agreement to assist in the acquisition of the Dragon's Dome. The Manager recommended that a 6th year be added to the loan but the eligible Hotel-Motel tax credit be reduced. The amendments to the repayment schedule would accommodate a transition period experience by the Alliance and afford their request to subdivide some of the property for potential sale. Council Member Blanchard spoke in opposition in assisting the business endeavor. A general discussion of support was heard from other Council Members. On roll call vote; Ayes, Strand, Abel, Schmidgall, Barra, Kortkamp, and Dunn; Nay Blanchard. Motion Carried.

Public Works Director Joe Wuellner addressed the next three recommendations of the Pekin Planning Commission for which he advised Council that funeral home were allowed in residential district and no objections were heard from residents of the area.

Motion by Council Member Strand, seconded by Council Member Blanchard, that the **SITE PLAN FOR HENDERSON FUNERAL HOME** on property located at the corner of Parkway and Velde Drive , **be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **SPECIAL USE REQUEST FOR A FUNERAL HOME BY HENDERSON FUNERAL HOME** on property located at the corner of Parkway and Velde Drive, **be approved.** On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A179-09/10
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY AT PARKWAY AND VELDE
DRIVE FROM AG TO R-2 PART PIN 04-04-25-100-033

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **Ordinance No. 1568-A179-09/10, be adopted.** On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **AGREEMENT WITH HANSON PROFESSIONAL SERVICES FOR THE PRELIMINARY DESIGN OF PETRI AND EL CAMINO EXTENSION, in an amount not to exceed \$258,076.59, be approved.** Mr. Wuellner next asked that Council consider professional services for design of an alternate route to move traffic east and west between 5th and 14th Streets other than El Camino Drive proposed extension. Petri extended would provide access to the Riverway Business Park, new park sports complex, and reduce daily traffic using Koch Street. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **COUNCIL MEMBERS CODE OF CONDUCT, be approved.** Attorney Burt Dancey presented the policy. He stated it was straight forward and simple outline of conduct for elected officials. A Code of Conduct for Pekin Council was not unique nor its constitutionality questionable. Council Member Blanchard read from a prepared statement his objections to the policy. He stated the document was vague with subjective words to which people would have varying opinions, a Pandora's Box to punish those that didn't get along, and a potential for abuse down the road from future administrations. Council Member Barra commented that ethical behavior should be instilled and elected officials had responsibility to act with honor with or without a written code. On roll call vote; Ayes, Schmidgall, Strand, Kortkamp, Abel, and Dunn; Nays, Blanchard and Barra. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Director of Solid Waste Greg Ranney informed the public that yard waste collection would resume the week of March 29, 2010.

Council Member Abel encouraged the public to submit their Census report to insure the City receives the highest federal funding based on population.

Mayor Dunn announced that the Pekin Public Library would hold an Open House in April for the public to view the renovations made to the lobby area.

Council Member Blanchard expressed appreciation for the prayers and cards received following the death of his wife's sister.

Marge Melchers 1821 Highwood addressed Council with her request to honor Astronaut and native son Scott Altman by renaming Veterans Drive. She read his biography and accomplishment and submitted the letter for the public record.

Winnette Klopfenstein, 317 Henrietta, spoke on behalf of 14 residents representing 8 homes in the 300 block of Henrietta Street concerning the residence at 323 Henrietta. It was stated that the home had been a nuisance for years but a new tenants had been remodeling the structure into 3 apartment units without proper zoning or building permits. There have been calls to the City regarding building materials and junk in the yards. Photos and statement were submitted to the City Clerk for the record. Chuck Stevens 320 Henrietta also asked that the City require the owner to restore the home to a single family dwelling.

Mayor Dunn gave staff direction to follow up on the complaints.

EXECUTIVE SESSION

Motion by Council Member Barra, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:25 P.M. to discuss **5 ILCS 120/2 (c) 2. Collective Bargaining and 5 ILCS 120/2 (c) 11. Litigation.** On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 7:45 P.M.

Sue E. McMillan
City Clerk

April 1, 2010

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department March 2010 report, plus a summary of February 2010.

Kurt Nelson
Fire Chief
City of Pekin Fire Department

During the month of March 2010 the Pekin Fire Department responded to 347 calls, total dollar loss was \$118,000.00.

During the month of March 2010, (approximately 72.62%) were emergency medical calls, 95 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of February 2010 the Pekin Fire Department responded to 329 calls, total dollar loss was \$22,100.00.

During the month of February 2010, (approximately 75.37%) were emergency medical calls, 80 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On March 7, 2010 Fire Fighters responded to a mutual aid at 14215 Townline Rd. (R.L. Lewis Industries). Upon arrival, we were met by business owner who stated there was a major problem in the structure. The owner stated he opened the garage door and found the room to be full of black smoke and hot. he then shut the door and left. We advanced a 1 ¾" inch handline in through the attached apartment to the entry door to the attached garage. This garage was also attached to the business. We were unable to see into the windows of the garage due to the heavy soot and smoke. We opened the door to find heavy smoke with little heat. We found the door opener to the overhead garage door to evacuate the smoke. The area of the fire origin was obvious, in the northwest corner of the garage, where we found an electric space heater, plugged in, and in the standby mode. In front of, within 18 inches, were the ashes of corrugated cardboard on top of, and in front, of a pair of vinyl covered chairs. The fire had burned itself out prior to our arrival and limited the damage to the two chairs and the cardboard template. Owner stated there

was a surveillance camera in the garage. We went to view the playback and witnessed the origin of the fire in the northwest corner of the garage at around 1300 hours, approximately 4 ½ hours prior to our arrival. The playback showed about 20 minutes of smoldering cardboard, with smoke rolling under the countertop, adjacent to the space heater. The playback then went dark until our flashlights initiated the motion sensor of the camera. Tremont Fire assisted with the investigation, and is continuing with investigation and follow up. Approximate dollar loss was \$500.00.

On March 14, 2010 Fire Fighters responded a car fire at 1417 S. 6th Street. Upon arrival found Chevrolet Cavalier with fire coming from the engine compartment. The hoof latch would not release so we took pry bar and forced it open. Fire was located around the battery area. The car owner stated that the head lights started to not work and shortly after that he noticed fire coming out of the engine area. Fire was extinguished about 2 minutes of being on scene. Approximate dollar loss was \$3,000.00.

On March 22, 2010 Fire Fighters responded to possible structure fire at 1719 Memorial Drive. Engine 3 was the nearest unit and responded from the Pekin Park. In route we received further info that the fire may be in the basement and all residents were out of the house. Engine 3 arrived on scene and assumed command. Command gave size-up and reported light smoke. Upon further investigation found heavy smoke inside building. Command directed E-2 to lay a 5 inch supply line to engine 3, tower 3 to vent and all other personnel to front of the building. We pulled off two 1 ¾" handlines, one attack and one backup line. First crew entered front door in search of fire. Second crew manned backup line. Interior crew worked their way through house and found the basement stairs. We used PPV to clear smoke. Crews found fire seat in basement and extinguished the fire. Crews went back into basement to investigate and over haul. Fire, smoke and water damage in basement. Upstairs received smoke damage. Cause believed to be a faulty electrical panel which was located in the southeast corner of the basement. Approximate dollar loss was \$56,000.00.

On March 24, 2010 Fire Fighters responded to a structure fire at 1226 S. 13th. Street. Upon arrival the first crew found the second floor fully involved. The occupants had already evacuated the structure. One of the occupants had to be restrained by the police to keep him from trying to re-enter the structure. Another occupant lived up stairs were the fire started, but she was not home at the time. It was reported by the occupant that the occupant who lived upstairs left for Kewanee early in the morning; a later interview with her mother had her leaving at one in the afternoon. There was an elderly male that was present at the time of the fire we only have his first name at this time.

The fire was first noticed by a neighbor and an off duty firefighter what was driving by at the time. They reported that the three occupants that were home at the time had to be woke up and forced to leave the residence. The first in crew reported that fire was visible across the top of the stairway going up to the second floor. They pushed this fire back and made access to the second floor. They reported that most of the fire was found in the south west corner of the room.

The investigation reveals that the point of origin is most likely in the southwest corner of the room where a box spring and mattress was found on the floor. The outer edge facing the stairs to the east was burned away leaving only the spring and bottom wood frame. The fire appears to have started on the left side head end of the bed; as your standing at the foot end, nearest the knee wall and the slanting ceiling above. We are unable to determine a source of ignition at this time. Approximate dollar loss was \$55,000.00.

On March 30, 2010 Fire Fighters responded to a fire next to a garage at 1503 Lake Street. Upon arrival engine compartment engulfed and structure approximately 10 feet away sustained no damage. Fire extinguished with 1 ½" preconnect. After extinguished spoke with Harold Fitzanko. He stated that the car had been having electrical problems and that the battery had just been replaced. Owner of the vehicle was not able to be reached but Mr. Fitzanko stated that he would contact her. Majority of damage appeared above and around battery and electrical wiring in the area. Approximate dollar loss was \$3,300.00.

Total calls for the month of March was 347 and are as follows:

Fires	14
Rescue and EMS	252
Hazardous Materials	7
Other types of calls	74

Total dollar loss for the month of March was \$118,000.00

Total calls for the month of February was 329 and are as follow:

Fires	7
Rescue and EMS	248
Hazardous Materials	11
Other types of calls	63

This is a brief overview of March 2010 and February 2010' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Kurt R. Nelson
Fire Chief
Pekin Fire Department

Whereas, April 30, 2010 marks the occasion of the “Stand Against Racism,” an event sponsored by the YWCA of Pekin, an organization devoted to eliminating injustices and empowering women throughout our community; and,

Whereas, the City of Pekin is pleased to honor and salute the YWCA of Pekin and its praiseworthy mission to eliminate racial inequalities in employment, education, health care, housing, human services, and other areas that affect the quality of an individual’s life; and

Whereas, individual organizations and businesses will participate in the YWCA’s “Stand Against Racism” and many participants will share in activities designed to raise awareness of this ongoing issue; and,

Whereas, the leaders of the YWCA of Pekin, have compiled a record of service to the citizens of this community, through its Adult Literacy, Aquatics, Child Care, Coalition for Equality, and Fitness programs,

Whereas, The strength and success of the City of Pekin, the vitality of our communities, and the effectiveness of our American society depend, in great measure, upon organizations, such as the YWCA of Pekin; now, therefore,

NOW, THEREFORE, BE IT RESOLVED that I, Rusty L. Dunn, Mayor of the City of Pekin, Illinois, do hereby join in honoring the YWCA for its record of service to the community, and extends best wishes for a successful and informative “Stand Against Racism” event on April 30, 2010;

in the City of Pekin, Tazewell County, Illinois and ask the citizens of our community to join me in supporting this effort by the YWCA of Pekin, a member of the YWCA of the U.S.A., dedicated to their communities and representing more than one million women, girls, and their families.”

WHEREAS, *The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

WHEREAS, *In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

WHEREAS, *The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

WHEREAS, *The Dragon Pride event is just such an opportunity; and*

NOW, THEREFORE, BE IT RESOLVED, *that I RUSTY L. DUNN, Mayor of the City of Pekin, do hereby proclaim the week of May 2nd, 2010 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Wednesday, May 5, 2010 from 6:00 to 8:00PM in the Hawkins gymnasium. The public is cordially invited to attend.

ADOPTED, *this 26th day of April, in the Year of Our Lord, Two Thousand and Ten.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 4/20/10

may 18/2010
3pm - midday
Address of Organization marine Corps wagon seller Rd
Pekin, IL
Telephone Number 347

Name, Address and Telephone Number of person filling out form:

Jeni Gosnell cell# 309-267-5696

2. Name, Title and Address of Principal Executive Officer of Organization: N/A

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: NO

X4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: N/A

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:

We will be putting cons out, going to business to get donations 1/2+1/2 drawings, raffle for different items

6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
Jeni Gosnell	Jeni	L	12/7/1966	127 Sycamore St niece
Roscoe	Diane	L	4/3/64	322 arrow Pt 3 niece
Hess	Lisa	L	9/26/72	235 Herget St daughter

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later": we are helping w/ paying for funeral

expenses, and maybe a headstone if enough is donated, my
Uncles daughter has an acct setup at the National
City Bank of Pekin.

9. Do you employ a full-time salaried Executive Director: no
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: no If YES, give name and address of such Organization or person:

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

all will be donated toward my Uncles funeral + headstone

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE:

4/20/10

SIGNED:

Jan Barner

To whom this may concern.

My name is Jeni Gosnell; I'm doing a benefit to help with funeral expenses, and possibility a head stone for LOUIS GOSNELL. He passed away on March 31st, of 2010. His family didn't have any insurance at the time his death. We are helping raising money for this reason; any and all donations of any form would be greatly appreciated. We are having a benefit on Saturday may the 15th from 3pm, to midnight. This benefit will be held at the Marine Corps at 12411 shady lane Pekin Illinois. There is also an account set up for anyone who

would like to donate through the bank; it is the National City Bank of Pekin.

Thank you for your time and any donations!!

Sincerely, Jeni Gosnell (309)267-5696

And Lisa Hess (309)241-9208

Benefit for Louis Gosnell

All proceeds go towards all funeral expenses



FOOD

RAFFLES

50/50
DRAWING

LIVE
MUSIC

* Saturday May 15, 2010

* 3:00pm to Midnight

* Make all memorial contributions to National City Bank

* Tickets -\$5.00 in advance and \$8.00 at the door

(All children under 6 eat free)

* Contact Jeni at (309)267-5696 or Lisa
(309)241-9208

RESOLUTION NO. 44 – 09/10

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

FIRE & POLICE COMMISSION	James Wallinger	3 year term
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ECONOMIC DEVELOPMENT ADVISORY COMMITTEE	Andrew Sparks Steven Martin Drew Leman	3 year term
--	--	-------------

ELECTRICAL COMMISSION		1 year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Kurt Nelson	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Donald Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	

MAYOR'S ADVISORY COMMITTEE PERSONS WITH DISABILITIES	Tammy Helm Roy Davis Leia Stewart	3 year term
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TRAFFIC SAFETY COMMITTEE	Timothy Gillespie	1 year term
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HISTORIC PRESERVATION COMMISSION		
Cindi Clements		3 year term to May 1, 2013
Wayne Thompson		3 year term to May 1, 2013

POLICE PENSION BOARD		year term to the 2nd Tuesday in May 2012
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LIBRARY BOARD		3 year term to June 30, 2013
Jason Juchems		
Timothy Williams		
Corey Shannon		

BOARD OF APPEALS

Gary L. Sciortino

Mary Lanane

Robert Barra

3 year term to May 31, 2013

PEKIN PLANNING COMMISSION

James E. Jones

Donald Hild

Richard Cohenour

3 year term to May 15, 2013

HUMAN RIGHTS COMMITTEE

Michael Davis

Kevin Andrews

Melinda Figge

3 year term ends May 2013

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

CITY MANAGER

Dennis Kief

CITY CLERK

Sue E. McMillan

CITY TREASURER

James Wolf

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 26th day of April, 2010

Mayor Rusty L. Dunn

ATTEST:

City Clerk Sue E. McMillan

Pekin Planning Commission Minutes
April 14, 2010

VII. 5.

Present:

Jim Jones
Steve Huey
Bill Craig, Chairman
Ron Knautz
Don Hild
Dick Cohenour

Absent:

Kyle Peebles
Jim Bradshaw
Scott Plotner, Vice Chairman

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 and City Attorney Burt Dancey.

