



**REGULAR COUNCIL MEETING MONDAY, FEBRUARY 28, 2011
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Rusty L. Dunn</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of Regular Council Meeting of February 14, 2011 and the Special Budget Work Session of February 22, 2011.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>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.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Fire Department January 2011 Report; Liquor Commission January 27, 2011 Minutes unapproved; and Electrical Commission February 10, 2011 Minutes.		2
7.2 Proclamation: Young Authors Week March 14, 2011 American Red Cross Month March 2011 PCHS Operation Teen Safe Driving March 2011		4
7.3 Charitable Solicitation: Pekin Lil' Lettes-Gold Tag Day March 26, 2011. April Egan Walk for Susan G. Komen August 5-7 The Conover Benefit Fund April 2, 2011 at Kof C		5
7.4 Resolution No. 80-10/11 – Mayor's Appointment of William R. Baker to the Airport Commission to fill the unexpired term of Charles Thomas until the first Monday in May 2013.		5
7.5 Resolution No. 81-10/11 – Mayor's Appointment of Nancy J. Healy to the Mayor's Advisory Committee for Persons with Disabilities until the first Monday in May 2013.		4

7.6 Receive and File Resignation of J. Scott Plotner from the Pekin Planning Commission effective February 10, 1022.		5
7.7 Resolution No. 82-10/11 – Regarding Executive Session Meetings.		5
7.8 Receive and File Pekin Planning Commission Minutes February 9, 2011.		5
7.9 Pekin Planning Commission Hearings a. Hearing #11-1826 - recommends approval of the Preliminary Plat for Deerfield Estates Section 6a & 6b as described in Exhibit “A” pending final annexation. b. Hearing #11-1827 - recommends approval of the R-2 (Single Family Residential) Zoning Assignment for Deerfield Estates Section 6a & 6b as described in Exhibit “A” pending final annexation. c. Hearing #11-1828 – recommends approval of Zoning Code Amendment 9-10-8.H.4.(b.) and 9-10-8.H.9.(c.).		5
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS 8.1 Public Hearing - Purpose of hearing support or opposition to the Amendment to the City of Pekin Comprehensive Plan South Industrial Study Area.	RD	3
9.0 NEW BUSINESS		
9.1 Ordinance No. 2635-10/11 – Amendment to the City of Pekin Comprehensive Plan South Industrial Study Area DESCRIPTION: Recommendation of the Planning Commission to amend the Comprehensive Plan due to changed conditions related to a proposed expansion of Riverway Business Park and nearby areas on Southside. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JW	3
9.2 Ordinance No. 1568-A185 - 10/11 – Zoning of Certain Property DESCRIPTION: Recommendation of the Planning Commission of R-2 (Single Family Residential) Zoning Assignment for Deerfield Estates Section 6A and 6B. ACTION: Motion to adopt the Ordinance pending final annexation. VOTE REQUIRED	JW	3
9.3 Resolution No. 83 - 10/11 – Preliminary Plat Deerfield 6A and 6B DESCRIPTION: Planning Commission recommends approval of the preliminary plat of Deerfield subdivision addition of 28 new single family residential lots. ACTION: Motion to adopt the Resolution pending final annexation. VOTE REQUIRED	JW	3

9.4 Ordinance No. 2636 OA-10/11 - Amending Title 9 of the Code of the City of Pekin 1995 Regarding Political Signs DESCRIPTION: Amends the code to reflect State Law effective January 1, 2011 to eliminate time restriction on political signage in residential areas. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JW	5
9.5 Engineering Agreement with Crawford, Murphy, & Tilly for East Ramp Rehabilitation at the Pekin Airport DESCRIPTION: Agreement to complete construction drawings to bid the project of removing deteriorating pavement, base repairs, replacing pavement on the east portion of the ramp area that serves the tie down and fueling services. ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	3
9.6 Engineering Agreement with Hanson Professional Services, Petri Lane DESCRIPTION: Terms of an agreement for services to complete the Phase 2 construction drawings for Petri Lane in the amount of \$141,595.00. ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	3
9.7 Farm Leases for City Owned Property DESCRIPTION: Contracts with various farmers to plant and maintain the City Owned tillable fields. ACTION: Motion to approve 5 Cash Farm Leases by omnibus vote. VOTE REQUIRED	JW	1
9.8 Ordinance No. 1462-A302 - 10/11 - Amending Title 8, Chapter 4, Section D. of the Code of the City of Pekin 1995 Regarding No Parking Schedule DESCRIPTION: Recommendation of the Traffic Safety Committee to restrict parking on the inside curve of Avon Street 50' from corner and the inside curve of Charles Street 50' from corner. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	GN	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Public Questions 10.4 Press Time		

11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURNMENT With no further action to come before the Council the Mayor declares meeting closed in open session. NO VOTE REQUIRED		

Column 1 Key:

FM Frank Mackaman, Interim City Manager
GN Greg Nelson, Interim Police Chief
JW Joe Wuellner, Public Works Director
RD Mayor Rusty Dunn

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
- 5 An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**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, FEBRUARY 14, 2011 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 **the agenda be approved as presented.** On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of January 24, 2011 and the Special Budget Work Session Meeting of February 7, 2011, be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Strand, seconded by Council Member Kortkamp, 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.

7.1 Receive and File Monthly Reports and Minutes: **Traffic Safety Committee Minutes February 4, 2011; Building, Inspections, and Zoning Report January 2011; and Tazewell Animal Control January 2011.**

7.2 Charitable Solicitation: **Benefit Nancy Adami-Wagnaar April 2, 2011**

On roll call vote, all present voted Aye.

NEW BUSINESS

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the Local match for **HIGHWAY SAFETY IMPROVEMENT PROGRAM SIGN GRANT in the amount of \$8,193.75 from Motor Fuel Tax, be approved.** Public Works Director Joe Wuellner reported that ten municipalities and townships jointly applied and were granted funding to replace regulatory signs and post. Pekin's portion of local match would be \$8,193.75 to East Peoria who took the lead of responsibility. The grant covers 250 signs out of 3400 throughout the City which would bring the City closer to the 2015 compliance for reflectivity requirements. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Schmidgall, that the Tourism Grant for **MARCH MADNESS EXPERIENCE participation in the amount of \$5,000.00, be approved.** Council was advised that the Tourism Committee recommended a \$5,000.00 grant contribution to be a regional sponsor for the IHSA Boy's State Basketball Tournament event hosted in Peoria. The City receives additional traffic from attendees to our hotels, restaurants and shops. Council Member Barra voiced concern of the lack of advertisement of Pekin's available hotels on the IHSA web site. Council Member Blanchard stated he would not support the expenditure. It was noted that the expense was from the Tourism Fund and did not affect the budget deficit. On roll call vote, Ayes, Strand, Kortkamp, Abel, Dunn; Nays, Blanchard and Barra. Motion Carried.

INFORMATIONAL BUDGET

Interim City Manager Frank Mackaman presented for Council's information a current summary of FY2012 project revenues and expenses. He explained the format of the document and 4 fund categories. Mr. Mackaman

suggested a second budget work session be scheduled to discuss which of the 4 subtotaled funds, revenue over/under expense, Council wanted to tackle as a proposed 2012 budget number. He reported from a work session question that the PEDIF was a restricted fund in General Fund Reserves. The document would be available to the public on the Pekin Web site.

Mayor Dunn received interest from Council Members in meeting on Tuesday, February 22, 2011 @ 5:30 p.m.

Council Member Schmidgall requested an update status of the 2011 budget and approximate dollar of reserves that will be used to balance the year ending April 31, 2011.

No action was taken by the Council

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Recognition was given native Pekinite D.A. Points in his winning the PGA Pebble Beach Pro-Am Golf Tournament over the weekend.

Appreciation was extended to all who worked on and participated in the Candidate College Training Session on Wednesday.

Mayor Dunn announced applications were available from the City to fill vacancies on the following Committees: Airport, Zoning Board of Appeals, Planning, and Mayor's Advisory for Persons with Disabilities.

Council Member Blanchard announced that Project 9-12 was hosting a Candidate Forum on Tuesday, February 15, 2011 at the Pekin Public Library.

Public Works Director Joe Wuellner distributed to Council a memo outlining an issue of grain truck traffic and the congestion caused on Front Street. In the memo two options to solving the issue were presented. Mr. Wuellner asked Council to contact him so he could respond to Turner Grain, Aventine, Illinois Corn Products and Tomen Grain regarding the City's preference.

Council extended appreciation for the Street Department and City's response to February's snow event. The Fire Department was also congratulated for quick response to a fire on Mechanic Street over the weekend.

Steve Brown, 1715 Memorial Drive thanked Council for the partnership with the Avanti's Dome which allowed for two large events coming up at the facility. He invited the Council and Public to attend a Girls Fast Pitch Tournament and Tazewell Council Beer and Wine Fest.

Tim Golden, 2104 Alhambra Court, raised concern on the materials used and the application for the improvements to Eastside Fire Station. The City Manager informed him that he had met with P.J. Hoerr and would have a conclusion report to Council by Wednesday.

EXECUTIVE SESSION

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the Council move to Executive Session at 6:10 P.M. to discuss: 5 ILCS 120/2 (c) 5. Acquisition of property and 5 ILCS 120/2 (c) 21. Discussion of closed session minutes. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 6:35 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL BUDGET WORK SESSION MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, FEBRUARY 22, 2011 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: NONE

Council set a work session to discuss the FY 2012 Budget at the meeting of February 14, 2011. Notice was properly posted and Council received notice of the special meeting on Wednesday, February 16, 2011.

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

Roll was called and all Council Members were present except Council Member Strand who entered the meeting at 6:15 p.m.

NEW BUSINESS

FY2012 BUDGET

Mayor Dunn presented opening remarks and requested Interim City Manager Frank Mackaman begin the discussion of the status of the FY2012 proposed budget. Mr. Mackaman noted the following documents had been provided Council in the last 2 months:

- 125 page formal budget by line item and funds
- 25 page summary of mandatory, obligated, and discretionary expenses over \$2,500
- 1 page executive budget summary

He reported he went to the Annual Audit Reports of core service expenditures to review budget experience. Suggestion was made that Council consider the budget as a forecast, accept the budget as it stands, and assume increase in interest rates or utilize reserves to cover the \$291,945.00 deficit. Mr. Mackaman recommended:

- a person be named in charge of the entire next budget process, not the manager
- a \$66.5 million dollar business employ a Finance Director
- the next budget process use fund, revenue, expense numbers that correlate to the Audit core services figures

Council could choose to approach the work session in 3 ways:

- Continue to reduce the deficit by reviewing additional cuts in addition to the \$363,920
- Review projects not included in the budget that could not be postponed indefinitely
- Evaluate potential revenue sources

Discussion followed. Council Members generally indicated that the discretionary spending had been cut to bare bones. Council Member Blanchard disagreed and noted the \$208,000 deficit in running the airport, \$360,000 expense for Petri Lane extension, and liquidation of city owned properties. Council Member Blanchard indicated he would not vote to use reserves. Council Member Schmidgall expressed concern that capitol project planning had been postponed or eliminated. He suggested excess reserves be set aside for specific projects such as a library and fire station. Council Member Kortkamp questioned if the savings predicted on the new Health Care Plan was realized.

Council next reviewed a list of revenue enhancements and directed staff to prepare cost analysis of the following: rental properties inspections, fire sprinkler plan review, storm water fee, compost sales, revenue tax stamp charge, and expansion of the offenses that trigger impoundment of vehicle.

No action was taken by the Council.

No further business to come before the Council Mayor Dunn adjourned the meeting.

COUNCIL ADJOURNED AT 7:15 P.M.

Sue E. McMillan
City Clerk

February 10, 2011

Mr. Frank Mackaman
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Mackaman,

I hereby submit to you the Pekin Fire Department January 2011 report, plus a summary of December 2010.

Kurt Nelson
Fire Chief
City of Pekin Fire Department.

During the month of January 2011, the Pekin Fire Department responded to 336 calls, total dollar loss was \$43,050.00.

During the month of January 2011, (approximately 76.11%) were emergency medical calls, 80 were automatic Fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of December 2010, the Pekin Fire Department responded to 356 calls, total dollar loss was \$103,100.00.

During the month of December 2011, (approximately 73.03%) were emergency medical calls, 96 were automatic Fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On January 9, 2011 Fire Fighters responded to a possible structure fire at 246 Cooper Street. Upon arrival found a one story residence with heavily charged smoke exiting the structure and fire coming from the rear of the residence. Command was informed by tenants that all occupants were out of the structure.

A 1 ¾" handline was stretched by T3 personnel to the rear of the structure where fire was knocked down before entry. A second 1 ¾" was taken to the front door of residence by R2 personnel. Ladder 1 personnel was sent to the roof of the structure to ventilate. E2 personnel assisted in hydrant connection. After vertical ventilation was complete R2 and T3 personnel made entry into structure where fire was found in a bathroom and a bedroom area on the main floor. Fire had also extended into the attic area. Basement was checked and no fire was noted at this level. Extinguishment was made by interior crews and salvage and overhaul was conducted.

Tenant states that they were inside of residence where they had been drinking with friends when they noticed fire coming from the bathroom area. They denied any smoking inside residence and state that no candles were burning. Fire was also noticed by neighbor behind residence at 246 ½ Cooper. Smoke detectors were inside structure and sounding upon our arrival.

Investigation was conducted by Chief Nelson, Captain Baughman, and Firefighter Veatch. It was determined that fire originated in the corner of the bathroom where some type of laundry basket was sitting with clothes inside it. Total dollar loss was \$35,000.00.

On January 10, 2011 Fire Fighters responded to a vehicle fire with exposures at 1601 Matilda. Upon arrival found truck in driveway with passenger area completely involved. Fire was extinguished with 1 ¾ inch handline. Damage was sustained to garage which was next to the vehicle. Detached garage received minor heat damage from exposure to vehicle fire. Total dollar loss for vehicle fire was \$4,500.00 and dollar loss for garage was \$250.00.

On January 17, 2011 Fire Fighters responded to a possible kitchen fire at 2104 Glenview Drive. Upon arrival we found that the occupant had left a potpourri pot on the stove burner and had walked away to do some laundry. When she returned to the kitchen, she saw smoke coming from the pot. She turned the burner off but took the lid off the pot and flames shot out of the top. She threw water on the pot and ran to wake her sleeping daughters. She called 911 and went outdoors with her daughters. There was some minor smoke residue on the kitchen ceiling but no fire damage. She had taken the battery out of smoke detector recently and had forgotten to replace it. Total dollar loss was \$200.00.

On January 27, 2011 Fire Fighters responded to a vehicle fire at 1865 Vienna Ct. Upon arrival vehicle was on fire in engine compartment. We extinguished fire and prevented the fire spread to other areas of vehicle. Owner had not driven car since around Christmas and his father was helping him charge battery to get car started. Upon turning ignition on, vehicle sparked near alternator and started fire. Nothing seemed out of the ordinary nor suspicious. Total dollar loss was \$3,000.00.

On January 30 Fire Fighters responded to an alarm at 230 Court Street. Upon arrival nothing showing. Established in lobby. E3 sent to fire floor to investigate. E3 found food on fire in microwave. E3 extinguished food in sink. And floor ventilated with positive pressure fan. Microwave sustained damage to point that it was unsafe to use and unrepairable. Occupant did not recall that she was cooking and was next door when the alarm sounded. Damaged unit removed to ensure occupant would not attempt to use it. Total dollar loss was \$100.00.

Total calls for the month of January was 336 and are as follows:

Fires	10
Rescue and EMS	256
Hazardous Conditions.	15
Other types of calls	55

Total dollar loss for the month of January was \$43,050.00.

Total calls for the month of December was 356 and are as follows:

Fires	5
Rescue and EMS	260
Hazardous Conditions	11
Other types of calls	80

Total dollar loss for the month December was \$103,100.00.

This is a brief overview of January 2011 and December 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



**LIQUOR COMMISSION MINUTES
THURSDAY, JANUARY 27, 2011
4:00 P.M.
COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:04 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

The following members were present for roll call: Liquor Commissioner Rusty Dunn, Deputy Liquor Commissioner Rick VonRohr, Interim Police Chief Greg Nelson, Fire Chief Kurt Nelson, and Commissioner Dale Vonderheide.

Also present: Corporation Counsel Sue Bosich

APPROVAL OF AGENDA

Motion made by Interim Police Chief Nelson to approve the Agenda, seconded by Commissioner Vonderheide. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

No Motion made to approve the Liquor Commission Minutes of December 16, 2010 as written, tape recorder did not work – City Clerk Sue McMillan took some notes and will present the summary of those minutes.

PUBLIC INPUT/COMMENTS/QUESTIONS

Deputy Liquor Commissioner VonRohr spoke to Dan Steinbach of Twisted Spoke Saloon regarding wanting to hold an outdoor fund raiser in his parking lot. VonRohr explained to him what was in the Liquor Code and he could not do this. Informed Dan that he could call the City Clerk's office and check into a Special Events application to hold the fund raiser down at the Riverfront at the Events Meadow.

NEW BUSINESS

1) Hearing and/or Deposition Liquor License Violation: Beck's Liquor – 315 Derby – Frank Metcalf. Attorney Bosich read the deposition if we were going to trial. Frank Metcalf apologized to the Commission and stated they have a policy in tact and the employee was fired on the spot. They have training on each shift and take this very serious.

Deputy Liquor Commissioner VonRohr made a motion to fine Beck's Liquor \$500 plus cost, seconded by Liquor Commissioner Dunn. All on roll call vote all present voted Aye. Motion Carried.

2) Hearing and/or Deposition Liquor License Violation: Double G. Enterprises dba Ace Liquors – 1025 Derby Mike Gardner.

Mike Gardner stated they also have a policy in place – he stated he did not fire this employee, stated she was a very good employee.

Fire Chief Nelson made a motion to fine Ace Liquors \$500 plus cost, seconded by Interim Police Chief Nelson. All on roll call vote all present voted Aye. Motion Carried.

Discussion: Although there have been violations in the past with both liquor establishments, they have not been within the 12 month period.

