City of Pekin

REGULAR COUNCIL MEETING MONDAY, JANUARY 13, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting December 9, 2013 and the Emergency Meeting of December 13, 2013.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Police November Report, Traffic Safety Minutes December 6, 2013, Liquor Commission Minutes November 21, 2013, and Tazewell County Animal Control November Report.		
7.2 Receive and File Proclamation: "Dr. Martin Luther King Jr. Day" January 20, 2014.		
7.3 Resolution No. 86-13/14 – Regarding Minutes of Executive Session Meetings of the City Council		
7.4 Receive and File: Scheduled Council Meeting Dates 2014		
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 Front Street Presentation	MG	3
9.0 NEW BUSINESS		

9.1 Ordinance No. 2693-13/14 – Providing for the Execution of a Memorandum of Agreement by the City of Pekin **DESCRIPTION:** The Agreement with Norman Irwin Trustee of Albert F. Smith contemplates the exchange of real estate sought for the proposed Bureau of Prisons expansion. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	DG	1
9.2 Engineering Agreement with Hanson Professional Services Inc. **DESCRIPTION:** The Phase II Agreement provides engineering to design the repairs and modifications needed to Court Street in preparation for the transfer from the State after completion of Veterans Drive South. **ACTION:** Motion to approve the Agreement in the amount of $1,100,000.00. **VOTE REQUIRED**	JW	3
9.3 Five Year Lease Agreement **DESCRIPTION:** Terms of Lease Agreement with Holzwarth-Flexsenhar, LLC for a period of 5 years for the use of Corporate Hangar E at the Pekin Municipal Airport. **ACTION:** Motion to approve the Lease. **VOTE REQUIRED**	JW	1 3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Staff **10.2** Council **10.3** Five Minute Public Comments **10.4** Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (1) Personnel		
12.0 ADJOURN **No Vote Required**		

Column 1 Key:

JW Joseph Wuellner City Manager DG Darin Girdler Assistant City Manager
MG Michael Guerra City Engineer

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.

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**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, DECEMBER 9, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, MCCABE, GILLESPIE, GOLDEN, ORRICK, AND BARRA,

ABSENT: NONE

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

Roll was called. All members were physically present. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Orrick, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of November 25, 2013 be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Orrick, seconded by Council Member Hendricks, that the **CONSENT AGENDA be approved as presented.** The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File: Pekin Public Library Fund Financial Statements April 30, 2013 Prepared by Willock Warning & Co., P.C.
7.2 Receive and File: Zoning Board of Appeals Minutes dated November 13, 2013.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Mayor Barra opened a **PUBLIC HEARING** for the Annual Levy Ordinance Fiscal Year May 1, 2013 to April 30, 2014 at 5:32 p.m. The public was given the opportunity to be heard to give testimony on the proposed increase of 4.9% to the municipality's tax levy. No one wished to be heard. Mayor Barra closed the hearing at 5:33 p.m.

NEW BUSINESS

DISCUSSION OF LIBRARY BONDING REFERENDUM

Mayor Barra gave each Council Member the opportunity to address the matter requested by Council Member Golden to place the Library's request for a $5.6 million bond before the taxpayers as a Public Question at the next election.

Council Member Orrick compared the acceptance by the public to allow the Park District to bond for the expenses of the new Sports Complex. He felt if the citizens supported an athletic project for the youth of the community then they would support improvements to the literacy of the community's youth without the necessity of a referendum. Council Member Golden disagreed, sighting that Library Director, Jeff Brooks had stated that programs were presently sufficient for the youth. Council Member Golden felt improvements to the structure could be made for far less than presented at the previous meeting. The City could better serve the taxpayer and it was not a good time to tax more. Council Member McCabe felt costs were legitimate but he needed more questions answered. Council Member McCabe questioned the determination of the amount proposed and was told the proposed $5.6 million bond was based on the 2008 schematic $9 million plan but scaled back.

Council Member Abel supported improvements based on increase in usage. Council Member Hendricks said he supported the Library improvements but he was not against asking the taxpayers if they supported the expense by placing the question on referendum. Council Member Gillespie thought there were too many unknowns to place the question before the voters. Attorney Dancey voiced the opinion that the Public, Library Board, or the Council are able to place the issue on the ballot by referendum or by petition. Mayor Barra noted that if the public were against the proposed bonding for the expenses of the improvements they had not spoken out at the public meetings or in the press.

RESOLUTION NO. 82-13/14
FINAL PLAT DEERFIELD SUBDIVISION 6A

Motion by Council Member Abel, seconded by Council Member Orrick that Resolution No. 82-13/14 be adopted. City Manager Joseph Wuellner advised that the action approved the final section of the 6th addition to Deerfield Estates Subdivision. The section would include 12 new single family residential lots to intersect with Hanna Drive. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Gillespie that the **TIF FAÇADE REVITALIZATION PROGRAM GRANT FOR 518 COURT STREET in the amount of $8,084.75 be approved.** Leigh Ann Matthews presented the application recommended by the Main Street Design Committee to pay Bill and Shelby Resse according to the program $8,084.75 for eligible exterior expenses to enhance 518 Court Street property. The Resse's would operate a Nail Salon Business. Council Member Orrick voiced concern of the program itself that there were no bids from local contractors. Council Member Golden expressed his concern that the structural report submitted had a December 9, 2013 date. He questioned who would check for ADA compliance On roll call vote all present voted aye.

ORDINANCE NO. 2692-13/14
MAKING, LEVYING, AND ASSESSING MUNICIPAL TAXES
FOR THE FISCAL YEAR MAY 1, 2013 TO APRIL 30, 2014

Motion by Council Member Gillespie, seconded by Council Member McCabe that Ordinance No. 2692-13/14 be adopted. Assistant City Manager Darin Girdler presented a proposed 2013 Levy of $6,180,693.00, a 4.9% higher than last year. The estimate was made to again assist in an attempt to bolster losses of over $1.6 million each year in the General Fund due to unfunded Solid Waste and Storm Sewer expenses and increased pension costs. Council Member McCabe was not in favor of a 4.9% increase but stated the City had to plan for unforeseen expenses such as the tornado.

Motion was then made by Council Member McCabe, seconded by Council Member Abel that Ordinance No.2692-13/14 be amended to 3%. On roll call vote, Ayes, Gillespie, McCabe, Abel, and Barra; Nays, Golden, Orrick, Hendricks. Motion carried.

Council Member Orrick suggested a 1½% increase noting new revenues from gaming and the AMT franchise should be considered. Council Member Abel stated the City could not continue to play catch-up to expenses. Council Member Golden said he would not support 4.9% and did not want to support 1½%. He favored 0% increase. Council Member Hendricks was told all pensions had increased and if levy remained the same the General fund would be needed to pay fire, police and IMRF pension contributions. Council Member Hendricks felt the Council could work through the budget and find cuts to the levied General Fund description of "wages and benefits." Council Member Gillespie questioned what personnel could be cut after the suggestion had been discussed. He felt gradual increases to the levy were necessary and spoke in support of the 3% increase. Mayor Barra spoke of planning for unexpected expenses such as the Spring Flood and the tornado. She was in favor of 4.9% but would support a 3% increase.

Motion by Council Member Gillespie, seconded by Council Member McCabe that Ordinance No. 2692-13/14 be adopted as amended. On roll call vote, Ayes, Gillespie, McCabe, Abel, and Barra; Nays, Golden, Orrick, Hendricks. Motion carried.

City Clerk Sue McMillan explained the language in the outstanding Waste Water Treatment Plant Improvements Bond Issue and the new Capital Improvement Projects Bond Issue through Bernardi Securities, Inc. provided for the levy of taxes to pay principal and interest amounts on the bonds. She stated that the two resolutions being presented were intended to authorize that taxes not be levied against taxable real property in the City of Pekin because there were other sufficient sources of funds to make those payments.

RESOLUTION NO. 83-13/14
ABATEMENT RESOLUTION

Motion by Council Member Hendricks, seconded by Council Member Orrick, that Resolution No. 83-13/14 Abatement of Taxes Ordinance No. 2667-12/13 providing for the issue of $2,100,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2012 and Ordinance No. 2673-12/13 providing for the Levy and Collection of Taxes based on $1,975,000,00 Aggregate Principal of General Obligation Bonds, Series 2012, abating $310,800.00, be adopted. On roll call vote all present voted Aye.