Chairman Bill Craig asked for approval of the Agenda.

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

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

MOTION by Ron Knautz, Seconded by Steve Huey to Approve the March minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

There was no report due to insufficient information.

PPC Correspondence: There was one correspondence from Groveland Township Water District. Concerns are with the minimum and maximum setback zones pertaining to their existing wells adjacent to the proposed zoning in the Business Park in Hearing #1.

Chairman Bill Craig noted that the Commission will take into consideration their concerns when making a decision.

Application #1: City of Pekin

Hearing #1(10-1798): Zoning Assignment to PUD (Planned Unit Development) - Business Park Property located on Route 98 with a Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:43pm
Close Public Hearing: 6:44pm

Rezoning Review Committee:

Dick Cohenour, Chairman

No Committee meeting opened to the Commission.

Motion by Dick Cohenour, seconded by Jim Jones to Approve the Zoning Assignment of PUD (Planned Unit Development) - Business Park Property located on Route 98. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

Application #2: Alan Tucker

Hearing #2(10-1799): Preliminary Plat for property located off of Griffin Avenue with a Legal Description as described in Dome Replat V2 in Tazewell County, Illinois.

Open Public Hearing: 6:52pm

There was no representation for this Hearing. Discussion was led by Attorney Burt Dancey.

Close Public Hearing: 7:09pm

Subdivision Plat Review Committee:
Steve Huey, Chairman

No Committee meeting opened to the Commission.

Main concern of Commission was the 25' easement for a road on Lot 25. Foresight of accidents: people being hit while crossing from parking lot to ball diamonds, lack of traffic flow and access for emergency vehicles.

Motion by Steve Huey, seconded by Dick Cohenour the approval of the proposed **Resub of Lot 27** and recommends the disapproval of the proposed **easement on Lot 25** as shown on the Preliminary Plat for property located off of Griffin Avenue with a Legal Description as described in Dome Replat V2 to the Pekin City Council. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

Business Hearings (10-1800 & 10-1801):

9-13-5B & 9-13-5C-2 Cell Towers

4-4B-11-1-C3 Grease Traps

Open Public Hearing: 7:14pm

Close Public Hearing: 7:21pm

Motion by Bill Craig, seconded by Ron Knautz to approve the amendment of code 9-13-5B & 9-13-5C-2 Cell Towers as presented to the Pekin City Council. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

Attorney Burt Dancey suggested the Commission hold the Public Hearings for Grease Traps and hold a discussion due to advertising. Then remove the Hearing from the agenda because Grease Traps do not fall under the Commissions

jurisdiction.

Open Public Hearing: 7:26pm

Close Public Hearing: 7:29pm

Chairman Bill Craig removed Hearing #10-1801 from the agenda. No Vote was taken.

Informal: Temporary Signs/Change in Duration of display.

The Commissions overall opinion was to leave code as it stands.

Future Items: Ron Sieh

1) Rezoning of Old Taps Property.

MOTION by Jim Jones, seconded by Dick Cohenour to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:46pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
April 14, 2010

HEARING #10-1799

The Pekin Planning Commission recommends the **approval** of the proposed **Resub of Lot 27** and recommends the **disapproval** of the proposed **easement on Lot 25** as shown on the Preliminary Plat for property located off of Griffin Avenue with a Legal Description as described in Dome Replat V2 to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
April 14, 2010

HEARING #10-1798

The Pekin Planning Commission recommends the approval of the Zoning Assignment to PUD (Planned Unit Development)-Business Park of Property located on Route 98 with a Legal Description as described in Exhibit "A" to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
April 14, 2010

HEARING #10-1800

The Pekin Planning Commission recommends the approval of the following Code Amendment:

9-13-5B & 9-13-5C-2 Cell Towers

to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

.d. IV

Pekin Planning Commission
April 14, 2010

HEARING #10-1799

plat file The Pekin Planning Commission recommends the approval of the *preliminary* proposed **Resub** of Lot 27 and recommends the disapproval of the proposed **easement** on Lot 25, as shown on the Preliminary Plat, for property located off of Griffin Avenue with a Legal Description as described in Dome Replat V2 to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

McMillan, Sue

From: VanBuskirk, Juanita
Sent: Monday, April 19, 2010 3:02 PM
To: McMillan, Sue
Subject: Hearings from PPC Meeting on April 14, 2010
Attachments: Hearing 10-1798 Zoning Assignment of Property on Rt 98.doc; Hearing 10-1799 Preliminary Plat for Dome Property.doc; Hearing 10-1800 Code Amendment Cell Towers.doc

Sue,

Hearing #1801 (Grease Traps) had a Public Hearing due to the Legal Notice and then was removed and reviewed by the Commission in support of Ron's recommendations.

*Juanita VanBuskirk
Inspections & Zoning Department
Administrative Assistant
111 S Capitol Street
Pekin, IL 61554*

*Office (309) 477-2315
Fax (309) 346-2095*

JVanBuskirk@ci.pekin.il.us

4/19/2010



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (February 24, 2010)

AGENDA ITEM: Annexation Agreement – Route 98 Area City Owned Properties

AGENDA DATE REQUESTED: March 22, 2010

ACTION REQUESTED: Approval of Ordinance Authorizing Annexation

BACKGROUND: Approximately 20 years ago this property was part of an area that was touted as the potential "Lick Creek Industrial Park". Shortly after that, the City focused on the development of Riverway Business Park.

This property is currently outside the City of Pekin, but adjacent to our boundaries (continuity on the east side). This is an area of likely development, adjacent to Theatre complex. The possible development of this area gives the City options in marketing Pekin for additional development not dissimilar from Riverway Business Park.

29.40 Acre (formerly referred to as J. Evans) and 29.84 Acre (formerly referred to as Herget Trust) both South of Illinois Route 98

At the April Planning Commission meeting these properties are being proposed to be re-zoned to PUD. This would allow for diversified development similar to Riverway Business Park

FINANCIAL IMPACT: As development occurs within this area, additional property tax and sales tax will be realized.

NEIGHBORHOOD CONCERNS: This proposed annexation and subsequent re-zoning is consistent with the City Comprehensive Plan.

IMPACT IF APPROVED: Planned growth and additional revenue

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

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director

[Signature]

2/24/2010

Date

Finance Department

[Signature]

(Certification of Availability of Funds)

2-24-10

Date

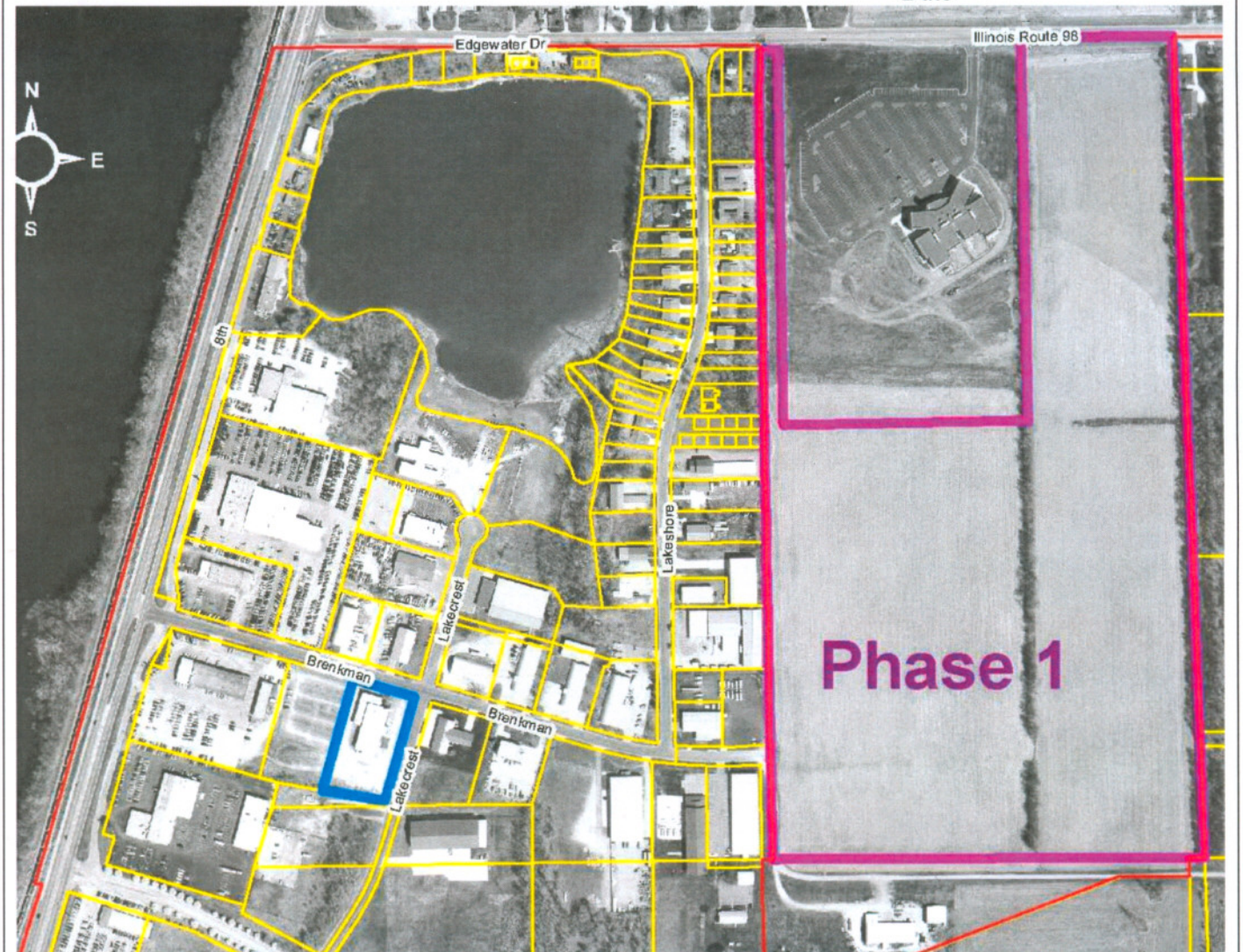
Corporation Counsel

(Certification of Review)

Date

City Manager

Date



ORDINANCE NO.

**AN ORDINANCE PROVIDING FOR THE ANNEXATION
OF CERTAIN TERRITORY TO THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS
(City Owned Property south of Illinois Route 98, Pekin, IL)**

WHEREAS, The City of Pekin is the owner of the following described real estate:

The East 29.40 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described **as** the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; situated in the County of Tazewell, in the State of Illinois - containing approximately 29.40 acres, more or less.

PIN: 04-04-23-400-006

Part of The West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT for the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 310, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-004

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-005; and

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

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

WHEREAS, it is deemed in the best interests of the City of Pekin to annex said real estate to the City of Pekin and zoned as herein set forth; and

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

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

SECTION I: That the property described below is hereby annexed to and made a part of the City of Pekin, and the same is hereby included within the corporate limits of the City of Pekin:

The East 29.40 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described as the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; situated in the County of Tazewell, in the State of Illinois - containing approximately 29.40 acres, more or less.

PIN: 04-04-23-400-006

Part of The West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT for the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 310, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-004

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as

follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-005

SECTION II: That the plat hereunto attached and marked Exhibit “A”, being a true, correct and exact plat of the territory heretofore described in this ordinance, showing the relation of the existing boundary of the City of Pekin with the land being annexed, be made an express part of this ordinance.

SECTION III: That the Notices and Affidavit of Mailing of Notice to the Trustees of Cincinnati Township Fire Protection District, the Director of the Pekin Park District, Pekin Township Supervisor, Pekin Township Assessor and Pekin Township Trustees, marked Exhibit “B” be made an express part of this ordinance.

SECTION IV: That the parcel of real estate described above shall be zoned PUD (Planned Unit Development).

SECTION V: That, upon the taking effect of this ordinance, together with the attached Exhibit “A” and Exhibit “B”, the City Clerk shall file a certified copy of this ordinance in the Office of the Tazewell County Recorder of Deeds, and further the City Clerk shall file a document of annexation with the County Clerk and County Election Authority.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



201000004239
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ, COUNTY RECORDER
03-12-2010 At 08:27 am.
AFFIDAVIT 26.75

5
City of Pekin

City of Pekin

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS }
 } S.S.
COUNTY OF TAZEWELL }

SUE E. MCMILLAN, being first duly sworn, on oath deposes and says that she did cause the attached Notice to be served upon the following:

Robert Blackwell, Director
Pekin Park District
1715 Dragon Drive
Pekin, IL 61554

Jeff Brooks, Director
Pekin Public Library
301 S. 4th Street
Pekin, IL 61554

Leo Berardi, Supervisor
309 Delshire
Pekin, IL 61554

Janet Homerin, Clerk
1403 S. 8th Street
Pekin, IL 61554

Sharon Saal, Assessor
1015 Bacon Street
Pekin, IL 61554

Darrell Shallenberger, Trustee
719 S. 8th Street
Pekin, IL 61554

Kevin Cone, Assessor
1009 Summer Street
Pekin, IL 61554

Lonnie Michaelson, Trustee
2109 Susan Hope Drive
Pekin, IL 61554

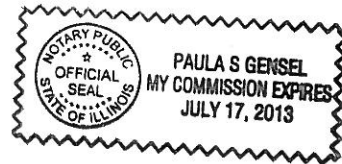
Dennis Urish, Trustee
1413 Anna Road
Pekin, IL 61554

By mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 11th day of March, 2010, by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.

Sue E. McMillan
SUE E. MCMILLAN

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 11th day of March, 2010

Paula S Gensel
Notary Public



This Instrument Prepared By:
Sue E. McMillan
City Clerk
City of Pekin
111 South Capitol Street
Pekin, IL 61554



City of Pekin

Mayor's Office

March 11, 2010

TO:

You are hereby notified that the City of Pekin, County of Tazewell, is about to annex the territory hereinafter described pursuant to the provisions of Article 7, Division 1, of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.), and that such annexation will take place not less than ten days after the service of this notice on you. The Council intends to consider the annexation of this territory at a meeting to be held at City Hall, 111 South Capitol Street, Pekin, Illinois, on March 22, 2010 at 5:30pm.