3) Hearing and/or Deposition Liquor License Violation: Generations – 319 Court – Jim Olt.

Jim Olt stated he feels that the Pekin Police are picking on his bar – stated he saw an officer's squad car parked out in front of Rick's TV for over 2 hours watching the "beer garden" area. NOTE: this is not an official Beer Garden through the City of Pekin City Clerk's Office. This area can only be used as a smoking area – no alcohol outside licensed premises. Jim Olt asked that the Liquor Commission hold an informal meeting for all licensee's and to go over the City of Pekin Liquor Code.

Fire Chief Nelson made a motion to fine Generations \$1,000 plus cost. Seconded by Deputy Liquor Commission VonRohr. All on roll call vote all present voted Aye. Motion carried.

Discussion: This was the second liquor violation within the 12 month period.

Any Other Business

Deputy Liquor Commissioner VonRohr will talk to Dan Espinosa with McCritter's to let him know they can not have Tailgate Parties out front of their establishment and serve alcohol.

Meeting adjourned at 4:50pm

Next Meeting: February 24th at 4:00pm

Respectfully submitted by Paula Gensel

Minutes
Electrical Commission
2-10-2011

The City of Pekin Electrical Commission meet on 2-10-2-11. Present at the meeting were Mr. Ed Ghelardini, Mr. Donald Erps, Mr. Mike Fisher, Mr. Gene Lindholm, Mr. Pete Lard, and Mr. Mark Reeder.

The commission interviewed Mr. Mark Aeschliman about his application for an Electrical Contractor license from the City of Pekin.

At the conclusion of the interview the commission unanimously approved his application. Mr. Reeder will contact Mr. Aeschliman with the results.

Mr. Reeder informed the Commission that they have recommend four applicants for testing. As of the meeting on 2-10-2011 none of the applicants have taken the test. Two of the applicants have been on the list to test for over one year. The commission feels that if the applicant has not taken the test within a one year period after recommendation by them that applicant should be removed from the eligible applicant list. Mr. Reeder said that there is no current time limitations for testing in the code after accepting applicants resume. Mr., Erps and Mr. Lard said that at one time there was a provision for limiting the time allowed to test. Mr. Reeder said he will read through some notes for previous meeting the find any reference to time limitations. Mr. Lard and Mr. Erps. will do the same. If there is no limitation noted Mr. Reeder will research the possibility of an amendment to the code.

Submitted 2-11-2011

Mark Reeder
Electrical Inspector
City of Pekin

WHEREAS, Young Authors is a District-wide program and in its twenty-fifth year in our Pekin Elementary Schools, District No. 108; and

WHEREAS, over 3400 students, kindergarten through eighth grade, have an opportunity to participate and to write their own books; and

WHEREAS, this program entails teachers using District writing assignments and helping students turn those assignments into books, illustrated, laminated, and bound, to give each student a lasting memento; and

WHEREAS, 150 District representatives were chosen for the Young Authors District Conference which is being held in the auditorium at Washington Intermediate School on Monday, March 14, 2011, with the children's books on display; and

WHEREAS, six representatives will be selected to represent District 108 at the State Young Authors Conference at Illinois State University on Saturday, May 21, 2011.

WHEREAS, the staff and parents of District 108 deserve recognition for their many hours of direction and encouragement;

NOW, THEREFORE, BE IT RESOLVED that I, Rusty Dunn, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of March 14th to be

"YOUNG AUTHORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join in paying special recognition to all of our young writers of today.

ADOPTED, this 21st day of February, in the Year of Our Lord, Two Thousand and Eleven.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN

WHEREAS, the American Red Cross Central Illinois Chapter has been recently recognized by the American Red Cross as a Highly Performing Chapter, for being one of the leading chapters in the nation; and

WHEREAS, the Central Illinois Chapter serves a large portion of Downstate Illinois, including Peoria, Tazewell, Woodford, Marshall, Mason, Stark, Champaign, Douglas, Piatt, and Vermilion counties; and

WHEREAS, this month is designated to recognize its volunteers, donors and board members for their contribution to disaster relief, service to the Armed Forces and health education.

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor, City of Pekin, Illinois, do hereby proclaim the month of March as

American Red Cross Month

ADOPTED, this 28th day of February, in the Year of Our Lord, Two Thousand and Eleven.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

WHEREAS, with new laws eradicating distractions behind the wheel, safe driving has been a recent topic in the news; and

WHEREAS, the PCHS Operation Teen Safe Driving Committee has been hard at work bringing the importance of safe and responsible driving to the halls of the high school; and

WHEREAS, this year, Pekin has chosen as one of the few schools in Illinois to participate in OTSD, and effort begun in 2006 aiming to reduce teen driving fatalities after a 16-month period that claimed the lives of fifteen Tazewell County teens; and

WHEREAS, the main foci of the program are seat belt safety, distracted driving, impaired driving, and cell phone use behind the wheel; and

WHEREAS, activities have included a booth at the Pekin Insurance Holiday Tournament, a school spirit week, and hanging posters throughout PCHS; and

WHEREAS, the chosen slogan, "Drive for Tomorrow" goes right along with the main foci of this program. It is our goal to remind individuals to drive responsibly so they may see the next day to come.

NOW, THEREFORE, BE IT RESOLVED that I, **RUSTY L. DUNN**, Mayor, City of Pekin, Illinois, do hereby proclaim the month of March as

"PCHS Operation Teen Safe Driving"

ADOPTED, this 28th day of February, in the Year of Our Lord, Two Thousand and Eleven.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

From: Veronica M Wolgemuth [mailto:veronica.m.wolgemuth.cl1n@statefarm.com]
Sent: Tuesday, February 15, 2011 8:02 AM
To: Gensel, Paula
Subject: Tag Day Approval

The Pekin Lil' Lettes-gold is a fast pitch softball team. We are requesting permission from the City Council to conduct a tag Day on March 26th from 7 am to 2 pm at both McDonalds in Pekin. I have received permission through the management offices of McDonalds to have girls at these locations.

Thank you for your consideration. Please do not hesitate to contact me with any questions.

Veronica Wolgemuth
Pekin Lil' Lettes -gold 14U
(309)212-6697

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted Feb. 18 2011 April Egan
 Address of Organization Susan G. Komen
 Telephone Number ~~309-535-4445~~ 309-535-4445

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

April Egan 22414 CR 2300 N Topeka IL 61567

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: _____

N/A

4. 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:

Setting out donation canisters to help raise my goal of \$2,500 for the 3 day for the Cure in Chicago IL On Aug. 16-17th 2011 100% proceeds go to Susan G Komen

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
<u>Egan</u>	<u>April</u>	<u>A</u>	<u>Dec. 23rd 1977</u>	<u>Dennis Egan, husband</u> <u>Same address as above</u>
<u>The 3 day for the Cure .org (April Egan)</u>				

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": _____

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: _____

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: Feb. 18 2011

SIGNED: April Egan



Mrs. April A Egan

Participant ID: 5716966

Event ID: 1611

**TAX ID NUMBER FOR SUSAN G.
KOMEN FOR THE CURE: 75-1835298**

- Send only one check per donation form and only one donation form per check.
- Please make all checks payable to "Susan G. Komen 3-Day for the Cure[®]" and write the Participant ID number on the memo line.
- All donations are non-refundable and non-transferable.
- All donations are tax deductible to the extent allowed by law.
- Donations cannot be split amongst participants or teams.
- We cannot accept cash donations. Please convert cash to a money order or check.
- We can no longer accept credit card donations via mail. Please visit our website at The3Day.org or call us at 800-996-3DAY to make a donation with a credit card.
- International checks and international money orders are not accepted via mail. Please visit our website at The3Day.org to make an international donation.
- Please mail this donation form and your check by USPS, not via FedEx or other delivery methods.

**PLEASE MAIL THIS FORM
WITH YOUR DONATION TO:**

Susan G. Komen
3-Day for the Cure
PO BOX 660843
Dallas, TX 75266-0843

[illegible][illegible]

LAST NAME (For corporate donations, write company name in the last name field.)

[illegible]

MAILING STREET ADDRESS

--	--	--	--	--

SUITE/APT. NO.

[illegible]

CITY

--	--

STATE

--	--	--	--	--

ZIP

[illegible]**PHONE**[illegible]

DONOR EMAIL ADDRESS (If an email address is provided you will receive a receipt via email. The Susan G. Komen for the Cure® privacy policy is available at komen.org.)

☐ I would like more information about how to apply for a matching gift. ☐ Don't add me to your contact list.

2. CHOOSE YOUR LEVEL OF DONATION.

INSPIRATION: Donation of \$501+

Single payment in full:

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SUPPORTER: Donation of \$100 - \$500

Single payment in full:

--	--	--	--	--

FRIEND: Donation of \$5 - \$99

Single payment in full:

1111

3. ATTACH CHECK

Please remember to attach only one check per donation form.

Contributions to Susan G. Komen for the Cure are tax-deductible to the fullest extent permitted by law. Please check with your personal tax advisor regarding the deductibility of your gift.

CONTACT US: To register or for more information about the 3-Day for the Cure, including state-specific financial disclosures, call 800-996-3DAY or visit The3Day.org.

MATCHING GIFTS: Many companies provide their employees with matching gifts. After you make your donation, visit the Matching Gifts page on The3Day.org to look up the name of your company and get instructions for the matching gifts process.

ABOUT SUSAN G. KOMEN FOR THE CURE: 100% of the Susan G. Komen 3-Day for the Cure net proceeds benefit Susan G. Komen for the Cure and fund innovative global breast cancer research and local community programs supporting education, screening and treatment. Virtually every major advance in the fight against breast cancer in the last 28 years has been impacted by a Komen for the Cure grant. For more information about Komen for the Cure, breast health or breast cancer, visit www.komen.org or call 1-877 GO KOMEN.

BE A HERO—TELL AS MANY WOMEN AS POSSIBLE ABOUT THE LIFESAVING BENEFITS OF EARLY DETECTION AND TREATMENT OF BREAST CANCER.

©2010 Susan G. Komen for the Cure®.

Thank you for supporting the fight to end breast cancer.

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 2-18-2011
 Address of Organization _____
 Telephone Number 309-635-6621
 Name, Address and Telephone Number of person filling out form:
Hori Merritt, 504 Northern Oaks Dr. Brookeland, IL 61535 635-6621
2. Name, Title and Address of Principal Executive Officer of Organization: _____
 _____ NA
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: _____
 _____ NA
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: _____
 _____ NA
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:
Benefit on April 2nd at Knights of Columbus Hall for Rob & Alesia Conover.
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
Merritt	Hori	J		
Watkins	Sara	J.		
Conover Conover	Kelly			
Conover	Jim	D.		
Anderson	Debra	J.		
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

NA

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": _____

NA

9. Do you employ a full-time salaried Executive Director: _____
If YES, give name and business of residence address: _____

NA

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person: _____

NA

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

NA

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: _____

NA

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

DATE: _____

SIGNED: _____

Lori Merritt
2-18-11

RESOLUTION NO. 80-10/11

PEKIN, ILLINOIS, February 28, 2011 19

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of William R. Baker to the Airport Commission to fill the unexpired term of Charles Thomas until the First Monday in May, 2013 is hereby approved.

~~15414 Woodrow Road~~

~~Green Valley, Illinois 61534~~

~~(309) 696-1948 cell~~

bbaker@bmocg.com

SIGNED BY _____

MAYOR.



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

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

Your Name: William R Baker

Your Address: 15414 Woodrow Rd, Green Valley, IL

Your Telephone Number: 309-352-4510

Your E-Mail Address: bbaker@bmocg.com

Your Work Telephone Number: 309-696-1948 Cell

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

Airport Commission

Why are you interested in serving?

Own an airplane hangered at the airport, interested in the welfare and usability of the Pekin Airport, it's ability to improve economic and recreational well being of Pekinites.

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

Forty plus years in management at Caterpillar, owned and operated businesses in the local area and currently working as a continuous improvement consultant with local businesses.

I have travelled to many small airports and observed some good things and some things that are not so good. Our airport can be a much needed connection to more businesses and tourism that is not currently occurring.

What happens next?

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

AIRPORT COMMISSION

3:00 P.M. 2ND WEDNESDAY OF THE MONTH (MUNICIPAL AIRPORT)

FREDRIC WOLDOW
1307 LEE AVENUE
MORTON, ILLINOIS 61550
578-7005
263-5522 TERM ENDS FIRST MONDAY IN MAY, 2013
Woldow_Ric_A@cat.com

WILLIAM R. BAKER
15414 WOODROW ROAD
GREEN VALLEY, ILLINOIS 61534
352-4510
696-1948 (CELL)..... TERM ENDS FIRST MONDAY IN MAY, 2013
bbaker@bmocg.com
grandebill@grics.net

MURRAY J. BRIAN
603 SOUTH 6TH STREET
346-3348 TERM ENDS FIRST MONDAY IN MAY, 2012
mbrian@brianag.com

MICHAEL D. REED
2203 FAHANDERS DRIVE
847-757-8409 (CELL)
319-620-8008..... TERM ENDS FIRST MONDAY IN MAY, 2012
nbumike@gmail.com

ROBERT EHRICH
1400 N. 4TH STREET
347-4394 TERM ENDS FIRST MONDAY IN MAY, 2011

LORI JUSTUS
OPERATIONS
13906 AIRPORT
PEKIN, IL 61554-8400
348-3692 ljjustus@ci.pekin.il.us
www.pekinairport.webs.com

McMillan, Sue

From: Dunn, Rusty
Sent: Tuesday, February 15, 2011 1:54 PM
To: Bill Baker
Cc: McMillan, Sue; Wuellner, Joe
Subject: RE: Airport Commission Application

Bill -- It was great to get your application! Sorry it took a few days to respond to your note. I think you would be a fine addition to the Airport Commission, and will let City Clerk Sue McMillan know that I have approved the application. Sue will make sure you get any necessary background and information ahead of the next meeting. Welcome aboard..

Regards,
Rusty
309/267-2347

From: Bill Baker [mailto:grandebill@grics.net]
Sent: Wed 2/9/2011 7:01 PM
To: Dunn, Rusty
Subject: Airport Commission Application

Dear Mr. Mayor.

I would like to apply for the open seat on the Pekin Airport Commission. I have lived in Pekin, married a Pekin girl and this town is my center. I don't currently live in Pekin but it is still in my heart.

I returned to the Pekin airport to finish getting my private pilots license in 2006. I bought an airplane, placed it in a hangar at Pekin and have been flying from C15 for the last five years. I have been to many of the board meetings and have offered the kind of suggestions that will add value to the airport and consequently to the city of Pekin.

Attached is my application. If you have any questions, please feel free to contact me on my cell at 696-1948.

Thank you for your time.

William R Baker
Vice President
Business Management and Operations, LLC
15414 Woodrow Rd
Green Valley, IL 61534
309-696-1948 Cell
bbaker@bmocg.com

2/18/2011

RESOLUTION NO. 81-10/11

PEKIN, ILLINOIS, February 28, 2011 19

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of Nancy J. Healy to the Mayor's Advisory Committee for

Persons with Disabilities to fill a vacancy until the First Monday in May 2013

is hereby approved.

~~1505 Terrace Blvd.~~

~~Pekin, Illinois 61554~~

~~(309) 642-6490 cell~~

nbh1505@gmail.com

SIGNED BY _____

MAYOR.



City of Pekin

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

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

Your Name: Nancy J. Healy

Your Address: 1505 Terrace Blvd., Pekin, IL 61554

Your Telephone Number: 309-642-6490

Your E-Mail Address: nbh1505@gmail.com

Your Work Telephone Number: NA

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

Advisory Committee for Persons with Disabilities

Why are you interested in serving?

I lived the past 3 years in a nursing home and through the help of Advocates for Access I am now back in my home in Pekin. I was diagnosed with Multiple Sclerosis over 30 years ago and would bring a unique experience to this committee - one of being self-sufficient 8 years ago, then entering the nursing home and now being re-introduced to the community and searching for new ways to again find that self-sufficiency.

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

Prior to becoming disabled, I worked as a legal secretary for a major corporation, was a secretary for the City of Lafayette, Colorado as well as the Tazewell County Health Dept.

What happens next?

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

**MAYOR'S ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES**

**4:00 P.M. 2ND THURSDAY OF EVERY OTHER MONTH
AUGUST, OCTOBER, DECEMBER, FEBRUARY, APRIL, JUNE
TERMS END FIRST MONDAY IN MAY, 2011**

MAYOR EX-OFFICIO

JAMES KOLZOW
124 BELOIT ROAD MARQUETTE HEIGHTS
202-8299 (home) james.kolzow@illinois.gov
353-5996 (work)

CHRISTOPHER MESKIMAN
1010 BLACK STREET
346-8145 joeym@internetspeech.com

LIBBY HOLBROOK
21310 IL RT 9 TREMONT
347-7148 (home) libby@tcrorg.com

TERMS END FIRST MONDAY IN MAY, 2012

JIM DEFORD
1837 PARKFIELD DRIVE
347-1751

PERRY MARTIN
600 PRINCE STREET
241-4861

VACANCY

TERMS END FIRST MONDAY IN MAY, 2013

TAMMY HELM
1707 CRESCENT DRIVE
682-3500 (work) thelm@advocatesforaccess.com
353-4356 (home)

ROY DAVIS
1814 VALENCIA PLACE
346-0544 (home)

NANCY J. HEALY
1505 TERRACE BLVD.
642-6490 (cell)
nbh1505@gmail.com

February 9, 2011

Mayor Rusty Dunn
Pekin City Hall
111 S. Capitol St.
Pekin, IL 61554

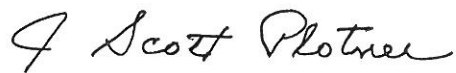
Dear Mayor Dunn:

Please accept my resignation from the Pekin Planning Commission effective February 10, 2011.

While I've enjoyed serving on the Commission, I feel my knowledge and experience would be better served in a different capacity.

Thank you for giving me the opportunity to serve the City of Pekin. Please contact me if you feel I can serve in another capacity.

Sincerely,

A handwritten signature in cursive script that reads "J Scott Plotner".

