City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF TUESDAY, OCTOBER 13, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty Dunn

III. ROLL CALL
Clerk to Call the Roll.

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

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: *Motion to approve minutes of Regular Council Meeting of September 28, 2009.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

1. **Receive and File Monthly Reports and Minutes:** Police Department September Monthly Report, Liquor Commission Minutes dated August 27, 2009, Traffic Safety Minutes dated October 2, 2009 and Tourism Meeting Minutes dated August 25, 2009.

2. **Proclamations:** Honor Scott D. Altman Day October 23, 2009

3. **Charitable Solicitation:** AMVETS Post 235 Auxiliary to collect for Christmas Baskets

4. **Ordinance No. 2596-09/10 – Authorizing Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN)**

5. **Receive and File** HVAC System Assessment for Municipal Buildings prepared by PSA Dewberry

6. **Resolution No. 18-09/10 –** Urging Passage of Funding for the Restoration of Pekin Lake

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. ***PRESENTATION:*** *River Sweep – Mark and Amy Werner*

IX. *UNFINISHED BUSINESS*

1. **City of Pekin Policy No. 12. – Amendment to Economic Development Advisory Committee** **(SB)**

   DESCRIPTION: *Recommendation from Council meeting of September 28th not to amend the Policy for the EDAC Committee Charter, instead to draft a stand alone policy for economic development investment policy*

   ACTION: *Motion to remove from the table.*

   VOTE REQUIRED

   ACTION: *Motion to deny amending Policy No. 12.*

   VOTE REQUIRED

X. NEW BUSINESS

1. **City of Pekin Policy No. 17-09/10 – Pekin Economic Development Investment Fund (PEDIF)** **(SB)**

   DESCRIPTION: *stand alone policy for implementation of the investment policy as Recommended by the Economic Development Advisory Committee.*

   ACTION: *Motion to adopt Policy No. 17*

   VOTE REQUIRED

2. **Ordinance No. 2597-09/10 - An Ordinance Approving Settlement** **(BD&JW)**

   DESCRIPTION: *Resolution of Illinois Environmental Protection Agency complaint filed against the City of Pekin with the Illinois Pollution Control Board.*

   ACTION: *Motion to adopt the Ordinance approving entering into Stipulation and Proposal for Settlement.*

   VOTE REQUIRED

3. **Ordinance No. 2598-09/10 – Franchise Agreement** **(JW)**

   DESCRIPTION: *Authorizing Bitwise Communications, Inc. DBA OmniLEC to operate a cable communications system in the City of Pekin.*

   ACTION: *Motion to approve the franchise.*

   VOTE REQUIRED

4. **License Agreement with Canadian National Railroad** **(JW)**

   DESCRIPTION: *agreement with the railroad to allow the installation of a casing under the railroad track for future utilities along the Hanna Drive extension.*

   ACTION: *Motion to approve agreement.*

   VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XII. EXECUTIVE SESSION

5 ILCS 120/2 (c) 5. - *The purchase or lease of real property for the use of the public body. Land acquisition.*

5 ILCS 120/2 (c) 6. - *The setting of a price for sale or lease of property owned by the public body*

5 ILCS 120/2 (c) 2.- Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

ACTION: *Motion to move to Executive Session.*

VOTE REQUIRED

XIII. ADJOURNMENT

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

NO VOTE REQUIRED

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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, SEPTEMBER 28, 2009 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

Motion by Council Member Barra, seconded by Council Member Abel, that the **agenda be approved as presented.** Council Member Blanchard made a motion and it was seconded by Council Member Schmidgall that items 9. and 10. be removed from the agenda. Council Member Blanchard felt more discussion and background were needed on the topics of the Economic Development Investment Policy and the commission paid on sale of City property. It was suggested that open discussion, once the motions were brought to the table, would accomplish the council member's request. Council Member Blanchard withdrew his motion and Council Member Schmidgall receded his second. On roll call vote, all present voted Aye to approve the agenda as presented.

MINUTES

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the **minutes of the Regular City Council Meeting of September 14th, 2009 and the Council/EDAC Work Session of September 2, 2009, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Bob Beyer, 2 Lisa Court, presented a prepared statement for the record with respect to the unfinished business to restrict parking in cul-de-sacs. He stated he understood the concerns of providing services, busing, garbage collection, snow removal, and emergency vehicle access but requested that Council only consider situational no parking.

Brian Addy, 1835 Valencia, also addressed Council on cul-de-sac parking. He expressed concern that statistics of vehicle accidents backing out of streets with cul-de-sac parking were not documented. He felt there were more important issues for Council to consider.

Mary Ann Ladendorf, 3604 Eagle Bend, suggested Council consider hiring a professional realtor to sell commercial city owned property. From her business experience, she did not support the proposed policy to pay 2% of sale price for property sold in Riverway Business Park.

Carl Powell, 2629 Arlington Circle, spoke in opposition to the proposed paint ball facility location near residential properties in Marigold Estates.

Mike Ghidina, 2616 Sidney, opposed the planned paint ball location and sited that the noise would not be buffered.

Ron Simpson, 21 Cape Court, presented his opposition to restricting parking in cul-de-sacs. He felt the difficulty and risk to city vehicles was over stated.

Mike McKinley, 4124 N. Rochelle, addressed Council regarding his intentions to construct a paint ball facility on Parkway Drive. He indicated the following:

- Interstate 474 access
- large enough wooded area buffer from the residential properties to disclaim the noise concerns
- best use of property located in a flood plane and near other recreational parks
- Parkway already a major arterial 4 lane highway

CONSENT AGENDA

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

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

1. **Charitable Solicitation**: Benefit for Jean McGlothlin – Pekin Amvets Oct. 17, 2009

2. **Receive and File –** Bids for Sidewalk Project Derby Street Opened September 22, 2009@ 10.00am.