RESOLUTION NO. 84 -13/14
ABATEMENT RESOLUTION

Motion by Council Member Hendricks, seconded by Council Member Orrick, that Resolution No. 84-13/14 Abatement of Taxes Ordinance No. 2625-10/11 providing for the issue of $7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, abating $604,630.00, be adopted. On roll call vote all present voted Aye.

ANY OTHER BUSINESS BEFORE THE COUNCIL

The Council wished everyone a very Merry Christmas and safe New Year.

James Bruen, 1014 Truman expressed appreciation to the City and employees for the fast cleanup of the north side after the tornado. Council Member Abel recognized that firefighter and soldier Eric Benson was diploid over seas. He encouraged the community to shop Pekin first for the holidays. Council Member Orrick thanked his wife for 45 years of marriage. Steve Moore, 2010 Westgate Drive expressed appreciation to Dave Hess and Tom Schaub for extending sound and video of the Council meetings to the City Hall lobby.

EXECUTIVE SESSION

Motion by Council Member Golden, seconded by Council Member Orrick, that the Council move to Executive Session at 7:05 p.m. to discuss 65 ILCS 120/2 (c) (5.) Acquisition of Property and (2.) Collective Bargaining. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member McCabe, seconded by Council Member Abel that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 6:45 P.M.

Sue E. McMillan
City Clerk

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PROCEEDINGS OF AN EMERGENCY MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON FRIDAY, DECEMBER 13, 2013, AT 4:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, MCCABE, GILLESPIE, GOLDEN, AND BARRA,

ABSENT: COUNCIL MEMBER ORRICK AND HENDRICKS

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An emergency meeting was called by Mayor Barra on December 12, 2013 and as providing in 5 ILCS 120/2.02 news media which had filed an annual request for notice were contacted and the notice and agenda were posted in City Hall as soon as practical on that date.

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

Roll was called. All members were physically present except Council Member Orrick and Council Member Hendricks. A quorum was present.

AGENDA

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

NEW BUSINESS

RESOLUTION NO. 85-13/14
DECLARING LOCAL DISASTER AND ADDRESSING RECOVERY

Motion by Council Member Golden, seconded by Council Member Abel that Resolution No. 85-13/14 be adopted. Council was advised that the City of Pekin experienced widespread damage from a category EF4 tornado on November 17, 2013. The purpose of adopting the Resolution of Disaster/Recovery was to recoup Federal Emergency Management Agency (FEMA) funding that was in peril of being lost.

The submittal for anticipated costs that were impacted by the storm was revised to include an additional $357,390.00 of eligible costs of debris removal for all the homes that may become potential nuisances. The resolution along with initial damage assessment costs tabulations would be submitted prior to the December 15, 2013 cutoff date. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The public was informed that FEMA and Small Business Administration specialists would be available to answer questions and talk to survivors on Tuesday, December 17, 2013 @ 6:30 p.m. at the Avanti's Dome. Council Member McCabe encouraged the community to apply for disaster assistance.

No further business to come before the Council, motion by Council Member Golden, seconded by Council Member Abel that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 4:35 P.M.

Sue E. McMillan
City Clerk

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR NOVEMBER 2013

	NOVEMBER 2012	OCTOBER 2013	NOVEMBER 2013
TRAFFIC TICKETS	284	343	240
WARNING TICKETS	146	110	61
OFFENSES	460	453	336
ARRESTS	270	225	162
PARKING TICKETS	102	139	84
STOPS	1167	1371	912

CITY ORDINANCE TICKETS FOR NOVEMBER 2013

NUMBER OF TICKETS WRITTEN 36
NUMBER OF TICKETS PAID OVER THE COUNTER 13
FINES COLLECTED OVER THE COUNTER $2950.00

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
DECEMBER 6, 2013 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Kurt Nelson, Mike Guerra, Bob Shaw, Ron Mayeur
Also present: Jim Kaminski, Bill Scarcliff, Lee Ann Wrhel

Approval of Agenda – Motion by Kurt, seconded by Joe. All in favor.

Approval of Minutes, Meeting of November 1, 2013 – Motion by Joe, seconded by Ron. All in favor.

Old Business:

1. *Barrier Options End of Veteran's at Sheridan*
   Mike reported that most traffic barriers are designed to put drivers back on the road. He suggested flashing red solar lights on top of the red diamond signs in place in this location. Street lights will also be in place at this intersection. In order to widen the warning area, t-posts with red reflectors will be installed and 2 flashing red solar lights will be installed on top of the red diamond warning signs. These extra posts will be put in place for more visibility and if a vehicle goes over the edge, the damaged posts would be an alert that someone may be trapped in their vehicle.

2. *S. Capitol and S. 4th Street One-Way to Two-Way Conversion Plan*
   The conversion plan was put in place on Thursday. The signage and barrels are working well. The barrels will be taken out on the Monday before Christmas, December 23rd. Joe asked Lee Ann to contact the Postmaster about the mail drop box located on the east side of the 300 Block of S. 4th Street. (After the meeting, the Postmaster was contacted. He stated that he had not been aware of the traffic pattern change and he will have the mail drop box removed in that location as soon as he can make arrangements to get it done.)

New Business:

1. *Speed Limit Signage Hanna Drive*
   Sue Hurd, 1840 Parkfield, 353-2277, was in attendance at the meeting for this agenda item. She is concerned with speeding on Hanna Drive. She requested more speed limit signs in both directions. She stated that speeding is most prominent during work traffic, mostly 5:00 to 7:00 a.m. and then again from 4:00 to 6:00 p.m. She also brought up truck traffic on Hanna Drive. The committee explained to her that the number of signs there are adequate and truck traffic is being allowed there because Veteran's Drive is closed at this time. When Veteran's Drive reopens, the truck traffic will no longer be allowed to use Hanna Drive. Joe made a motion to leave the signage on Hanna Drive as is and enforcement of the speed limit will be stepped up. The motion was seconded by Kurt. All in favor. The police department will also check into installing the Speed Spy on Hanna Drive.

2. *Alley Between S. Capitol St. and S. 4th St.*
   Jeff Brooks, Pekin Public Library was in attendance at the meeting for this agenda item. It was noted that in February of 2013, all alleys were deemed 2-way. Joe requested that any one-way alley signs still in place be taken down.

Around the Table
Mike reported that the installation of the sidewalk along Koch Street in the area of the sports complex is going very well.

Ron thanked everyone for the tornado clean up. It was a lot of work. Job well done by the city.

Bob stated that during the tornado aftermath, communication was the key.

Mike thanked Mike Eeten (police department PIO) for a job well done getting information out to the public.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JANUARY 3, 2014 @ 8:30 A.M.

PEKIN ILLINOIS

LIQUOR COMMISSION MINUTES
THURSDAY, NOVEMBER 21, 2013
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Liquor Commissioner Barra called the meeting to order at 4:00 p.m.

PLEDGE of ALLEGIANCE led by Liquor Commission

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Fire Chief Kurt Nelson, Commission Member Dale Vonderheide, and Commission Member Buster Hanley.

Absent: Deputy Liquor Commissioner Rick VonRohr and Police Chief Greg Nelson

Also present: Attorney Sue Bosich – Corporation Counsel
Public present: Attorney Bridgett Lobacz, Nick Filarski, Mike Gardner, Dianne Walters, Aaron Rodgers,

Police Chief Greg Nelson entered the meeting at 4:03pm

APPROVAL OF AGENDA
Motion made by Commission Member Vonderheide to approve the Agenda for November 21, 2013, seconded by Commission Member Hanley. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES
Motion made by Commission Member Hanley to approve the Liquor Commission Minutes of October 24, 2013, seconded by Fire Chief Nelson. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
Aaron Rodgers from Jac's Doghouse and introduced his business partner Heidi. Aaron asked if there was any enforcement to businesses on the late 2% Food and Beverage tax paid to the City. Is there something in place?

Attorney Sue Bosich explained the procedure when a business is late paying. Melanie Nievar, Finance (Waste water Supervisor) will mail out a letter of arrears and give up to 10 days to pay, plus interest. If they do not pay Melanie will then send Attorney Bosich the information. Attorney Bosich then files a complaint letter from her office with a fine. Which will be dismissed of the court cost if paid within 21 days. If not paid then a hearing will be set with the Tazewell County Court House. They are given a certain number of days to pay before court, if they come in and pay then the court date is dismissed. Fines for first offense can be up to $1,000. They can also be called for a hearing with the Liquor Commission and their liquor license could be fined, suspended or revoked.