J. Scott Plotner
1701 Hope Ct.
Pekin, IL 61554
(309) 353-3881

RESOLUTION NO. 82-10/11
***A RESOLUTION REGARDING MINUTES
OF EXECUTIVE SESSION MEETINGS OF
THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS***

WHEREAS, the City Council of the City of Pekin has met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, the City Council of the City of Pekin, pursuant to the provisions of Illinois Compiled Statutes, Chapter 5, Section 120/2.06 (c), has reviewed unreleased minutes of all its closed sessions; and

WHEREAS, certain minutes of executive meetings of the City Council of the City of Pekin are hereby released and placed on file in the office of the City Clerk of the City of Pekin and that said minutes are available to the public after March 1, 2011 and

WHEREAS, the minutes of executive meetings of the City Council of the City of Pekin not released are retained in order to protect the public interest or the privacy of an individual as confidential; and

WHEREAS, the minutes of executive session meetings of the City Council of the City of Pekin prior to February 28, 2011 have been approved by the City Council of the City of Pekin; and

WHEREAS, pursuant to Section 2.06 (c) of the Open Meetings Act, the Clerk of the City of Pekin is further authorized to destroy the verbatim records of closed meetings that have occurred more than eighteen (18) months from date of this Resolution.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 28th day of February 2011.

Mayor

ATTEST:

City Clerk

Pekin Planning Commission Minutes

February 9, 2011

Present:

Dick Cohenour
Jim Bradshaw
Don Hild, Chairman Pro-Temp
Daryl Dagit
Scott Plotner, Vice Chairman

Absent:

Jim Jones
Ron Knautz
Bill Craig, Chairman
Steve Huey

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

Staff Present: Ron Sieh, Joe Wuellner and Attorney Sue Bosich

Chairman Pro-Temp Don Hild, asked for the approval of the Agenda.

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

Chairman Pro-Temp Don Hild asked for the Approval of the December 8, 2010 minutes.

MOTION by Jim Bradshaw, Seconded by Dick Cohenour to Approve the December 8, 2010 minutes as presented. On roll call vote, (4) Four present voted **AYE**. (1) One present (Daryl Dagit, was not present at the December meeting) **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

December 13, 2010 Council Meeting:

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

Approved the following recommendations for Hearings:

Hearing #10-1806 / To Approve the Special Use Request for a Cell Tower located at 3000 Court Street.

PPC Correspondence: (1) One correspondence. Scott Plotner presented and read his letter of resignation from the Pekin Planning Commission, effective February 10, 2011.

Application #1: Marvin Spiczka, Owner

Hearing #1(11-1826 & 11-1827): Preliminary Plat and R-2 Zoning Assignment for Deerfield Estates Section 6a & 6b, Pending Final Annexation with a Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:42PM

Marvin Spiczka, 817 Deerfield Rd, Pekin presented his case and remained for questions. He also shared the water companies' desires for the layout of water

lines.

Jim Bradshaw asked if the water companies request effects what is being considered by the Pekin Planning Commission.

Joe Wuellner said yes, the consideration will effect how the utilities are installed and the design of the Petri Lane extension.

Ron Sieh also stated part of the reviewing of the Preliminary Plat is the looping of the water lines.

Close Public Hearing: 6:47PM

Subdivision Plat Review Committee:
Steve Huey, Chairman

In the absence of Chairman Steve Huey, Chairman Pro-Temp Don Hild called for the question and possible discussion.

Motion by Dick Cohenour, seconded by Scott Plotner to Approve the Preliminary Plat as presented for Deerfield 6a & 6b, Pending Final Annexation. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Re-Zoning Review Committee:
Dick Cohenour, Chairman

Chairman Dick Cohenour stated there was no Sub-Committee meeting and followed With his recommendation.

Daryl Dagit asked if the staff was comfortable with the water run off.

Joe Wuellner stated he would be discussing in detail with Marvin Spiczka about underground retention with overflow running into the cities storm sewer system.

Motion by Dick Cohenour, seconded by Jim Bradshaw to Approve the R-2 Zoning Assignment for Deerfield 6a & 6b, Pending Final Annexation. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

Application #2: City of Pekin

Hearing #2(11-1828): Amendment to the following Code:

9-10-8-H-4b & 9-10-8-H-9c
Definition
Amending Sign Code

Open Public Hearing: 6:54PM

Close Public Hearing: 6:54PM

Ron Sieh stated the purpose for the change is to bring our code up to State

Code regarding Political Signs in Residential yards.

Ordinance Change Review Committee:
Don Hild, Chairman

Motion by Dick Cohenour, seconded by Daryl Dagit to Approve the Amendment as presented. On Roll Call Vote. (4) Four Present Voted **AYE**. (1) One Present (Don Hild, no reason) Voted **NAYE**. **Motion Approved**

Motion by Jim Bradshaw seconded by Dick Cohenour to Adjourn the meeting. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**

Meeting adjourned at 7:03PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
February 9, 2011

HEARING #11-1826

The Pekin Planning Commission recommends the Approval of the Preliminary Plat for Deerfield Estates Section 6a & 6b as described in Exhibit "A", Pending Final Annexation in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
February 9, 2011

HEARING #11-1827

The Pekin Planning Commission recommends the Approval of the R-2 (Single Family Residential) Zoning Assignment for Deerfield Estates Section 6a & 6b as described in Exhibit "A", Pending Final Annexation in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
February 9, 2011

HEARING #11-1828

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

9-10-8-H-4b & 9-10-8-H-9c
Definition
Amending Sign Code

to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on February 28, 2011 at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of hearing support or opposition to the Amendment to the City of Pekin Comprehensive Plan South Industrial Study Area.

Copies of the Amendment to the City of Pekin Comprehensive Plan are on file in the Office of the City Clerk.

All persons having an interest therein may appear to be heard or may file comments concerning the proposed Ordinance to adopt the Amendment to the Comprehensive Plan.

DATED at Pekin, Illinois, February 8, 2011

SUE E. MCMILLAN
CITY CLERK

PEKIN DAILY TIMES

PO BOX 430
PEKIN IL 61555

(309) 346-1111

02/2011

CITY OF PEKIN

23 Total Amount Due		*Unapplied Amount		3 Terms of Payment	
42.63					
Current Net Amount Due		22 30 Days		60 Days	
.00		.00		.00	
4		5 Billing Date		6 Billed Account Number	
1		02/11/11		4564	
				7 Advertiser/Client Number	
				4564	

Advertising Invoice

8 Billed Account Name and Address	
CITY OF PEKIN CITY CLERK: SUE MCMILLAN 111 S CAPITOL STREET PEKIN IL 61554	

THANK YOU FOR ADVERTISING

10 Date	11 Newspaper Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
02/08	375495	157667 LEGAL NOTICE LEGA	1X 43.00	1		
	LEGAL	08	43.00	0.875	37.63	37.63
02/08	375495	LEGAL AFFADAVIT	1X 43.00	1		
	AFF	08		0.000	5.00	5.00

Vendor No. 10794
 G/L Coding 100-004-5-510-00
 Dept. Head Approval sm 2/14/11
 Acct. Dept. Approval _____
 Project No. _____
Comp Plan

Please Detach and Return this Stub with your Remittance

PEKIN DAILY TIMES

(309) 346-1111

Amount Paid _____

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		42.63

24 Invoice Number	25 Advertiser Information
101191	1 Billing Period 02/2011 6 Billed Account Number 4564 7 Advertiser/Client Number 4564 2 Advertiser/Client Name CITY OF PEKIN

30100000000045640000000000000000426300000042637

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, February 8 2011

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published _____ times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 8 day of February 2011 in the City of Pekin, Tazewell County, State of Illinois; that publication of said notice was made in said newspaper as follows;

the first on the 8 day of February 2011 ;
the second on the _____ day of _____ 20____ ;
the third on the _____ day of _____ 20____ ;
the fourth on the _____ day of _____ 20____ ;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 37.43
Posters, Slips \$ 5.00
Total \$ 42.43

By Felicia Canamere

Comp Plan Amendment

157667

LEGAL NOTICE

LEGAL NOTICE
NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on February 28, 2011 at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of hearing support or opposition to the Amendment to the City of Pekin Comprehensive Plan South Industrial Study Area.

Copies of the Amendment to the City of Pekin Comprehensive Plan are on file in the Office of the City Clerk.

All persons having an interest therein may appear to be heard or may file comments concerning the proposed Ordinance to adopt the Amendment to the Comprehensive Plan.

DATED at Pekin, Illinois, February 8, 2011

SUE E. MCMILLAN
CITY CLERK
157667

2/8

CITY OF PEKIN

ORDINANCE NO. 2635-10/11

**AN ORDINANCE ADOPTING THE AMENDMENT TO THE CITY OF PEKIN
COMPREHENSIVE PLAN**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 28TH DAY OF FEBRUARY, 2011**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 28TH DAY OF FEBRUARY, 2011**

**EFFECTIVE MARCH 11, 2011
TEN DAYS AFTER FILING WITH CLERKS
OF PEORIA AND TAZEWELL COUNTIES**

ORDINANCE NO. 2635-10/11

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE CITY OF PEKIN
COMPREHENSIVE PLAN**

WHEREAS, the City of Pekin has re-evaluated the City of Pekin Comprehensive Plan (The 2006 Comprehensive Plan Update) in light of current and anticipated conditions in and near the City of Pekin;

WHEREAS, as a result of that re-evaluation, an amendment was presented to the comprehensive plan, a copy of which is attached hereto and labeled as "Exhibit A"; and

WHEREAS, an amendment was submitted to the Pekin Planning Commission on October 13, 2010; and

WHEREAS, the Planning Commission voted to recommend approval of the Amendment to the City of Pekin Comprehensive Plan by the City Council; and

WHEREAS, the City Council received and approved a recommendation of the Amendment to the City of Pekin Comprehensive Plan at the regular meeting of the City Council on October 25, 2010; and

WHEREAS, after due notice in the manner prescribed by statute, on February 28, 2011 at 5:30 p.m., the Pekin City Council conducted a public hearing on the Amendment to the City of Pekin Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Pekin that the Amendment to the City of Pekin Comprehensive Plan Update be adopted:

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

Section 1. The recitations hereinabove set forth are found to be true and factual and are incorporated herein by reference thereto.

Section 2. The Amendment to the City of Pekin Comprehensive Plan is hereby adopted.

Section 3. The City Clerk is hereby authorized and directed to file notice of the adoption of the Amendment to the City of Pekin Comprehensive Plan with the office of the Tazewell County and Peoria County Recorder of Deeds. The Amendment to the City of Pekin Comprehensive Plan shall be effective ten (10) days after the date such notice is filed.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinances, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner proved by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2011; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, _____.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 28TH DAY OF FEBRUARY, 2011 ADOPTED ORDINANCE NO. 2635 -10/11 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

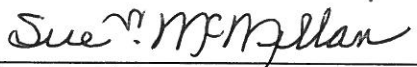
GIVEN UNDER MY HAND AND SEAL THIS 28th DAY OF February, 2011.

(SEAL)

Sue E. McMillan
SUE E. MCMILLAN
CITY CLERK

**Notice of Adoption of the
Amendment to the City of Pekin Comprehensive Plan
Pekin, Illinois**

PLEASE TAKE NOTICE that the City of Pekin adopted an "Amendment to the City of Pekin Comprehensive Plan for the South Industrial Study Area" at a regular meeting of the Pekin City Council on February 28, 2011. Attached to this notice is a certified copy of the Ordinance No. 2635-10/11 adopting the aforementioned amendment to the Comprehensive Plan.


Sue E. McMillan, City Clerk

I, Sue E. McMillan, City Clerk of the City of Pekin certify that on the 1st day of March, 2011, I caused to be recorded the original of this notice and the above referenced ordinance with the Tazewell County Recorder.


Sue E. McMillan, City Clerk

AMENDMENT TO THE CITY OF PEKIN COMPREHENSIVE PLAN

South Industrial Study Area

November 11, 2009

Prepared by:

PGAVURBANCONSULTING
ST. LOUIS, MO ♦ KANSAS CITY, MO

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SECTION I

INTRODUCTION

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

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

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

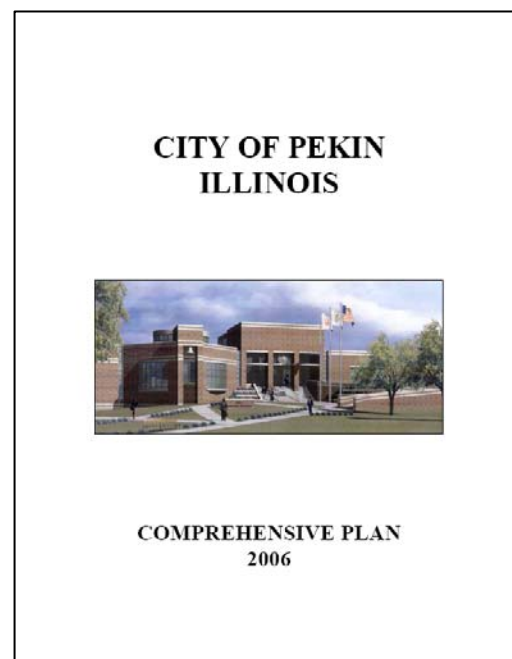


Figure 1. Cover of 2006 Comprehensive Plan.



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

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

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

Purpose of Planning and Zoning

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

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

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

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

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

Exhibit A

SUMMARY OF PLANNING AND ZONING

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

SECTION II

LAND USE PLAN

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

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

Land Use Recommendations

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

Industrial

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

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

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

Planned Industrial/Business Park

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

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

Commercial/Industrial

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

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

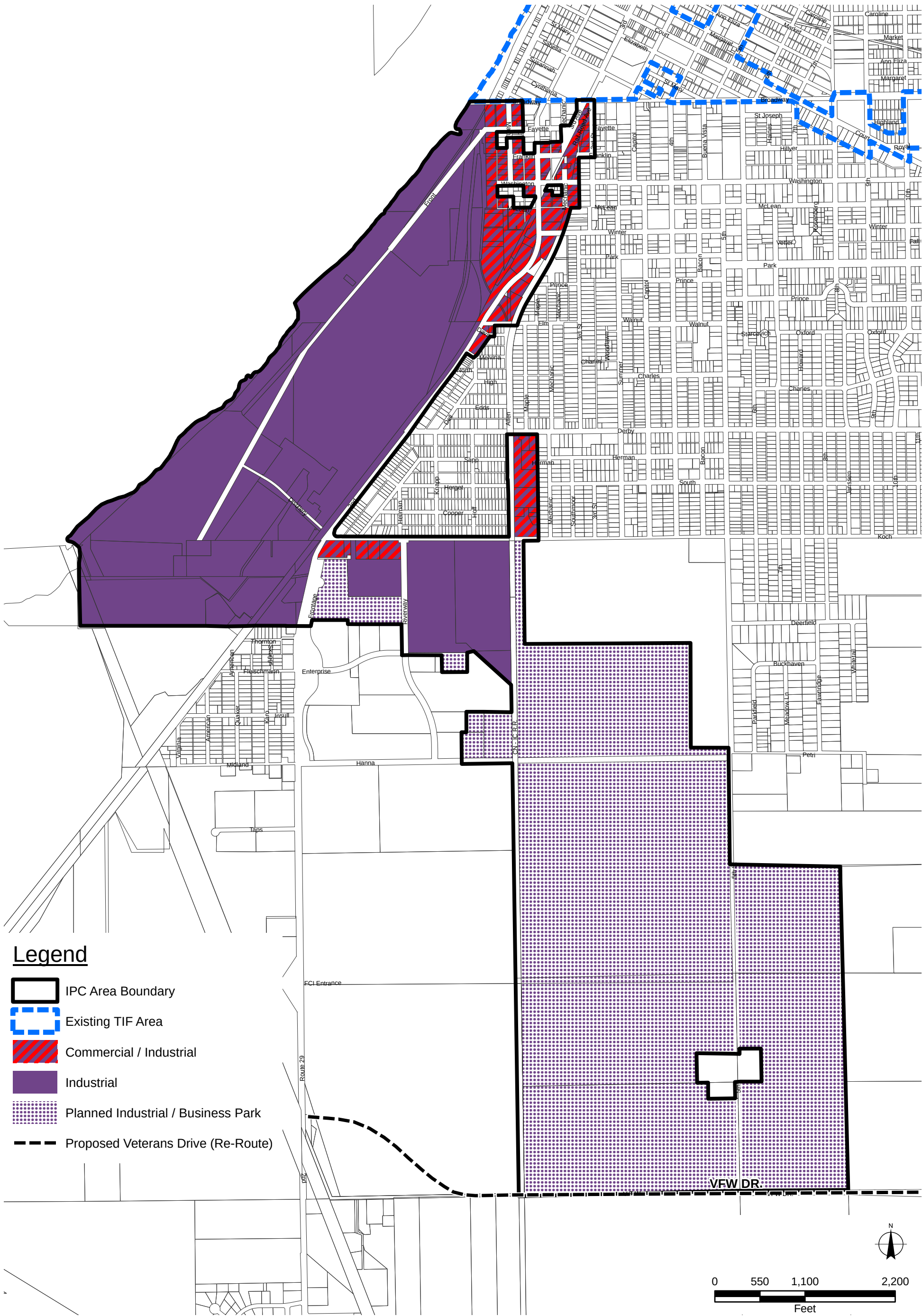
Non-conforming Situations

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

Implementation

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

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



CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 28TH DAY OF FEBRUARY, 2011 ADOPTED ORDINANCE NO. _____-10/11 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2011.

(SEAL)

SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Deerfield 6A & 6B Preliminary Plat and Zoning assignment pending annexation

AGENDA DATE REQUESTED: February 28, 2011

ACTION REQUESTED: Approve the recommendations from the Pekin Planning Commission

DESCRIPTION: This will be the 6th addition to the Deerfield subdivision including 28 new single family residential lots with all required infrastructure and the beginning of a new street with the final tie-in of Whitetail Lane to the new Petri Road extension.