The real estate is described as follows:

(See Exhibit "A" Attached Hereto.)

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rusty L. Dunn".

Rusty L. Dunn
Mayor

ATTEST:

A handwritten signature in dark ink, appearing to read "Sue E. McMillan".

Sue E. McMillan – City Clerk

RLD:sm

EXHIBIT "A"

The East 30 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described as the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of Said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; FURTHER EXCEPTING THEREFROM that part conveyed to the State of Illinois Department of Transportation by Warranty Deed recorded as Document No. 9721663, described as follows: A part of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 23, said corner being 2.574 meters (8.44 feet) normally distant Southerly from the existing Centerline of F.A.U. Route 6769 (Illinois marked Route 98); thence South 2 degrees 07 minutes 09 seconds East along the West line of the G.M. & O. Railroad, 12.987 meters (42.61 feet) to a point being 15.557 meters (51.04 feet) normally distant Southerly from said Centerline; thence South 87 degrees 32 minutes 53 seconds West, 104.882 meters (344.10 feet) to a point 19.000 meters (62.34 feet) normally distant Southerly from said Centerline; thence South 79 degrees 58 minutes 02 seconds West, 27.372 meters (89.80 feet) to a point being 23.500 meters (77.10) feet) normally distant Southerly from said Centerline; thence North 87 degrees 59 minutes 46 seconds West, 13.568 meters (44.51 feet) to the East line of the West 12.57 chains of the East Half of the Southeast Quarter of said Section 23, said point being 22.891 meters (75.10 feet) normally distant Southerly from said Centerline; thence North 0 degrees 48 minutes 22 seconds West along said East line, 21.948 meters (72.01 feet) to the North line of said Southeast Quarter, said point being 0.943 meter (3.09 feet) normally distant Southerly from said Centerline; thence South 89 degrees 55 minutes 35 seconds East along the North line of said Southeast Quarter, 145.128 meters (476.14 feet) to the Point of Beginning, situated in Tazewell County and State of Illinois.

PIN: 04-04-23-400-006

Part of the West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT for the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 310, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-004

PIN: 04-04-23-400-005

Commonly known as the Evans Property and the Iber property directly east of the Showplace Cinema, Edgewater Drive, North Pekin, Illinois

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

138219

LEGAL NOTICE

NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF PEKIN, ILLINOIS

Monday, March 22, 2010, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13, authorizing the annexation to the City of Pekin, Illinois, of a tract of property comprising approximately 60 acres of land legally described as follows:

East 30 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described as the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; FURTHER EXCEPTING THEREFROM that part conveyed to the State of Illinois Department of Transportation by Warranty Deed recorded as Document No. 9721663, described as follows: A part of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, described as follows: Beginning at the Northeast Corner of the Southeast Quarter of said Section 23, said corner being 2,574 meters (8,444 feet) normally distant Southerly from the existing Centerline of U.S. Route 6769 (Illinois marked Route 98); thence South 2 degrees 07 minutes 09 seconds East along the West line of the G.M. & O. Railroad, 12,987 meters (42,611 feet) to a point being 15,557 meters (51,044 feet) normally distant Southerly from said Centerline; thence South 87 degrees 32 minutes 53 seconds West, 104,882 meters (344,100 feet) to a point being 19,000 meters (62,334 feet) normally distant Southerly from said Centerline; thence South 79 degrees 58 minutes 02 seconds West, 27,372 meters (89,800 feet) to a point being 23,500 meters (77,100 feet) normally distant Southerly from said Centerline; thence North 87 degrees 59 minutes 46 seconds West, 13,568 meters (44,511 feet) to the East line of the West 12.57 chains of the East Half of the Southeast Quarter of said Section 23, said point being 22,891 meters (75,100 feet) normally distant Southerly from said Centerline; thence North 0 degrees 48 minutes 22 seconds West along said East line, 21,948 meters (72,011 feet) to the North line of said Southeast Quarter, said point being 0,943 meter (3,091 feet) normally distant Southerly from said Centerline; thence South 89 degrees 55 minutes 12 seconds East along the North line of said Southeast Quarter, 145,126 meters (476,144 feet) to the Point of Beginning, situated in Tazewell County and State of Illinois.

04-04-23-400-006
of the West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 10, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

04-04-23-400-004
04-04-23-400-005
commonly known as the Evans Property and the Iber property directly east of the Showplace Arena, Edgewater Drive, North Pekin, Illinois

proposed that the subject property be annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq and 7-1-13. The ordinance and a map of the subject property proposed to be annexed to the City are on file with the City Clerk.

Interested parties are invited to attend the Council Meeting and any interested persons will be given an opportunity to be heard.

Order of the Corporate Authorities of the City of Pekin, Illinois.
dated: February 26, 2010.

CITY OF PEKIN

By: Sue E. McMillan,
City Clerk
3/4

in, Illinois, MARCH 4 20 10

by certify that I am the publisher of THE PEKIN DAILY
and that the annexed notice was published
times in the Pekin Daily
secular public newspaper of general circulation, printed
published daily, except Sunday, and legal holidays, for
1 year prior to the 4 day of
MARCH 20 10 in the City of Pekin, Tazewell
State of Illinois: that publication of said notice was
said newspaper as follows:

on the 4 day of MARCH 20 10;
published on the day of 20 ;
on the day of 20 ;
on the day of 20 ;

or certify that the face of the type in which each published
the said notice was made was the same as the body
in the classified advertising in the issue of the said
in which such publication was made.

her certify that said newspaper is a newspaper as
'An Act' to revise the law in relation to notices' as
by Act approved July 17, 1959.-III. Revised Statutes,
, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 199.50
Posters, Slips \$ 5.00
Total \$ 204.50

By Felicia Canamau

Annexation Rt. 98

Please publish once, on the next available date and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol Street, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE
TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR
OF THE CITY OF PEKIN, ILLINOIS**

On Monday, March 22, 2010, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13, authorizing the annexation to the City of Pekin, Illinois, of a tract of property comprising approximately 60 acres of land legally described as follows:

The East 30 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described as the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of Said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; FURTHER EXCEPTING THEREFROM that part conveyed to the State of Illinois Department of Transportation by Warranty Deed recorded as Document No. 9721663, described as follows: A part of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 23, said corner being 2.574 meters (8.44 feet) normally distant Southerly from the existing Centerline of F.A.U. Route 6769 (Illinois marked Route 98); thence South 2 degrees 07 minutes 09 seconds East along the West line of the G.M. & O. Railroad, 12.987 meters (42.61 feet) to a point being 15.557 meters (51.04 feet) normally distant Southerly from said Centerline; thence South 87 degrees 32 minutes 53 seconds West, 104.882 meters (344.10 feet) to a point 19.000 meters (62.34 feet) normally distant Southerly from said Centerline; thence South 79 degrees 58 minutes 02 seconds West, 27.372 meters (89.80 feet) to a point being 23.500 meters (77.10 feet) normally distant Southerly from said Centerline; thence North 87 degrees 59 minutes 46 seconds West, 13.568 meters (44.51 feet) to the East line of the West 12.57 chains of the East Half of the Southeast Quarter of said Section 23, said point being 22.891 meters (75.10 feet) normally distant Southerly from said Centerline; thence North 0 degrees 48 minutes 22 seconds West along said East line, 21.948 meters (72.01 feet) to the North line of said Southeast Quarter, said point being 0.943 meter (3.09 feet) normally distant Southerly from said Centerline; thence South 89 degrees 55 minutes 35 seconds East along the North line of said Southeast Quarter, 145.128 meters (476.14 feet) to the Point of Beginning, situated in Tazewell County and State of Illinois.

PIN: 04-04-23-400-006

Part of the West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT for the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 310, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-004

PIN: 04-04-23-400-005

Commonly known as the Evans Property and the Iber property directly east of the Showplace Cinema, Edgewater Drive, North Pekin, Illinois

It is proposed that the subject property be annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq and 5/7-1-13. The ordinance and a map of the subject property proposed to be annexed to the City are on file with the City Clerk.

All interested parties are invited to attend the Council Meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of Pekin, Illinois.

Dated: February 26, 2010.

CITY OF PEKIN

By: Sue E. McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-Zoning of property from AG (agricultural) district to PUD (Business Park) district

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Recommendation to approve re-zoning of City owned property on U.S. Route 98 adjacent to the Showplace Theatre

BACKGROUND: The property is located adjacent to the Showplace Theatre. North Pekin annexed the property 2 + years ago illegally and is now been annexed to the City of Pekin after a Court ruling. Residential development is almost impossible but an extension to an already existing industrial park seems to be the best fit.

FINANCIAL IMPACT: Property tax revenue will increase once developed.

NEIGHBORHOOD CONCERNS: None, fits the surrounding area to the east and west.

IMPACT IF APPROVED: Possibility of development on a property that may otherwise stay undeveloped.

IMPACT IF DENIED: None

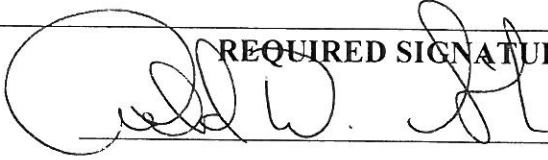
ALTERNATIVES: Leave as farmland.

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

..5.5

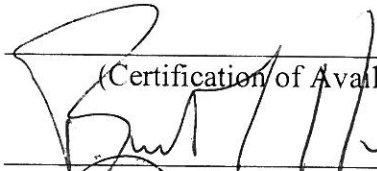
REQUIRED SIGNATURES

Department Director



4/20/2010
Date

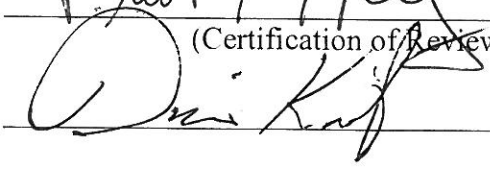
Finance Department



(Certification of Availability of Funds)

Date

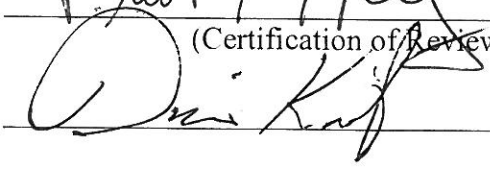
Corporation Counsel



(Certification of Review)

4/21/10
Date

City Manager



4/21/10
Date

ORDINANCE NO. 1568-A180-09/10

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

WHEREAS, the City of Pekin is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of AG (Agricultural) to PUD) Planned Unit Development.

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on March 25, 2010, in the Peoria Journal Star, Pekin, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on April 14, 2010, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as PUD (Planned Unit Development).

(SEE ATTACHED)

PIN # 04-04-23-400-006, 04-04-23-400-004, 04-04-23-400-005,

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

The East 29.40 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described **as** the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; situated in the County of Tazewell, in the State of Illinois - containing approximately 29.40 acres, more or less.

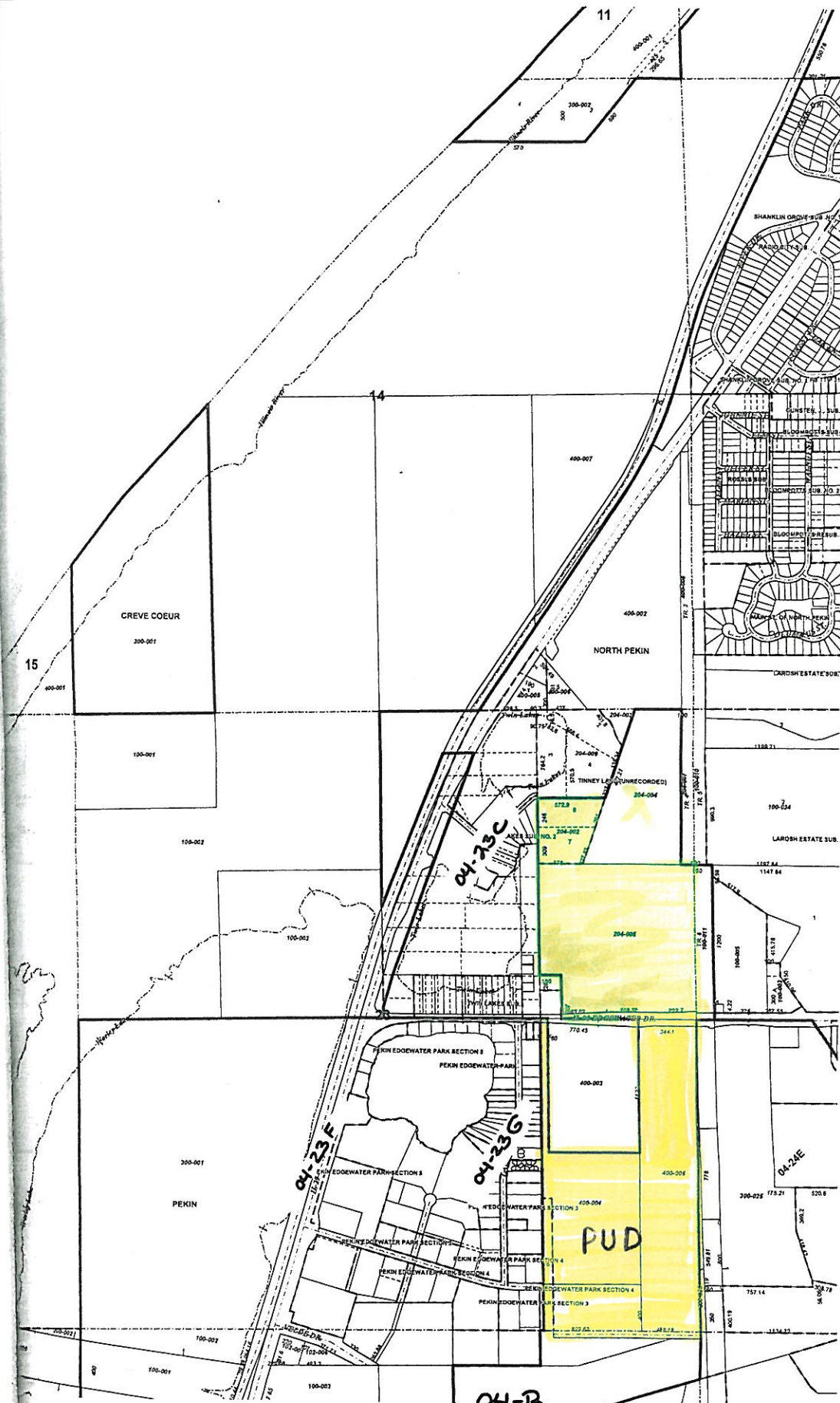
PIN: 04-04-23-400-006

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PIN: 04-04-23-400-004

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-005

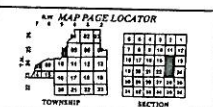
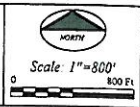


04-M

04-R

PLOT DATE: 6/15/2009
 The Sidwell Company
 875 Sidwell Ct.
 St. Charles, IL 60174-3492
 (505) 549-1000 (Fax) 630 549-1111
 WWW.SIDWELLCO.COM

PEKIN TWP.
SECS. 14 & 23 T.25N. R.05W.
TAZEVELL COUNTY, ILLINOIS



THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELIVERED HEREIN, EITHER EXPRESSED OR IMPLIED BY TAZEVELL COUNTY OR ITS EMPLOYEES.
 THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

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

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Approve agreement with CMT to perform engineering work and preparation of construction drawings for the rehabilitation of the T-Hangar pavement areas.