OLD BUSINESS
Sub-Committee Report Recommendation to sell alcohol (beer and wine) in selected gas stations/convenience stores
Discussion: Fire Chief Nelson stated the sub-committee had a split decision on bringing their findings to the Liquor Commission. If gone to Liquor Commission to send a recommendation to City Council this is what would be recommended:

1) Minimum of 1200 square feet of Retail Sales space
2) Beer & Wine license only
3) No single (bottle or can) sales of beer
4) No alcohol sampling in any gas stations

Police Chief Nelson stated they were no longer going to pursue it. Liquor Commissioner Barra stated this action is closed at this time.

Liquor Commission will have to pick a day in December, since our next meeting falls the day after Christmas. Our next meeting will be held on December 19th, 2013 at 4:00pm.

Discussion: Quick Pic, 422 Derby Street –Attorney Bridgett Lobacz apologized for being unprepared today. She thought the meeting was cancelled and just received notice that the meeting was today. Attorney Lobacz asked for a continuance

Motion made to table this discussion until the December 19th, 2013 Liquor Commission meeting.

NEW BUSINESS
2% Food and Beverage Tax late returns
Melanie Nievar emailed out late returns to the Liquor Commission on November 20th, 2013

ANY OTHER BUSINESS

Police Chief Nelson will not be at the December 19th meeting.

Police Chief Nelson made a motion to adjourn, seconded by Liquor Commissioner Vonderheide, meeting adjourned 4:15 P.M.

Next Meeting will be Thursday, December 19, 2013 at 4:00 P.M.
Respectfully submitted, Paula Gensel

nimal Counts Brought in by Wardens between November 1, 2013 and November 30, 201

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1511 SARA LANE 3	11/8/2013	Cat	DMH	E	0	131835
	Hoyland	City	1511 SARA LANE 3	11/8/2013	Cat	DSH	E	0	131836
	Hoyland	City	606 STATE	11/3/2013	Dog	HUSKY MIX	R	1	131812
	HARMS	City	1400 BLK N 8TH	11/9/2013	Dog	DALMATION	E	0	131843
	Hoyland	City	115 HAMILTON	11/12/2013	Cat	DSH			131859
	Hoyland	City	1219 WILLOW	11/4/2013	Dog	BEAGLE	R	1	131817
	HARMS	City	1515 N 12TH	11/13/2013	Dog	LAB	R	1	131863
	HOMERI	City	322 CAROLINE	11/18/2013	Dog	BASENJI	E	2	131884
	HOMERI	City	322 CAROLINE	11/18/2013		BASENJI	E	2	131883
	HOMERI	City	1502 N CAPITAL	11/18/2013	Other	GRT HORNED OW	REL	0	131882
	Hoyland	City	1410 S 10TH	11/1/2013	Cat	DSH	A	17	131807
	HOMERI	City	100 TAPS LANE	11/18/2013	Dog	LAB PIT			131961
	Hoyland	City	1900 sheridan apt 4	11/27/2013	Cat	dlh			131962
	HOMERI	City	903 CHARLES	11/15/2013	Cat	DSH			131876
	Hoyland	City	910 HAMILTON	11/1/2013	Cat	DSH			131809
	Hoyland	City	PEKIN ANIMAL HOSPITAL	11/19/2013	Cat	DSH			131905
	Hoyland	City	2215 SUNSET	11/22/2013	Cat	DSH			131937
	Hoyland	City	ST JOSEPH CHURCH	11/22/2013	Cat	DSH			131940
	Hoyland	City	900 BLK PRINCE	11/23/2013	Dog	HOUND			131941
	Hoyland	City	1420 BELLAIRE	11/25/2013	Cat	DSH	E	0	131944
	Hoyland	City	200 BLK HERGET	11/1/2013	Dog	PIT	R	3	131804
	Hoyland	City	416 CATHERINE APT 1	11/5/2013	Dog	LAB/HUSKY	REL	0	131824
	Hoyland	City	1511 SARA LANE 3	11/8/2013	Cat	DMH	E	0	131834
	Hoyland	City	PEKIN ANIMAL HOSPITAL	11/19/2013	Cat	DSH			131904
	Hoyland	City	PEKIN ANIMAL HOSPITAL	11/19/2013	Cat	DSH			131903
	Hoyland	City	PEKIN ANIMAL HOSPITAL	11/19/2013	Cat	DSH			131902
	Hoyland	City	PEKIN ANIMAL HOSPITAL	11/19/2013	Cat	DSH			131901
	Hoyland	City	PEKIN VET CLINIC	11/6/2013	Cat	PERSIAN	A	9	131828
	Hoyland	City	USCO ON DERBY	11/7/2013	Dog	LAB	R	0	131830
	Hoyland	City	334 DERBY	11/21/2013	Cat	DLH			131923
	Hoyland	City	1410 S 10TH	11/25/2013	Cat	DSH			131945

Total Dogs picked up in Pekin: 10

Total Cats picked up in Pekin: 19

Total Others picked up in Pekin: 1

ımal Counts Brought in by Individuals between November 1, 2013 and November 30, 20

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	3807 GARDEN CT	11/18/2013	Cat	DSH	E	2	131910
	Owner R	City	1808 1/2 VIENNA CT	11/11/2013	Cat	DLH	E	2	131847
	Owner R	City	1429 n 8th st	11/7/2013	Dog	DACHSHUND	E	-30	131831
	Individua	City	9 BRIARCLIFF CT	11/27/2013	Cat	DSH			131955
	Individua	City	1201 ANN ELIZA	11/22/2013	Dog	LAB MIX			131935
	Individua	City	100 AMANDA	11/15/2013	Cat	DSH			131871
	Individua	City	340 1/2 S CAPITAL	11/12/2013	Cat	DSH	E	1	131849
	Individua	City	36 N 20TH	11/10/2013	Cat	DSH	E	0	131846
	Individua	City	S 2ND ST	11/8/2013	Dog	SHEP MIX	REL	18	131839
	Individua	City	S 2ND	11/8/2013	Dog	PIT	E	17	131838

Total Dogs picked up in Pekin: 4

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 0

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, citizens of Illinois and across the country honor Dr. King's legacy each year in January; and

WHEREAS, Dr. King recognized that everybody can be great because everybody can serve, and, during his lifetime, encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Martin Luther King Day focuses on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, thousands of Illinois residents will commemorate the significance of Martin Luther King Day by performing community service that benefits communities and neighborhoods, and provides a fitting memorial to the life of Dr. Martin Luther King, Jr.

NOW, THEREFORE, BE IT RESOLVED that I, LAURIE BARRA, Mayor, City of Pekin, Illinois, do hereby proclaim January 20th, 2014, as

"DR. MARTIN LUTHER KING JR. DAY"

in the City of Pekin, Tazewell County, Illinois, urge citizens to recognize it as a day of service throughout Illinois, as well as a day to honor this profound and influential civil rights leader.

ADOPTED, this 13th day of January, in the Year of Our Lord, Two Thousand and Fourteen.

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Laurie Barra
Mayor

ATTEST:

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SUE E. MCMILLAN
City Clerk

RESOLUTION NO. 86 -13/14

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 January 17, 2014, 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 December 9, 2013 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 13th day of January 2014.

____

Mayor

ATTEST:

____

City Clerk

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK AS OF JANUARY 1, 2014

MEETINGS OF OFFICIAL BODY OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
CITY COUNCIL
2 ND AND 4TH MONDAY OF EACH MONTH UNLESS INDICATED

JANUARY 13, 2014	JANUARY 27, 2014
FEBRUARY 10, 2014	FEBRUARY 24, 2014
MARCH 10, 2014	MARCH 24, 2014
APRIL 14, 2014	APRIL 28, 2014
MAY 12, 2014	**MAY 27, 2014 - TUESDAY**
JUNE 9, 2014	JUNE 23, 2014
JULY 14, 2014	JULY 28, 2014
AUGUST 11, 2014	AUGUST 25, 2014
SEPTEMBER 8, 2014	SEPTEMBER 22, 2014
OCTOBER 14, 2014 - TUESDAY	OCTOBER 27, 2014
NOVEMBER 10, 2014	NOVEMBER 24, 2014
DECEMBER 8, 2014	DECEMBER 22, 2013 (TRADITIONALLY CANCELLED IN THE PAST)

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner

From: Darin W. Girdler, Assistant City Manager

Re: Memorandum of Agreement

AGENDA ITEM: Council authorization for the approval of a Memorandum of Agreement with NORMAN IRWIN, not personally but as Trustee of the Albert F. Smith Testamentary Trust, regarding a land trade for the proposed Bureau of Prisons expansion.