FINANCIAL IMPACT: City will have no financial responsibility for any improvements in this sub-division for 5 years.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Added property tax revenue

IMPACT IF DENIED: Subdivision would not be extended

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

☐ **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.

✓ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

✓ **A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.

☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director:

Date: March 14, 2011

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

ORDINANCE NO. 1568-A185 – 10/11

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

WHEREAS, SPICZKA CONSTRUCTION, LLC, an Illinois Limited Liability Company, 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 County R-1 (Single Family Residential) to R-2 (Single Family Residential); and

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 January 19, 2011, in the Peoria Journal Star; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on February 9, 2011, 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 R-2 (Single Family Residential):

(SEE ATTACHED EXHIBIT “A”)

Part of PIN # 10-10-11-105-028 and
Part of PIN # 10-10-11-105-030

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 28th day of February 2011 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

DEERFIELD ESTATES SECTION 6A DESCRIPTION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 00°-52'-35" WEST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, SAID LINE ALSO BEING THE EAST LINE OF DEERFIELD ESTATES SECTION 4, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

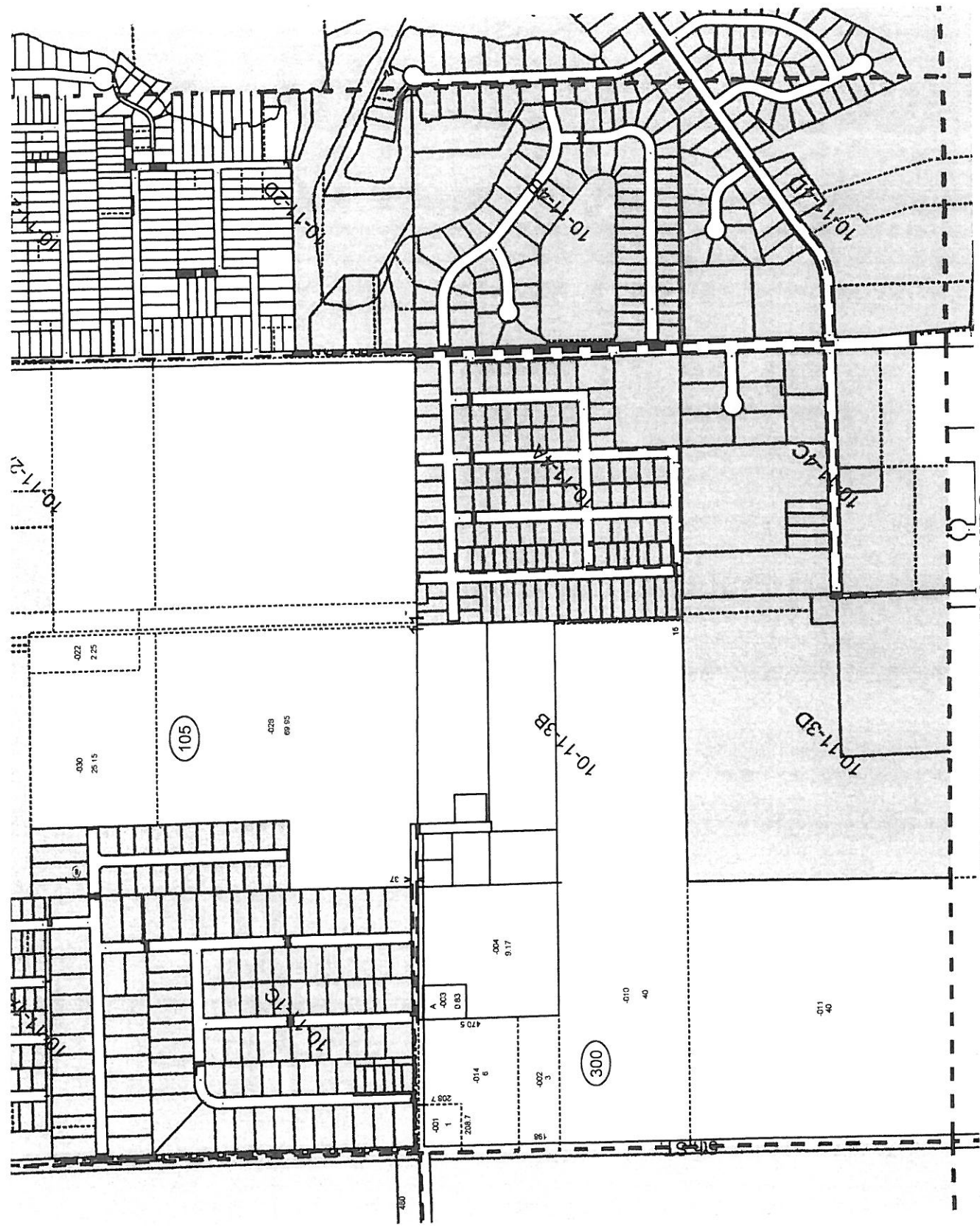
FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 00°-52'-35" WEST, ALONG SAID WEST LINE AND THE EAST LINE OF DEERFIELD ESTATES SECTION 4, A DISTANCE OF 578.17 FEET TO THE SOUTHWEST CORNER OF LOT 105 IN DEERFIELD ESTATES SECTION 5, BEING A SUBDIVISION IN PART OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 89°-03'-30" EAST, ALONG THE SOUTH LINE OF SAID DEERFIELD ESTATES SECTION 5, A DISTANCE OF 344.00 FEET TO THE SOUTHEAST CORNER OF LOT 132 IN SAID DEERFIELD ESTATES SECTION 4; THENCE SOUTH 00°-52'-35" EAST, PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 624.29 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 89°-25'-27" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 29.97 FEET; THENCE NORTH 00°-45'-29" WEST, A DISTANCE OF 37.01 FEET TO THE NORTH RIGHT OF WAY LINE OF PETRIE LANE; THENCE NORTH 89°-25'-27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 314.22 FEET TO THE POINT OF BEGINNING, CONTAINING 4.627 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD

DEERFIELD ESTATES SECTION 6B DESCRIPTION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 128 IN DEERFIELD ESTATES, SECTION 5, BEING A SUBDIVISION IN PART OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, SAID POINT ALSO BEING ON THE EAST LINE OF SAID DEERFIELD ESTATES SECTION 5 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 00°-52'-35" WEST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG SAID EAST LINE OF DEERFIELD ESTATES SECTION 5, A DISTANCE OF 714.00 FEET TO THE SOUTHEAST CORNER OF LOT 120 IN SAID DEERFIELD ESTATES SECTION 5, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF DEERFIELD DRIVE; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 136.00 FEET; THENCE NORTH 44°-03'-30" EAST, A DISTANCE OF 21.21 FEET; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00°-56'-30" EAST, A DISTANCE OF 56.75 FEET; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°-56'-30" EAST, A DISTANCE OF 672.25 FEET; THENCE SOUTH 89°-03'-30" WEST, A DISTANCE OF 355.81 FEET TO THE POINT OF BEGINNING, CONTAINING 5.703 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD



CINCINNATI & PEKIN TOWNSHIPS.
SECS. 2 & 11 T.24N. R.05W.

C-1

C-2

CITY

CONS

I-1

I-2

MULTI-ZONE

R-1

R-2

R-R

10-K

10-L

10-M

10-F

04-S

10-K	10-D	10-M	10-F	04-S
10-L				

COPYRIGHT 2009
TAZEWELL CO.

SCALE 1" = 700'

10-E

CERTIFICATE

I, SUE E. MCMILLAN, CITY CLERK IN AND FOR THE CITY OF PEKIN, IN THE COUNTIES OF TAZEWELL AND PEORIA, IN THE STATE OF ILLINOIS, AND KEEPER OF THE RECORDS AND FILES THEREOF, AS PROVIDED BY STATUTE, DO HEREBY CERTIFY THE ATTACHED TO BE A TRUE, PERFECT AND COMPLETE COPY OF ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON _____.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2011.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

RESOLUTION NO. 83 - 10/11

PEKIN, ILLINOIS, February 28, 2011 19

RESOLUTION BY COMMISSIONER

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

The Preliminary Plat of Deerfield Estates Sections 6A & 6B Subdivision

is hereby approved.

SIGNED BY

MAYOR.

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name Deerfield # 6A & 6B

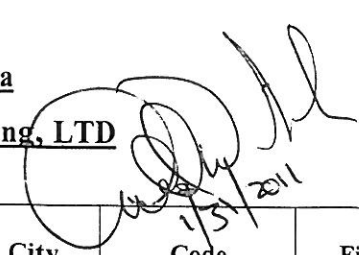
Developer/Owner Marvin Spiczka

Developer Address 817 Deerfield Drive

Developer Phone # (309)613-0435

Developer Contact Person Marvin Spiczka

Engineer/Architect Christopher Burke Engineering, LTD



Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
A. IDENTIFICATION AND DESCRIPTION 10-4-4					
1.	Legal Description A	OK		Shown	
2.	Subdivider (Proprietor Status) & Engineer	OK		Shown	
3.	1"=100' Minimum Acceptable Scale	OK		OK	
4.	Date and North Arrow	OK		Shown	
B. Existing Conditions 402.4 10-4-4-D					
1.	Location Map (not less than 1"=1,000')	OK		Shown	
2.	Boundary Survey, Dimension, Section and Corporation Lines	OK		Shown	
3.	Property Lines of Adjacent Tracts & Zoning Classification	OK		Shown	
4.	Existing Platted Street (location, width and names)	OK		Shown	
5.	Location of Existing Underground Utilities (i.e. sewers and water mains)	OK		Shown	
6.	Creeks or Surface Drains with 500' and Statement on Drainage Areas	N/A		None	
7.	Contour Interval of not more than 2'	OK		Shown	
8.	Wetlands	N/A		N/A	
9.	Floodplain	N/A		N/A	
10.	Mines	N/A		N/A	
C. General Planning Considerations 10-4-2 A thru E					
1.	Zoning Classification Request	R-2		R-2	
2.	Schools, Open Space	N/A		None	
3.	Relationship to Major Thoroughfares	OK		Shown/ Petri extension	
4.	Master Plan or Other Plan Conformity	OK		Yes	

5.	Preservation of Natural Features	OK		Yes/ tree line	
D. Proposed Conditions 10-4-4-E					
1.	Street Names, ROW and Connections	OK		Shown	
2.	Lot Layout, Dimension, Number and Setbacks	OK		Shown	
3.	Lots for Public or Common Use	N/A		None	
4.	"Excepted" Parcels on Plat	N/A		None	
5.	Sewage Disposal System Indication	OK		Shown	
6.	Water Supply System Indication	OK		Shown	
7.	Storm Drainage and Retention Indication	OK		Underground	
				Typical for this sub- division	
8.	General Layout of Overall Plan	OK			
9.	Certificates	OK		Shown	

Code Enforcement Comments: Sub-division is typical for the overall conceptual plan.

Public Works Comments: Developer has worked hard with us to come up with a stormwater retention method. Layout follows existing subdivision and will continue the development in a consistent manner. Joe

City Engineer Comments:

Fire Chief Comments: Plot Fire Hydrants on larger blueprints, based on copies received.
Chief Nelson

Other Comments:



City of Pekin

To: Christopher B. Burke Engineering, LTD
202 NE Madison, Suite 301
Peoria, IL 61602

Re: Deerfield Estates Section 6 Subdivision Pekin, Illinois

From: Kurt Nelson
Fire Chief
City of Pekin

Dear Burke Engineering LTD,

The Pekin Fire Department has reviewed the site plat containing Deerfield Estates Section 6 Subdivision. All fire hydrants appear to be located in the correct location.
If you should have additional questions you can reach our office 309-477-2388.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Nelson", is written over a horizontal line.

Kurt Nelson

EXHIBIT "A"

DEERFIELD ESTATES SECTION 6A DESCRIPTION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 00°-52'-35" WEST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, SAID LINE ALSO BEING THE EAST LINE OF DEERFIELD ESTATES SECTION 4, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 00°-52'-35" WEST, ALONG SAID WEST LINE AND THE EAST LINE OF DEERFIELD ESTATES SECTION 4, A DISTANCE OF 578.17 FEET TO THE SOUTHWEST CORNER OF LOT 105 IN DEERFIELD ESTATES SECTION 5, BEING A SUBDIVISION IN PART OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 89°-03'-30" EAST, ALONG THE SOUTH LINE OF SAID DEERFIELD ESTATES SECTION 5, A DISTANCE OF 344.00 FEET TO THE SOUTHEAST CORNER OF LOT 132 IN SAID DEERFIELD ESTATES SECTION 4; THENCE SOUTH 00°-52'-35" EAST, PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 624.29 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 89°-25'-27" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 29.97 FEET; THENCE NORTH 00°-45'-29" WEST, A DISTANCE OF 37.01 FEET TO THE NORTH RIGHT OF WAY LINE OF PETRIE LANE; THENCE NORTH 89°-25'-27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 314.22 FEET TO THE POINT OF BEGINNING, CONTAINING 4.627 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD

DEERFIELD ESTATES SECTION 6B DESCRIPTION

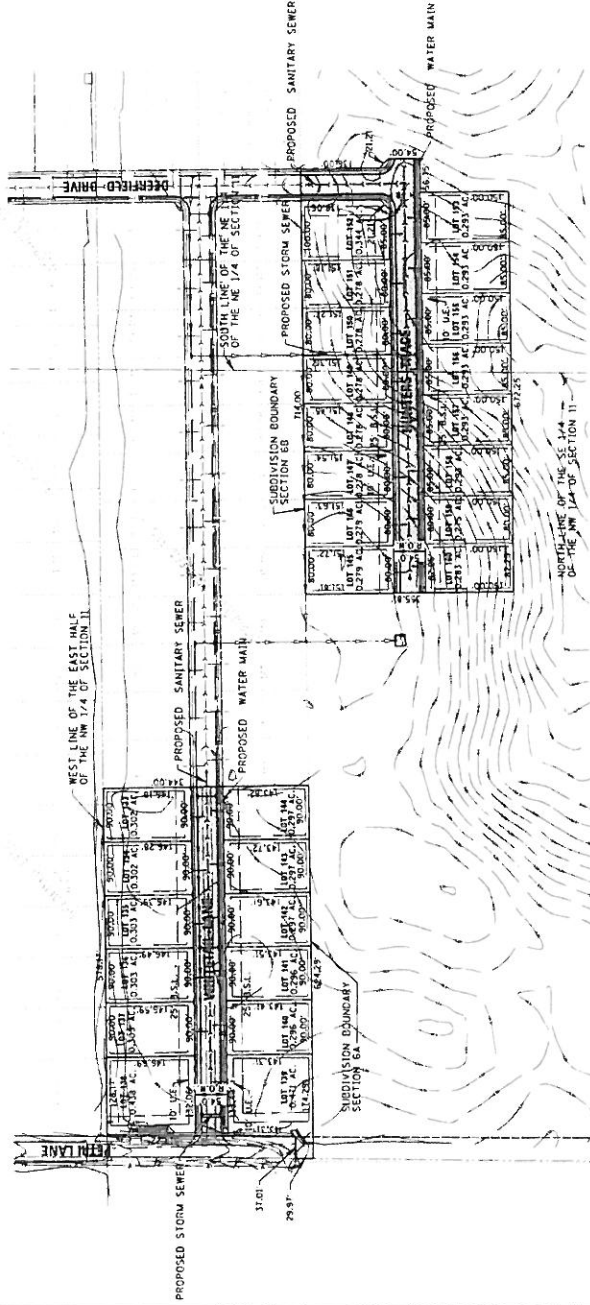
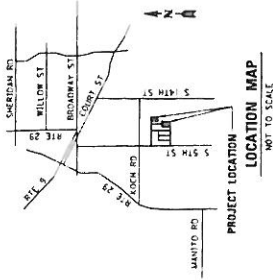
PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 128 IN DEERFIELD ESTATES, SECTION 5, BEING A SUBDIVISION IN PART OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, SAID POINT ALSO BEING ON THE EAST LINE OF SAID DEERFIELD ESTATES SECTION 5 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 00°-52'-35" WEST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG SAID EAST LINE OF DEERFIELD ESTATES SECTION 5, A DISTANCE OF 714.00 FEET TO THE SOUTHEAST CORNER OF LOT 120 IN SAID DEERFIELD ESTATES SECTION 5, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF DEERFIELD DRIVE; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 136.00 FEET; THENCE NORTH 44°-03'-30" EAST, A DISTANCE OF 21.21 FEET; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00°-56'-30" EAST, A DISTANCE OF 56.75 FEET; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°-56'-30" EAST, A DISTANCE OF 672.25 FEET; THENCE SOUTH 89°-03'-30" WEST, A DISTANCE OF 355.81 FEET TO THE POINT OF BEGINNING, CONTAINING 5.703 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD

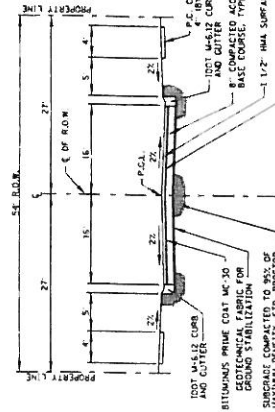
PRELIMINARY PLAT FOR DEERFIELD ESTATES SECTIONS 6A AND 6B SUBDIVISION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24-NORTH,
RANGE 5-WEST OF THE 6TH MERIDIAN, DEERFIELD COUNTY, ILLINOIS.
TOTAL AREA SECTION 6A: 4.621 ACRES
TOTAL AREA SECTION 6B: 5.703 ACRES



LEGEND

PROPOSED SANITARY SEWER	U.E.	UTILITY EASEMENT
PROPOSED STORM SEWER	---	SUBDIVISION BOUNDARY
PROPOSED WATER MAIN	---	BUILDING SETBACK LINE
EXISTING SANITARY SEWER	---	EXISTING CONTOUR
EXISTING WATER MAIN	---	EXISTING SANITARY MANHOLE
PROPOSED R.O.W. LINE	---	EXISTING FIRE HYDRANT
PROPOSED LOT LINE	---	PROPOSED SANITARY MANHOLE
EXISTING LOT LINE	---	PROPOSED FIRE HYDRANT
PROPOSED EASEMENT LINE	---	CURB INLET
R.O.W. RIGHT-OF-WAY	---	BUILDING SETBACK LINE



TYPICAL ROADWAY SECTION

CB
B
CHRISTOPHER B. BURKE ENGINEERING, LTD.
202 NE Madison Avenue, Suite 301
Peoria, Illinois 61602
(309) 676-9000

CLIENT:

MARVIN SPICZKA
817 DEERFIELD DRIVE
PEKIN, ILLINOIS 61554

TITLE:

**DEERFIELD ESTATES SECTIONS 6A & 6B
PRELIMINARY PLAT
PEKIN, ILLINOIS**

PROJ. NO. 10-501
DATE 12-13-10
BY 1
DRAWING NO. PPL-1

STATE OF ILLINOIS
COUNTY OF TAZEWELL
CITY OF PEKIN, ILLINOIS
6A & 6B Subdivision was approved.