BACKGROUND: The Pekin Airport receives an annual federal allotment for work associated with the pavement, lighting, and other airfield items. This allotment covers engineering and construction work needed at the airport with only a 2.5% match from the City. Over the years, we have been able to totally rehabilitate the runway and taxiways with a minimal cost to us. Since the major portions of the paved areas have been addressed, we are in a position to start the rehabilitation of the ramp areas which includes the pavement between the hangars. The agreement with CMT is to provide the required design and specifications needed to put the project out to bid. The cost for this work is \$41,700.

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

FINANCIAL IMPACT: \$1,050 from the Airport budget.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Improve the pavement between the hangars that has become extremely worn and rough.

IMPACT IF DENIED: Pavement in poor condition and tenants risk damage to their aircraft.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Whelan 4/8/10
Date

Finance Department

David Evans 4-8-10
(Certification of Availability of Funds) Date

Corporation Counsel

Paul H. King 4-14-10
(Certification of Review) Date

City Manager

Don R. King 4/18/10
Date



CRAWFORD, MURPHY & TILLY, Inc.
CONSULTING ENGINEERS
2750 West Washington
Springfield, IL 62702
217-787-8050 • 217-787-4183 Fax

LETTER OF TRANSMITTAL

To Pekin Municipal Airport

111 S. Capitol Street

Pekin, IL 61554

Date: 4/6/2010	Job No.: 08035-04-00
Attention: Joe Wuellner	
Re: Rehabilitate All T-Hangar Pavements Pekin Municipal Airport Pekin, IL IL Proj. No: C15-3990 AIP Proj. No: 3-17-0078-B11	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ Agreement

COPIES	DATE	NO.	DESCRIPTION
3	3/23/10		Rehabilitate All T-Hangar Pavements - Agreement

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☒ Return 2 _____ corrected prints
☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Joe,
Please review the contracts, have the Mayor and City Clerk execute where noted. Return 2 copies to CMT, keep 1 copy for your records.

COPY TO RLV, CMT File

SIGNED

If enclosures are not as noted, kindly notify us at once.

AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES FOR AIRPORTS

Prepared 2/1/10
Revised 3/23/10

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

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

W I T N E S S E T H :

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

The construction project shall be identified as the Illinois Project No. C15-3990;
AIP Project No. 3-17-0078-B11; the following detailed project description:

REHABILITATE ALL T-HANGAR PAVEMENTS

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

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

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

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

1. ENGINEERING SERVICES

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

(A.) PRELIMINARY PHASE – NOT USED

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

~~Meetings~~

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

~~Surveys & Studies~~

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

~~Preliminary Design~~

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

~~Preparing Documents~~

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

(B.) THE DESIGN PHASE

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

MEETINGS

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

2. FIELD SURVEY

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

3. PLANS AND SPECIAL PROVISIONS AND ENGINEERING REPORT

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

4. CLARIFICATION OF PLANS

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

5. **NUMBER OF PLANS**

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

6. **BIDDING ASSISTANCE**

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

(C.) CONSTRUCTION PHASE

~~This phase shall include all basic services after the award.~~

~~1. OFFICE ENGINEERING~~

~~a. SHOP DRAWINGS~~

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

~~b. SUPPLEMENTARY SKETCHES~~

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

~~c. RECORD DRAWINGS~~

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

~~d. MATERIALS CERTIFICATION~~

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

~~2. FIELD ENGINEERING~~

~~a. RESIDENT ENGINEER APPROVAL~~

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

~~b. DAILY DIARY~~

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

~~c. DUTIES OF RESIDENT ENGINEER~~

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

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

(4) ~~To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.~~

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

d. ~~SEMI FINAL AND FINAL INSPECTION~~

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

e. ~~SAFEGUARD THE OWNER~~

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

f. ~~OTHER ENGINEERING SERVICES~~

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

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

g. ~~FINAL QUANTITIES~~

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

(D.) SPECIAL SERVICES

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

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

SS-1 Environmental & Airspace Coordination – Includes coordination with FAA
and IDA to get approval for construction on the Airport.

(E.) NOTICE TO PROCEED

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

(F.) DETAILED SCOPE OF SERVICES

(See Attachments A-2, B-2, C-2 and D-2).

II. CONSULTANT COMPENSATION

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

A. PRELIMINARY PHASE – NOT USED

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

B. DESIGN PHASE

For services outlined in Section I, Design Phase

a. A lump sum payment of \$41,700.00 unless a major change or addition to the scope of work is required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Consultant and the participating agencies. The fee shall be paid as a Lump Sum when the final plans, special provisions, engineering report and estimate of cost are approved by the Owner and/or Division if applicable.

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

C. CONSTRUCTION PHASE

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

~~submitted at each billing cycle after 50% which will indicate a projection of the engineering fee vs. the Contractor's progress. Any submittal after this time shall not be eligible for reimbursement by the Division unless extended by the Division.~~

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

D. SPECIAL SERVICES – SS1 – Environmental & Airspace Coordination

For services outlined in Section I, Special Services Phase, cost plus a fixed payment of \$260.00, total amount not to exceed \$2,050.00, unless a major change or addition to the scope of work is required or extensions of time for completion of the project are required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The payment of this fee shall be made in monthly installments submitted to and approved by the Owner. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Division of acceptance of other non-construction projects unless extended by the Division.

III. SPECIAL CONDITIONS

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

A. TERMINATION

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

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

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

B. CHANGE IN CONSTRUCTION PLANS

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

C. HOLD HARMLESS

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

D. DRAWING OWNERSHIP

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

E. CONTRACT FOR OUTSIDE SERVICES

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

F. NOTICE TO PROCEED

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

G. SUBLET AGREEMENT

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

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

H. AGREEMENT EXPIRES

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

MINORITY BUSINESS ENTERPRISE (MBE) ASSURANCES

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

J. OPEN ACCESS TO DOCUMENTS

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

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

K. CERTIFICATION OF CAPACITY TO CONTRACT

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

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

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

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

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

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

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

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

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

L. THE CONSULTANT SELECTION

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

July 12, 2007

M. AMENDMENTS TO THE AGREEMENT

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

Date _____

Print Name/Title

N. **CERTIFICATION OF CONSULTANT**

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

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

The firm certifies by execution:

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

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

April 3, 2010
Date

Michael J. Doerfler
Sign Name

Michael J. Doerfler
Print Name

Sr. Vice-President
Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

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

_____ Individual _____ Partnership _____ X Corporation"

P. DBE Participation

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

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

<u>Firm</u>	<u>Description of Work</u>	<u>Subcontract Amount (\$)</u>
1. <u>GeoServices Inc.</u>	<u>Sub Surface Investigation</u>	<u>\$6,300.00</u>
2. _____	_____	_____

Total DBE Participation \$ _____ Final to be determined _____

NOTE:

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

Q. DISCRIMINATION

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

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

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

S. CONFLICT OF INTEREST

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

T. FELONY CONVICTION

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

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

V. EDUCATIONAL LOAN DEFAULT

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

W. DRUG FREE WORKPLACE

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

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

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

NOT APPLICABLE

(Partnerships and Non-Corporate
Firms and Associations)

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

_____ day of _____, AD, 19_

_____ (Partners doing business under the firm name of)

NOT APPLICABLE

(Individual Contractors)

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

_____ day of _____, AD, 19_ _____ (Signature)

_____ d/b/a _____ (name)

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

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

(SEAL)

(Sponsor Name) – Sign and Print Name

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

SIGNED BY _____

PRINT NAME _____

City Clerk
Title

SIGNED BY _____

PRINT NAME _____

City Mayor
Title

ATTEST:

(SEAL)

CRAWFORD, MURPHY & TILLY, INC
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

SIGNED BY _____

PRINT NAME _____
Bruce L. Jacobson

Senior Vice President
Title

SIGNED BY _____

PRINT NAME _____
Michael J. Doerfler

Senior Vice President
Title

ATTACHMENT A

PRELIMINARY PHASE ESTIMATE OF COSTS

NOT USED

ATTACHMENT A-1

PRELIMINARY PHASE ESTIMATE OF SALARY EXPENSES

NOT USED

ATTACHMENT A-2

PRELIMINARY PHASE ESTIMATE OF EFFORT

NOT USED

ATTACHMENT A-3

PRELIMINARY PHASE ESTIMATE OF EXPENSES

NOT USED

ATTACHMENT B

REHABILITATE T-HANGAR PAVEMENT Design Phase

Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment B-1)	<u>\$11,752.40</u>
2. <u>Overhead on Labor</u> (54.82%)	<u>\$6,442.67</u>
3. <u>General and Administrative Overhead</u> (97.87%)	<u>\$11,502.07</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$336.00</u>
Printing	<u>\$175.00</u>
Testing	<u>\$0.00</u>
Other Costs (Outside Services)	<u>\$750.00</u>
Other Costs (Excluding Outside Services)	<u>\$0.00</u>
5. <u>Fixed Payment</u>	<u>\$4,490.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$6,271.78</u>
Estimate of Total Costs	<u>\$41,719.92</u>
Total Amount Not to Exceed	<u>\$41,700.00</u>
 Estimated Construction Cost	 <u>\$456,500.00</u>

ATTACHMENT B-1

REHABILITATE T-HANGAR PAVEMENT Design Phase

Estimate of Salary Expenses

Classification*	Hours	2010 Est. Hourly Rate	Cost
Principal	0	\$65.53	\$0.00
Senior Project Engineer/Manager	25	\$52.62	\$1,315.50
Project Engineer/Manager/Architect	16	\$41.49	\$663.84
Senior Engineer/Manager	112	\$32.50	\$3,640.00
Senior Technical Manager	0	\$36.74	\$0.00
Senior Planner	0	\$29.11	\$0.00
Engineer	94	\$26.66	\$2,506.04
Architect	0	\$24.23	\$0.00
Planner	0	\$22.42	\$0.00
Technical Manager	0	\$23.28	\$0.00
Registered Land Surveyor	22	\$36.41	\$801.02
Senior Technician	90	\$31.40	\$2,826.00
Technician	0	\$23.38	\$0.00
Technical Assistant	0	\$17.80	\$0.00
Clerical/Word Processor	0	\$17.37	\$0.00
Total	359 (Hours)	\$32.74 (Average)	\$11,752.40 (Total Direct Salary Costs)

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

ATTACHMENT B-2

**PROJECT DESCRIPTION: REHABILITATE T-HANGAR PAVEMENT
PROFESSIONAL SERVICES - ESTIMATE OF EFFORT
DESIGN PHASE**

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY: CBG
CMT NO: 10069-02-00
DATE: 2/18/2010

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT ENGINEER/MANAGER	PROJECT ENGINEER/MANAGER/ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PLANNER	ENGINEER	ARCHITECT	PLANNER	TECHNICAL MANAGER	REGISTERED LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERK/WORD PROCESSOR	TASK HOUR SUMMARY
1	Project Management		2														2
2	Pre-Design Meeting		6			6											12
3	Record Drawing Review							8									8
4	Coordinate Site Surveys			4		4						2					10
5	Topo/Cross-Section Surveys					4						20	20				44
6	Reduce and Review Surveys					2											2
7	Coordinate Utility Locations			4													4
8	Review Meetings with Airport (2)		8			16											24
9	QC Plan					4											4
10	Constructability Review												4				4
11	Coordination with IDA		1			4											5
12	Preliminary Design Report		2	2	8			8					4				24
13	Preliminary Quantities and Cost Estimate			2	2	2		4									8
14	Coordinate Preliminary & Pre-Final Review with IDA		2		2												4
15	Pre-Final Specifications				4			8									12
16	Final Specifications		2	2	4			8									16
17	Pre-Final Quantities & Cost Estimate				2			4									6
18	Final Quantities & Cost Estimate		2	2	4			6									14
19	Pavement Design				8			4									12
20	Utility Coordination with FAA				2												2
21	FAA Utility Conflict Resolution/Protection				2												2
22	Vault Survey																0
23	General Design & Coordination				4												4
24	Cover Sheet				2								8				10
25	Site Plan				4			6					8				18
26	Staging and Phasing				4			6					8				18
27	Proposed Improvements				4			6					8				18
28	Typical Sections				4								8				12
29	Existing Conditions and Removals				4			6					8				18
30	Staking Plans				4								6				10
31	Underdrain Plan and Details																0
32	Drainage Plan and Details				2			4									6
33	Marking Plan and Details							4					4				8
34	Edge Lighting Plan and Details																0
35	Vault Improvements																0
36	Turfing, etc., Plan							4					4				8
37	Cross-Sections							4									4
38	Soil Exploration Coordination							2									2
39	Evaluation and Report Review				2												2
40	Field Coordination of Soil Exploration							2									2
MANHOUR TOTALS		0	25	16	112	0	0	94	0	0	0	22	90	0	0	0	359

**ATTACHMENT B-3
DESIGN PHASE
ESTIMATE OF PROJECT EXPENSES**

MATERIALS AND SUPPLIES

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

Total - Materials & Supplies \$0.00

TRANSPORTATION

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

Subtotal Mileage \$300.00

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

Subtotal Daily Vehicle \$36.00

Total - Transportation \$336.00

PRINTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Report	EA	5	\$5.00	\$25.00
Plans	EA	10	\$10.00	\$100.00
Specifications	EA	10	\$5.00	\$50.00
Weekly Reports	EA		\$4.00	\$0.00
Record Drawings	EA		\$50.00	\$0.00
Final Material Report	EA		\$25.00	\$0.00

Total - Printing \$175.00

TESTING

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

Total - Testing \$0.00

OTHER COSTS (OUTSIDE COSTS)

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
GPS Equipment	Day	3	\$250.00	\$750.00
			\$0.00	\$0.00