AGENDA DATE REQUESTED: January 13, 2014

ACTION REQUESTED: Authorization providing for the execution of the Memorandum of Agreement as attached.

DESCRIPTION: This agreement contemplates the exchange of real estate at a two (2) for one (1) ratio. The approximate acreage sought by the City for the prison expansion is 161. Should the City deem it necessary to act on this agreement, we would be purchasing approximately 322 acres for the exchange.

FINANCIAL IMPACT: To be determined when the exchange property is identified and the transaction is approved by the City Council.

IMPACT IF APPROVED: We have the ability to show the Bureau of Prisons that we have control of the property when necessary whereby keeping us in the forefront of new facilities to be constructed.

IMPACT IF DENIED: Potential sale of the land to another party that may not be willing to sell to or exchange with the City. Also, we would not have the ability to demonstrate to the Bureau of Prisons that we are ready and willing for their expansion in Pekin.

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 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:	
Corporation Counsel: Date:	
Finance: Date:	
City Manager: Date:	

ORDINANCE NO. ______

AN ORDINANCE PROVIDING FOR EXECUTION OF A MEMORANDUM OF AGREEMENT BY THE CITY OF PEKIN, ILLINOIS

WHEREAS, it is deemed in the best interests of the City of Pekin to begin acquisition of property for the potential expansion of the Pekin Federal Correctional Facility; and

WHEREAS, the owner of property immediately adjacent to the Pekin Federal Correctional Facility, is willing to sell the following described real estate:

APPROXIMATELY 161 ACRES OF FARM LAND

For information purposes only, no common address.

PIN:

WHEREAS, it is beneficial to the City of Pekin to obtain the property; and

WHEREAS, the City Council deems it in the best interests of the economic development of the community to proceed with acquisition of said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

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

WHEREAS, a memorandum of agreement by and between the City of Pekin and NORMAN IRWIN, not personally but as Trustee of the Albert F. Smith Testamentary Trust, (the "Owner"), has been prepared and is agreeable to Owner.

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

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin enter into a memorandum of agreement by and between the City of Pekin and NORMAN IRWIN, not personally but as Trustee of the Albert F. Smith Testamentary Trust, respecting the following described real estate, to-wit:

APPROXIMATELY 161 ACRES OF FARM LAND

For information purposes only, no common address.

PIN:

SECTION III. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Memorandum of Agreement attached hereto as Exhibit "A".

SECTION IV. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ______ day of ______________________, 2014; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ______ day of _________________, 2014.

____
MAYOR

ATTEST:

____
CITY CLERK

<u>MEMORANDUM OF AGREEMENT</u>

This Agreement is made this 13th day of December, 2013, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and NORMAN IRWIN, not personally, but as Trustee of the Albert F. Smith Testamentary Trust (the "Owner").

WHEREAS, the Owner is the owner of certain parcels of property more particularly described by their Tazewell County Parcel Index Numbers: 10-10-15-200-005; 10-10-15-200-007; and 10-10-10-400-003; comprised of approximately 161 acres, located directly adjacent to the Federal Correctional Institution of Pekin, Illinois (collectively the "Acquisition Parcels"); and

WHEREAS, the City desires to acquire the Acquisition Parcels for the purpose of streamlining any expansion of the Federal Correctional Institution of Pekin, Illinois; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcels,

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City shall obtain approximately 320 acres of farm land comparable to the Acquisition Parcels, approved by the Owner, at Owner's sole discretion.

2. The Owner shall trade the Acquisition Parcels to the City for the property acquired pursuant to Paragraph 1 above, pursuant to IRC § 1031.

3. The Owner and the City agree to transfer the subject properties free and clear of any adverse title interests, and both agree to promptly execute any and all paperwork necessary to effectuate the exchange.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City:	Darin Girdler, Assistant City Manager CITY OF PEKIN 111 S. Capitol Pekin, Illinois 61554
And	J. Scott Kriegsman Elliff, Dancey & Bosich, P.C. 109 S. Fourth Street Pekin, Illinois 61554
If to Owner:	Norman Irwin, as Trustee Albert F. Smith Testamentary Trust 18000Red Shale Hill Rd. Pekin, Illinois 61554
With copies to:	Jason W. Proehl 342 Elizabeth St. P.O. Box 1068 Pekin, Illinois 61554

(G) This Memorandum of Agreement is non-binding between the parties and is subject to the parties entering into a binding Exchange Agreement at the time the provisions of Paragraph 1 have been satisfied by the City.

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: ______________________________
Its Mayor

ATTEST:

By: ______________________________
Its Clerk

Norman Irwin, Trustee
NORMAN IRWIN, Trustee
of the Albert F. Smith Testamentary Trust

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NORMAN IRWIN, Trustee of the Albert F. Smith Testamentary Trust is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 13th day of December, 2013.

Jason W Proehl
Notary Public

"OFFICIAL SEAL"
Jason W Proehl
Notary Public, State of Illinois
My Commission Expires 1/29/2016

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: City Clerk & City Manager** **From: Michael Guerra, City Engineer**	
AGENDA ITEM: Engineering Agreement with Hanson Professional Services Inc. for Phase II Engineering of the Rehabilitation of Court Street (IL 9) for the jurisdictional transfer to the City.	
AGENDA DATE REQUESTED: January 13, 2014	
ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for Phase II Engineering of the Rehabilitation of the Court Street in the amount of $1,100,000.00.	
DESCRIPTION: This is the engineering agreement to design the repairs and modifications needed to Court Street when it gets transferred to the City after the completion of Veterans Drive South. Part of the $30 Million dollars the City received from the State to construct Veterans Drive South from Commercial Drive to IL 29 to reroute IL9 was for repairs and upgrades to Court Street so that it can get turned over to the City. Therefore in order to maximize the use of our funding we are wishing to start engineering design so that we can be prepared to bid the project in the Spring of 2016. Due the length and scope of this project, Court Street from 5th St to Veterans Drive, this agreement is for all services that may be required and is not to exceed $1,100,000.00. After initial assessments of the roadway, the necessary modifications and repairs will be prioritized to determine the best use of the limited funding remaining. I recommend that this agreement is approved so that design can start and the City can be prepared to utilize the remaining funding when Veterans is completed.	
FINANCIAL IMPACT: Not to exceed $1,100,000.00 of remaining Capitol Funding for Veterans Drive South	
NEIGHBORHOOD CONCERNS: None	
IMPACT IF APPROVED: Hanson will provide the engineering and will begin the design	
IMPACT IF DENIED: Hanson will not provide the engineering design	
ALTERNATIVES: Hire another engineering consultant to provide the services	
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: 1/6/14	
Finance Department (Certification of Availability of Funds): Date: 1-6-14	
Corporation Counsel: Date:	
City Manager: Date: 1/6/14	

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				State IL

THIS AGREEMENT is made and entered into this ______ day of January , 2014 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 Rehabilitation of Court Street (Illinois Route 9) for the Jurisdictional Transfer to the City of Pekin

Route FAP 693 Length 3.20 Mi. 16,920 FT (Structure No. ______)

Termini Court Street from Broadway Street to Veterans Drive

Description:
Potential improvements for Court Street may include new curb & gutter, pavt. patching and repair, HMA mill/overlay, pavement marking, traffic signals, storm sewer, sidewalk, ADA ramps, and retaining wall repair.

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, plats, plans 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 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 costs. 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. 4 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

By ______________________

(Seal)

Title ______________________

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University Street, Suite 200

Peoria, IL 61614

ATTEST:

By ______________________

By ______________________

Title Associate

Title Regional Vice President

Approved

____
Date

Department of Transportation

____
Regional Engineer

General Conditions

Hanson Agreement: C13L0177 **Agreement Date:** January 13, 2014

Project Name: Rehabilitation of Court Street for the Jurisdictional Transfer to the City of Pekin

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. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

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 sub-contractors 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~~
$1,000,000 LAL
~~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 Agree- ment is held to be invalid or unenforceable under any applicable statue 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

REHABILITATION OF COURT STREET FOR THE JURISDICTIONAL TRANSFER TO THE CITY

Hanson Professional Services Inc. shall prepare project development studies and plans, specifications, and estimates for roadway improvements to Court Street (Illinois Route 9) between Broadway Street and Veterans Drive, in the City of Pekin (LA). With the advancement of the Veterans Drive project, it is expected that existing traffic patterns will shift and perhaps reduce the current traffic volumes along Court Street. The City of Pekin will be assuming jurisdiction of Court Street once the Illinois 9 designation has been shifted away from Court Street to the new Veterans Drive. The desire is to reduce long term maintenance by reducing lanes and to bring sidewalks and traffic signals up to current design standards. The scope, fees, and schedule provided represent the expected upper limit of effort needed to complete the design of the improvements associated with the funding provided by the jurisdictional transfer agreement with the Illinois Department of Transportation. Task orders shall be initiated for each bold lettered scope item as necessary to ensure that available funding matches the scale of the recommended improvements. If funding from additional sources becomes available, the upper limit of the contract shall be renegotiated. Each task order shall be approved by the City Engineer.