City Clerk

GENERAL NOTES

- OWNER & DEVELOPER
MARVIN SPICZKA
817 DEERFIELD DRIVE
PEKIN, ILLINOIS 61554
(309) 613-0435
- ENGINEER
DAVID A. WRIGHT, P.E.
CHRISTOPHER B. BURKE ENGINEERING, LTD.
202 NE MADISON AVENUE, SUITE 301
PEORIA, ILLINOIS 61602
(309) 676-9000
- LAND SURVEYOR
CHRISTOPHER B. BURKE
CHRISTOPHER B. BURKE ENGINEERING, LTD.
202 NE MADISON AVENUE, SUITE 301
PEORIA, ILLINOIS 61602
(309) 676-9000
- 10' UTILITY EASEMENTS SHALL BE PROVIDED ON FRONT, REAR LOT LINES.
- 5' FRONT YARD BUILDING SETBACK LINE SHALL BE 25' REAR YARD BUILDING SETBACK LINE SHALL BE 35'.
- DRAINAGE, STORM AND SANITARY SEWER EASEMENTS SHALL BE PROVIDED WITH SUFFICIENT WIDTH FOR MAINTENANCE AND STORM WATER CONVEYANCE.
- EXISTING CONTOURS ARE BASED ON FIELD TOPO.
- EXISTING ZONING COUNTY AG, PROPOSED ZONING R-2



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Zoning Code Change for political signs

AGENDA DATE REQUESTED: February 28, 2011

ACTION REQUESTED: Approve recommendation from the Pekin Planning Commission

DESCRIPTION: Per the new State Law effective January 1, 2011, political signs can be displayed year round in residential areas with no time limitations.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: Aesthetics and character of neighborhoods will be affected.

IMPACT IF APPROVED: Required per State Law

IMPACT IF DENIED: Required by State Law

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director:

Date: February 14, 2011

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

CITY OF PEKIN

ORDINANCE NO. 2636-10/11

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 10, SECTION 8.H. 4. (b.) AND
TITLE 9, CHAPTER 10, SECTION 8. H. 9. (c.)
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING POLITICAL SIGNS**

PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 28TH DAY OF FEBRUARY 2011

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 28TH DAY OF FEBRUARY 2011

EFFECTIVE MARCH 10, 2011

ORDINANCE NO. 2636-OA – 10/11

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 10, SECTION 8. H. 4. (b.) AND
TITLE 9, CHAPTER 10, SECTION 8. H. 9. (c.)
OF THE ZONING CODE OF THE CITY OF PEKIN 1995
REGARDING POLITICAL SIGNS**

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 Council has determined that pursuant to Public Act 96-0904 no home rule municipality may prohibit the display of outdoor political campaign signs on residential property during any period of time; and

WHEREAS, the Pekin Planning Commission conducted a public hearing on February 9, 2011 regarding changes to the zoning code; and

WHEREAS, the Pekin Planning Commission recommended changes to the zoning code; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code to delete language from the zoning code; and

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

1. That Title 9, Chapter 10, Section 8. H. 4. be amended by deleting the following:
 - (b) Signs advertising for or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.
2. That Title 9, Chapter 10, Section 8. H. 4. be amended by adding a new subsection
(b.) as follows:
 - (b) Signs advertising for or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side.
3. That Title 9, Chapter 10, Section 8. H. 9. be amended by deleting the following:
 - (c) Signs advertising for, or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any signs(s) be placed not sooner than (90) days prior to, and be removed not more than fifteen (15) days following, the day of the election for the office being advertised.
4. That Title 9, Chapter 10, Section 8. H. 9. be amended by adding a new subsection
(c.) as follows:
 - (c) Signs advertising for, or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side.

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 _____, 2011; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2011.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 28TH DAY OF FEBRUARY 2011, ADOPTED ORDINANCE NO. 2636-OA-10/11 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2011.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

H. Portable Sign:

1. Definition: A portable sign is any sign that is not permanently anchored to a building, or to a structure, or permanently anchored in the ground and set in concrete to withstand seventy (70) mile per hour winds. Banners are portable signs.
2. Permits: No portable signs shall be displayed without a permit; provided however, that the following shall not require a permit:
 - (a) any banner thirty-two (32) square feet in area or less, per side; and
 - (b) all other portable signs twelve (12) square feet in area or less, per side.
3. Duration: portable signs shall be licensed as temporary signs for periods not to exceed twenty-one (21) days. Each property is limited to six (6) portable sign permits within a calendar year. The effective date of a permit must be at least thirty days after the expiration of the most recent prior permit.
4. Size Limitation:
 - (a) Portable signs shall not exceed thirty-two (32) square feet in area per side.
 - (b) Signs advertising for or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side ~~and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.~~
Ord. No. 2636-OA-10/11 02-28-11)
5. Safety: Portable signs shall meet the following safety standards:
 - (a) A portable sign shall not obstruct parking places or automobile or pedestrian travel lanes;
 - (b) A portable sign shall not be located so as to obstruct traffic vision;
 - (c) Any lighting of a portable sign must be of a type that cannot be confused with traffic controls and will not cause vehicle drivers to be distracted.
 - (d) Any electrical connections shall be in accordance with all City Codes and shall not be exposed in any way which will constitute a safety hazard.
6. Fees: The fee for each portable sign permit shall be twenty dollars (\$20.00). The fee will be waived if the portable sign is to be used for non-commercial, not-for-profit use.

7. Seasonal Businesses: A seasonal business may obtain a permit for a portable sign for a fee of \$30.00 dollars per month, with a limit of four (4) permits per calendar year.
8. Portable sign into a Permanent Sign: A portable sign on a frame with wheels may be turned into a permanent sign if the following conditions are met:
 - (a) The wheels and frame are removed.
 - (b) The sign shall be placed in a permanent concrete base to withstand seventy (70) M.P.H. winds, and cannot be moved.
 - (c) Connections to an energy source for lighting shall be in accord with all City and National Codes.
9. Portable Signs Within Residential Districts: The following types of portable signs shall be permitted within a residential district. Except as listed and exempted below, portable signs shall be prohibited within a residential district.
 - (a) Signs advertising the rental, sale or lease of the property upon which the sign is located. Provided however, that such sign is not more than twelve (12) square feet in area per side and that it be removed from the subject lot within not more than fifteen (15) days following the sale, lease or rent of the subject property.

Notwithstanding the provisions of 9-10-8 H of this Code, an "Open House" sign relating to real estate sale/lease, not more than nine (9) square feet in area per side, may be placed,

- (i) for directional signs, from Friday noon until the following Sunday at 6:00 P.M.
 - (A) in the public right-of-way with the permission of the owner of the property abutting the right-of-way
 - (B) on private property with the permission of the property owner; and,
 - (ii) for non-directional signs, one "open house" sign (in addition to any permitted "for sale" signs) at any time on the property (but not in the public right of way) which is for sale and the subject of the "open house"
- (b) Signs placed by individuals or by not for profit organizations entirely for not for profit purposes. Such signs shall however be subject to the permitting and duration requirements as stated within this section.

- (c) Signs advertising for, or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and ~~any signs(s) be placed not sooner than (90) days prior to, and be removed not more than fifteen (15) days following, the day of the election for the office being advertised.~~
(Ord. No. 2636-OA-10/11 02-28-11)

- I. Prohibitions and Restrictions: The following signs are prohibited within the City:
1. Signs or banners placed across any public right of way except by permission of the City Council.
 2. Displays upon any sign or other advertising structure of any obscene, indecent or immoral matter.
 3. String lights used in connection with business premises for commercial purposes, other than Christmas decorations.
 4. Any sign unlawfully installed, erected or maintained.
 5. Business signs on trees or utility poles, whether public or private.
 6. Signs erected or placed in the public right of way. The City may remove such signs, and the cost incurred shall be recoverable from the owner of the sign. A Ten dollar (\$10.00) per sign fee, to cover the resources of the City involved in the removal of the sign, shall be recoverable for each sign, from the owner of the sign. Any sign not claimed in thirty (30) days shall be destroyed. (Ord. No. 2501-OA -06/07 11/17/06)
- J. Revocation of Sign Permit: All rights and privileges accrued under the provisions of this Title or any amendment hereto are mere licenses and may be revoked upon the violation of any of the conditions contained herein. If the work authorized under an erection permit has not been completed within six (6) months after date of issuance, said permit shall become null and void.
- 9-10-9: **REGULATIONS FOR ELECTRONIC MULTIPLE MESSAGE SIGNS AND EXTERIOR LIGHTING:** These regulations offer specific construction and operation regulations for the safe and appropriate use of electronic multiple message signs, which include any flashing or running lights creating an illusion of movement, but are not limited to electronic message boards, reader boards and billboard displays. (Ord. No. 2618-OA-10/11 05-24-10)



City of Pekin Inspection and Zoning

111 South Capitol Street • Pekin, Illinois 61554 • (309) 477-2315

January 17, 2011

The Pekin Planning Commission will be modifying the Pekin Zoning Code per Public Act 96-0904 that deals with political signs and the time limitation that is regulated for displaying political signs.

9-10-8 Signs

H. Portable Signs:

4. Size Limitations:

Remove part of (b). as follows:

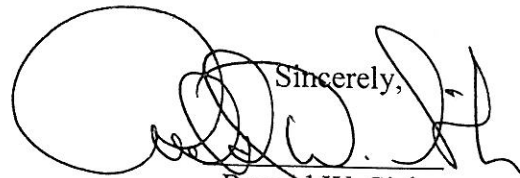
(b). and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.

H. Portable Signs:

9. Portable Signs within Residential Districts:

Remove part of (c). as follows:

(c). and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.

Sincerely,


Ronald W. Sieh
Code Enforcement Officer
City of Pekin

New Law Restricts Local Control of Political Campaign Signs

The Illinois General Assembly recently enacted Public Act 96-0904 to amend the Zoning Enabling Act to restrict municipal authority to regulate political campaign signs, as follows:

(12) to establish local standards solely for the review of the exterior design of buildings and structures, excluding utility facilities and outdoor off-premises advertising signs, and designate a board or commission to implement the review process; except that, other than reasonable restrictions as to size, no home rule or non-home rule municipality may prohibit the display of outdoor political campaign signs on residential property during any period of time, the regulation of these signs being a power and function of the State and, therefor, this being a power and function of the State and, therefor, this item (12) is a denial and limitation of concurrent home rule powers and functions under subsection (i) of Section 6 of Article VII of the Illinois Constitution.

How Does This New Law Affect Local Control Of Political Signs?

As of January 1, 2011, municipalities (home rule and non-home rule) can no longer impose time restrictions on the display of outdoor political campaign signs on residential property. As an example, some municipalities currently prohibit the placement of political signs more than 30 days prior to an election and require their removal 7 days after an election. This type of time restriction on political campaign signs on residential property will no longer be legal when this new law takes effect. Note that the new law still allows a municipality to impose reasonable restrictions on the size of political signs. In addition, a municipality can still regulate, and even prohibit, political signs from being placed on public property, including public rights of way, parkways, and easement areas, and can also regulate political signs on non-residential property.

This new law means that an individual can install and maintain political campaign signs on residential property for an indefinite period of time. This seemingly limitless regulation is certain to have a significant impact on the aesthetics and character of all communities across the state. It may take a couple of election seasons with this law in effect before the state legislature is asked by municipalities and citizens who become fed up with the proliferation of campaign signs in their residential communities to revisit this issue.

What Do Municipalities Need To Do To Comply With This New Law?

Municipalities should review their current political sign regulations to determine whether an amendment is necessary to comply with the new law. Any time restriction on political signs on residential property should be eliminated. While the new law does not take effect until January 1, 2011, some communities may need to go through the zoning hearing process to amend their sign regulations if they are contained within the zoning code. Other communities may want to have these new sign regulations in place prior to the upcoming fall election season.

- Julie A. Tappendorf



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Crawford, Murphy, & Tilly for East Ramp Rehabilitation at the Pekin Airport

AGENDA DATE REQUESTED: February 28, 2011

ACTION REQUESTED: Approve the engineering agreement in the amount of \$37,500 with CMT for the completion of the construction drawings for east ramp rehabilitation project.

DESCRIPTION: The Pekin Airport receives federal and state funding to make improvements and maintain the infrastructure. This year's project is to rehabilitate the pavement on the east portion of the ramp area that serves the tie down and fueling services. The agreement with CMT is for the completion of the construction drawings to get this project out for bids this spring so the work can be done this fiscal year. Work will involve removing the deteriorating pavement, making the necessary base repairs, and replacing the pavement. The City's share of the project costs is 2.5% which includes the engineering costs. So our share of the cost will be \$937.50.

Therefore, I recommend that the agreement be approved.

FINANCIAL IMPACT: Funding is in the FY11 budget for this item.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Drawings will be completed and the project will be done this year.

IMPACT IF DENIED: Drawings will not be completed and project delayed.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Director:**

Date:

2/18/11

Finance Department (Certification of Availability of Funds):

Date:

2-18-11

Corporation Counsel:

Date:

City Manager:

Date:

AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES FOR AIRPORTS

Prepared CBG 11/19/2010

Revised 1/05/2011

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

THIS AGREEMENT, made at _____ Pekin _____,
Illinois, this

_____ in the year 20____, by and between the
_____ City of Pekin _____ (hereinafter referred to
as the "Owner"), and Crawford, Murphy & Tilly, Inc. (hereinafter referred to
as the "Consultant").

WITNESSETH:

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

The construction project shall be identified as the Illinois Project No. C15-4074;

AIP Project No. 3-17-0078-B12; the following detailed project description:

REHABILITATE EAST PORTION OF THE GA RAMP

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

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

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

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

I. **ENGINEERING SERVICES**

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

~~(A.) PRELIMINARY PHASE~~

~~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 180 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.

SS-2 Land Acquisition Reimbursement – Includes Retrospective Appraisal, Phase 1 Site Audit, Environmental, Review Appraisal, Cat Ex and Land Acquisition Services

(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

~~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 \$35,700.00 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 \$4,650.00 total amount not to exceed \$38,750.00, unless a major change or addition to the scope of work is required or extension of time for completion of the project is required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The payment of this fee shall be made in monthly installments submitted to and approved by the Owner (and/or Division if applicable). The final charges shall be submitted within 45 days after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the

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

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

D. SPECIAL SERVICES – SS1 – Environmental & Airspace Coordination

For services outlined in Section I, Special Services Phase, cost plus a fixed payment of \$270.00, total amount not to exceed \$2,120.00, 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.

E. SPECIAL SERVICES – SS2 – Land Acquisition Reimbursement

For services outlined in Section I, Special Services Phase, cost plus a fixed payment of \$1,230.00, total amount not to exceed \$14,100.00, unless a major change or addition to the scope of work is required or extensions of time for completion of the project are required (not caused by the Consultant) in which case an amendment to this agreement will be negotiated by the Owner (and/or Division if applicable). The payment of this fee shall be made in monthly installments submitted to and approved by the Owner. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Division of acceptance of other non-construction projects unless extended by the Division.

III. SPECIAL CONDITIONS

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

A. TERMINATION

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

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Owner may take over the work and prosecute the same to

completion by agreement or otherwise. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at the attached hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section II(E)(1), the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

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

C. HOLD HARMLESS

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

D. DRAWING OWNERSHIP

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

E. CONTRACT FOR OUTSIDE SERVICES

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

F. NOTICE TO PROCEED

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

G. SUBLET AGREEMENT

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

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

H. AGREEMENT EXPIRES

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made

by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to--
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.

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

MINORITY BUSINESS ENTERPRISE (MBE) ASSURANCES

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

discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement. (ILLINOIS PURCHASING ACT 30 ILCS 505/6 (i)).

K. CERTIFICATION OF CAPACITY TO CONTRACT

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

132.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.

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

L. THE CONSULTANT SELECTION

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

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

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

July 12, 2007

(DATE)

M. AMENDMENTS TO THE AGREEMENT

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

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

Date

Sign Name/Title

Michael J. Doerfler/Sr. Vice President
Print Name/Title

Crawford, Murphy and Tilly
Firm

N. CERTIFICATION OF CONSULTANT

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

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

The firm certifies by execution:

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

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

Feb 15, 2011
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>Geo Services Inc.</u>	<u>Sub Surface Investigation</u>	<u>\$4,650.00</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.

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

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

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

CERTIFICATION OF CAPACITY TO CONTRACT

Section II.I of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter I27, Paragraph I32.II-I), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section II.I or to subcontracts. (1976 Op. Atty. Gen. No. S-I28I).