Total - Other Costs (Outside Services) \$750.00

OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

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

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

PER DIEM

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

Total - Per Diem \$0.00

OUTSIDE SERVICES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Proctors	EA		\$260.00	\$0.00
PCC Cylinders	EA		\$15.00	\$0.00
Gradations	EA		\$40.00	\$0.00
Vault Testing	LS		\$500.00	\$0.00
Geotech Investigation	LS	1	\$6,271.78	\$6,271.78
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$6,271.78

ATTACHMENT C

CONSTRUCTION PHASE ESTIMATE OF COSTS

NOT USED

ATTACHMENT C-1

CONSTRUCTION PHASE ESTIMATE OF SALARY EXPENSES

NOT USED

ATTACHMENT C-2

CONSTRUCTION PHASE ESTIMATE OF EFFORT

NOT USED

ATTACHMENT C-3

CONSTRUCTION PHASE ESTIMATE OF EXPENSES

NOT USED

ATTACHMENT D

REHABILITATE T-HANGAR PAVEMENT Special Services

SS1 - Environmental & Airspace Coordination Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment D-1)	<u>\$691.29</u>
2. <u>Overhead on Labor</u> (54.82%)	<u>\$378.97</u>
3. <u>General and Administrative Overhead</u> (97.87%)	<u>\$676.57</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$40.00</u>
Printing	<u>\$0.00</u>
Testing	<u>\$0.00</u>
Other Costs (Outside Services)	<u>\$0.00</u>
Other Costs (Excluding Outside Services)	<u>\$0.00</u>
5. <u>Fixed Payment</u>	<u>\$260.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$0.00</u>
Estimate of Total Costs	<u>\$2,046.82</u>
Total Amount Not to Exceed	<u><u>\$2,050.00</u></u>

ATTACHMENT D-1

REHABILITATE T-HANGAR PAVEMENT Special Services

SS1 - Environmental & Airspace Coordination Estimate of Salary Expenses

Classification*	Hours	2010 Est. Hourly Rate	Cost
Principal	0	\$65.53	\$0.00
Senior Project Engineer/Manager	0	\$52.62	\$0.00
Project Engineer/Manager/Architect	5	\$41.49	\$207.45
Senior Engineer/Manager	0	\$32.50	\$0.00
Senior Technical Manager	0	\$36.74	\$0.00
Senior Planner	12	\$29.11	\$349.32
Engineer	0	\$26.66	\$0.00
Architect	0	\$24.23	\$0.00
Planner	6	\$22.42	\$134.52
Technical Manager	0	\$23.28	\$0.00
Registered Land Surveyor	0	\$36.41	\$0.00
Senior Technician	0	\$31.40	\$0.00
Technician	0	\$23.38	\$0.00
Technical Assistant	0	\$17.80	\$0.00
Clerical/Word Processor	0	\$17.37	\$0.00
Total	23 (Hours)	\$30.06 (Average)	\$691.29 (Total Direct Salary Costs)

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

ATTACHMENT D-2

PROJECT DESCRIPTION: REHABILITATE T-HANGAR PAVEMENT
PROFESSIONAL SERVICES - ESTIMATE OF EFFORT
SPECIAL SERVICES - SS1 - Environmental & Airspace Coordination

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY: CBG
CMT NO.: 10069-02-00
DATE: 1/20/2010

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT ENGINEER/MANAGER	PROJECT ENGINEER/MANAGER/ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PLANNER	ENGINEER	ARCHITECT	PLANNER	TECHNICAL MANAGER	REGISTERED LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERK/WORD PROCESSOR	TASK HOUR SUMMARY
1	SS1 - Environmental & Airspace Coordination																0
2	Project Management			2			2										4
3	Agency Coordination			1			2										3
4	Prepare Cal Ex Checklist						4			4							8
5	Airspace coordination			1			2			2							5
6	Project Closeout			1			2										3
7																	0
8																	0
9																	0
10																	0
11																	0
12																	0
13																	0
14																	0
15																	0
16																	0
17																	0
18																	0
19																	0
20																	0
21																	0
22																	0
23																	0
24																	0
25																	0
26																	0
27																	0
28																	0
29																	0
30																	0
31																	0
32																	0
33																	0
34																	0
35																	0
36																	0
37																	0
38																	0
MANHOUR TOTALS		0	0	5	0	0	12	0	0	6	0	0	0	0	0	0	23

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

MATERIALS AND SUPPLIES

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

Total - Materials & Supplies \$0.00

TRANSPORTATION

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

Subtotal Mileage \$40.00

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

Subtotal Daily Vehicle \$0.00

Total - Transportation \$40.00

PRINTING

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

Total - Printing \$0.00

TESTING

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

Total - Testing \$0.00

OTHER COSTS (OUTSIDE COSTS)

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

Total - Other Costs (Outside Services) \$0.00

OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

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

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

PER DIEM

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

Total - Per Diem \$0.00

OUTSIDE SERVICES

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Proctors	EA		\$260.00	\$0.00
PCC Cylinders	EA		\$15.00	\$0.00
Gradations	EA		\$40.00	\$0.00
Vault Testing	LS		\$500.00	\$0.00
	LS		\$0.00	\$0.00
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$0.00

ATTACHMENT E

ENGINEERING REPORT

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

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

ATTACHMENT F

RESIDENT ENGINEER'S DIARY

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

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

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

Work in Process and General Location _____

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

Quality and Quantity of Materials Delivered _____

Tests Performed and Location _____

Action Taken if Tests Fail _____

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

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

Record of Verbals Received and Name of Official _____

Record of Official Visitors to the Construction Site _____

Engineering Firm _____
Address _____

Telephone _____

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

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

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

ATTACHMENT G

☐ Partial ☐ Final

INVOICE # _____ **Date** _____

To: _____, Chief Engineer

For Period Ending _____

From (Firm) _____

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

Address _____

Telephone No. () _____

Airport _____ Municipality _____

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

Per Engineering Agreement(s), dated: _____

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

COST PLUS FIXED FEE FOR PROFIT

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

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

Consultant _____

By _____ Title _____

(CPFE-1)

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

ATTACHMENT H

☐ Partial ☐ Final

INVOICE # _____ Date _____

To: _____, Chief Engineer

From _____ (Firm)

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

Address _____

Telephone No. () _____

Airport _____ Municipality _____
Ill. Proj. No. _____ AIP Proj. No. _____ Contract No. _____
Per Engineering Agreement(s), dated: _____
☐ Design
☐ Amendment(s) -

LUMP SUM

(1) Lump Sum Fee (or Maximum Payable per Engineering Agreement).....\$ _____
(2) Percent of Work Complete..... %
(3) Fee Earned to Date: Lump Sum (1).....% Complete (2).....\$ _____
(4) Less Total Amount(s) Previously invoiced.....\$ _____
(5) PAYMENT DUE THIS INVOICE.....\$ _____

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

Consultant _____
Signed By _____ Title _____
Print Name _____

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

ATTACHMENT I

Page ____ of ____ Pages

Invoice No. _____
Date _____

Airport _____
III. Proj. No. _____
AIP Proj. No. _____

ENGINEERING COSTS BREAKDOWN

Agrmt. Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

ENGINEERING FIRM:

Total _____

Name _____
Address _____

Prepared By _____
(Sign and Print Name)

Date _____

(ECB-1)

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

ATTACHMENT J

(Soils investigation and testing)

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

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

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

ATTACHMENT K

[illegible]

ATTACHMENT L

Payroll Burden & Fringe Costs

5/22/09

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

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

ATTACHMENT M

Overhead and Indirect Costs

5/22/09

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

ATTACHMENT N
PLAN AND SPECIFICATIONS CERTIFICATION

AIRPORT: _____

ILL. PROJ. NO.: _____

AIP PROJ. NO.: _____

CONSTRUCTION PROJECT DESCRIPTION: _____

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

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

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

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

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

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

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

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

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

ATTACHMENT O

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

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

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

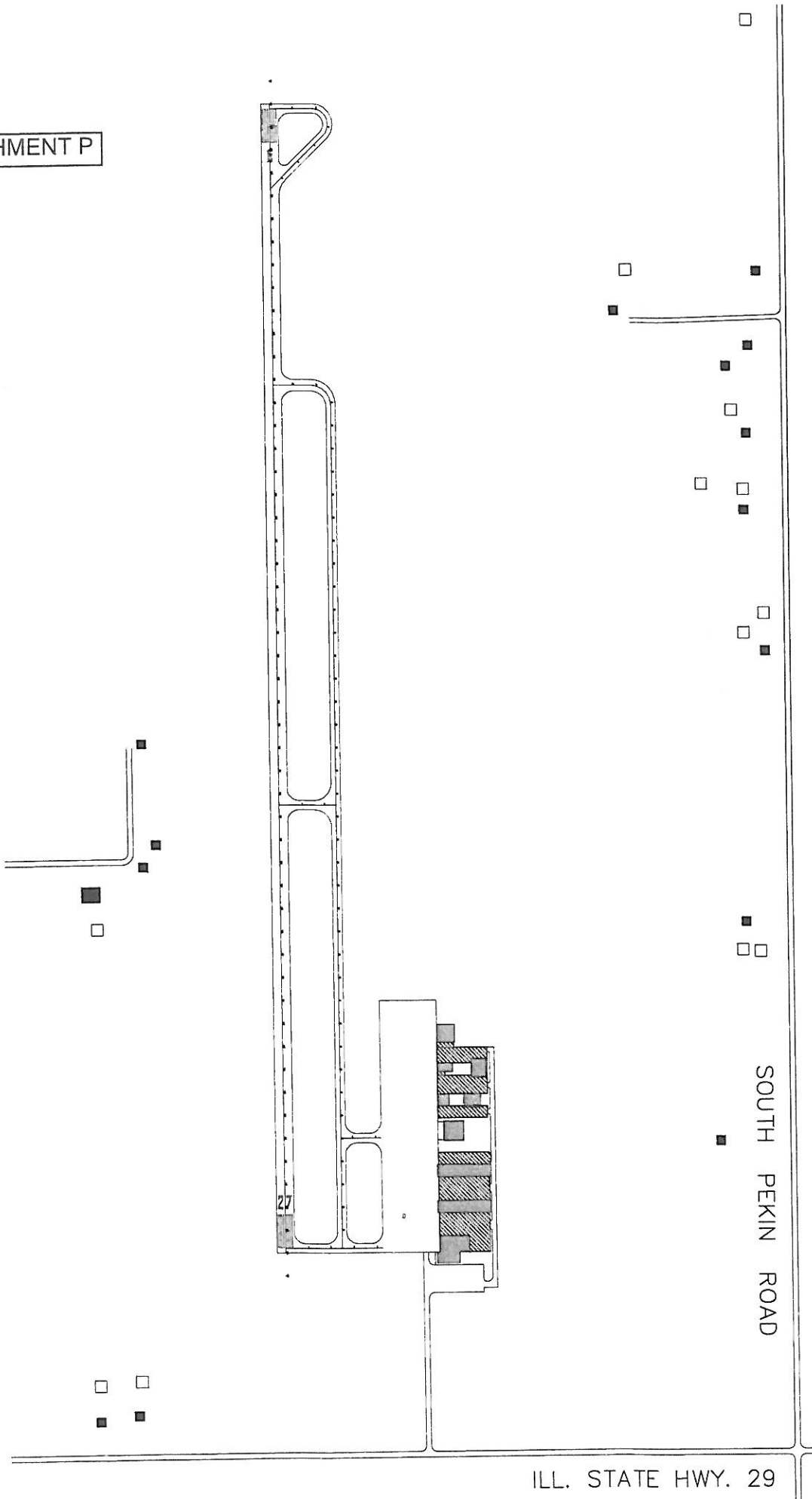
Airport: _____
Ill. Proj. No.: _____
FAA Proj. No.: _____

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

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

_____ Signature/Title DBE Subcontractor	_____ Print Name	_____ Date
_____ Signature/Title DBE Subcontractor	_____ Print Name	_____ Date
_____ Signature/Title DBE Subcontractor	_____ Print Name	_____ Date
_____ Signature of Engineer	_____ Print Name	_____ Date

ATTACHMENT P





REQUEST FOR COUNCIL ACTION

IX . **4** .
5 .

To: Mayor Rusty Dunn and Members of the City Council
CC: Dennis Kief, City Manager and Sue McMillan, City Clerk
From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Approval of the two extension years of the transportation contracts with school Districts 108 and 303.

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: The City of Pekin is in the third year of a three year transportation contract with Districts 108 and 303. We would now like to approve the two year extension for 2010-2011 and 2011-2012 which the contract allows.

BACKGROUND: The City of Pekin has provided school bus transportation since the mid 1960's for Pekin Community High School and later provided for the transportation needs of Pekin Public Schools District 108.

FINANCIAL IMPACT: Continued revenues as per the contracts

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: Continued safe transportation to the students of school Districts 108 and 303 in addition to continued savings to the districts with the City of Pekin providing the transportation.

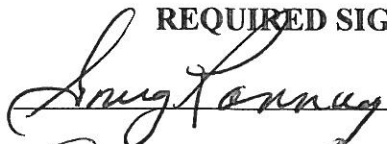
IMPACT IF DENIED: Additional costs to the districts for transportation needs.

ALTERNATIVES:

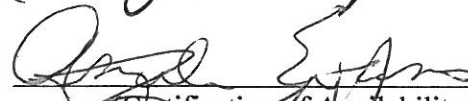
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Intergovernmental cooperation between the City and the two school districts to continue to provide a safe and the most economical means of transportation...

REQUIRED SIGNATURES

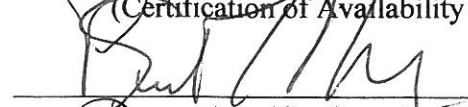
Department Director

 4/13/10
Date

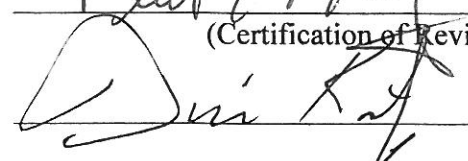
Finance Department

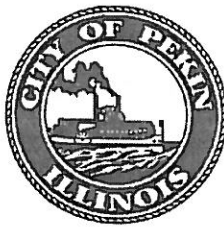
 4-13-10
(Certification of Availability of Funds) Date

Corporation Counsel

 4/13/10
(Certification of Review) Date

City Manager

 4/13/10
Date



Transportation and Solid Waste Department

March 15, 2010

Pekin Community High School
Superintendent Paula Davis
1903 Court St.
Pekin, IL 61554

Superintendent Davis,

The City of Pekin would like to request that Pekin Community High School exercise the two option years for transportation with the City of Pekin. This would include all transportation provided by Hoyle Transportation as the City has purchased the Hoyle operation. The City would agree to continue with the present language of the contract with a minimum of a 2½% increase up to a 5% increase based on the yearly Consumer Price Index (CPI) for the year. We would also want the fuel adjustment included in the two year extension of the option years. We would again want a base price of \$2.50 maximum and a 1% of the contract for each 15 cents per gallon. We would like to get the option years approved by your school board as soon as possible as we will be operating the entire contract by mid-June. We look forward to continuing with providing excellent service to Pekin Community High School and to provide a safe ride for each student on a daily basis. I would like to thank you in advance for your cooperation in this matter.