The proposed improvements will consist of:

- Evaluating the existing roadway pavement and medians for possible repair,
- Reviewing existing traffic volumes to determine locations where a "road diet" may be used to reduce the number of travel lanes,
- Upgrading the existing sidewalks to meet current ADA/PROWAG standards including sidewalk curb ramps at intersections,
- Evaluating and adjusting drainage features to work with the proposed design and correcting any existing concerns,
- Conducting public involvement activities related to the proposed improvements, and
- Replacing existing traffic signals.

Through the initial study process potential improvements will be identified for further discussion with the City. From these discussions, areas will be targeted for various levels and types of improvements based on available funding. The studies and design shall proceed based upon task orders approved by the City Engineer to cover each phase of work, as discussed above. This approach will allow the scope to better meet the needs of the project as improvements are identified and design progresses from project development through final construction documents.

Potential improvements for Court Street may include new curb & gutter, pavement patching and repair, HMA mill and overlay, new pavement marking, new traffic signals, storm sewers repairs and modifications, new sidewalk and curb ramps, and retaining wall repair or replacement. The documents will be prepared in English units using Microstation and in accordance with IDOT's Bureau of Local Roads and Streets Manual. The Project is expected to be on a local letting targeted for March of 2016.

The Scope of Services to be provided is expected to include some or all of the following:

I. Project Development Services

The corridor boundaries for data collection are along Court Street from Broadway Street to Veterans Drive and South 8th Street from Broadway Street to Court Street. Data collection will extend 100 feet down all intersecting side roads within the corridor boundaries and 500 feet beyond the project termini at Broadway Street and Veterans Drive.

A. **Public Involvement**

1. Public Open House – expected to be one (1)
    i. Prepare and coordinate newspaper advertisements for each Public Meeting. Notices will be published in the Pekin Daily Times and on the CITY website.
    ii. Prepare exhibits and table top rollouts of the project area depicting planned improvements for discussion.
    iii. Provide comment forms, name tags, directional signage, sign-in forms and other items for each public meeting
    iv. Attend and Facilitate Meeting
    v. Prepare meeting minutes summarizing the meeting
    vi. Update the project information database with comments
    vii. Prepare responses to stakeholder comments for use by the City in public coordination.
2. Traffic Safety Committee Meetings – expected to be two (2)
    i. Prepare exhibits of the project area depicting planned improvements for discussion.
    ii. Present proposed improvements and recommendations
    iii. Discuss options and concerns
3. City Council Meetings – expected to be one (1)
    i. Prepare of the project area depicting planned improvements for discussion.
    ii. Present proposed improvements and recommendations
    iii. Respond to questions
4. Coordinate with local businesses through the Chamber of Commerce by preparing email communications for distribution. Two mailings expected.

B. **Traffic Study**

Prepare and submit a traffic study memorandum to determine the impact of the proposed Veterans Drive improvements on Court Street and the opportunities for reducing the total number of lanes (road diet) along Court Street. The study is expected to include the following:

1. Perform turning movement counts during the AM Peak hours (7-9AM) and PM Peak Hours (4-6PM) at up to eleven (11) intersections along Court Street:
    a. Broadway Street/Court Street/Margaret
    b. Broadway Street/S. 8th Street
    c. S. 8th Street
    d. S. 10th Street
    e. S. 14th Street
    f. S. Parkway Drive/Sunset Drive
    g. Allentown Road
    h. Valle Vista Boulevard
    i. Barney Avenue
    j. Vogel Avenue/East Court Village Entrance
    k. Veterans Drive
2. Review crash data, traffic count data, and information from previous studies,
3. Using the Travel Demand Model (TDM):
    i. Review existing network conditions within the study area.
    ii. Change network 2014 condition to proposed condition (2 alternatives).
    iii. Change land uses in the study area gradually between 2014 and 2036.
    iv. Complete and reconcile 2036 no build and build Average Daily Traffic and peak hour turning movement traffic projections within the study area along Court Street.
4. Complete capacity and safety intersection alternative analysis to determine sections where a reduction in total number of lanes (road diet) would be feasible.
5. Complete Synchro corridor analysis for Court Street from Broadway Street to Veterans Drive.
6. Complete a traffic study, in memorandum form, including recommendations for cross-section and intersection improvements. Recommendations will be based on improving levels of safety, capacity Level of Service (LOS), and not volumes.
7. Attend and participate in the public open house, Traffic Safety Committee, and City Council meetings to address any traffic concerns associated with the proposed improvements.

C. **Survey**

1. Obtain and review available mapping, construction plans and surveys from City:
    i. Existing construction plans.
    ii. GIS topographic and parcel data and orthographic aerial photography. This data will be used for determination of project alternatives.

2. Establish horizontal and vertical survey control throughout the corridor limits. Horizontal control will be based on Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Permanent monuments will be set along the project corridor.
3. Research public records for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers and addresses.
4. Conduct boundary surveys to determine existing right-of-way lines within the corridor limits for those parcels impacted by the project. Establish property lot lines at intersections where property and easement acquisition may occur.
5. Provide topographic survey at site with sufficient information to prepare construction documents. Collect existing roadway cross section (or equivalent) data at approximate 50 foot intervals along Court Street and at driveway/entrance centerlines and sag points within the corridor limits. Intersecting side streets that will tie into the new improvements will be surveyed for a distance of approximately 100 feet transverse to the proposed centerline.
6. Locate existing storm and sanitary structures within the corridor limits. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures.
7. Prepare a base map of the existing topography in CAD format. This file shall include all survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.
8. Prepare right-of-way and temporary easement plats and legal descriptions for parcels required to complete the proposed improvements. Obtain title commitments for all right of way and easement parcels. Total number of parcels will be determined during preliminary design, and a task order for plats and legal descriptions will be issued. Ten (10) parcels are included in this scope of services.

D. **Retaining Wall Investigation**

Investigate the condition and make recommendations for the existing concrete retaining wall located on the south side of Court Street between Easling Ct. and 17th St.

1. Review existing data:
    i. The City will provide the existing information available for the wall and railing. This includes plans, repair history, survey information, etc. which are related to the walls.
2. Soil Borings:
    i. Hanson will subcontract for the drilling of two soil borings to a depth of at least 15 feet as determined by the Structural Engineer. Standard Penetration Test (SPT) sampling will be performed at 2.5

feet intervals in all borings to a depth of 25 feet, and at 5 feet intervals for depths greater than 40 feet. Upon completion of field operations, soil samples will be analyzed and classified by the subcontractor.

ii. For any new retaining walls soil borings will be drilled to a depth of at least 15 along the wall. Split-spoon samples will be obtained at these locations at 2-1/2 foot intervals for the entire depth of the borings. Groundwater observations will also be made during drilling.

iii. Report of Data: Upon completion of sampling and testing, an engineering report will be prepared summarizing field and laboratory test data, including computer generated boring logs and test data sheets along with photo logs of the pavement cores. The report will address anticipated soil and groundwater conditions impacting site subgrade preparation and retaining wall design.

iv. Stake boring locations, and coordination.