3. **Receive and File –** Zoning Board of Appeals Minutes Dated September 9, 2009.

4. **Receive and File** Pekin Planning Commission Minutes Dated September 9, 2009

5. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
   a. Hearing #09-1782-Recommends to deny the Special Use Request for a Paint Ball Facility located off Parkway Drive PIN #04-04-25-100-022 from Michael McKinley
   b. Hearing #09-1783-Recommendation to approve the Site Plan for a Paint Ball Facility located off Parkway Drive #04-04-25-100-022

On roll call vote, all present voted Aye

COMMUNICATIONS, PETITIONS, REPORTS

Patrick Sheridan P.E. Engineering Manager, Farnsworth Group, presented in a PowerPoint, the status and issues related to the Wastewater Treatment Plant including: Phase I and II Upgrades, compliance issues for NPDES permit, long term control, age, component inefficiencies and economic feasibly. Council Members directed questions and concerns to Mr. Sheridan. Flooding issues, increases in estimates, and capacity levels. Council Member Blanchard did not see need to double capacity and again requested dollar amount of how the project would be funded. Council Member Abel stated it was not efficient to continue to band aide a facility that was beyond its intended life. Council Member Barra felt the need was there for increase capacity because of the expansion of the industrial park plans.

UNFINISHED BUSINESS:

<u>ORDINANCE NO. 1462-A293-09/10</u>

AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1D OF THE CODE OF THE CITY OF PEKIN REGARDING NO PARKING SCHEDULE CUL-DE-SACS

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the **Ordinance No. 1462-A293-09/10** be adopted. Traffic Safety Committee recommended restricted parking in all cul-de-sacs with a radius of less than or equal to 100 ft. Council requested the change be laid over from the meeting of September 14, 2009 to receive comments from the public. Each Council Member spoke in opposition. The motion on the floor for discussion purposes was to adopt the ordinance. On roll call vote, all present voted Nay. Motion failed.

NEW BUSINESS

Motion by Council Member Strand, seconded by Council Member Abel, that the **AGREEMENT FOR PROFESSIONAL SERVICES AMENDMENT NO. 3 FOR PHASE I DESIGN WITH FARNSWORTH GROUP, be approved in the lump sum fee of $16,400.00.** Public Works Director Joe Wuellner explained the improvement was necessary to strengthen some of the old structure, to allow the plant to accept the upgrades and to function while the expansion construction took place. Council Member Blanchard indicated he would be voting no until information on the total expenses and the funding source were presented. Council Member Strand spoke in support in respect to development of the planned upgrades to position the City for obtaining the EPA loan. On roll call vote, Ayes, Strand, Schmidgall, Kortkamp, Abel, Barra, and Dunn; Nay, Blanchard. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Schmidgall that the **SITE PLAN FOR A PAINT BALL FACILITY** located off Parkway Drive be approved as recommended by the Pekin Planning Commission. Council Member Schmidgall spoke in support of the new business and the location. He felt the noise would not be of significance. Other Council Members voiced concern that the location was not acceptable for the business but charged staff to work with Mr. McKinley and find a suitable location for the facility. On roll call vote, Ayes, Schmidgall, Blanchard, Kortkamp; Nays, Strand, Barra, Abel, Dunn. Motion Fails and the site plan was denied over the Planning Commission recommendation to approve the site.

Motion by Council Member Abel, seconded by Council Member Strand, that the **SPECIAL USE REQUEST FOR A PAINT BALL FACILITY** located off Parkway Drive from Michael McKinley, be denied as recommended by the Pekin Planning Commission. On roll call vote, Ayes, Strand, Blanchard, Kortkamp, Barra, Abel, Dunn; Nay Schmidgall. Motion Carried and the special use request was denied.

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that **PROGRAMMATIC AGREEMENT FOR HISTORIC PROPERTIES FOR VETERANS DRIVE NORTH be approved.** Public Works Director Joe Wuellner advised the joint agreement with the Federal Highway Administration, Illinois Department of Transportation, and the Illinois Historical Preservation Officer, was a provision to receive the federal money for the proposed corridor road extension project. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Abel, that **the low bid for the DERBY STREET SIDEWALK PROJECT be accepted in the amount of $100,716.00 and the contract be awarded to P. A. ATHERTON**. Improvement included pavement and curb removal, excavation, construction of sidewalk/ramp/transition, and detectable warning surface. Mr. Wuellner advised Council that the City had potential to receive stimulus funds but there were no guarantees in payouts. Council discussed using general funds if the money was not available. On roll call vote, Ayes, Schmidgall, Strand, Blanchard, Kortkamp. Abel, Dunn; Nay, Barra. Motion Carried to expend the amount to contractor P.A. Atherton.