Sincerely,

Greg Ranney
Superintendent of Transportation



Transportation and Solid Waste Department

March 18, 2010

Pekin Public School District 108
Superintendent Bill Link
501 Washington St.
Pekin, IL 61554

Superintendent Link,

The City of Pekin would like to request that Pekin Public School District 108 exercise the two option years for transportation with the City of Pekin. This would include all transportation provided by Hoyle Transportation as the City has purchased the Hoyle operation. The City would agree to continue with the present language of the contract with a minimum of a 2½% increase up to a 5% increase based on the yearly Consumer Price Index (CPI) for the year. We would also want the fuel adjustment included in the two year extension of the option years. We would again want a base price of \$2.50 maximum and a 1% of the contract for each 15 cents per gallon. We would like to get the option years approved by your school board as soon as possible as we will be operating the entire contract by mid-June. We look forward to continuing with providing excellent service to Pekin Public School District 108 and to provide a safe ride for each student on a daily basis. I would like to thank you in advance for your cooperation in this matter.

Sincerely,

Greg Ranney
Superintendent of Transportation

**Student Transportation Contract
Between**

Pekin Public Schools District 108 (the "District") and City of Pekin (the "Contractor")

1. **LAWS AND REGULATIONS:** During the entire term of the proposed contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States effecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation.
2. **DURATION OF CONTRACT:** The agreement shall be effective from August 23, 2007 and shall continue in force and effect for the period specified.
3. **CONTRACT OPTION:** Contractor agrees to provide transportation services to the District for a three-year period beginning with the 2007/08 school year, with options exercised at the discretion of the School District for the years 2010/11 and 2011/12. It is further stipulated that the option for the 2010/11 year be exercised no later than February 28, 2010 and the option for the 2011/12 year be exercised no later than February 28, 2011. Contractor will supply requested summer school transportation, which is to be considered part of the preceding school term.
4. **COMPENSATION:** The basic contract for both regular and special education transportation will be paid to the Contractor in nine (9) equal monthly installments commencing with the month of September for each school term upon receipt of a monthly invoice. The Contractor shall, on or before the fifth day of each month, submit to each school all invoices showing all amounts due Contractor for the preceding calendar month for those transportation items not covered by the basic contract (i.e., field trips, athletic trips and other trips which are not a part of the regular daily routine). The District shall pay the same within thirty (30) days of its receipt of the monthly statement. Except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the item or provision upon which the difference arises or until the matter is resolved in accordance with the contract.
5. **INVITATION TO BID:** All other terms and conditions as identified and described in the Contractor's February 15, 2007, bid submission to the District's January 29, 2007, Invitation to Bid Student Transportation Contract School Years 2007-2012 shall be effective from August 23, 2007 and shall continue in force and effect for the period specified.

Pekin Public Schools District 108

Don White
Administrator Name

Superintendent
Title

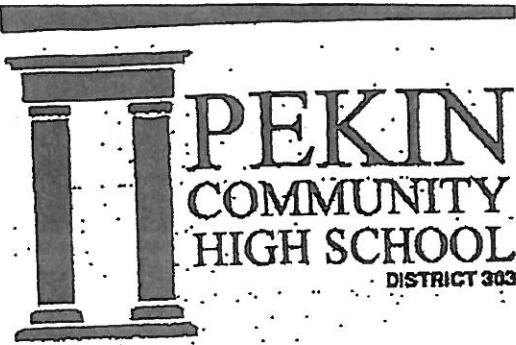
Date: 2/26/07

City of Pekin

Don Kuf
Administrator Name

City Manager
Title

Date: 2/26/07



Larry E. Carr
Assistant Supt. For
Business Operations.

Phone (309) 477-4223
Fax (309) 477-4376
lcarr@pekinhigh.net

320 Stadium Drive
Pekin, Il. 61554

Student Transportation Contract Between

Pekin Community High School District 303 ("the District") and the City of Pekin (the "Contractor")

1. **LAWS AND REGULATIONS:** During the entire term of the proposed contract, the Contractor shall comply in every aspect with all laws, rules and regulations of the State of Illinois and the United States effecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and the Illinois Department of Transportation.
2. **DURATION OF CONTRACT:** The agreement shall be effective from August 21, 2007 and shall continue in force and effect for the period specified.
3. **CONTRACT OPTION:** Contractor agrees to provide transportation services to the District for a three-year period beginning with the 2007/08 school year, with options exercised at the discretion of the School District for the years 2010/11 and 2011/12. It is further stipulated that the options for the 2010/11 year be exercised no later than February 28, 2010 and the option for the 2011/12 year be exercised no later than February 28, 2011.
4. **COMPENSATION:** The basic contract for regular transportation will be paid to the Contractor in nine (9) equal monthly installments commencing with the month of September for each school term upon receipt of a monthly invoice. The Contractor shall on or before the fifth day of each month, submit to the District an invoice due the Contractor for the preceding calendar month. The District shall pay the same within thirty (30) days of its receipt of the monthly statement. Except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the item or provision upon

which the difference arises or until the matter is resolved in accordance with the contract.

5. INVITATION TO BID: All other items and conditions as identified and described in the Contactor's March 19, 2007 bid submission to the District's March 7, 2007, Invitation to Bid Student Transportation Contract School Years 2007-2012 shall be effective from August 21, 2007 and shall continue in force and effect for period specified.

Pekin Community High School District 303

Larry E. Carr
Administrator's Name

Asst Supt Business
Title

City of Pekin

Dan Kuf
Administrator's Name

City Manager
Title



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEMS: PPUATS Annual Dues Agreement and Funding Resolution

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Approval of the "Joint PPUATS Funding Agreement Annual Element OWP FY 2010" and MFT Funding Resolution Appropriating Funds for the Same.

BACKGROUND: The State of Illinois designates certain Metropolitan Planning Organizations (MPO's) eligible for Federal Planning and Construction dollars. Locally, the City of Pekin is a member of the Peoria – Pekin Urbanized Area Transportation Study (PPUATS). The other agencies (cities and counties) are listed in the Funding Agreement that is on the 4/26/2010 City Council agenda. The PPUATS organization funding is derived from several places, including \$146,444.00 from the local government agencies (20% Local Match). The City of Pekin's share (based on population) is \$11,252.15 for FY 2011, down from \$11,421.97 in FY 2010.

What do we get for our \$11,252.15? We have requested and PPUATS has funded a number of Transportation Studies for the City of Pekin. See Joe or me for a list of past and ongoing studies. More importantly, our membership makes us eligible for a significant amount of Federal Highway Dollars. Since we have been active (since mid 1980's) we have received over \$5M Federal Dollars through the PPUATS organization for Construction projects. The recent Federal Stimulus distribution of \$400,000+ to be used on milling and resurfacing a portion of Parkway Drive was received based on PPUATS participation.

FINANCIAL IMPACT: \$11,252.15 from Motor Fuel Tax Funds

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City would be eligible for Federal Funding for Construction Projects and Engineering Studies.

IMPACT IF DENIED: Jeopardize eligibility for Federal Highway Dollars

ALTERNATIVES: N/A.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Effective Government theme

RESOLUTION
JOINT PPUATS FUNDING AGREEMENT
ANNUAL ELEMENT OWP FY 2011

This agreement is hereby entered into by the members of the participating agencies and the Tri-County Regional Planning Commission as the designated MPO under Section 134 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the Peoria/Pekin Urbanized Area transportation planning process. It is intended to set forth the procedures and methods agreed upon to provide sufficient local matching funds enabling the Peoria/Pekin urbanized area to receive approximately \$421,819 in Federal Planning (PL) funds, \$128,157 in Federal Transit Administration (FTA) Section 5303 planning funds \$3,800 in FTA Section 5307 planning funds, and up to \$40,000 in other federal transportation planning funds. All funding sources require a 20% local match; requiring a total local match of \$146,444 for Fiscal Year 2011. It is further agreed that the Greater Peoria Mass Transit District provides the FTA Section 5307 funds as a pass through membership fee for participation in the planning process.

The federal planning funds, FTA funds and local matching monies will be utilized for the work and services performed in accordance with the Overall Work Program for Fiscal Year 2011. The work and services and their associated costs as contained in the Overall Work Program were adopted by both the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

Each participating agency identified herein, hereby agrees to pay its entire share to the MPO (Tri-County Regional Planning Commission) not later than November 1, 2010. The MPO is hereby designated to deposit local funds in a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate work tasks designated in the Overall Work Program to the responsible agency. The MPO shall make a monthly report to the PPUATS Policy Committee accounting for the expenses incurred on the work tasks identified in the Overall Work Program. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local matching money for FY 2011 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2009.

Agency	Local Agency Share
Peoria County	31,147.25
Tazewell County	30,274.20
City of Peoria	40,270.06
Pekin	11,252.15
East Peoria	7,690.43
Morton	5,540.17
Washington	4,375.97
Peoria Heights	2,205.10
Bartonville	2,097.09
West Peoria	1,582.62
Creve Coeur	1,810.60
Woodford County	8,198.36
TOTAL	146,444.00

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO (Tri-County Regional Planning Commission) along with any excess from previous years and may be used for such purposes and projects as designated by the PPUATS Policy Committee.

This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

Bartonville	_____	Date	_____
Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
Peoria County	_____	Date	_____
Tazewell County	_____	Date	_____
Woodford County	_____	Date	_____

The foregoing agreement setting forth the procedures and methods for the reimbursement of local matching funds to the MPO (Tri-County Regional Planning Commission) for work performed in accordance with the Overall Work Program for FY 2011 is hereby agreed to by the Tri-County Regional Planning Commission this 24th day of June, 2010.

Kenneth J. Klopfenstein, Chairman
Tri-County Regional Planning Commission

Thomas O'Neill, Chairman
Peoria/Pekin Urbanized Area
Transportation Study

ATTEST:

Terry D. Kohlbuss, Executive Director
Tri-County Regional Planning Commission



BE IT RESOLVED, by the _____ of the
 _____ Council or President and Board of Trustees
 City of Pekin Illinois

 City, Town or Village

[illegible]

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

BLR 09111 (Rev. 11/06)



REQUEST FOR COUNCIL ACTION

To: Mayor & Council

CC: City Manager, City Attorney, & Assistant Finance Director

From: Community Development Director

AGENDA ITEM: 2010 Assist inducement resolution

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Approval of the 2010 Assist Inducement Resolution.

BACKGROUND: The Assist program is sponsored by many communities throughout the State of Illinois that offers families the opportunity to buy their own home by issuing tax-exempt single-family bonds. This program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little extra capital to buy their first home. Up to August 2008, the program assisted 69 purchases of homes in the City of Pekin totaling more than \$5.3 million with an average loan size of just over \$78,000. Due to the rocky housing bond market over the past year there were no mortgage lending state-wide. Only now are we getting things moving forward. Attached is the program outline with the income and purchase price limits.

Please see attached documents for additional information.

FINANCIAL IMPACT: none

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Additional families/individuals will be assisted in purchasing their first home.

IMPACT IF DENIED: The City of Pekin will not participate.

ALTERNATIVES: There are many first time homebuyer programs available.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: supports a high quality of life

REQUIRED SIGNATURES

Department Director

Pamela Anderson

_____ Date

Finance Department

(Certification of Availability of Funds)

_____ Date

Corporation Counsel

(Certification of Review)

_____ Date

City Manager

_____ Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS.

WHEREAS, the City of Pekin, Tazewell County, Illinois (the "*Municipality*") is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that the Municipality has volume cap equal to \$90 per resident of the Municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2006*, 345/1 *et seq.*, as supplemented and amended (the "*Act*"), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2010 to the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the "*Issuer*") to be applied toward the issuance of single family mortgage revenue bonds by the Issuer (the "*Bonds*") or for such other purpose permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell County, Illinois, as follows:

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2010 is hereby transferred to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or other private activity bonds.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ____ day of _____, 2010.

Approved:

Mayor

[SEAL]

ATTEST:

City Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS

April 26, 2010

Office of the Governor
Governor's Office of Management and Budget
603 Stratton Building
Springfield, Illinois 62706

ATTENTION: Debt Management Unit

Re: City of Pekin
Total 2010 Volume Cap Allocation: \$3,008,700.00

Volume Cap allocations, granted, transferred, or reserved by Issuer resolution prior to May 1, 2009:

1. Principal Amount of Issue: \$3,008,700.00
Bond Description: Single Family Mortgage Revenue Bonds

If reallocated to another issuer, state name of issuer: City of Aurora

Copies of allocation resolution or ordinances are attached.

Total allocation Granted or Reallocated: \$3,008,700.00

Sincerely,

CITY OF PEKIN

Rusty Dunn
Mayor
Telephone No. (309) 477-2300

Assist 2010 Homebuyer Assistance

Affordable home ownership for families

Program Outline

An innovative program sponsored by communities throughout the state that offers families the opportunity to buy their own home. The home buyer assistance feature of the *Assist* program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little available capital to buy their first home.