(Corporation)

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

15th day of Feb, AD, 2010

CRAWFORD, MURPHY & TILLY, INC.
Corporation Corporate Seal

Signed By: Brian R. Whiston
Brian R. Whiston

Signed By: Michael J. Doerfler
Michael J. Doerfler

Print Name: BRIAN R. WHISTON
~~President and~~ CEO

Print Name: Michael J. Doerfler
Sr. Vice President

NOT APPLICABLE

(Partnerships and Non-Corporate
Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of _____, hereby certify on behalf of themselves individually, that they have read Section 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 _____, 20____.
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin Illinois
(Sponsor Name) – Sign and Print Name

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

SIGNED BY _____

SIGNED BY _____

PRINT NAME _____

PRINT NAME _____

City Clerk
Title

City Mayor
Title

ATTEST:

(SEAL)

CRAWFORD, MURPHY & TILLY, INC
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

SIGNED BY _____

SIGNED BY _____

PRINT NAME _____

PRINT NAME _____

BRIAN R. WALSTON
CEO
Title

Michael J. Doerfler
Senior Vice President
Title

ATTACHMENT A

PRELIMINARY PHASE ESTIMATE OF COSTS

ATTACHMENT A-1

PRELIMINARY PHASE ESTIMATE OF SALARY EXPENSES

ATTACHMENT A-2

PRELIMINARY PHASE ESTIMATE OF EFFORT

ATTACHMENT A-3

PRELIMINARY PHASE ESTIMATE OF EXPENSES

ATTACHMENT B

REHABILITATE EAST PORTION OF THE GA RAMP Design Phase

Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment B-1)	<u>\$9,626.09</u>
2. <u>Overhead on Labor</u> (53.72%)	<u>\$5,171.14</u>
3. <u>General and Administrative Overhead</u> (98.40%)	<u>\$9,472.07</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>\$3,700.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$6,500.00</u>
Estimate of Total Costs	<u>\$35,730.30</u>
Total Amount Not to Exceed	<u>\$35,700.00</u>
Estimated Construction Cost	<u>\$360,000.00</u>

ATTACHMENT B-1

REHABILITATE EAST PORTION OF THE GA RAMP Design Phase

Estimate of Salary Expenses

Classification*	Hours	2011 Avg. Hourly Rate	Cost
Principal	0	\$69.52	\$0.00
Senior Project Engineer/Manager	18	\$55.82	\$1,004.84
Project Engineer/Manager/Architect	0	\$44.02	\$0.00
Senior Engineer	88	\$34.48	\$3,034.17
Senior Technical Manager	0	\$38.98	\$0.00
Senior Planner	0	\$30.88	\$0.00
Engineer	76	\$28.28	\$2,149.55
Architect	0	\$25.71	\$0.00
Planner	0	\$23.79	\$0.00
Technical Manager	0	\$24.70	\$0.00
Registered Land Surveyor	20	\$38.63	\$772.55
Senior Technician	80	\$33.31	\$2,664.98
Technician	0	\$24.80	\$0.00
Technical Assistant	0	\$18.88	\$0.00
Clerical/Word Processor	0	\$18.43	\$0.00
Total	282 (Hours)	\$34.14 (Average)	\$9,626.09 (Total Direct Salary Costs)

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

PREP BY:	CBG
CMT NO:	10069-03-00
DATE:	11/19/2010

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	TECHNICAL ASSISTANT	CLERK/WORD PROCESSOR	TASK HOUR SUMMARY
1	Project Management		2													2
2	Pre-Design Meeting		6		6											12
3	Record Drawing Review				2			4								6
4	Coordinate Site Surveys				4							2				6
5	Security Coordination & Budgeting															0
6	Topo/Cross Section Surveys											18	18			36
7	Reduce and Review Surveys				2										2	4
8	Coordinate Utility Locations				4										4	4
9	Soil Exploration RFP & Coordination				2										2	2
10	Evaluation and Report Review				2										2	2
11	Field Coordination of Soil Exploration															0
12	Coordination with Airport												4			4
13	QC Plan															0
14	Constructability Review												4			0
15	Coordination with IDA & FAA		1		4											9
16	Preliminary Design Report		3		8			8								0
17	Preliminary Quantities and Cost Estimate				2			4							6	6
18	Coordinate Preliminary & Pre-Final Review with IDA				2										2	2
19	Pre-Final Specifications				4			6							10	10
20	Final Specifications		3		4			8							15	15
21	Pre-Final Quantities & Cost Estimate				4			4							4	4
22	Final Quantities & Cost Estimate		3		4			4							11	11
23	Geometric Layout														0	0
24	Pavement Design				4			4							8	8
25	Utility Coordination with FAA				2										2	2
26	SWPPP Preparation														0	0
27	Utility Conflict Resolution/Protection														0	0
28	Vault Survey														0	0
29	General Design & Coordination				4										4	4
30	Cover Sheet							2					8			10
31	Site Plan				4			6					8		18	18
32	Staging and Phasing				4			6					8		18	18
33	Existing Conditions & Removals				4			6					8		18	18
34	Pavement Removal Plan														0	0
35	Proposed Improvements				4			6					8		18	18
36	Typical Sections				4								8		12	12
37	Plan and Profile Sheets														0	0
38	Staking Plans				4								6		10	10
39	Joining Plan														0	0
40	Underdrain Plan and Details														0	0
41	Drainage Plan and Details														0	0
42	Marking Plan and Details														0	0
43	Edge Lighting Plan and Details														0	0
44	Vault Improvements							4							4	4
45	Turfing, etc., Plan							4							4	4

**ATTACHMENT B-3
DESIGN PHASE
REHABILITATE EAST PORTION OF THE GA RAMP
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		\$90.00	\$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	\$6,500.00	\$6,500.00
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$6,500.00

ATTACHMENT C

REHABILITATE EAST PORTION OF THE GA RAMP Construction Phase

Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment C-1)	<u>\$12,228.64</u>
2. <u>Overhead on Labor</u> (53.72%)	<u>\$6,569.23</u>
3. <u>General and Administrative Overhead</u> (98.40%)	<u>\$12,032.98</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$1,252.00</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>\$4,650.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$2,000.00</u>
Estimate of Total Costs	<u>\$38,732.85</u>
Total Amount Not to Exceed	<u><u>\$38,750.00</u></u>
Estimated Construction Costs	<u>\$360,000.00</u>
Estimated Construction Duration	<u>4 Weeks</u>

ATTACHMENT C-1

REHABILITATE EAST PORTION OF THE GA RAMP Construction Phase

Estimate of Salary Expenses

Classification*	Hours	2011 Avg. Hourly Rate	Cost
Principal	0	\$69.52	\$0.00
Senior Project Engineer/Manager	8	\$55.82	\$446.60
Project Engineer/Manager/ Architect	26	\$44.02	\$1,144.44
Senior Engineer	74	\$34.48	\$2,551.46
Senior Technical Manager	0	\$38.98	\$0.00
Senior Planner	0	\$30.88	\$0.00
Engineer	256	\$28.28	\$7,240.60
Architect	0	\$25.71	\$0.00
Planner	0	\$23.79	\$0.00
Technical Manager	0	\$24.70	\$0.00
Registered Land Surveyor	2	\$38.63	\$77.25
Senior Technician	16	\$33.31	\$533.00
Technician	8	\$24.80	\$198.43
Technical Assistant	0	\$18.88	\$0.00
Clerical/Word Processor	2	\$18.43	\$36.86
Total	392 (Hours)	\$31.20 (Average)	\$12,228.64 (Total Direct Salary Costs)

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

ATTACHMENT C-2
PROJECT DESCRIPTION: REHABILITATE EAST PORTION OF THE GA RAMP
PROFESSIONAL SERVICES - ESTIMATE OF EFFORT
CONSTRUCTION PHASE

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY: CBG
CMT NO.: 10069-03-06
DATE: 11/24/2010

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT ENGINEER/ MANAGER	PROJECT ENGINEER/ MANAGER/ ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PLANNER	ENGINEER	ARCHITECT	PLANNER	TECHNICAL MANAGER	REGISTERED LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERK/ WORD PROCESSOR	TASK HOUR SUMMARY
1	Project Management		4	8	8												20
2	Construction Start-Up			4	4			4									12
3	Test Batch																0
4	Preconstruction Set-Up and Meeting					4		4									8
5	Documentation Set-Up				4			8									14
6	Coordination of Subconsultants			2	2											2	4
7	Contractor Payroll Review			4													4
8	Coordination Meetings		4	4				4									12
9	Pre-Paving Meeting			4													4
10	Project Engineer																0
11	Resident Engineer							180									180
12	Resident Inspector																0
13	Resident Tester																0
14	Shop Drawing Review				4												4
15	Control & Misc Surveys - 1 days											2	8	8			18
16	Final Inspection				8			8									16
17	Vault Inspection																0
18	Punch List Follow-Up				8												8
19	Change Orders				4			8									12
20	Record Drawings				4			8					8				20
21	IDOT Progress Documentation Audits				4			8									12
22	IDOT Final Documentation Audit				4			8									12
23	Project Close Out				16												32
ESTIMATED PROJECT DURATION (ON SITE) = 4 WEEKS																	
MANHOUR TOTALS																	
		0	8	26	74	0	0	256	0	0	0	2	16	8	0	2	392

ATTACHMENT C-3
REHABILITATE EAST PORTION OF THE GA RAMP
CONSTRUCTION PHASE
ESTIMATE OF PROJECT EXPENSES

MATERIALS AND SUPPLIES

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

Total - Materials & Supplies \$0.00

TRANSPORTATION

ITEM - MILEAGE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Miles		\$0.50	\$0.00
Geotech			\$0.50	\$0.00
Meetings			\$0.50	\$0.00
RE		2000	\$0.50	\$1,000.00
Observers			\$0.50	\$0.00
			\$0.50	\$0.00

Subtotal Mileage \$1,000.00

ITEM - DAILY VEHICLE	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Survey	Day	1	\$12.00	\$12.00
Meetings			\$12.00	\$0.00
RE		20	\$12.00	\$240.00
Observers			\$12.00	\$0.00
			\$12.00	\$0.00

Subtotal Daily Vehicle \$252.00

Total - Transportation \$1,252.00

PRINTING

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
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

Total - Other Costs (Outside Services) \$0.00

OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

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

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

PER DIEM

ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
Lodging	Day		\$90.00	\$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
Bit. Split Samples	EA	1	\$2,000.00	\$2,000.00
Core Investigation	LS		\$0.00	\$0.00

Total - Outside Services \$2,000.00

ATTACHMENT D

REHABILITATE EAST PORTION OF THE GA RAMP 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>\$733.38</u>
2. <u>Overhead on Labor</u> (53.72%)	<u>\$393.97</u>
3. <u>General and Administrative Overhead</u> (98.40%)	<u>\$721.65</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$0.00</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>\$270.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$0.00</u>
Estimate of Total Costs	<u>\$2,119.00</u>
Total Amount Not to Exceed	<u><u>\$2,120.00</u></u>

ATTACHMENT D-1

REHABILITATE EAST PORTION OF THE GA RAMP Special Services - SS1 Environmental & Airspace Coordination

Estimate of Salary Expenses

Classification*	Hours	2011 Avg. Hourly Rate	Cost
Principal	0	\$69.52	\$0.00
Senior Project Engineer/Manager	0	\$55.82	\$0.00
Project Engineer/Manager/Architect	5	\$44.02	\$220.08
Senior Engineer	0	\$34.48	\$0.00
Senior Technical Manager	0	\$38.98	\$0.00
Senior Planner	12	\$30.88	\$370.59
Engineer	0	\$28.28	\$0.00
Architect	0	\$25.71	\$0.00
Planner	6	\$23.79	\$142.71
Technical Manager	0	\$24.70	\$0.00
* Registered Land Surveyor	0	\$38.63	\$0.00
Senior Technician	0	\$33.31	\$0.00
Technician	0	\$24.80	\$0.00
Technical Assistant	0	\$18.88	\$0.00
Clerical/Word Processor	0	\$18.43	\$0.00
Total	23 (Hours)	\$31.89 (Average)	\$733.38 (Total Direct Salary Costs)

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

PROJECT DESCRIPTION: REHABILITATE EAST PORTION OF THE GA RAMP

PROFESSIONAL SERVICES - ESTIMATE OF EFFORT

SPECIAL SERVICES -SS1 Environmental & Airspace Coordination

PREP BY: _____
CMT NO.: _____
DATE: _____

[illegible]

ATTACHMENT D-3
SPECIAL SERVICES - SS1 Enbironmental & Airspace Coordination
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			\$0.50	\$0.00
RE			\$0.50	\$0.00
Observers			\$0.50	\$0.00
			\$0.50	\$0.00
Subtotal Mileage				\$0.00

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 \$0.00

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		\$90.00	\$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		\$0.00	\$0.00
Core Investigation	LS		\$0.00	\$0.00
Total - Outside Services				\$0.00

ATTACHMENT E

REHABILITATE EAST PORTION OF THE GA RAMP Special Services - SS2 Land Acquisition Reimbursement

Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment D-1)	<u>\$3,360.13</u>
2. <u>Overhead on Labor</u> (53.72%)	<u>\$1,805.06</u>
3. <u>General and Administrative Overhead</u> (98.40%)	<u>\$3,306.37</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$0.00</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>\$1,230.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$4,400.00</u>
Estimate of Total Costs	<u>\$14,101.56</u>
Total Amount Not to Exceed	<u><u>\$14,100.00</u></u>

ATTACHMENT E-1

REHABILITATE EAST PORTION OF THE GA RAMP Special Services - SS2 Land Acquisition Reimbursement

Estimate of Salary Expenses

Classification*	Hours	2011 Avg. Hourly Rate	Cost
Principal	0	\$69.52	\$0.00
Senior Project Engineer/Manager	1	\$55.82	\$55.82
Project Engineer/Manager/Architect	6	\$44.02	\$264.10
Senior Engineer	0	\$34.48	\$0.00
Senior Technical Manager	0	\$38.98	\$0.00
Senior Planner	15	\$30.88	\$463.24
Engineer	0	\$28.28	\$0.00
Architect	0	\$25.71	\$0.00
Planner	100	\$23.79	\$2,378.54
Technical Manager	0	\$24.70	\$0.00
Registered Land Surveyor	0	\$38.63	\$0.00
Senior Technician	0	\$33.31	\$0.00
Technician	8	\$24.80	\$198.43
Technical Assistant	0	\$18.88	\$0.00
Clerical/Word Processor	0	\$18.43	\$0.00
Total	130 (Hours)	\$25.85 (Average)	\$3,360.13 (Total Direct Salary Costs)

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

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

PREP BY:	CBG	SAB
CMT NO:	10069-03-18	
DATE:	9/30/2010	

[illegible]

ATTACHMENT E-3
SPECIAL SERVICES - SS2 Land Acquisition Reimbursement
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			\$0.50	\$0.00
RE			\$0.50	\$0.00
Observers			\$0.50	\$0.00
			\$0.50	\$0.00

Subtotal Mileage \$0.00

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 \$0.00

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		\$90.00	\$0.00
Per Diem	Day		\$28.00	\$0.00
			\$0.00	\$0.00

Total - Per Diem \$0.00

OUTSIDE SERVICES

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

Total - Outside Services \$4,400.00

ATTACHMENT F

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 G

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 H

☐ 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 I

☐ 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 J

Page ____ of ____ Pages

Invoice No. _____
Date _____

Airport _____
Ill. 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 K

(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
	Permeability of Granular Soils		Specific Gravity
	ASTM D-2434		ASTM D-2041
	Determination of Organic Materials in Soils by Wet Combustion		Nuclear Density
	AASHTO T-194		ASTM D-2950
	Bearing Ratio of Laboratory -Compacted Soil		Washed Aggregate Sample
	ASTM D-1883		ASTM C-117
	Modulus of Soil Reaction		Liquid Limit, Plastic Limit, Plastic Index
	AASHTO T-222		ASTM D-4318
	Soil Classification		Absorption and Specific Gravity
	"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 L

[illegible]

ATTACHMENT M

Payroll Burden & Fringe Costs

6/17/2010

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	<u>13.24</u>
State and Federal Unemployment Compensation	<u>0.55</u>
Workmen's Compensation Insurance	<u>0.52</u>
Paid Holidays, Vacation, Sick Leave	<u>15.74</u>
Bonus	<u>0.00</u>
Employee Retirement Plan Contributions	<u>14.11</u>
Group Insurance	<u>9.56</u>
	<u> </u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	<u>53.72%</u>

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

ATTACHMENT N

Overhead and Indirect Costs

5/22/09

Various	Salaries Not Allocated to Projects	57.50
Various	Travel, Reproduction, Engineering Supplies and Vehicle Expense Expense Not Allocated to Projects	3.17
Various	Business Insurance	3.15
6252	Utilities	1.13
6271	Telephone	3.50
6284	Seminars, Registration and Education	1.64
6231	Professional Fees	1.02
6251	Rent	7.73
Various	Miscellaneous Taxes	0.79
6281	Dues and Registrations	1.06
6263	Postage and Shipping	0.30
Various	Office Supplies	3.55
Various	Computer Supplies	4.07
6401	Depreciation and Cost of Facilities Capital	7.72
Various	Maintenance and Repairs	1.77
6372	Publications and Subscriptions	0.30
	TOTAL OVERHEAD	152.12

ATTACHMENT O
PROJECT CERTIFICATION

Airport: _____

ILL. Proj. No.: _____

AIP Proj. No.: _____

Contract No.: _____

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. Sponsor and Consultant have met all state and federal QBS requirements pursuant to the requirements of 49 CFR 18.36 for the selection of the Consultant to provide the necessary professional services for the project described herein and identified in the Professional Services RFQ. Selection date: _____.
2. Project is clearly delineated on the approved Airport Layout Plan. Date: _____.
3. Project is environmentally cleared. ☐ Yes ☐ No
☐ CatEx ☐ EA ☐ EIS ☐ FONSI Date: _____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project. ☐ Yes ☐ No
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the 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 by attached Modification to Standards which has been addressed and justified in the engineering report and submitted to and approved by the Engineer of Design.
6. The design conforms to the approved project scope.
7. Provisions have been included for safety during construction in accordance with Advisory Circular 150/5370-2 (latest edition).
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition).