Motion by Council Member Barra, seconded by Council Member Blanchard, that **the City concur with the Illinois Department of Transportation to accept the low bid of $437,529.00 and award the contract to R.A. CULLINAN & SON TO MILL AND RESURFACE PARKWAY DRIVE FROM COURT STREET TO WILLOW STREET, and approve the expenditure of $5,252.30 to complete the project**. The difference in the funding of $432,276.70 was received through the American Reinvestment and Recovery Act (ARRA) dollars. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the **2009 HEARTLAND WATER RECOURSES COUNCIL DUES in the amount of $2,500.00** be approved. City Manager Dennis explained to the Council that the organization was a public and private partnership to spearhead involvement in Illinois River Restoration efforts. He recommended the City remain financially involved as "regional support". Council Members expressed concern in paying the full $5,000 membership, the amount of participation by Pekin representatives, and results from money paid in the past. Council Member Schmidgall indicated he would choose to abstain from the vote. On roll call vote, Ayes, Strand, Kortkamp, Abel, Dunn; Nays, Blanchard, Barra; Abstain, Schmidgall. Motion Carried.

ORDINANCE NO. 2595-09/10
AMENDING THE PACKAGE LIQUOR TAX

Motion by Council Member Abel, seconded by Council Member Strand, that **Ordinance No. 2595-09/10.** be adopted. Treasurer Jim Wolf addressed the modification to the remittance of the 2% tax in order to compensate the retailers who participate in the collection payment of the tax. This change would mirror the 1% retained in the provisions of the Food and Beverage Tax Ordinance. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Barra, that **CITY OF PEKIN POLICY NO. 12 AMENDED be laid over until Tuesday, October 13, 2009 Council Meeting.**

Proposed change would establish the Pekin Economic Development Investment Fund (PEDIF) as recommended by the Economic Development Advisory Committee. Discussion followed. The policy of a dedicated amount to draw business was felt to be critical enough to stand alone from the policy creating the committee members. The policy should also include the implementation plan of the investment. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **CITY OF PEKIN POLICY NO. 16-09/10-PAID COMMISSIONS OF CITY OWNED PROPERTY AT RIVERWAY BUSINESS PARK be adopted.** Economic Development Coordinator Steve Brown detailed the provisions of the policy to encourage real estate agents to market property in RWBP. Council Members stated they would like to consider alternate forms of proposals and hear additional comments from commercial real estate agents and staff. Motion by Council Member Barra, seconded by Council Member Blanchard, that Policy No. 16-09/10 be laid over to a later date of November 9, 2009. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Mayor Dunn summarized some of the sessions attended by members and staff who attended the Illinois Municipal League Conference. Director of Public Property Greg Ranney concurred with the positive review the Mayor gave on the caliber of training received at the training sessions.

Council Member Blanchard stated the Council packet was not available on the City Web page the last two meeting and requested the availability be checked. In reviewing the bi-weekly expenditures, he noted appraisals were billed from Klopfenstein and questioned the status of the property values for Veterans Drive extended project.

City Manager Dennis Kief expressed appreciation to those who attended the successful 15th Annual community Day Events. Mr. Kief as member of the Traffic Safety Committee also commented on the direction that was given to the committee to review parking on substandard streets and reaffirmed that members had been reviewing the streets by sections and the cul-de-sacs since last August.

Reminder was given for the locations for the annual Fall Spruce Up Pekin collection sites.

EXECUTIVE SESSION
Motion by Council Member Barra, seconded by Council Member Blanchard, that **Council move to Executive Session** at 8:10 P.M. to discuss 5 ILCS 120/2 (c.) 5. The purchase or lease of real property for the use of the public body. 5 ILCS 120/2 (c) 6. The setting of a price for sale or lease of property owned by the public body. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 8:35 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR SEPTEMBER 2009

	SEPTEMBER 2008	AUGUST 2009	SEPTEMBER 2009
TRAFFIC TICKETS	356	624	570
WARNING TICKETS	307	304	386
OFFENSES	512	539	486
ARRESTS	273	237	208
PARKING TICKETS	274	185	312
STOPS	635	514	548

CITY ORDINANCE TICKETS FOR SEPTEMBER 2009

NUMBER OF TICKETS WRITTEN	50
NUMBER OF TICKETS PAID OVER THE COUNTER	17
FINES COLLECTED OVER THE COUNTER	$3,350

IMPOUNDED VEHICLES FOR SEPTEMBER 2009

TOTAL VEHICLES IMPOUNDED: 31

AMOUNT OF FINES COLLECTED: $12,000

OFFENSES	
DRUG RELATED	4
DUI	7
DWLS/R	15
UUW	2

MULTIPLE OFFENSES	
DRUGS/DUI	1
DRUGS/DWLS-R	1
DRUGS/UUW	0
DUI/DWLS	1
TOTAL	31

City of Pekin

LIQUOR COMMISSION MINUTES
THURSDAY, AUGUST 27TH, 2009
4:00 P.M.
WEST CONFERENCE ROOM

Liquor Commissioner Rusty Dunn called the meeting to order at 4:02p.m.

PLEDGE of ALLEGIANCE
Mayor

ROLL CALL
The following members were present for roll call: Liquor Commissioner Rusty Dunn, Fire Chief Kurt Nelson, Police Chief Ted Miller, and Holly Brown.
Also present: Corporation Counsel Burt Dancey and Ron Sieh
Absent: Dave Eitenmiller and Rick VonRohr

APPROVAL OF AGENDA
Brown made a motion to accept the Agenda of August 27th, 2009, seconded by Miller. Motion passed.

APPROVAL OF MINUTES
Miller made a motion to approve the July 23, 2009 minutes as presented, seconded by Brown. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
Nothing at this time

NEW BUSINESS
Tasty Garden, Inc. dba Oriental Palace
Discussion: Hours of selling alcohol are 11am to 10pm, 7 days a week. There will not be a bar area. This is the same set up as the past restaurant that was there that sold alcohol.
Brown made a motion to approve Tasty Garden, Inc. dba Oriental Palace for a City of Pekin Liquor License. Seconded by Miller. Motion passed.