3. Site Visits: Perform site visits to observe existing conditions, obtain field measurements, and document findings by an Illinois Licensed Structural Engineer. The purpose of the site visits will be to determine which elements of the structure, if any, need to be repaired or replaced. A list of these repair and replacement elements will be tabulated and quantified, and unit costs will be assigned. The site visit will be limited to visual observations, and sounding of concrete surfaces by hammer to locate spalled or delaminated concrete. Hanson will perform additional field survey to obtain elevations, topographic information, etc. as part of the basic scope of services.
4. Material sampling: Extract two concrete core samples from the existing concrete wall and test the compressive strength of the concrete. Petrographic and chemical analysis of the concrete is not included.
5. Coordinate design with known existing utilities.
6. Existing concrete retaining wall:
    i. Based on the results of the investigation prepare a report to document an opinion of probable cause for any deterioration of the wall and a description of recommended alternatives for restoration/replacement of the structure.
    ii. Provide schematic level drawings of any proposed work.
    iii. Prepare an opinion of probable construction cost to complete the recommended restoration/replacement if needed to serve as a preliminary budget for the project.
7. Railing:
    i. Review existing railing and document the current condition and any recommendations.
    ii. Prepare schematic level design calculations if warranted.
    iii. Prepare an opinion of probable construction cost to complete any recommended actions.

E. **Geometric and Roadway Studies**

Prepare roadway geometry and Intersection Design Studies (IDS), which are expected to include the following tasks:

1. Conduct a field review of the study area to examine existing conditions, evaluate available improvement options, and determine a recommended course of action.
2. Identify horizontal and vertical alignment controls.
3. Create existing horizontal and vertical alignments.
4. Develop design criteria for Court Street and cross roads.
5. Develop existing and proposed typical sections for Court Street.
6. Complete cross section studies to determine proposed horizontal/vertical alignments and limits of proposed improvements.
7. Complete intersection design studies at each of the existing/proposed signalized intersections.
    i. Court and Broadway
    ii. 8th and Broadway
    iii. Court and 8th
    iv. Court and 10th
    v. Court and 14th
    vi. Court and South Parkway
    vii. Court and Allentown
    viii. Court and Valle Vista
    ix. Court and Barney
    x. Vogel and East Court Village Entrance
    xi. Court and Veterans
8. Determine necessary utility relocations.
9. Prepare roadway pavement designs to cover various pavement and traffic conditions throughout the project. Approximately six (6) designs are expected.
10. Prepare plan and profile exhibits.
11. Prepare a preliminary construction cost estimate.
12. Call JULIE and request utility locates and utilities within the project area.
13. Draft letters to the utility companies in the project area requesting they provide data on the location of their facilities.
14. Keep a log of what utility data is received.
15. Review the data from the utility companies and evaluate perceived conflicts.
16. Conduct an on-site walk through to identify and rank locations of distressed pavement and determine possible maintenance activities required to correct the problem.
17. Review as-built plans of the existing roadway to determine pavement age and composition.
18. Assist City in prioritizing repairs relative to existing condition and availability of funding.
19. Pavement cores will be taken along the length of the project to confirm existing pavement thickness and condition. Soil samples will be obtained at designated locations by standard split spoon (ASTM D 1586) methods

according to the Standard Penetration Test (SPT). Sampling will be performed continuously to a depth of 5-1/2 feet below the existing grade at each of the borings. This will result in three (3) samples per boring.

20. Laboratory Testing: Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and/or Illinois Department of Transportation (IDOT) Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as measurements of unconfined compressive strength, as appropriate. Atterberg Limits and particles size analysis will also be completed on representative subgrade soil samples. Density tests will also be completed on four (4) of the pavement cores.
21. Report of Data: Upon completion of sampling and testing, an engineering report will be prepared summarizing field and laboratory test data, including computer generated boring logs and test data sheets along with photo logs of the pavement cores. The report will address anticipated soil and groundwater conditions impacting site subgrade preparation and pavement design.
22. Preparation of a Categorical Exclusion II Project Development Report

F. **Preliminary Drainage Design**

1. Review project information and attend one meeting with the City of Pekin to discuss impacts.
2. Review known flooding history and any existing drainage deficiencies which are brought to the attention of the design engineer.
3. Storm water drainage will be designed in accordance with the current edition of the IDOT Drainage Manual. It is anticipated that the hydrology will be designed using the Rational Method & ISWS Bulletin 70. It is anticipated that the conveyance system will generally be the existing storm sewer system with minor modifications to match revised curb line locations.
4. Examine existing drainage structures to help identify structures which may need to be replaced.
5. Existing conditions will be compared against proposed design to determine recommendations for upgrading the existing system. Recommendations will be based upon the incremental cost to upgrade the existing system to current design standards against the severity of known deficiencies.
6. No storm water detention/retention design will be included since the project will most likely reduce the amount of runoff through a reduction in total paved surface or infiltration.

G. **Environmental Studies**

1. Data collection of environmental resources and mapping.
2. Conduct a site reconnaissance survey to inventory environmental resources in the vicinity of the project area.
3. Prepare an Environmental Survey Request (ESR) and submit to IDOT for cultural and biological resources review.

4. Coordinate with Pekin Park District for possible 6(f) involvement at Mineral Springs Park.
5. Conduct a Preliminary Environmental Site Assessment (PESA).
6. Document environmental resources and clearances on form BLR 10100.
7. Assumptions for the environmental scope of services:
    i. This project will be processed under MFT guidelines of IDOT and should not require the preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS).

II. Final Design and Plan Preparation

H. Preliminary Site Investigation (PSI)

1. If deemed necessary, conduct Preliminary Site Investigations based on the results of the PESA.
2. To investigate the nature and extent of possible soil contamination, a Phase II Preliminary Site Investigation of any sites identified during the Phase I PESA. Hanson will arrange to drill soil borings and collect soil samples for laboratory analyses of potential contaminants, including volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), metals, and polychlorinated biphenyl compounds (PCBs). Hanson will evaluate the results of the Phase II Environmental Site Assessment and provide recommendations for future remediation or investigation activities, if indicated. At this time, we do not anticipate installing monitoring wells to sample groundwater. However, if existing groundwater monitoring wells are found, Hanson will determine the number of wells to be sampled.
3. Provide recommendations on impacts and required remediation.

I. Retaining Wall Design

Based upon the results of the retaining wall investigation, prepare design calculations and contract documents for the repair/replacement of the existing structure located along the south side of Court St. between Easling Ct. and 17th St.

1. Evaluate design options including wall types.
2. Prepare design calculations and computer analysis of selected improvement.
3. Prepare design plans and details.
4. Specifications and opinion of probable construction cost.

J. Roadway Geometric Design & Plans

The following sheet types may be included based upon the agreed to final scope of roadway improvements for the corridor.

1. Title Sheet (w/ Sheet Index)
2. General Notes, Standard List, Legend/Abbrev.
3. Summary of Quantities Sheets
4. Schedule of Quantities
5. Existing/Proposed Typical Sections
6. H/V Control Schematic including control points and any required curve data

7. Control ties, TBM Locations
8. Construction Sequencing and Detour Plans
9. Removal/Relocation Plans
10. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
11. Intersection Details
12. Sidewalk Ramp Grading Details
13. Pavement Marking / Signing and Details
14. Miscellaneous Details
15. Cross Section Sheets (with cross-sections every 50' (min.) and at all driveways)
16. Details (CITY Standards, special details, misc., etc.)
17. Coordinate submittal of the concept plans to the utility companies for their review.
18. Review responses and comments from utilities which are received after the concept plan submittal to determine whether utilities need to be moved or project modifications can be suggested which will resolve the conflict.
19. For locations where utilities will need to be moved, coordinate with the utility companies and the City to determine the approximate limits of relocation and approximate cost.

K. **Drainage Design and Plans**
1. Schedule of Quantities
2. Removal/Relocation Plans
3. Seeding and Erosion Control Plans
4. Storm Water Pollution Prevention Plan (SWPPP)
5. Storm Sewer Plans and Details

L. **Traffic Signal Design and Plans**
1. Traffic Signal Plans and Details (Up to 11 intersections)
2. Traffic Signal Interconnect Plans
3. Temporary Traffic Signal Plans (3 locations assumed)

M. **Prepare Prefinal Plans, Specifications, and Estimates**
1. State Standard Drawings (compile)
2. Bidding Documents on MFT forms
3. Preparation of Opinion of Probable Construction Cost and Estimate of Time
4. Provide special provisions covering construction work.
5. Prepare special provision for every pay item not being constructed per IDOT Standard Specifications.
6. Identify and incorporate IDOT BDE and Local Roads Special Provisions

N. **Final Bid Documents**
1. Prepare response to comments
2. Revise Prefinal Plans, Specifications, and Estimates
3. Compile and submit information for local letting
4. Prepare required addendums

5. Attend prebid meeting

O. **Project Management**
   1. Financial and schedule controls
   2. Administer project kick-off meeting
   3. Attend Public Meetings
   4. Manpower coordination
   5. Monthly Status Reports
   6. IDOT Coordination Meetings (2)
   7. Coordination with CITY
   8. Prepare and Review meeting minutes
   9. Coordinate with drilling subcontractor for soil borings, pavement cores and geotechnical report(s) as needed.