Exceptions at time of signature: _____

Date _____

By: _____

Design Engineer (Consultant)

Date _____

By: _____

Project Engineer (Consultant)

Date _____

By: _____

Division of Aeronautics, IDOT
(scope and standards review only)

Date _____

By: _____

Engineer of Design
Division of Aeronautics, IDOT

ATTACHMENT P

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

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

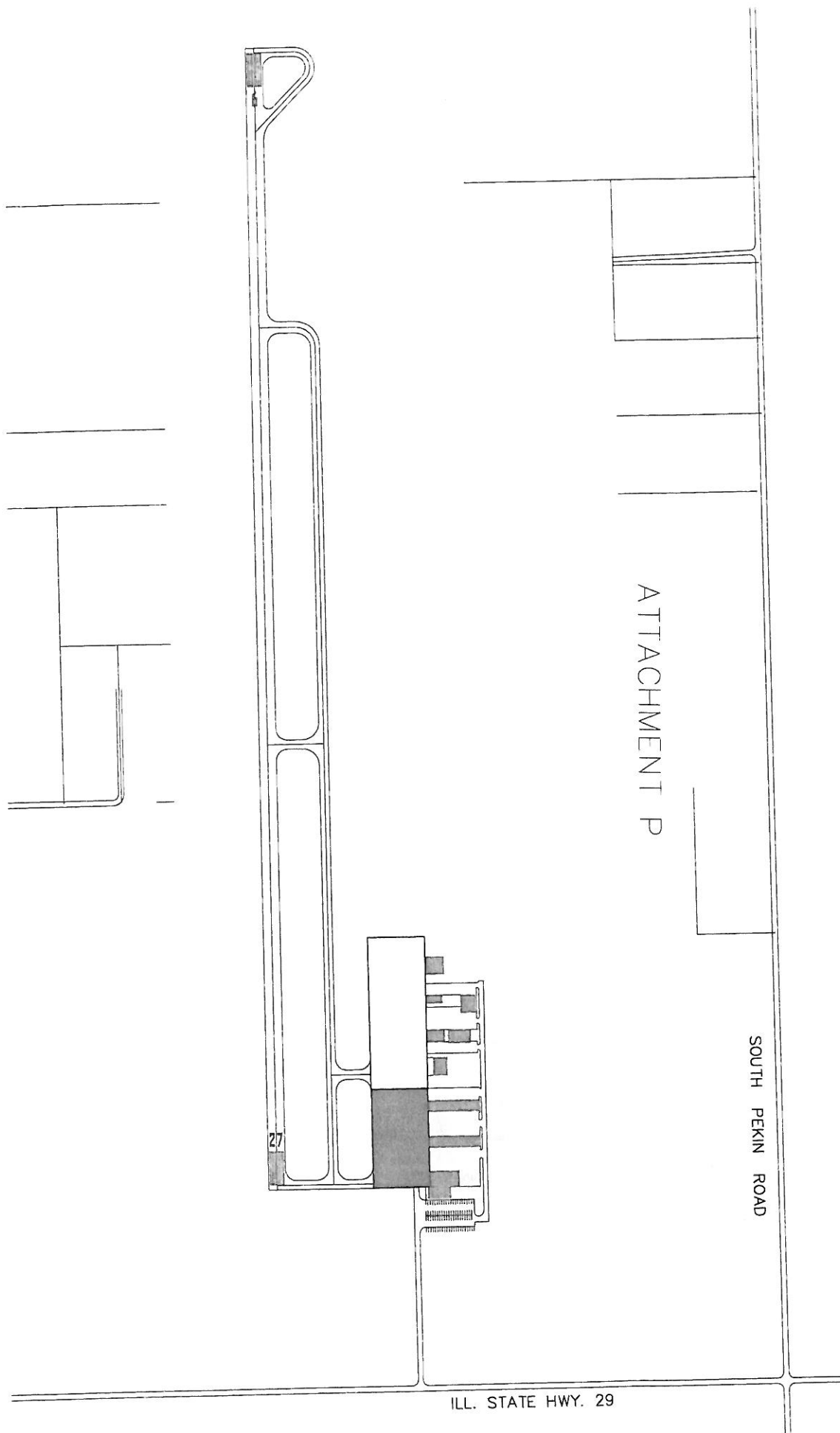
Prime Engineer _____
Name: _____
Address: _____
Telephone: _____

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





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Hanson Professional Services, Petri Lane

AGENDA DATE REQUESTED: February 28, 2011

ACTION REQUESTED: Approve the engineering agreement with Hanson Professional Services for \$141,595 to complete the Phase 2 construction drawings for Petri Lane.

DESCRIPTION: We applied and received funding for an extension of El Camino several years ago to establish another east-west road from 14th Street to 5th Street. With the completion of Hanna Drive and a willing land owner, the emphasis was changed to extending Petri Lane. Additional funding was received to cover some of the difference and now through PPUATS we have \$777,500 in FY 2012 funding for this project along with additional funds from the landowner. This agreement with Hanson will completion the preparation of the construction drawings to where we will be ready to bid this summer and get this project going this year. Therefore, I recommend that this agreement be approved.

FINANCIAL IMPACT: Funding is budgeted in FY11 and FY12 for the \$141,595

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project stays on schedule for construction this year and utilizes PPUATS funding.

IMPACT IF DENIED: Project fall behind schedule with the possibility of loss of funding.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Director:**

Date:

2/18/11

Finance Department (Certification of Availability of Funds):

Date:

2-18-11

Corporation Counsel:

Date:

City Manager:

Date:



LETTER OF TRANSMITTAL

TO: City of Pekin

111 South Capitol Street

Pekin, Illinois 61554

DATE: 02-18-11

PROJECT NO. 08L0212A

ATTENTION: Joe Wuellner, P.E.

RE: Petri Lane Phase II Agreement

WE ARE SENDING YOU



Attached



Under separate cover

via

the following items:



Shop drawings



Prints



Reproducible



Sketches



Specifications



Copy of letter



Change order



Calculations



Other

COPIES	DATE	NO.	DESCRIPTION	ACTION
4	02/28/11		Preliminary Engineering Services Agreement	A

THESE ARE TRANSMITTED as checked below:

A ☒

For approval

F



No exceptions taken

J



Rejected - see remarks

B



For your use

G



Furnish as corrected

K



Submit



Copies for distribution

C



As requested

H



Revise and resubmit

L



Return



corrected prints

D



For review and comment

I



Submit specified item

M



Other - see remarks

E



FOR BID DUE

N



RETURNED PRINTS AFTER LOAN TO US

REMARKS

COPY TO:

File,

SIGNED:

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

Hanson Professional Services Inc.

7625 N. University St., Suite 200 • Peoria, IL 61614 • Phone (309) 691-0902 Fax (309) 691-1327



LETTER OF TRANSMITTAL

TO: City of Pekin

111 South Capitol Street

Pekin, Illinois 61554

DATE: 02-18-11

PROJECT NO. 08L0212A

ATTENTION: Joe Wuellner, P.E.

RE: Petri Lane Phase II Agreement

WE ARE SENDING YOU



Attached



Under separate cover

via

the following items:



Shop drawings



Prints



Reproducible



Sketches



Specifications



Copy of letter



Change order



Calculations



Other

COPIES	DATE	NO.	DESCRIPTION	ACTION
4	02/28/11		Preliminary Engineering Services Agreement	A

THESE ARE TRANSMITTED as checked below:

A ☒ For approval

F ☐ No exceptions taken

J ☐ Rejected - see remarks

B ☐ For your use

G ☐ Furnish as corrected

K ☐ Submit

☐ Copies for distribution

C ☐ As requested

H ☐ Revise and resubmit

L ☐ Return

☐ corrected prints

D ☐ For review and comment

I ☐ Submit specified item

M ☐ Other - see remarks

E ☐ FOR BID DUE

N ☐ RETURNED PRINTS AFTER LOAN TO US

REMARKS

COPY TO:

File,

SIGNED:

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

Hanson Professional Services Inc.

7625 N. University St., Suite 200 • Peoria, IL 61614 • Phone (309) 691-0902 Fax (309) 691-1327

Municipality City of Pekin	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Hanson Professional Services Inc
Township				Address 7625 N. Universitv St. Ste 200
County Tazewell				City Peoria
Section 10-00179-00-FP				State IL

THIS AGREEMENT is made and entered into this 28th day of Feb., 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Petri Lane Extension

Route FAU 6698 Length 0.70 Mi. 3,050 FT (Structure No.)

Termini From 5th Street to 14th Street

Description:

Phase II Engineering Services for the reconstruction and extension of Petri Lane from 5th Street to 14th Street. The project includes new roadway with curb & gutter, storm sewer and sanitary sewer. Storm water detention is also included.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- l. ☒ **See Attachment A.**

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans, plats and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in the paragraphs 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. ☒ **See Attachment B**
2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as salary cost. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the attached General Conditions (C/S) Rev. 3 are included in and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk
(Seal)

By _____
Title _____

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University Street, Suite 200

Peoria, IL 61614

ATTEST:

By 
Title Associate

By _____
Title Regional Vice President

Approved

Date

Department of Transportation

Regional Engineer

General Conditions

Hanson Agreement: C008L0212A

Agreement Date: 02/28/2011

Project Name: Petri Lane Extension

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

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

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written

notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and

conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting

party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. *Modification to the Agreement:* CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. *Governing Law:* This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

ATTACHMENT A SCOPE OF SERVICES

PROJECT: Petri Lane Extension from 5th Street to 14th Street

PROJECT DESCRIPTION AND LIMITS:

Hanson shall provide professional design services to prepare bidding documents for the reconstruction and extension of Petri Lane from 5th Street to 14th Street. The project will consist of 32 foot wide pavement designed to carry two 12 foot wide travel lanes and two 4 foot wide bike lanes from Fawnridge to 14th Street. Storm sewer will be installed along the new roadway with an anticipated outlet at or near 14th Street. An infiltration based detention system will be designed to address storm water runoff near the existing end of Petri Lane.

Between the 5th Street and the Fawnridge intersections, existing Petri Lane will remain at its present location and sidewalk work will be completed. East of Fawnridge, the alignment of Petri Lane will be shifted 270 feet to the north before proceeding to 14th Street where a new intersection will be created. The new Petri Lane/14th Street Intersection will be approximately 500 feet north of the existing Rosemary Road/14th Street intersection.

The total length of improvement is approximately 3,050 feet.

The existing gravity sanitary sewer will be extended 500 feet north from the existing system at the intersection of Rosemary Road and Primrose Street to the new Petri Lane alignment. The sewer will then extend west 1,800 feet along the proposed Petri Lane alignment. IEPA permitting will be completed for the proposed improvements.

Plans will be prepared in English units (feet) using Microstation software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (East Zone). The Project shall be designed in accordance with requirements of the IDOT Bureau of Local Roads Manual.

PROVIDED BY THE CLIENT:

The City of Pekin (LA) shall provide, or see to the provision of, the following information, documents and resources for Hanson's use in the project:

- (a) City of Pekin standard drawings and specifications.
- (b) Tax assessor's maps and taxpayer identification numbers for parcels along project corridor.
- (c) All necessary utility agreements, including plans for relocations and adjustments.

SERVICES:

The project will be performed in accordance with the City of Pekin Public Works standards and the IDOT Bureau of Local Roads Manual. The Scope of Services to be provided is limited to the following:

- (a) Coordination: Maintain close liaison with the LA by meeting with the LA engineering staff on a bi-monthly basis. Additional coordination will be maintained with other agencies, including the Illinois Department of Transportation.
- (b) Meetings: Hanson will attend the following project meetings:
 - i. Project kick-off meeting with City of Pekin Public Works Department
 - ii. Project Progress reviews at milestones with City of Pekin Public Works Department and subdivision developers (two meetings with minutes)
- (c) Surveying Services
 - i. Provide pickup survey to supplement the Phase I survey work. This is expected to include topographic survey of the utility easement east of 14th Street where storm water will be outlet from the proposed improvements along with a more detailed tree survey near Parkfield Drive. Also, topographic survey will be collected for the 500 foot extension of the gravity sanitary sewer.
 - ii. Preparation of plats for 16 parcels using property information and title commitments obtained during the Phase I study. The following type and number of parcels is anticipated:
 - 2 – Proposed Right of Way
 - 6 – Permanent Easement
 - 8 – Temporary Easement
 - iii. Prepare information for previously unrecorded drainage easement located east of the proposed Petri Lane/14th Street intersection.
 - iv. Stake proposed right of way and permanent easements in the field.
 - v. Prepare right of way plans for inclusion in the contract documents.
- (d) Roadway Geometric Design
 - i. Complete cross section studies to finalize proposed horizontal and vertical alignments. Cross sections will be cut every 50 feet along the length of the project and at all driveway and cross road locations.
 - ii. Determine utility conflicts and make horizontal and vertical adjustments to the roadway to avoid conflicts if possible. Determine necessary utility relocations.
 - iii. Determine the limits of construction and proposed utility easements to identify the necessary right-of-way limits.
 - iv. Design sidewalk ramps to meet ADA accessibility requirements
 - v. Design of modular block style retaining wall along south side
- (e) Storm Water Drainage Design
 - i. Storm water drainage will be designed in accordance with the IDOT Drainage Manual.

- ii. Finalize Storm CAD inlet spacing and pipe sizing
 - iii. Final design of storm water detention and infiltration system
 - iv. Special details for connecting inlets and manholes to storm water detention system.
 - v. Special grading details to ensure positive drainage
 - vi. Riprap outlet protection if necessary
 - vii. Adding design to Roadway Plan/Profile Sheets (assume 7 sheets)
 - viii. Preparation of Drainage Structure and Pipe Schedule (assume 1 sheet)
 - ix. Preparation of special drainage details sheets (assume 2 sheets)
- (f) Sanitary Sewer Design
- i. Review area to be served
 - ii. Contact EPA and confirm the location is within the Facility Planning Area
 - iii. Calculate current and future sewer flows
 - iv. Review downstream sewers for reserve capacity
 - v. Size gravity sewer and complete preliminary layout
 - vi. Site visit
 - vii. Contact Owner for local design requirements and coordinate future points of connection
 - viii. Prepare Sanitary Sewer Plan Sheets (assume 5 sheets)
 - ix. Prepare Detail and Notes Sheets (assume 2 sheets)
 - x. Owner Review and Comments
- (g) Sanitary Sewer Permitting
- i. Complete IEPA Permit Application including WPC-PS1, Schedule AB, and Schedule P
 - ii. Complete IHPA sign off letter and exhibit
- (h) Erosion Control
- i. Plans will be prepared in accordance with the requirements of the Illinois Environmental Protection Agency and the City of Pekin.
 - ii. Storm Water Pollution Prevention Plan (SWPPP) will be prepared for inclusion in the construction documents, including the preparation of a NPDES permit.
- (i) Maintenance of Traffic: Maintenance of traffic plans will be provided in accordance with the Manual on Uniform Traffic Control Devices, applicable IDOT Highway Standards, and the IDOT Bureau of Local Roads Manual.
- (j) Preparation of necessary plans and specifications, which include the following minimum items:
- i. Title Sheet (w/ Sheet Index) (1 Sheet)
 - ii. General Notes, Standard List, Legend/Abbrev. (1 Sheet)
 - iii. Summary of Quantities Sheets (1 Sheet)
 - iv. Schedule of Quantities (3 Sheet)
 - v. Existing/Proposed Typical Sections for all pavements (2 Sheets)
 - vi. Alignment, Ties, and Benchmarks (1 Sheet)

- vii. Storm Water Pollution Prevention Plan (SWPPP) (2 Sheets)
- viii. Stage Construction / Maintenance of Traffic Plans (2 Sheets)
- ix. Removals/Relocations Plan (3 Sheets)
- x. Plan / Profile Sheets (1" = 20' H & 1" = 5' V) (7 Sheets)
- xi. Intersection Details (2 Sheets)
- xii. Sanitary Sewer Plans, Details, and Notes (7 sheets)
- xiii. Pavement Marking / Signing and Details (3 Sheets)
- xiv. Retaining Wall Plan and Details (1 Sheet)
- xv. Miscellaneous details (3 Sheets)
- xvi. Cross Section Sheets (11 sheets - cross-sections every 50' and at all driveways/cross roads)
- xvii. Details (City Standards, State Standards, special details, misc., etc.)

(k) Calculate contract quantities. Prepare Opinion of Probable Construction Cost and Estimate of Time.

(l) Special Provisions

- i. Provide special provisions covering construction work.
- ii. Prepare special provision for every pay item not being constructed per the standard.
- iii. Provide in digital format (Microsoft Word).

(m) Quality Assurance

Provide proper quality assurance prior to sending any construction plans and specifications for review. The following items, as a minimum, will be reviewed prior to submitting any construction plans or specifications for review:

- i. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
- ii. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
- iii. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict during construction (assuming information is supplied by the utility companies).
- iv. Address LA comments and concerns.

(n) Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the LA. The following number of submittals has been assumed:

- i. 60% Preliminary Documents
- ii. 90% Pre-final Documents (IDOT)
- iii. Final Construction Documents (IDOT)

(o) To commence the services within seven calendar days, and to complete the services provided for herein within 6 months, from the date of the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Hanson.

(p) The following items are not included in the scope of work but could be provided as an addendum to the contract:

- i. Construction observation activities
- ii. Sewer televising
- iii. Utility relocation plans
- iv. Water Main plans and details.
- v. Sanitary Sewer IEPA Permit Fees.
- vi. Lighting design, plans and details.
- vii. Traffic Signal plans and details. It is assumed that traffic signals will not be required at the time of construction.
- viii. Land acquisition services
- ix. 404 Permitting
- x. Project is within the LA'S existing Facility Planning Area and no application to modify that boundary is required.