Eagles Beer Garden
Discussion: would need a clear view from the street. They want to put up 5 foot of solid fence with a roof overhang.
Brown made a motion to table Eagles Beer Garden, seconded by Nelson. Motion passed.

Liquor Commissioner Dunn entertained a motion to amend the Agenda to move Beer Garden Revisions under New Business to be next topic to discuss. Brown made the motion to Amend the Agenda, seconded by Nelson. Motion passed.

Beer Garden Revisions
Discussion: Only need one entrance from existing business and one exit/emergency door-only access is egress. Eagles would have a two door entry, one to get in the Beer Garden before you would need access to get into the club. This will not work; anyone could walk into the Beer Garden. Would need to make the first door card access and then into the Beer Garden. 5 foot minimum with unobstructed view and be a permanent barrier. Possibility of modifying the Code. Discussed other Beer Gardens and the unobstructed view. Kouri's landscaping needs to be trimmed back. Newly added Beer Gardens are 5 foot minimum but are privacy fences, no clear view. Burt Dancey to work on the Code revising Beer Gardens and will get back with the Liquor Commission.

Fire and Inspections Department

Add both to the Check list sheet for new and renewals application.

Liquor Commission Minutes
Consensus was not to release the Liquor Commission Minutes to Council until they are approved at the Liquor Commission meetings. All Commission members were in favor.

Liquor and Police Security for Non-Profit Outdoor Events
Leigh Ann Matthews and Pat Rogers for Pekin Main Street
Stated she was at a recent Main Street Board meeting and it was discussed on the fees charged by the City. Special Events application charge of $25, Liquor License charge of $50 an hour, and Police security at $35 an hour per officer. There are two outdoor events that serve alcohol per year. Main Street would like an explanation on the breakdown of these charges.
Discussion: Was decided this was the Liquor Commissioners decision. Was discussed on having a flat rate fee, a one time fee and/or an hourly fee. Consensus was not to change the Liquor Code. The final decision would come from the Liquor Commissioner.

Any Other Business
No other business to come before the Liquor Commission.

Meeting adjourned at 5:37pm Next Meeting: Thursday, September 24, 2009 at 4:00pm.
Respectfully submitted Paula Gensel

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 2, 2009 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, Ted Miller, Kurt Nelson, Tim Gillespie, Will Taylor. Also present: Lee Ann Wrhel.

Bob Burch, 914 Washington Street, 346-1212, was in attendance at the meeting requesting that the speed limit on Washington Street and 10th Street in his neighborhood be reduced to 20 mph. He has been in attendance at meetings in the past. The flashing stop signs were placed at 10th and Washington to address his previous concerns. He again has concerns with drivers and loud music at the 24 hour drive through at McDonalds. This has been monitored by the Police Department and was unfounded. He left a video tape of traffic at this intersection. A discussion of these concerns concluded that this is a busy intersection as 10th Street is a through street to Derby and Koch.

Greg Ranney attended the meeting with a concern regarding garbage and yard waste trucks access to Fall Avenue. The only way to get these vehicles on Fall Avenue to provide garbage and yard waste pick up service is to back the vehicles onto Fall Avenue. This item will be discussed at the November meeting to discuss the possibility of having "No Parking" from the alley to the north on the west side of S. 10th Street in this area to allow the service vehicles to safely back onto Fall Avenue.

Old Business:

1. *Restricted Parking*
   There will be no blanket proposal made to City Council at this time. Denny Kief made a motion for the Traffic Safety Committee to have an item on the November agenda to pursue looking into the potential of restricting parking on city streets during specified overnight hours for public safety reasons. The motion was seconded by Will Taylor. All in favor.

2. *IDOT Review (Cynthiana, Parkway@Coal Miner's)*
   Joe Wuellner reported on his meeting with IDOT. IDOT will update the signage at 7th and Ann Eliza to address traffic visibility in that location. IDOT signage is as it should be at Cynthiana and Second Street. There will be no change to the signage at that location.

   Regarding the pedestrian safety issue on Parkway @ Coal Miner's, Joe Wuellner learned that a Hawk signal should be available and recognized by MUTCD as an option for traffic control in the presence of pedestrians. It would be mounted on a cable across Parkway Drive with a signal in each direction. When this device is available, it will be pursued by the Traffic Safety Committee.

   For the time being, Will Taylor presented a motion to make a recommendation to the Park District to designate traffic coming out of Coal Miner's Park onto Parkway Drive as "right turn only" during events that draw a large amount of people. The motion was seconded by Denny Kief. All in favor except Tim Gillespie. Joe Wuellner will talk to Bob Blackwell about this recommendation.

3. *No Parking Sign – Capitol @ Washington*
   The sign is up.

4. *Pedestrian Crossing – Willow @ Parkway*
   The Police Department has monitored this location. There does not seem to be a problem at that location at this time. The crossing guard stated there is no problem and at the times the Police Department monitored, there were no children attempting to cross in this location.

New Business:

1. *Speed of Vehicles – Georgeanne Street*
   The Police Department will put the Speed Spy on Georgeanne and the Street Department will put out the counters. This item will be reviewed at the November meeting.

2. *No Parking – Sheridan @ Terrace*
   A semi-truck has been regularly unloading products to a nearby business in this location. When parked, the truck is blocking a driveway and a fire hydrant. The Police Department will talk to the business owner. The business owner will be informed of this situation and asked to talk to the truck driver to work out an alternate delivery stop location. If the truck driver continues to unload in this location, he will be ticketed for blocking the fire hydrant.