P. **Quality Control/Quality Assurance Review**
   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:
   1. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
   2. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
   3. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict (based on information received from the utility companies) during construction.
   4. Address CITY comments and concerns.

Q. Project Deliverables
   The following are the number of copies of project documents to be submitted for each progress review:

   1. 90% Pre-final Documents
      3 Sets and Special Provisions and one pdf set
   2. Final Construction Documents
      5 Sets and Special Provisions and one pdf set

R. Project Progress Reviews
   Project progress review meetings will be held at the following milestones:
   1. Preliminary Geometric Design
   2. 90% Pre-final Construction Documents

S. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the CITY, including five copies of any Draft Report that is being submitted for review and one copy of all meeting minutes.

T. The CITY will provide or cause to be furnished the following:
    1. Existing Roadway and Retaining Wall Plans
    2. Existing Sewer Plans
    3. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project.
    4. Existing Field Topography (if any is available)
    5. GIS topographic and parcel data and orthographic aerial photography of the study area
    6. Proposed Roadway Plans for any adjacent improvements
    7. Plat/Easement Information

U. The following items are not included in the scope of work but could be provided as an addendum to the contract:
    1. Construction observation activities or answering questions during construction.
    2. Sewer televising
    3. Section 106 statement or mitigation for cultural resource impacts
    4. Section 4(f) evaluation
    5. Special waste investigations beyond a PSI
    6. Preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS)
    7. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
    8. Utility relocation plans
    9. Preparation of and coordination for a Section 404 permit and Section 401 Water Quality Certification.
    10. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will be not be included in the plans, but will be coordinated with the City of Pekin to be replaced at an offsite location.
    11. Sanitary sewer plans and details.
    12. Necessary permitting and/or mitigation for floodplain impacts.
    13. Staged construction plans that deviate from the IDOT Standard Drawings and/or detour plans to divert traffic away from the project area.
    14. Roadway Lighting analysis and design, existing lighting will be maintained.
    15. Reconstruction of the roadway including full pavement replacement, change in horizontal/vertical alignments, etc.
    16. Revisions to the roadway profile.
    17. Traffic volumes and analysis at any intersections that are not currently signalized.
    18. Property acquisition services.
    19. Storm water retention/detention.
    20. IDOT/FHWA Bi-Monthly Coordination Meetings
    21. Converting Court Street east of Valle Vista from a rural cross section with ditches to an urban curb & gutter section with a closed storm sewer system.
    22. Type, Size, and Location (TS&L) drawings for any retaining wall work.
    23. Additional retaining wall evaluation beyond the wall noted above.

City of Pekin
Court Street Improvements - Phase I and Phase II
13L0177

Attachment B

Project Design Fee Range and Schedule

	Percentage	Estimated	Estimated	2014												2015												2016			
	of Total	Fee	Total Hours	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
A. PUBLIC INVOLVEMENT	1.6%	$17,985	138									5				11															
B. TRAFFIC STUDY	5.8%	$63,735	534	1			2	X																							
C. SURVEY	15.6%	$171,140	160							4			7			10															
D. RETAINING WALL INVESTIGATION	1.2%	$12,680	66				X																								
E. GEOMETRIC AND ROADWAY STUDIES	19.5%	$214,770	1957							3		6	X				8	X													
F. PRELIMINARY DRAINAGE DESIGN	3.2%	$35,405	368																												
G. ENVIRONMENTAL STUDIES	2.5%	$27,875	220													9															
H. PRELIMINARY SITE INVESTIGATION (PSI)	4.0%	$43,925	108																12												
I. RETAINING WALL DESIGN	2.4%	$26,565	210																												
J. ROADWAY DESIGN & PLANS	21.2%	$233,760	2459																			13									
K. DRAINAGE DESIGN & PLANS	2.8%	$30,460	308																												
L. TRAFFIC SIGNAL DESIGN & PLANS	10.8%	$118,355	1130																												
M. PREPARE PREFINAL PLAN SUBMITTAL	1.4%	$15,635	132																						14	X					
N. FINAL BID DOCUMENTS	3.1%	$33,780	290																									15	X	LOCAL LETTING	
O. PROJECT MANAGEMENT	3.1%	$34,215	146																												
P. QC/QA REVIEW	1.8%	$19,715	130																												
	Total	$1,100,000	8356																												

-Task orders shall be initiated for each item above as the cost and scope of the improvements becomes more developed. Each task order shall be approved by the City

-Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus direct job expenses including, but not limited to, CADD, mileage, postage, and printing. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

1 Perform Traffic Data Collection
2 Complete Traffic Study including proposed traffic counts, proposed intersection configuration, and recommended roadway diet locations.
3 Concept preliminary roadway geometrics. Coordination meeting with the City.
4 Pavement cores to be obtained, and structural borings if required.
5 Open House Public Meeting to present preliminary scope of improvements.
6 Update/verify limits of proposed improvements based on initial construction cost estimate.
7 Complete existing conditions survey and ROW drawings.
8 Finalize roadway geometry, ROW impacts, etc.
9 Finalize summary of environmental impacts including PESA.
10 Finalize ROW and Temporary Easement plats for proposed improvements.
11 Stakeholder public meeting for final Phase I scope of improvements.
12 Complete PSI for areas identified in PESA.
13 Coordination review with City.
14 90% Pre-Final Plans Submittal
15 Final Plan Submittal
X Submittal Review

Pekin
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REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Five Year Lease Agreement for Holzwarth-Flexsenhar for Corporate Hangar at the Pekin Municipal Airport

AGENDA DATE REQUESTED: January 13, 2014

ACTION REQUESTED: To approve the Lease with Holzwarth-Flexsenhar, LLC for a period of 5 years for the use of Hangar E at the Pekin Municipal Airport

DESCRIPTION: This lease agreement is for the exclusive corporate use of Hangar E at the Pekin Municipal Airport for five years. Originally Hangar E was the strip shop for Byerly Aviation but became vacant when they pulled out of the airport in 2008. Holzwarth-Flexsenhar has rented a spot in this community hangar for the past five years but now wish to have the exclusive use of the hangar for their growth in the aerial application business.

This lease is for five years at the rate of $700 a month and includes utilities, which is the equivalent of renting all the spots in this community hangar. As of this date there has not been more than one plane in the hangar at a time therefore this will increase the revenue for the Airport. This lease will also help to ensure a business being located at the airport for five years. Overall, this will bring more stable revenue in and provide a positive impact for the Airport.

FINANCIAL IMPACT: $8,400 a year in rent revenue for a total of $42,000 over the term of the lease

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The lease will be entered into

IMPACT IF DENIED: The lease will not be entered into

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 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: 1/6/14
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date: 1/6/14

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Community. Opportunity. Home.

Pekin Municipal Airport
Hangar E Lease Agreement

City of Pekin, hereinafter ("Lessor"), and Holzwarth-Flexsenhar, LLC hereinafter ("Lessee"), do on this ________ of ______, 2014, accept the following terms and conditions with respect to the leasing of Hangar E, at Pekin Municipal Airport, solely for the purposes of storage aircraft, and therefore, it is covenanted and agreed by the parties hereto as follows:

1. Term

   The term of this agreement shall be for five (5) years commencing on February 1, 2014 through January 31, 2019.

2. Amount

   Lessee agrees to pay the sum of seven hundred dollars ($700.00) per month, at $.175 per square foot, payable in advance on the first day of each month. The monthly rentals include the utilities, and shall be the City of Pekin's responsibility.

3. Renewal

   Lessee shall have the option, at their discretion, to renew this lease and its provisions for three (3) subsequent one (1) year periods, at a rate increase of one hundred dollars ($100.00) per month, per year.

   a. Lessee shall notify Lessor, in writing, at one year (365 days) in advance of its intention to renew the lease for an additional option period. Notice shall be sent to: Director of Public Works, City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or, Airport Manager, Pekin Municipal Airport, 13906 Airport Lane, Pekin, IL 61445. Failing a timely renewal, this lease shall terminate.

b. It is further agreed between the parties that in the event the lease is not renewed, as herein before provided, possession of the leased premises shall be surrendered by the Lessee to the Owner immediately upon the termination date of this agreement, being the date set forth in paragraph 1 or any anniversary date thereafter, if reversed.