ATTACHMENT B

Payment
Petri Lane Extension

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis hourly rates using the multiplier of 3.0, with a maximum compensation not to exceed \$141,595

Tasks	Total Hours	Average Hourly Rate	Labor Costs	Direct Costs	Fee
Coordination	34	\$149.18	\$5,072	\$128	\$5,200
Surveying Services	100	\$82.49	\$8,249	\$608	\$8,857
Roadway Geometric Design	110	\$89.93	\$9,892	\$600	\$10,492
Storm Sewer Drainage Design	156	\$91.91	\$14,338	\$780	\$15,118
Sanitary Sewer Design	45	\$91.01	\$4,095	\$120	\$4,215
Sanitary Sewer Permitting	23	\$84.49	\$1,943	\$0	\$1,943
Plan Preparation	423	\$91.57	\$38,734	\$3,735	\$42,469
Construction Cost & Estimate Of Time	48	\$101.68	\$4,881	\$360	\$5,241
Bid Documents	133	\$92.87	\$12,352	\$840	\$13,192
QC/QA Review	24	\$178.30	\$4,279	\$0	\$4,279
Project Administration	15	\$178.30	\$2,675	\$0	\$2,675
Subtotal	1,111	\$95.87	\$106,510	\$7,171	\$113,681
Row Documents & Staking	247	\$103.64	\$25,599	\$2,315	\$27,914

Total	1358		\$132,109	\$9,486	\$141,595
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DIRECT EXPENSES

Petri Lane Extension
5th Street to 14th Street
Hanson No. 08L0212A

TASK	MILEAGE		CADD		SURVEY		TOTAL
	TRIPS@ 50 MI @ \$.51	TRIPS@ 50 MI @ \$.65	HOURS @ \$15	INSTR.			
1 COORDINATION	5	250 \$ 128					\$ 128
2 SURVEYING SERVICES		0 \$ -	14 \$ 210	\$ 300			\$ 608
3 ROADWAY GEOMETRIC DESIGN		0 \$ -	40 \$ 600				\$ 600
4 STORM SEWER DRAINAGE DESIGN		0 \$ -	52 \$ 780				\$ 780
5 SANITARY SEWER DESIGN		0 \$ -	8 \$ 120				\$ 120
6 SANITARY SEWER PERMITTING		0 \$ -	0 \$ -				\$ -
7 PLAN PREPARATION		0 \$ -	249 \$ 3,735				\$ 3,735
8 OPINIONS OF PROBABLE CONSTRUCTION COST & ESTIMATE OF TIME		0 \$ -	24 \$ 360				\$ 360
9 BID DOCUMENTS		0 \$ -	56 \$ 840				\$ 840
10 QC/QA REVIEW		0 \$ -	0 \$ -				\$ -
11 PROJECT ADMINISTRATION			\$ -				
SUBTOTAL	5	250 \$ 128	443 \$ 6,645	\$ 300			\$ 7,171
12 ROW DOCUMENTS & STAKING			150 \$ 2,250				\$ 2,315
TOTAL	5	250 \$ 128	593 \$ 8,895	\$ 300			\$ 9,486



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Farm Leases for City Owned Property

AGENDA DATE REQUESTED: February 28, 2011

ACTION REQUESTED: Approve the farm leases with various farmers to plant and maintain the City Owned tillable fields.

DESCRIPTION: The City owns property at several locations throughout the area that are still tillable. Leases have been worked out with 5 individuals to cover all the property. There is property on the north side in the north business park area, on the south side in the south business park, and at the airport. This keeps the property in production of crops and keeps us from having to maintain it.

I recommend that these leases be approved.

FINANCIAL IMPACT: This is income.

NEIGHBORHOOD CONCERNS: Keeps empty land productive.

IMPACT IF APPROVED: Land continues to produce crops and is maintained.

IMPACT IF DENIED: Land is no longer farmed and becomes a maintenance issue.

ALTERNATIVES: Sell the land

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

√	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director:
Date: 2/18/11
Finance Department (Certification of Availability of Funds):
Date: N/A
Corporation Counsel:
Date:
City Manager:
Date:

Pekin Farm Leases 2011					
Tenant	address	Farm Location	Acres	Cash rent per acre	Total
Rob Clark	4005 Edge Water Dr. Pekin, IL 61554	Rt 98 East (30 acres)	29.4	\$90.00	\$2,646.00
Steve Eitenmiller	P.O. Box 272 Groveland, IL 61535 ph: 309-387-6836	Rt 98 West (30 acres)	30	\$90.00	\$2,700.00
Mark Weyhrich	15190 Christmas Tree Rd Green Valley, IL 61534 PH:309-348- 6328 241-9298	Pekin Airport	122.2	\$65.00	\$7,943.00
Mark Berg	7414 Airport Rd, Manito, IL 61546 PH:309-545-2623	Riverway Business Park Hanna South	146.91	\$210.00	\$30,851.10
Mike Hoeft	408 W. Fourth St. Delavan, IL 61734 PH: 309-696-1297	Riverway Business Park Hanna North	57.65	\$90.00	\$5,188.50
Total					\$49,328.60

Pekin Farm Leases 2010					
Tenant	address	Farm Location	Acres	Cash rent per acre	Total
Rob Clark	4005 Edge Water Dr. Pekin, IL 61554	Rt 98 East (30 acres)	29.4	\$90.00	\$2,646.00
Steve Eitenmiller	4321 Sheridan Rd Pekin, IL 61554	Rt 98 West (30 acres)	30	\$90.00	\$2,700.00
Mark Weyhrich	15190 Christmas Tree Rd Green Valley, IL 61534 PH:309-348-6328	Riverway Business Park Hanna & IL 29	Out of Production		
Mark Weyhrich	15190 Christmas Tree Rd Green Valley, IL 61534 PH:309-348-6328	Pekin Airport	122.2	\$50.00	\$6,110.00
Mark Berg	7414 Airport Rd, Manito, IL 61546 PH:309-545-2623	Riverway Business Park Hanna South	146.91	\$210.00	\$30,851.10
Mike Hoeft	408 W. Fourth St. Delavan, IL 61734 PH: 309-696-1297	Riverway Business Park Hanna North	57.69	\$210.00	\$12,114.90
Total				\$54,422.00	

Pekin Farm Leases 2009				
Tenant	address	Farm Location	Acres	Cash rent per acre
Rob Clark	4005 Edge Water Dr. Pekin, IL 61554	Rt 98 East (30 acres)	29.4	\$90.00
Steve Eitenmiller	4321 Sheridan Rd Pekin, IL 61554	Rt 98 West (30 acres)	30	\$90.00
Mark Weyhrich	15190 Christmas Tree Rd Green Valley, IL 61534 PH:309-348-6328	Riverway Business Park Hanna & IL 29	20.52	\$14.62
Mark Weyhrich	15190 Christmas Tree Rd Green Valley, IL 61534 PH:309-348-6328	Pekin Airport	122.2	\$50.00
Mark Berg	7414 Airport Rd, Manito, IL 61546 PH:309-545-2623	Riverway Business Park Hanna South	135/22.65	\$170/\$85
Mike Hoeft	408 W. Fourth St. Delavan, IL 61734 PH: 309-696-1297	Riverway Business Park Hanna North	79	\$170/\$85
Total				\$49,143.25

CASH FARM LEASE

THIS LEASE is entered into this ____ day of _____, 2011, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK WEYHRICH, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following 122.2 Agricultural Stabilization and Conservation Service ("ASCS") crop acres of Pekin Municipal Airport situated in County of Tazewell and State of Illinois, described as follows:

39.1 ASCS tillable acres of uneven width North of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

39.6 ASCS tillable acres of uneven width South and East of the runway in the South Half of the of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

26.5 ASCS tillable acres in the West Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

17.0 ASCS tillable acres of uneven width surrounding the end of the runway in th East Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois.

PIN: 10-10-33-100-007 & 10-10-32-200-009

together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be for a period of two (2) years from March 1, 2011 to February 28, 2013, with the option to renew for a further two (2) years with renegotiated terms. TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of SIXTY FIVE (\$65.00) Dollars per acre consisting of 122.2 acres, or a total annual cash rent of Seven Thousand Nine Hundred Forty Three and no/100 (\$7,943.00) Dollars on November 1, 2011, and on the 1st day of November 2012.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.

12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
 - (d) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by

serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as

provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW AND NATIONAL EMERGENCY. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

A. In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with, but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.

B. During the time of war or national emergency, TENANT shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this lease to the Government shall be suspended.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or

for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

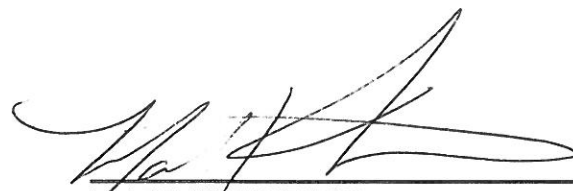
17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes. The agricultural crop production shall not be in conflict with Federal, State or local restrictions, regulations and laws pertaining to land used located next to or near airports. This Lease shall be subordinate to the provisions of any existing lease, agreement or regulation between Lessor and the United States, relative to the operation or maintenance of the Airport.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager



MARK WEYHRICH

CASH FARM LEASE

THIS LEASE is entered into this ____ day of _____, 2011, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MICHAEL HOEFFT, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

TRACT I: (City of Pekin)

The Northeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM any part of said land falling within the right of way of the Illinois Central Railroad Company, AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 2 in RIVERWAY BUSINESS PARK 2ND ADDITION, more particularly described as follows: A part of the Northeast Quarter of Section 10 in Township 24 North, Range 5 West of the Third Principal Meridian, being a part of the Riverway Business Park 2nd Addition, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 10; thence South 89° 44' 30" East at a distance of 133 feet; thence South 00° 02' 59" West at a distance of 5 feet to the Point of Beginning of the tract to be described; thence South 89° 44' 30" East at a distance of 2004.57 feet; thence South 00° 14' 24" East at a distance of 295.01 feet; thence South 89° 44' 30" East at a distance of 443.02 feet; thence South 00° 14' 24" East at a distance of 2190.50 feet; thence North 89° 44' 30" West at a distance of 460.02 feet; thence North 00° 14' 24" West at a distance of 1265.47 feet; thence North 89° 44' 30" West at a distance of 1993.74 feet; thence North 00° 02' 59" East at a distance of 1220.01 feet to the Point of Beginning, containing 79.00 acres, more or less, as shown on a Plat recorded in Plat Book DDD, Page 16, situated in Tazewell County, Illinois.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 1 in RIVERWAY BUSINESS PARK 2ND ADDITION, more particularly described as follows: A part of the Northeast Quarter of Section 10 in Township 24 North, Range 5 West of the Third Principal Meridian, being a part of the Riverway Business Park 2nd Addition, being more particularly described as follows:

Commencing at the Northeast corner of Section 10; thence North 89° 44' 30" West at a distance of 50 feet; thence South 00° 14' 24" East at a distance of 5 feet to the Point of Beginning of the tract to be described; thence South 00° 14' 24" East at a distance of 295.01 feet; thence North 89° 44' 30" West at a distance of 443.02 feet; thence North 00° 14' 24" West at a distance of 295.01 feet; thence South 89° 44' 30" East at a distance of 443.02 feet to the Point of Beginning, containing 3.00 acres, more or less, as shown on a Plat recorded in Plat Book DDD, Page 16, situated in Tazewell County, Illinois.

PIN: 10-10-10-200-005

and consisting of approximately 79 acres, 57.65 of which are tillable, together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2011 to February 29, 2012, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of Ninety (\$90.00) Dollars per acre consisting of 57.65 acres, or a total annual cash rent of Five Thousand One Hundred Eighty eight and 50/100 (\$5,188.50) Dollars on November 1, 2011, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

- A. Activities required:
 - 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
 - 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
 - 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
 - 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
 - 5. To haul out and spread all manure as soon as practicable on appropriate fields.
 - 6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
 - 7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.

8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

F. Sale or Lease of Premises: Nothing in this agreement shall be construed to prevent the LANDLORD from selling real property, or leasing real property for non-agricultural purposes at any time during the term of this agreement, subject only to the LANDLORD'S duty to reimburse the TENANT for his investment and labor. For any such real property sold or

leased, LANDLORD agrees to release TENANT from LANDLORD'S obligation under this agreement to cultivate said parcel of property.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

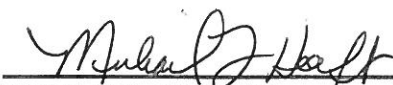
17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager


MICHAEL HOEFFT

CASH FARM LEASE

THIS LEASE is entered into this 31 day of JANUARY, 2011, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK BERG, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof - containing 157.65 acres, more or less.

PIN: 10-10-10-400-001

together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2011 to February 29, 2012, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of Two Hundred Ten (\$210.00) Dollars per acre consisting of 146.91 acres, or a total annual cash rent of Thirty Thousand Eight Hundred Fifty-One and 10/100 (\$30,851.10) Dollars on November 1, 2011, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

- 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
- 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
- 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
- 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- 5. To haul out and spread all manure as soon as practicable on appropriate fields.
- 6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
- 7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- 9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent

shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD ' S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD ' S lien for rent and performances: The LANDLORD ' S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD ' S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT ' S farming operations.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether Or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD' s option, exercised after expiration of the period provided below, maybe canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager


MARK BERG

CASH FARM LEASE

THIS LEASE is entered into this _____ day of _____, 2011, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and STEVE L. EITENMILLER, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

TRACT I:

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.

EXCEPT that part commencing at the Northeast Corner of the Southeast Quarter of said Section 23; thence North 89 degrees 55 minutes 35 seconds West on the North line of said Southeast Quarter, 379.709 meters (1245.76 feet) to the East Line of the West 60 feet to the West 50 acres of the East Half of the Southeast Quarter of said Section 23, said point being 1.694 meters (5.65 feet) normally distant Northerly from the existing Centerline of F.A.U. Route 6769 (Illinois marked Route 98), said point also being the Point of Beginning; thence South 0 degrees 48 minutes 22 seconds East on said East line, 14.036 meters (46.05 feet) to a point being 12.324 meters (40.49 feet) normally distant Southerly from said Centerline; thence North 87 degrees 59 minutes 46 seconds West, 18.308 meters (60.07 feet) to the West line of the East Half of said Southeast Quarter, said point being 11.520 meters (37.80 feet) normally distant Southerly from said Centerline; thence North 0 degrees 48 minutes 22 seconds West along said West line, 13.419 meters (44.03 feet) to the North Line of said Southeast Quarter, said point being 1.899 meters (6.23 feet) normally distant Northerly from said Centerline; thence South 89 degrees 55 minutes 35 seconds East along said North Line, 18.288 meters (60.00 feet) to the Point of Beginning, containing 251 square meters, more or less, or 0.0251 hectare, more or less, of which 200 square meters, more or less, or 0.0200 hectare, more or less, is in existing public road right of way (containing 2,702 square feet, more or less, or 0.062 acre more or less, of which 2,153 square feet, more or less, or 0.049 acre, more or less, is in existing public road right of way.)

TRACT II:

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 minutes 34 seconds West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of 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 & 04-04-23-400-005

and consisting of approximately 30 acres, together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2011 to February 28, 2012, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.
2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of Ninety (\$90.00) Dollars per acre consisting of 30 acres, or a total annual cash rent of Two Thousand Seven Hundred and no/100 (\$2,700.00) Dollars on November 1, 2010, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.
3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:
 - A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
 - B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
 - C. The performing and furnishing of all work and labor required for repairing and improving the premises.

D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.

9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same,

and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

F. Sale or Lease of Premises: Nothing in this agreement shall be construed to prevent the LANDLORD from selling real property, or leasing real property for non-agricultural purposes at any time during the term of this agreement, subject only to the LANDLORD'S duty to reimburse the TENANT for his investment and labor. For any such real property sold or leased, LANDLORD agrees to release TENANT from LANDLORD'S obligation under this agreement to cultivate said parcel of property.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an

assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

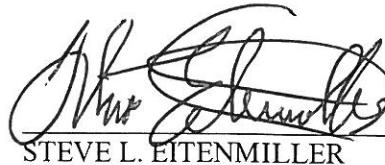
17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager


STEVE L. EITENMILLER

CASH FARM LEASE

THIS LEASE is entered into this 4 day of Feb, 2011, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and ROB CLARK, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, 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

and consisting of approximately 29.40 acres, together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2011 to February 28, 2012, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of Ninety (\$90.00) Dollars per acre consisting of 29.40 acres, or a total annual cash rent of Two Thousand Six Hundred Forty-six and no/100 (\$2,646.00) Dollars on November 1, 2010, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the

LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

F. Sale or Lease of Premises: Nothing in this agreement shall be construed to prevent the LANDLORD from selling real property, or leasing real property for non-agricultural purposes at any time during the term of this agreement, subject only to the LANDLORD'S duty to reimburse the TENANT for his investment and labor. For any such real property sold or leased, LANDLORD agrees to release TENANT from LANDLORD'S obligation under this agreement to cultivate said parcel of property.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either

of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager



ROB CLARK

CITY OF PEKIN

ORDINANCE NO. 1462-A302-10/11

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1.D.,
OF THE CODE OF THE CITY OF PEKIN 1995
TRAFFIC CODE
REGARDING NO PARKING SCHEDULE
AVON STREET AND CHARLES STREET**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 28TH DAY OF FEBRUARY 2011**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 28TH DAY OF FEBRUARY 2011**

EFFECTIVE MARCH 10TH, 2011

ORDINANCE NO. 1462-A302 – 10/11

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
AVON STREET AND CHARLES 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 concerns on Avon Street at Charles Street at the Traffic Safety Committee Meeting on February 4, 2011; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking on the inside curve on Avon Street (west side) at Charles Street (south side) from the first driveway (approximately 50') on the west side of Avon Street around the curve 50' onto Charles 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 August 23, 2010 in its entirety, and inserting the No Parking Schedule dated February 28, 2011 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 _____, 2011; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2011.

Mayor

ATTEST:

City Clerk

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00pm	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	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	8am-4pm	School	Court Street (Frontage)	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	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	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
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	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	8:15am-8:45am,	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	McLean Street	151' West of 8th Street	225' West of 8th Stre	West	North	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
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 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
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	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	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Park Avenue	13th Street	14th Street	East	South	09-22-08
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Street	drive @ apt Maple Par	East/North	South/	08-24-09
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	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	South 8th Street	South 9th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Prince Street	12th Street	14th Street	East-West	Both	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	RWBPF Frontage Rd	Enterprise Drive	North End	North-South	Both	
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sheridan Road	600' east of Redwoo	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
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 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	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 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McL	North	East	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
2 hours	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 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vi	West	North	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 28TH DAY OF FEBRUARY 2011, ADOPTED ORDINANCE NO. 1462-A302-10/11 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2011.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

No Parking on Inside Curve at Avon and Charles