3. *One-Way 17th Street @ Court Street*
   A citizen presented a concern regarding visibility in this location. The Street Department will check this location and update the signage if necessary.

Around the Table

Tim Gillespie stated that he is happy to be on the committee as the citizen representative.

Kurt Nelson inquired about the flashing warning light at the Eastside Fire Station. It is not in place at this time. Joe Wuellner will check with Dave Pagliaro for the reinstallation of this light.

Ted Miller received a request last night at Pekin Insurance regarding their employees forming 2 lanes coming out onto Court Street from Allentown Road. The employees get off work at 4:15 p.m. The Police Department will step up enforcement in that location at that time of day.

Will Taylor received a complaint from a citizen that the large bush on Broadway @ Capitol is blocking the view for motorists. He also had a citizen question him about why the railroad hump on Willow Street has not been taken out.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING NOVEMBER 6, 2009 @ 8:30 A.M.

Pekin Tourism Committee Meeting

Tuesday, August 25th, 2009 4:00 p.m.

Attendance Committee Members: Emily Lambe; Dennis Kief, and Steve Brown

Absent: Charlotte Jibben and Pamela Anderson

Emily opened the meeting at 4:00pm.

Steve presented grants that had been turned in. The Dragon's Dome submitted grants from tournaments held at their facility from the beginning of the year. All applications were at the grant level of $1,500.00 or below. Pekin Lettes Womens Softball also submitted 2 community grant applications for successful events.

Tourism Community Grants: Pekin Lettes Women's Softball, Tournament held June 27th. Total eligible expenses were $1,087.00. 1/3 of expenses was $362.33. Emily made a motion to approve for $362.33, 2nd by Steve. All in favor, motion passed.

Pekin Lettes Women's Softball, Tournament held on July 18th. Total eligible expenses were $1,080.00 1/3 of eligible expenses was $360.00 Emily made a motion to approve the community grant for $360.00, 2nd by Denny. All in favor, motion passed.

Tourism Overnight Visitors Grants: Dragon's Dome, New Years tournament held January 9th – 11th. 108 total room nights with 639 in attendance. Total economic impact was $45,477.00 Expenses for Utilities and payroll were declined Total eligible expenses were $4,325.00. 1/3 of eligible costs were $1,441.69. Emily made a motion to approve the grant for $1,441.69, 2nd by Denny. All in favor, motion passed.

Dragon's Dome Winter Fun Tournament was held January 23rd – 25th. 144 room nights with 852 in attendance. Total economic impact was $60,636. Expenses for Utilities and payroll were declined. Total eligible expenses were $6,213.46. 1/3 of eligible costs was $2,071.15 however since the event made a profit compared to eligible expenses and income, the maximum grant of $1,500 is the motion by Emily. 2nd by Denny. All in favor, motion passed.

Dragon's Dome February Fun Tournament was held February 13th – 15th. 60 total room nights with 355 in attendance. Total economic impact was $25,265. Expenses for Utilities and payroll were declined. Total eligible expenses were $2,682.10. 1/3 of eligible costs is $894.03. Emily made a motion to approve the grant for $894.03. 2nd by Steve, motion passed.

Dragon's Dome February Shootout Tournament was held February 20th – 22nd. 120 room nights with 710 in attendance. Total economic impact was $50,530. Expenses for Utilities and payroll were declined. Total eligible expenses were $5,199.20. 1/3 the eligible cost is $1,733.07 however since the event made a profit compared to eligible expense and income, the maximum grant of $1,500.00 is the motion by Emily. 2nd by Steve. All in favor, motion passed.

Dragon's Dome Here Comes Winter Tournament was held February 27th – March 1st. 144 room nights with 852 people in attendance. Total economic impact was $60,636. Expenses for Utilities and payroll were declined. Total eligible expenses were $6,187.04. 1/3 eligible cost is $2,062.35 however since the event made a profit compared to eligible expenses and income, the maximum grant of $1,500.00 is the motion by Emily. 2nd by Denny. All in favor, motion passed.

Dragon's Dome March Madness Softball Tournament was held March 13th – 15th. 126 room nights with 746 people in attendance. Total economic impact was $53,086.00. Expenses for Utilities and payroll were declined. Total eligible expenses were $5,091.15. 1/3 eligible cost is $1,697.05, however, since the event made a profit compared to eligible expenses and income, the maximum grant of $1,500.00 is the motion by Emily. 2nd by Steve. All in favor, motion passed.

Dragon’s Dome March Shootout Tournament was held March 20th – 22nd. 162 room nights with 959 people in attendance. Total economic impact was $68,245.00. Expenses for Utilities and payroll were declined. Total eligible expenses were $6,814.15, however, since the event made a profit compared to eligible expenses and income, the maximum grant of $1,500.00 is the motion by Emily. 2nd by Steve. All in favor, motion passed.

Dragon’s Dome “Here Comes Summer Tournament” was held May 23rd and 24th. 56 room nights with 505 people in attendance. Total economic impact was $33,768. Expenses for Utilities and payroll were declined. Total eligible expenses was $2,479.81. 1/3 of the cost is $826.60. Emily made a motion to approve the grant in the amount of $826.60. 2nd by Denny, all in favor, motion passed.

Dragon’s Dome Hall of Fame Qualifier Tournament was held June 5th – 7th. 60 room nights with 415 people in attendance. Total economic impact was $28,805.00 Expenses for Utilities and payroll were declined. Total eligible expenses were $1,785.98. 1/3 of eligible expenses is $595.33. Emily made a motion to approve the grant in the amount of $595.33. 2nd by Denny, all in favor, motion passed.