Overview

- Communities join together and issue tax-exempt single family bonds
- Home rule communities contribute private activity bond volume cap
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

Description of Bond Issue

- Tax-exempt bonds are issued using the combined volume cap of the communities or taxable securities are sold when market conditions warrant
- The bonds and securities are sold at a premium, a price greater than their face amount
- Proceeds of the bonds and securities are used to make the home loans and fund the assistance
- The premium supplies the extra funds to provide home buyer assistance
- The bonds and securities are not a debt of the municipalities or paid from any participating communities funds
- The City of Aurora acts as issuer on behalf of all the communities
- The bonds and securities are secured by loans on homes purchased with **Assist**

Loan Description

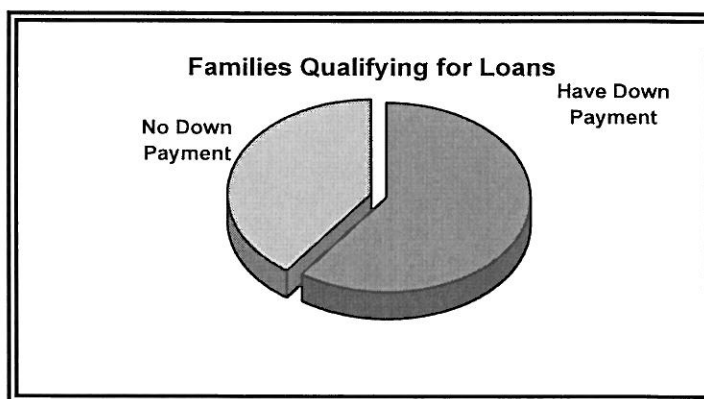
- 30 year fixed rate loans
- FHA/VA loans available
- **Assist** pays 3% cash assistance to qualifying home buyers to fund closing costs and down payment assistance
- Loans are funded with proceeds of the bonds
- Loan interest rate determined at bond closing
- Loan interest rate below conventional loan rates as of bond closing

Qualifying Homebuyers

First time home buyers (not owned residence in three years)
Will occupy the home as their residence
Meet income guidelines
Meet purchase price guidelines

Advantages

Provides additional home ownership opportunities in each Community
Home ownership provides added stability in a community
Serves the 40% of potential home buyers who qualify for loans but lack funds
Strategic alliance with lenders throughout the state
Customized marketing in each municipality
No out-of-pocket expense to any community to participate

**Program Details**

Total Home Buyer Assistance:	4.75%
Closing Costs and Down Payment:	3.00%
Origination Fee:	1.75%

Bond Counsel: Chapman & Cutler

Mortgage Servicer: Bank Of America

**STATE OF ILLINOIS
PURCHASE PRICE AND INCOME LIMITS
SINGLE FAMILY PROGRAMS**

NON-TARGETED AREAS

COUNTY NAME	INCOME LIMITS		PURCHASE PRICE LIMITS	
	1 or 2 People	3 or More People	New Homes	Existing Homes
BOONE	\$69,400	\$79,810	\$323,780	\$323,780
COOK	\$74,900	\$86,135	\$349,020	\$349,020
DEKALB	\$74,200	\$85,330	\$349,020	\$349,020
DUPAGE	\$74,900	\$86,135	\$349,020	\$349,020
GRUNDY	\$76,300	\$87,745	\$349,020	\$349,020
KANE	\$74,900	\$86,135	\$349,020	\$349,020
KENDALL	\$86,500	\$99,475	\$349,020	\$349,020
LAKE	\$74,900	\$86,135	\$349,020	\$349,020
MADISON	\$69,400	\$79,810	\$258,690	\$258,690
McLEAN	\$75,500	\$86,825	\$258,690	\$258,690
St. CLAIR	\$69,400	\$79,810	\$258,690	\$258,690
WILL	\$74,900	\$86,135	\$349,020	\$349,020
WINNEBAGO	\$69,400	\$79,810	\$323,780	\$323,780
ALL OTHER COUNTIES	\$69,400	\$79,810	\$258,690	\$258,690

TARGETED AREAS

COUNTY NAME	INCOME LIMITS		PURCHASE PRICE LIMITS	
	1 or 2 People	3 or More People	New Homes	Existing Homes
BOONE	\$83,280	\$97,160	\$395,730	\$395,730
CHAMPAIGN	\$83,280	\$97,160	\$316,170	\$316,170
COOK	\$89,880	\$104,860	\$426,580	\$426,580
DEKALB	\$89,040	\$103,880	\$426,580	\$426,580
KANE	\$89,880	\$104,860	\$426,580	\$426,580
KANKAKEE	\$83,280	\$97,160	\$316,170	\$316,170
LAKE	\$89,880	\$104,860	\$426,580	\$426,580
LASALLE	\$83,280	\$97,160	\$316,170	\$316,170
MACON	\$83,280	\$97,160	\$316,170	\$316,170
MADISON	\$83,280	\$97,160	\$316,170	\$316,170
McLEAN	\$90,600	\$105,700	\$316,170	\$316,170
PEORIA	\$83,280	\$97,160	\$316,170	\$316,170
ROCK ISLAND	\$83,280	\$97,160	\$316,170	\$316,170
SANGAMON	\$83,280	\$97,160	\$316,170	\$316,170
St. CLAIR	\$83,280	\$97,160	\$316,170	\$316,170
STEPHENSON	\$83,280	\$97,160	\$316,170	\$316,170
TAZEWELL	\$83,280	\$97,160	\$316,170	\$316,170
VERMILION	\$83,280	\$97,160	\$316,170	\$316,170
WILL	\$89,880	\$104,860	\$426,580	\$426,580
WINNEBAGO	\$83,280	\$97,160	\$395,730	\$395,730

46 - 09/10

April 26, 2010

The Preliminary Plat and Final Plat of Pekin Plaza Extension Number Six of the proposed Resub of Lot 27 and the dedicating of Griffin Avenue Right-Of-Way are hereby approved. Furthermore, before Lot 29 can be developed public access has to be approved by the Planning Commission and the City Council.

PEKIN PLAZA EXTENSION NUMBER SIX

A PART OF THE NE 1/4 OF SECTION 7 AND A RE-SUBDIVISION OF LOT 27 OF FLKIN PLAZA EXTENSION NUMBER FOUR, BEING A SURDIVISION OF PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 6, A PART OF THE W 1/2 OF NE 1/4 OF SECTION 7 AND A PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 7, ALL IN 24 N. R. 4 W. OF THE 3RD P.M. TAZEWELL COUNTY ILLINOIS

UNDERGROUND UTILITIES AS SHOWN HEREON WERE TAKEN FROM PREVIOUS SURVEY INFORMATION, CONSTRUCTION PLANS OR UTILITY COMPANY MAPS AND SHOULD BE CONSIDERED APPROXIMATE. THE SURVEYOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN HEREON. THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE UNDERGROUND UTILITIES SHOWN AND THEREFORE DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

—PROFESSOR GRITWALD AVE (XITWALD) QUIT & NOW AVE A - 2 372 AVE A'S

LEGAL DESCRIPTION

[illegible]

1. The first step in the process of the investigation was to identify the individuals who were involved in the case. This was done by reviewing the records of the FBI and the State Department.

2. The next step was to determine the scope of the investigation. This was done by reviewing the records of the FBI and the State Department.

3. The third step was to identify the individuals who were involved in the case. This was done by reviewing the records of the FBI and the State Department.

4. The fourth step was to determine the scope of the investigation. This was done by reviewing the records of the FBI and the State Department.

5. The fifth step was to identify the individuals who were involved in the case. This was done by reviewing the records of the FBI and the State Department.

6. The sixth step was to determine the scope of the investigation. This was done by reviewing the records of the FBI and the State Department.

7. The seventh step was to identify the individuals who were involved in the case. This was done by reviewing the records of the FBI and the State Department.

8. The eighth step was to determine the scope of the investigation. This was done by reviewing the records of the FBI and the State Department.

9. The ninth step was to identify the individuals who were involved in the case. This was done by reviewing the records of the FBI and the State Department.

10. The tenth step was to determine the scope of the investigation. This was done by reviewing the records of the FBI and the State Department.

STATE OF KANSAS)
COUNTY OF PONTIAC)

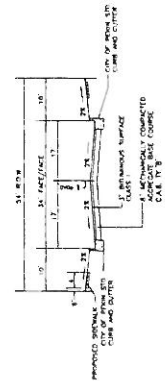
JOHN W. BARNETT & ASSOCIATES, INC., DO HEREBY CERTIFY THAT THE ABOVE MAP IS A TRUE AND CORRECT REPRESENTATION OF A PRELIMINARY MAP OF RECORD MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE STATE OF KANSAS RELATIVE TO THE SURVEYING AND PLATTING OF LANDS AS DEMAND BY A SECT. OF 1'-60" PER 111'.

DATED AT OMAHA, NEBRASKA, THIS 17TH DAY OF MAY, 1983.

JOHN W. BARNETT & ASSOCIATES, INC.
BY _____

0152-36-11 AND NOW VARIOUS REASONS
FOR BEING OVER 2 YEARS LATE
IN THE

LEGEND

[illegible]

TYPICAL ROAD SECTION CHRYN AVENUE EXTENSION TO VETERANS ROAD
DATE: 10/15/87



ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS
1316 W. COLUMBIA DRIVE
PEORIA, ILLINOIS • (309) 692-5074

PRELIMINARY PLAT
FOR
PEKIN PLAZA EXTENSION

1/1

FINAL PLAN FOR PEKIN PLAZA EXTENSION NUMBER SIX

A PART OF THE NE 1/4 OF SECTION 7 AND A RE-SUBDIVISION OF LOT 27 OF PEKIN PLAZA
EXTENSION NUMBER FOUR, BEING A SUBDIVISION OF PART OF THE E 1/2 OF THE SW 1/4 OF
SECTION 9, A PART OF THE W 1/2 OF SECTION 7 AND A PART OF THE E 1/2 OF THE
NW 1/4 OF SECTION 7, ALL IN T 24 N, R 4 W OF THE 3RD P.M., TAPPAHULL COUNTY, KENTUCKY

NYC RAILROAD

(AREA 25.00 AC)

LOT 29
2.14 AC

LOT 30
0.14 AC

LOT 31
1.14 AC

SHIPPEN AVENUE EXTENDED
100' WIDE

FAIRVIEW AVENUE

VETERANS DRIVE



STATE OF KENTUCKY
COUNTY OF TAPPAHULL
BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Kentucky
My Comm. Expires _____
My Office is located at _____
I am a resident of the County of _____, State of Kentucky.

LEGAL DESCRIPTION
LOT 29, BEING A PART OF THE NE 1/4 OF SECTION 7 AND A RE-SUBDIVISION OF LOT 27 OF PEKIN PLAZA EXTENSION NUMBER FOUR, BEING A SUBDIVISION OF PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 9, A PART OF THE W 1/2 OF SECTION 7 AND A PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 7, ALL IN T 24 N, R 4 W OF THE 3RD P.M., TAPPAHULL COUNTY, KENTUCKY, CONTAINS 2.14 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN.

WITNESSES MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

NOTARY PUBLIC
My Comm. Expires _____
My Office is located at _____
I am a resident of the County of _____, State of Kentucky.

WITNESSES MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.



NOTARY PUBLIC
My Comm. Expires _____
My Office is located at _____
I am a resident of the County of _____, State of Kentucky.

The site plan shows Lot 27, a 3.74-acre parcel, situated between Lot 26 (2.51 acres) to the north and Lot 28 (3.74 acres) to the south. To the west of Lot 27 is a large area labeled 'OUTLOT' and 'DETENTION LAKE'. To the east is a 'PERKIN PLAZA EXT. NO. ONE' and a 'VANDER AVE. EXT. NO. ONE'. The plan includes a 'DOME BUILDING' and a 'COMBUSTION' area. A 'NEW SUB LOTS MAP' is shown in the bottom right corner, indicating the proposed subdivision. The plan also shows 'LOT 24', 'LOT 23', 'LOT 22', 'LOT 21', 'LOT 20', 'LOT 19', 'LOT 18', 'LOT 17', 'LOT 16', 'LOT 15', 'LOT 14', 'LOT 13', 'LOT 12', 'LOT 11', 'LOT 10', 'LOT 9', 'LOT 8', 'LOT 7', 'LOT 6', 'LOT 5', 'LOT 4', 'LOT 3', 'LOT 2', 'LOT 1', 'LOT 0'. A scale bar indicates 1" = 100'. A north arrow is also present.



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: AMENEDMENT TO SEWER ORDINANCE

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Recommendation to approve Amendments to Sewer Ordinance

BACKGROUND: The existing Sewer Ordinance requires all food service businesses to install a minimum 1000 gallon grease interceptor to keep grease from entering the City sewer system. The City has established a sewer program that requires food service businesses to pump the grease from the interceptor on a regular schedule depending on the amount of grease they produce. The requirement for a 1000 gallon grease interceptor has burdened new proposed food service businesses such as ice crème shops, bars and small mom and pop businesses that due not produce allot of grease. The change to the sewer ordinance would allow the inspection department the flexibility to let this type of businesses size the grease interceptor per State Code instead of the City requirement of 1000 gallon minimum. The inspection department would look at the menu items and type of food being prepared to justify the smaller grease interceptor. These restaurants would be put on a more frequent pumping schedule and can be adjusted as information is submitted to the inspection department.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: New businesses would be able to open without the burden of the cost of an oversized grease interceptor.

IMPACT IF DENIED: Possibility of no new mom and pop businesses due to the burden of the cost of installing a 1000 gallon grease interceptor.

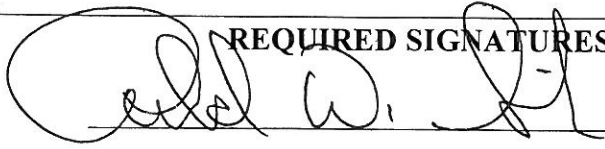
ALTERNATIVES: Let the sewer code remain as is requiring a 1000 gallon grease interceptor with no exceptions

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, And High Quality Of Life

01.11

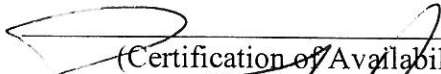
REQUIRED SIGNATURES

Department Director



4/20/2010
Date

Finance Department



(Certification of Availability of Funds)

Date

Corporation Counsel

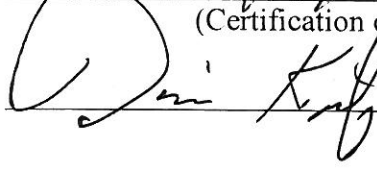


(Certification of Review)

4/21/10

Date

City Manager



4/21/10

Date

ORDINANCE NO. 2616-09/10

**AN ORDINANCE AMENDING TITLE 4-4B-11-1C3
REGARDING SEWER CHARGES**

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

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 City of Pekin existing Sewer Ordinance requires all food service businesses to install a minimum 1000 gallon grease interceptor to keep grease from entering the City sewer system; and

WHEREAS, a minimum 1000 gallon interceptor is a burden for small businesses and those food service businesses that do not produce a large amount of grease; and

WHEREAS, it is appropriate to allow the inspections department the flexibility to size the interceptor per State Code; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding such.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Section 4-4B-11-1-C of the Sewer Code be amended as follows by the addition of Subsection (3):

In the event that an outside (1,000 gal) grease interceptor is not physically feasible, an under the sink grease interceptor may be installed subject to the approval of the building and zoning department, after submittal and review of the menu Items, upon review the administration may allow 500 gal interceptor minimum under certain circumstances. In addition to the regular requirements of grease interceptors, "under the sink grease interceptors" are subject to the additional requirements.

A separator may be used on "under the sink installations" or an interceptor may be used if the interceptor has a separator screen before the interceptor

The interceptor may be set on the floor, partially recessed in the floor with top flush with the floor, or fully recessed below the floor to suit piping and structural conditions, as acceptable by the building and code administration division of the department of Inspection and zoning.

If the customer can safely empty and dispose of the contents (less than 3 gallons of fats, oils and grease from now on referred to as fog) of the grease trap, it shall be permitted. The customer will still be required to send the grease log to the city inspector as set up with the occupant on the day of occupancy (within 10 days of the due date).