4. <u>Premises</u>

Owner does hereby give and grant the Lessee the right of use and occupancy of the facilities as follows: Hangar E (Formerly Strip Shop)

a. The Lessee's use of the premises shall be for the purpose of storing of aircraft in Hangar. The Lessor shall have access to the adjoining 24-hour restroom, at any time, at its discretion, for use.

b. The Lessor shall have access to Hangar E, upon twenty-four (24) hour notice to Lessee, for inspection or maintenance.

c. The Lessee shall provide Lessor, in advance of the storage a copy of the aircraft registration and a copy of the current insurance policy for each aircraft stored by Lessee at the airport.

d. The Lessee has been issued hangar door key number _X_ and agrees to return the key upon vacating the hangar. Lessee agrees to make no modifications to the door or door lock, nor to place any other locking device on the door, without the express written prior consent of the Lessor.

e. The Lessor and Lessee have agreed upon the existing conditions of the building, including the grounds and all buildings and improvements, and that they are, at the time of this agreement, in good order, repair, and in a safe and clean condition, except as noted on the attached Addendum A delineated specific conditions of the property.

f. Lessee shall be required to use the furnished equipment in the hangar only for its intended purposes.

g. Lessee shall request for written authorization by the City of Pekin before any building or space modifications will be approved by Lessor.

5. Lessor shall not be liable for theft, vandalism, or pilferage of any items stored in the aircraft or hangar, nor for the theft or vandalism of any aircraft. Lessee shall indemnify Lessor with respect to any liability for theft, vandalism or pilferage of the aircraft or items in the aircraft or hangar. Lessee agrees to furnish in writing a list of its partners, employees, agents, servants, or others authorized to enter into the hangar and to be in and around the aircraft while in storage.

6. Aircraft shall not be placed in the hangars with leaky fuel or oil systems or other conditions that make storage of the aircraft contrary to regulations of the FAA or the Pekin Municipal Airport. The rules, regulations and requirements of the Pekin Municipal Airport, and provisions of the Federal Aviation Act of 1958 or any

provisions, Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or Nondiscrimination and Federal Assisted Programs of the Department of Transportation Effectuation of Title 6 of the Civil Rights Act of 1964, are incorporated and made a part of this lease. This lease shall be construed to conform to and to adopt said requirements as a part of the lease.

7. In the event any provision of this Lease is deemed not to be valid, under said Federal Regulations, said provision shall be deemed void but it shall not affect the validity of the other conforming provisions of the lease.

8. This Act shall not be assigned to other person or entity, nor shall premises be subleased without express approval from the City of Pekin.

9. Furthermore, the Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any of the following, any of which shall constitute a breach of the lease by Lessee:

    1. A misrepresentation with respect to the placing of aircraft in the hangar, or failure to completely and accurately provide information with respect to all aircraft.
    2. Failure to pay the monthly rent by the due date.
    3. Failure to comply with any of the terms and conditions of the Lease.

4. Failure to comply with the rule and regulations the Lessor may prescribe from time to time, and which may be amended during the term of the lease, for the use of the hangar, a copy of current rules and regulations attached hereto.

10. In the event of such a breach, Lessor shall notify Lessee of termination in writing by mailing same to his address noted herein. Lessee shall have thirty (30) days from the date of mailing of said notice to remove his aircraft from said hangar. After said thirtieth (30th) day, Lessor may retake and reclaim said hangar without further legal process and is specifically authorized to either remove or retain the aircraft as security, (if it remains inside) without further obligation to the Lessee or liability for the condition of the aircraft.

11. Nothing in this lease shall be deemed to create a partnership between the Lessor and the Lessee. Lessee agrees to abide with and aid in the enforcement and implementation of applicable airport security regulations, a copy of which has been referenced prior to and made a part of this agreement. Lessee further agrees to a abide with and to aid in the enforcement of the hangar rules a copy of which is attached hereto and made a part hereof by the reference with the understanding that said rules may be amended effective the first day of the month following the serving of a copy of said rules on the Lessee by the Lessor.

12. Lessee hereby agrees to maintain necessary liability insurance coverage for itself, its officers, agents and employees, in an amount of at least one million dollars ($1,000,000.00) and Lessee further agrees that Lessor shall be named as an additional insured on said liability coverage and Lessor shall have no liability exceeding said coverage amount. Furthermore, Lessee agrees to indemnify and hold Lessor harmless for any claims, causes of action, liability, or other amounts due for any reason whatsoever arising out of or in connection with Lessee's storage of aircraft or operations at the Pekin Municipal Airport. Lessee shall furnish to Lessor a copy of the insurance policy, in the amount above set forth, showing Lessor as an additional insured on the policy.

13. Lessee shall also provide coverage and be responsible for any damage that Lessee, its partners, agents, servants, officers or employees may cause to airport property. Lessee shall furnish a copy of the insurance policy confirming coverage to the Lessor. Lessee also further agrees to save Lessor harmless from any loss or damage by reason of liability or claim arising out of any injury to the Lessee's partners, agents, servants, officers, or employees, for damages, death, or injury occurring or arising out of Lessor's possession and use of the premises.

14. Lessor shall be responsible for maintenance of major components, including roof, walls, and the gutter system. Lessee shall be responsible for regular routine maintenance of the structures systems and except as noted on attached Addendum A, delineated maintenance responsibilities.

Brandon Flexsenhar
Lessee

11-12-2013
Date

11577 PFANZ Road
Address

Pekin IL 61554
City, State, Zip Code

309-208-9668
Telephone Number

Clayton Stambaugh
Airport Manager

11-12-2013
Date

Mayor

Date

Pekin
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Pekin Municipal Airport
Hangar E Lease Agreement

Addendum A

Delineated specific conditions of the property Hanger E at the Pekin Municipal Airport:

1. Missing gutter section – Southeast comer of building

   Lessor agrees to replace missing section of gutter.

2. Slow building/ceiling leak -Northeast comer of building

   Lessor agrees to investigate the leak and appropriately fix the cause.

3. Heating system(s) -East and West sides of building

   Lessor agrees to service the heating system(s) located in the building

Brandon Flexsenhar
Lessee Brandon Flexsenhar

11-12-2013
Date

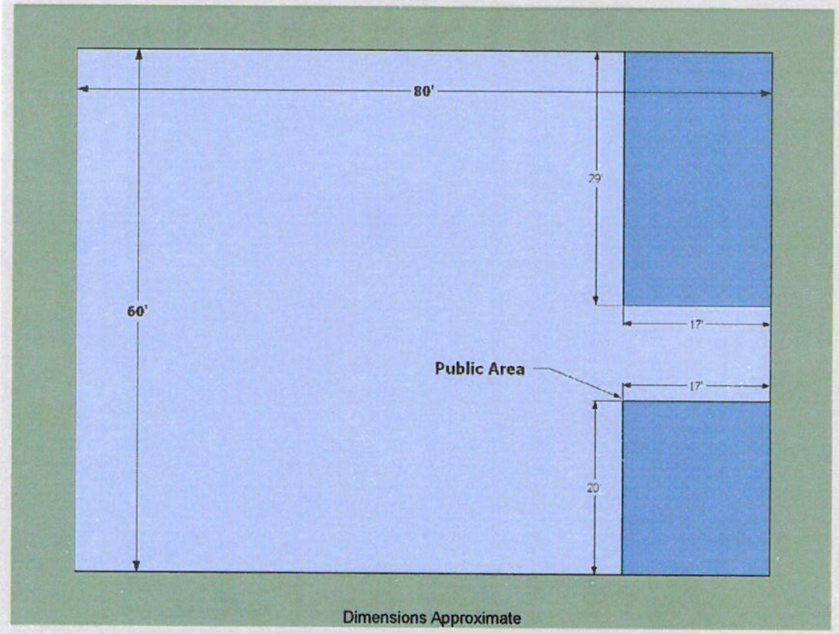
Airport Manager Clayton Stambaugh

11- 12- 2013
Date

Pekin Municipal Airport

(309) 348-3692 Unicom frequency 122.8

Hangar E Lease Information



- ≈4000 SQFT usable space, built in 1985
- Steel building on concrete slab
- 20' ceiling height
- Flourescent and Halogen lighting
- 150/200 amp electrical service
- Gas heaters
- 60' x 14' hangar door, service door
- Utility sink and stool, public accessible