The maximum grants awarded to one organization per fiscal year is $18,000. With the listed Dragon’s Dome grants that were awarded, they are still eligible for $6,742.35 should they continue to apply for tourism grants.

With nothing else on the agenda the meeting adjourned at 4:35.

WHEREAS, *the City of Pekin is hometown to Commander Scott D. Altman; and*

WHEREAS, *Commander Scott D. Altman is an inspiration to our youth; and*

WHEREAS, *Scott D. Altman graduated from Pekin Community High School, Pekin, Illinois in 1977, received his Bachelor of Science degree from the University of Illinois in 1981 and his Master of Science degree from the Naval Postgraduate School in 1990; and*

WHEREAS, *the City of Pekin encourages young men and women to reach for the stars; and*

WHEREAS, *the City of Pekin champions the positive role model of Commander Scott D. Altman; and*

WHEREAS, *the City of Pekin is so proud of Commander Scott D. Altman's accomplishments as shown by the entrances to the City of Pekin; and*

WHEREAS, *a Veteran of four space flights, STS-90, STS-106, STS-109, and STS-125 and has logged over 53 days in space.*

NOW, THEREFORE, BE IT RESOLVED *that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim October 23rd, 2009, as*

"HONOR SCOTT D. ALTMAN DAY"

in the City of Pekin, Tazewell County, Illinois,

ADOPTED, *this 13th day of October, in the Year of Our Lord, Two Thousand and Nine.*

____
RUSTY L. DUNN
Mayor

ATTEST:

____
SUE E. McMILLLAN
City Clerk

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted Oct 1, 2009

Address of Organization 1426 S. 2nd St

Telephone Number 353 4697

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

KAY LOCK 709 S. 3rd Pekin ~~3472301~~ 202-1333

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

Kay Lock auxiliary member

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization:

None

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: NONE

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

Will park vehicle at Business

to collect canned goods/donations for food Baskets

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

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
~~Lock~~	~~Karen~~	~~K~~	~~2/10/43~~	
~~Ault~~				

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

we will Be at ~~Sav-a-Lot~~
County Market

Veterans Club / AMVets post 235

Auxilary

To serve local vets & the community

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

will Be used for Holliday Baskets (Food & Etc.)

to Be collected Oct 23 or 24, 2009

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

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

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

NOT ANY

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

______

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

DATE: Oct 1, 2009

SIGNED: Kay Lock

ORDINANCE NO. ______

An Ordinance Authorizing Execution of the
Illinois Public Works Mutual Aid Network Agreement (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the ***"Intergovernmental Cooperation Act"***, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the ***"Intergovernmental Cooperation Act"***, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and the City Council of City of Pekin have determined that it is in the best interests of the City of Pekin and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT ORDAINED by the __City Council_ of the City of Pekin, Tazewell County, Illinois as follows:

SECTION ONE: That the _City Manager_ and the _Public Works Director_ be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof.

APPROVED this ____ day of ____________, 20___, by a roll call vote as follows:

AYES:____

NAYS:____

ABSENT:____

____
(Authorized Signature)

ATTEST:

____
(Authorized Signature)

Illinois Public Works
Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by City of Pekin which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"*;* and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

<u>SECTION I</u>: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

<u>SECTION II</u>: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. *"AGENCY"* means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. *"AUTHORIZED REPRESENTATIVE"* means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. *"BOARD MEMBER"* is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. *“IPWMAN”* is the acronym for the Illinois Public Works Mutual Aid Network.

H. *“LOCAL EMERGENCY”* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. *“NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)”* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. *"PARTY"* means an agency which has adopted and executed this Agreement.

L.*”PERIOD OF ASSISTANCE”* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. *“REQUESTING AGENCY”* means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

<u>SECTION III</u>: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

<u>SECTION IX</u>: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

<u>SECTION X</u>: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid shall be the sole and exclusive responsibility of the respective Party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _______ day of _______________. 20__.

For the Agency

City of Pekin

By:____
Mayor

Attest:______________________________________
City Clerk

APPROVED (as to form):

By: ____
City Attorney

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _______________day of _______________________, 20___.

By: ____
President of IPWMAN Board of Directors

Attest: ____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009.

PSA Dewberry

401 SW Water Street
Suite 701
Peoria, IL 61602-1530
309 282 8000
www.dewberry.com

HVAC System Assessment

For

The City of Pekin Municipal Building

DATE: September 16, 2009

TO: Greg Ranney
Director of Public Properties
1130 Koch Street
Pekin, IL 61554
309-477-2331

FROM: Thomas J. Keller, PE, CxA
Project Engineer
PSA-Dewberry

RE: HVAC System Assessment

City of Pekin Municipal Building
Pekin, IL

PSA #50022669

HVAC SYSTEM ASSESSMENT

Inspection Observations – The system was properly functioning at the time of the inspection.

Deficiencies - The following deficiencies have been reported associated with the hot water plant:

a. Maintenance - The circulation pump bearings require frequent replacement (greater than once per year).