The due date is solely at the discretion of the dept and based upon the menu items and the volume of business expected and the history of the system.

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 and approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Zoning Code change for permit costs for Cell Towers and Co-location Antennas

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Recommendation to approve Planning Commission recommendation to raise permit costs.

BACKGROUND: The telecommunication section in the Zoning Code and permit costs have not been updated for over 10 years. The surrounding areas, including Tazewell County Zoning has established a price for permits by the vertical foot. Most telecommunication towers average 175 feet or higher, so the permit cost of \$2500.00 for a new tower and \$1000.00 for all new co-location antennas is right in line with the surrounding area.

FINANCIAL IMPACT: A small amount of revenue could be generated from the permit cost, since the existing code established a \$250.00 permit cost years ago.

NEIGHBORHOOD CONCERNS: Since most Telecommunication Towers are located in the Industrial Zone with exception to the Park and School District there will be very few concerns from a residential neighborhood.

IMPACT IF APPROVED: Revenue could be generated.

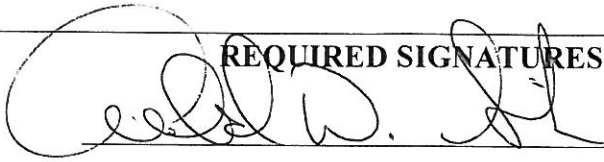
IMPACT IF DENIED: Permit costs stay at \$250.00

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, High Quality of Life,

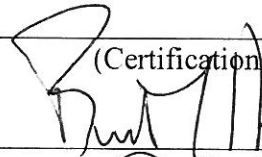
REQUIRED SIGNATURES

Department Director



4/20/2010
Date

Finance Department



(Certification of Availability of Funds)

Date

Corporation Counsel



(Certification of Review)

Date

4/21/10

City Manager



4/21/10
Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9-13-5B
AND TITLE 9-13-5C-2 OF THE CODE OF THE CITY OF PEKIN
REGARDING CELL TOWERS**

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

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 City of Pekin existing telecommunications permit cost have not been updated for 10 years; and

WHEREAS, the surrounding areas have established a price for permits by vertical foot; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding such.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Section 9-13-5 be amended by deleting the following subsection B:
Fee. The applicant shall pay a building permit fee in the amount of \$250.00
2. That Section 9-13-5 be amended by the addition of the following language as subsection B.:

3. That Section 9-13-5C be amended by deleting the following subsection 2.

The tower shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the National Building Code (BOCA) and the Electronics Industry Association.

4. That Section 9-13-5C be amended by the addition of the following subsection 2.

The tower shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the International Building Code and the Electronics Industry Association.

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 and approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Annual Intergovernmental Agreement with IDOT - Maintenance of Municipal Streets

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Approve Intergovernmental Agreement with IDOT for the Maintenance of Municipal Streets for reimbursement in the amount of \$81,161.50

BACKGROUND: The City has had an Intergovernmental Agreement for many years where IDOT reimburses us for the work we do to maintain, clean, and snow plow streets within the city limits that are part of the state highway system. Over the past few years, there have been questions as to the number of lanes covered and the adjustment factors utilized to come up with the value. This issue was corrected through the efforts of Street Superintendent, Dave Pagliaro and the numbers have been adjusted to more closely reflect actual lane miles. This year's increase of \$2,363.93 reflects that adjustments to pricing for this period.

By the City providing these services, we are assured that maintenance items and snow removal are done in a timely manner versus waiting for IDOT crews to come once their more critical areas have been addressed. I recommend that this agreement be approved.

FINANCIAL IMPACT: Revenue to offset expenses incurred to maintain streets that are part of the highway system

NEIGHBORHOOD CONCERNS: Keep streets maintained and clear in a timely manner

IMPACT IF APPROVED: Continue receiving reimbursement from IDOT for work that we do

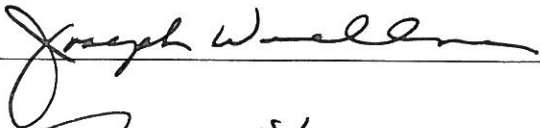
IMPACT IF DENIED: Turn maintenance and plowing back to IDOT

ALTERNATIVES: N/A

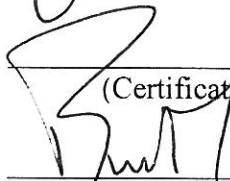
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

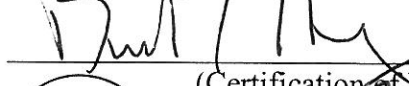
Department Director

 4/16/10
Date

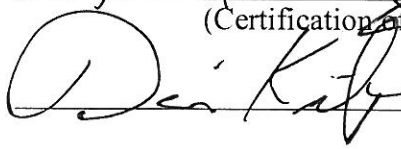
Finance Department

 N/A
(Certification of Availability of Funds) Date

Corporation Counsel

 4/21/10
(Certification of Review) Date

City Manager

 4/16/10
Date



Illinois Department of Transportation

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

April 5, 2010

City of Pekin
111 S. Capitol Street
Pekin, IL 61554-4108

Dear City Clerk:

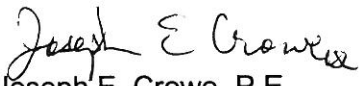
The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. This agreement is extended by mutual agreement between this Department and your municipality in 12-month increments through June 30, 2015.

A new computation sheet(s) for FY 2011 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.15. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$81,161.50 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions, or if we can be of any assistance, please contact Cliff Williams, Services and Development Technician, at (309) 671-4485.

Very truly yours,


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

CW:bh\s:\gen\winword\serv&dev\maintenance agreements 2010\pekin10.doc

Enclosure

cc: File

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 11																	
For the Period Beginning July 1, 2010Ending June 30, 2011																	
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
		Margret	Second	Sixth	40' & var	C/S	28	3 of 3	left/center	2434	1.38	6066	3033	2009	502	5.15	\$3,567.71
ILL 9		One Way WB															
		Margret	sixth	court & Eighth	40' & var	C/S	30	2 of 2		1079	0.42	7550	3775	2009	539	5.15	\$1,165.86
ILL 9/29		One Way WB															
		Eighth	court	Broadway	60'	C/S	30'	2 of 4	Center	300	0.11	8800	4400	2009	570	5.15	\$322.91
		Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8700	4400	2009	570	5.15	\$322.91
		Ann Eliza	Fifth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	5900	2950	2009	497	5.15	\$1,228.58
		Ann Eliza	Fifth	Second	36'	C/S	24'	2 OF 3	left/center	1854	1.05	7266	3633	2009	644	5.15	\$3,482.43
ILL 9		Two-Way															
		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3800	1266	2009	577	5.15	\$416.02
ILL 9		Court	Eighth	160' W. of Hilltop rd.	52'	C/S	10' & 11'	5 of 5	Center	10610	10	21325	4265	2009	563	5.15	\$28,994.50
		Court	160' W. of Hilltop Drive	TR93A (Mail Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	20505	10262	2009	705	5.15	\$6,350.73
		Court	300' W. of Pwy	300' W. of Cottage Grove Ave.			4' & var	C & G		600	0.11			2009	330	5.15	\$186.95
		Court	160' W. of Hilltop Drive	TR93A (Mail Rd.)			4' & var	C & G		6072	1.15			2009	330	5.15	\$1,954.43
		Court	Valle Vista	Valle Vista			12	1		186	0.04	1750	1750	2009	265	5.15	\$54.59
		Court	Valle Vista	Oil			12 var	3		430	0.24	2100	700	2009	255	5.15	\$315.18
		Court	Oil	Valle Vista			12 var	2		293	0.11	1400	700	2009	255	5.15	\$144.46
		Court	Oil	Barney Dr			12 var	3		583	0.33	3000	1000	2009	237	5.15	\$436.77
		Court	Barney Dr.	Oil			12 var	2		237	0.09	2000	1000	2009	237	5.15	\$119.12
		Court	Barney Dr.	Veterans			12 var	3		624	0.354	5700	1900	2009	266	5.15	\$484.94
ILL 29		Court	Veterans	Barney Dr.			12 var	3		555	0.315	5700	1900	2009	266	5.15	\$431.52
		Court	E of Veterans	Veterans			12 var	1		306	0.06	670	670	2009	254	5.15	\$78.49
		Second	Koch	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13750	4583	2009	579	5.15	\$8,319.36
		Second	N. of Derby				12'	1		210	0.04	600	600	2009	285	5.15	\$58.71
		Second	S. of Derby				12'	1		200	0.04	600	600	2009	285	5.15	\$58.71
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	5400	1350	2009	360	5.15	\$704.52
		Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2009	330	5.15	\$322.91
		Second	Washington	Washington			21'	1		200	0.04	1000	1000	2009	325	5.15	\$66.95
		Second	Franklin	Franklin	var	C & S	10'-12'	4		500	0.38	6400	1600	2009	442	5.15	\$864.99
		Second	Franklin	Margret	40'	C & S	12'	3 of 3		2550	1.45	6400	2133	2009	438	5.15	\$3,270.77
ILL 9		Second	Margret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3800	1266	2009	352	5.15	\$235.66
		Second	Margret	Court St.			12'	1		250	0.05	3000	3000	2009	500	5.15	\$128.75
		Second	2nd st connection	Margret	30'	C & S	12'	2 of 2		2940	1.11	7700	3850	2009	542	5.15	\$3,098.34
		3rd st.	Margret	Margret			12'	1		150	0.03	1500	1500	2009	375	5.15	\$57.94
		3rd st.	Ann Eliza	Ann Eliza			12'	2 of 2		220	0.08	7400	3700	2009	535	5.15	\$220.42
		3rd st.	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	12600	4200	2009	560	5.15	\$2,595.60
		Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	12600	4200	2009	560	5.15	\$836.36
		Fifth	Margret	Ann Eliza			24'	2 of 2		200	0.08	8400	4200	2009	560	5.15	\$230.72
		Fifth	S of Ann Eliza				10	1		100	0.02	1600	1600	2009	385	5.15	\$39.66
		Fifth	N. of Margaret				10'	1		100	0.02	3900	3900	2009	345	5.15	\$56.14
ILL 29		Fifth	Ann Eliza	Ann Eliza			10' & var	flush		2164	0.41			2009	165	5.15	\$348.40
		Median	Eighth	4th N of Coldige Ave.	60'	C & S	58'	5 of 5		3700	3.5	9800	1960	2009	421	5.15	\$7,588.53
									TOTAL	Lane miles	30.719				Total amount		\$81,161.50



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Revision to Parking Code – 200 Block of Sabella

AGENDA DATE REQUESTED: April 26, 2010

ACTION REQUESTED: Approve the requested “No Parking – 8 to 5, Monday thru Friday” on the north side of Sabella.

BACKGROUND: This street has a large amount of traffic due to the Drivers License and Family Services facilities that use Sabella as the main way to get in and out. The south side of the street is currently “No Parking” at all times with the north side being “2 Hour Parking – 9 to 5, Monday thru Friday”. The problem is that with cars parked on the street the street is not wide enough to allow for two way traffic. Cars parked there are employees of the facility and there is ample parking supplied for them in the lot. The Traffic Safety Committee has looked at this situation and determined that restricting parking full time would impact the residents that live on that side of the street so it was recommended that it be restricted only during business hours when the traffic is the worst. This will provide a clear street to travel during the heaviest periods for the businesses in the facility and allow for the residents to have parking available evenings and weekends.

Therefore, I recommend that the proposed parking restriction change be approved.

FINANCIAL IMPACT: \$300 for signs, posts are already in place.

NEIGHBORHOOD CONCERNS: Traffic congestion

IMPACT IF APPROVED: Reduce congestion on a heavily used street during business hours

IMPACT IF DENIED: Congestion will remain

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. [Signature]

4/20/10

Date

Finance Department

[Signature]

(Certification of Availability of Funds)

4-20-10

Date

Corporation Counsel

[Signature]

(Certification of Review)

4-21-10

Date

City Manager

[Signature]

4/21/10

Date

ORDINANCE NO. 1462-A297 - 09/10

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING PARKING SCHEDULE
ON SABELLA FROM SECOND STREET TO THIRD STREET**

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 traffic concerns of parking all day in 2 hour parking spaces on Sabella Street between Second and Third Streets at the Traffic Safety Committee Meeting on April 2, 2010; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking from 8:00 a.m.- 5:00 p.m. Monday-Friday, on the north side of Sabella Street from Second Street to Third Street; 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 December 14, 2009 in its entirety, and inserting the No Parking Schedule dated April 12, 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

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vista	West	North	
Total	Always	All days	Washington Street	South 6th Street	50' West	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	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
2 hour	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
2 hour	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both	
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	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	Broadway	North	West	
Total	Always	All days	South Capitol Stre	Washington Street	from stop signs 90' Sout	North	Both	
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Court Street	Sabella Street	South	Both	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	Always	All days	South 7th Street	95' South of Park Av	180' South	South	West	12-14-09
2 hour	9am-5pm	Mon-Sat	South 7th Street	Washington Street	Court Street	North-South	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 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 6th Street	Broadway	Washington Street	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
2 hour	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
2 hour	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Stree	South	West	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLea	North	East	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sheridan Road	600 ' east of Redwoo	Lick Creek Bridge	East-West	Both	
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
Total	Always	All days	RWBP Frontage R	Enterprise Drive	North End	North-South	Both	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Prince Street	12th Street	14th Street	East-West	Both	
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Pine Street/Maple	walk @ apt Pine Stre	drive @ apt Maple Park	East/North	South	08-24-09
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Parkway Drive	368' South of Sherid	427' South of Sheridan	North	East	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Park Avenue	13th Street	14th Street	East	South	09-22-08
2 Hour	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
2 hour	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
2 hour	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
2 hour	9am-5pm	Mon-Sat	North Capitol Stre	Court Street	Caroline Street	North-South	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
2 hour	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
2 hour	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hour	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
2 hour	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James Roa	South	West	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
2 hour	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Meyers Court	12th Street	West end	East-West	Both	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg C	East	South	
Total	Always	All days	McLean Street	151' West of 8th Stre	225' West of 8th Street	West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	8:15am-8:45	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	Market Street	North 19th Street	East dead end of street	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
2 hour	9am-5pm	Mon-Sat	Hillyer Street	South 6th Street	South 8th Street	East-West	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevar	Summit Drive	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
Total	Always	All days	Highwood Avenue	Valle Vista Boulevar	Summit Drive	South	West	
Total	8:15am-8:45	School	Highwood Avenue	341' South of Melani	456' North of Powers	North	East	
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10
2 hour	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
2 hour	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both	
2 hour	8am-4pm	School	Court Street (Fron	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
Total	6:00am-6:00	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Addition
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both	
						of Traffic		*previous
								*correctio