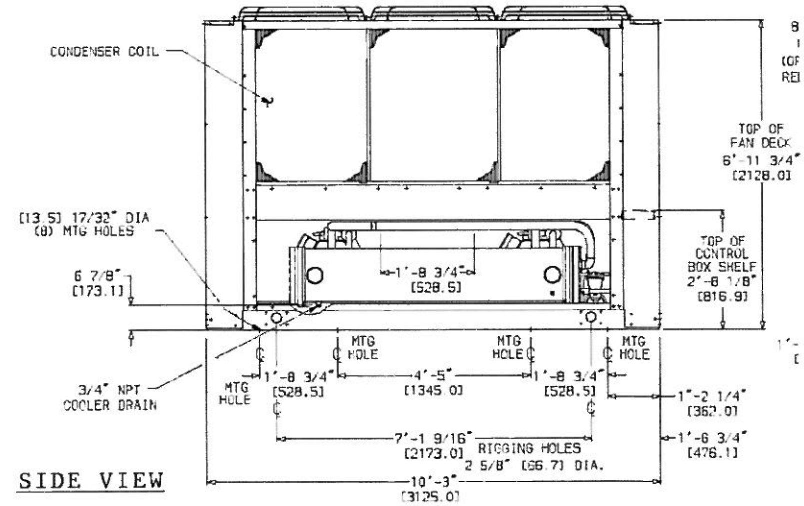
b. Poor efficiencies –

1. Due to the age and type of the equipment, the Owner sees higher energy bills due to poor equipment efficiencies. The boiler plant (LES VW-4-25) is about 83% efficient. Current boilers can achieve 88-98% efficiencies.

2. The hot water plant operates year-round. Also, due to the non-condensing nature of the boilers, the hot water supply temperature is only able to be reduced from 180-deg F to 160-deg F in the summer. The Owner has reported high energy bills. The Owner has stated the desire to reduce the boiler plant operation and/or temperature during the summer months.

Cooling Plant:

System description - The existing building is cooled via a packaged, air-cooled, Carrier model 30GNT070 chiller. The system utilizes 30% ethylene glycol chilled water as a cooling medium. Chilled water is circulated via base-mounted pumps to cooling coils within the air handling units. The chilled water system is constant volume. The chiller and pumps are commercial grade and also about 8 years old. The cooling plant appeared to be properly functioning and well maintained. Typical life expectancy for chillers of this type is 20 years, for base-mounted pumps is about 20 years. Therefore, the air-cooled chillers and base-mounted, chilled water, circulation pumps are within their useful lifespan.



Picture 2 – Carrier Chiller

Inspection Observations – The AHUs and VAV boxes were cycled through their respective sequences of operation. Both AHUs and three (3) VAV boxes were observed to properly function and respond to external input.

Deficiencies - Several deficiencies associated with the air-handlers/air distribution system have been reported. They include:

a. The Owner sees poor temperature control in certain areas. The Owner has made numerous attempts to alleviate this problem. However, the problems still remain. Refer to "HVAC Control System" section below for additional comments in regards to this deficiency.
b. Poor efficiencies –
    1. During the time of the inspection, the AHU supply fans did not modulate as would be expected from a VAV system. The fan operation at the maximum volume results in high operational costs.
    2. The air handling units have not been provided with economizer function. Therefore, they are not able to use cool outside air (between 40-deg F and 60-deg F) during mild seasons. This increases the amount of energy the chiller needs to use at those times.

HVAC Control System:

System Description - The building is equipped with an electronic HVAC control system. A main computer, located in the maintenance office, is provided for input, scheduling, processing, and control of the HVAC system via controllers, actuators, sensors, etc. This system was installed and programmed in 2001 and is approximately 8 years old. The system itself can be expected to function for up to 15 years. The actuators typically last for 10 years. Software and sensors should be checked for upgrades and calibration every 1 to 2 years. Therefore the system is within its useful lifespan but the actuators are nearing the end of theirs. Also, sensor and software checks are possibly overdue.

Inspection Observations – Numerous rooms that were reported by the Owner as having temperature control issues were observed during the inspection. Focus was placed on the airflow and operation of the associated VAV boxes and temperature controls. In general, it was observed that the exterior spaces would not meet the temperature set points while the interior spaces would over heat/cool.

Deficiencies – The following deficiencies were observed and reported:

a. Supply fan airflow – Both AHU supply fans were observed to operate at 100% airflow. It is expected that the fans would operate at a reduced airflow within the VAV system at this time of year. This issue is possibly caused by the supply duct pressure and VAV box airflow issues (see below).

III. Observations of Owner Reported Problem Areas

The following deficiencies were reported by the Owner and observed at the time of the inspection:

a. Temperature control problems –

The following rooms were reported to be too cold in the summer and too hot in the winter:

i. Open Office-108
ii. Squad Room-137
iii. Sergeants-141
iv. Open Office-210
v. Open Office-236
vi. Plan Review-235

This symptom can be described as "over conditioned." The inspector notes that most of these spaces are interior spaces. The inspector feels that the duct pressure and VAV box airflow sensors could explain these temperature control issues. In both cases, these spaces would be receiving too much air and therefore become "over conditioned".

The following rooms were reported to be too hot in the summer and too cold in the winter:

i. Evidence/Storage-121
ii. Records Clerk-138
iii. Council Chambers-202
iv. Records Clerk-138
v. Mayor-209

This symptom can be considered "under conditioned." These spaces were observed to have exterior exposures. The inspector feels that the duct pressure and VAV box airflow sensors could explain these temperature control issues as well. If the interior spaces are receiving too much air, then the exterior spaces may not be getting enough. This could result in the under conditioned spaces.

Picture 4 – Council Chambers-202

c. AHU-2 - The supply fan bearing was observed to be squeaking. This is an indication that the bearing needs maintenance (grease) or replacement.

Picture 5 – AHU Supply Fan

d. VAV1-29 (Mayor-209) – The hot-water control valve actuator was observed to be detached from the valve stem. The space temperature was above set point. The maintenance staff temporarily closed the shut-off valve manually to prevent hot water from flowing into the VAV box re-heat coil. The space temperature lowered to set point value. The maintenance staff mentioned that the broken valve actuator would be repaired.

c. Air distribution and Ventilation Systems
    i. Poor temperature control – Perform recommended improvements associated with the HVAC control system (see below).
    ii. Poor efficiencies- Resolution of the airflow issues associated with the HVAC controls system will result in immediate energy improvements. Addition of an air-side economizer in the future could further improve efficiency. See future recommended improvements below.

d. HVAC Control System
    i. No modulation of supply fan airflow – Perform recommended improvements associated with the duct pressure sensor and VAV box airflow sensors (see below).
    ii. Duct pressure set point not reached – Re-calibrate duct pressure sensor. Replace sensor if found to be damaged.
    iii. VAV box desired airflow not reached – Re-calibrate VAV box airflow sensors. Replace sensors that are inoperable.
    iv. Poor temperature control – Perform the duct pressure sensor and VAV box airflow sensor recommendations as described above.

e. Owner Reported Problem Areas
    i. Spaces too cold in summer and too hot in winter –The inspector recommends that the Duct pressure and VAV box airflow sensor issues be resolved first, and then these spaces be re-evaluated (refer to future recommended improvements below).
    ii. Spaces too hot in summer and too cold in winter – The inspector recommends that the Duct pressure and VAV box airflow sensor issues be resolved first, and then these spaces be re-evaluated (refer to future recommended improvements below).
    iii. New office lack of ventilation – Additional air with temperature control and Code required fresh air ventilation should be installed within this space.
    iv. Poor system air balancing – As a part of the VAV box airflow sensor re-calibration, the space maximum and minimum airflows should be re-balanced.

d. HVAC Control System
    i. All deficiencies – The deficiencies associated with the temperature control system are associated with age. It is expected that issues will continue to occur as the system approaches the end of its expected lifespan. It is recommended in the future that the complete temperature control system be replaced at that time (7 years or year 2016).
e. Owner Reported Problem Areas
    i. Spaces too cold in summer and too hot in winter and Spaces too hot in summer and too cold in winter – These issues may be resolved when the immediate recommended actions are performed (see above). In the future after the immediate recommendations are performed, it is recommended that these spaces be evaluated through one heating and cooling season. Any spaces that continue to have temperature control issues should be corrected on a case by case basis.
f. Additional Observations
    i. All deficiencies – No future recommended improvements.

VII. Summary

In conclusion, due mostly to system type, age, and condition, the HVAC systems within the Pekin Municipal Building are unable to comfortably, efficiently, and effectively function. PSA-D recommends that several issues be resolved as soon as possible. These mainly include re-calibration of the VAV box airflow and duct pressure sensors. Also, replacement of broken and failing equipment and components should be performed as soon as possible. Within the next 2-10 years some improvements such as pump replacement, economizer addition, and temperature controls upgrade are recommended. PSA-D further recommends that some major HVAC systems and components be replaced and modernized in 10-20 years.

Respectfully submitted by,

PSA-Dewberry Inc.

Thomas J. Keller, PE, CxA
Project Engineer

Pc: Joe Wuellner (Pekin), TJK, file

Resolution No. 18-09/10

RESOLUTION URGING PASSAGE OF FUNDING FOR THE RESTORATION OF PEKIN LAKE

WHEREAS, the restoration of Pekin Lake would provide area residents with increased recreational and economic opportunities; and

WHEREAS, Pekin Lake, in its present condition, is, at best, an underutilized environmental, economic, and recreational resource; and

WHEREAS, Pekin Lake was once a much greater economic and environmental asset to the residents of this area; and

WHEREAS, planning for the restoration and rehabilitation of the north end of Pekin Lake has been completed; with planning for the south end of Pekin Lake well underway, and

WHEREAS, funding for the restoration of Peoria Lake has been allocated and that restoration is currently proceeding; and

WHEREAS, Pekin Lake has always been identified as the next highest priority following the Peoria Lake restoration; and

WHEREAS, the total cost of restoring both the north and south ends of Pekin Lake is estimated at approximately $14,000,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the City of Pekin urges the Federal Government to completely fund the Pekin Lake restoration for the 2011 fiscal year.

ADOPTED______________________________

____
MAYOR

IN WITNESS THEREOF:

____
City Clerk

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: **Amended City of Pekin Development Advisory Committee Charter, Policy #12**

AGENDA DATE REQUESTED: September 28th, 2009

ACTION REQUESTED: Approval of amended policy

BACKGROUND: The creation of the Pekin Economic Development Investment Fund (PEDIF) allows the city to aggressively market and pursue companies that bring living wage jobs to Pekin as well as large retail generated companies which will provide a large boost to our local Economy.

ECONOMIC IMPACT IN COMMUNITY: Creation of living wage jobs and the spin off effect that it brings. Shopping, dinning, gas purchases, etc…

FINANCIAL IMPACT: Increase in Property Taxes, potential of sales tax increase, creation of jobs, potential of home purchases, and other personal purchases.

IMPACT IF APPROVED: Gives us currently some incentive advantages that many other communities do not have.

IMPACT IF DENIED: Allows us to have the same incentives that others have. Many of these communities have direct access to an interstate which we do not have.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost to the local economy.

REQUIRED SIGNATURES

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

City of Pekin

CITY OF PEKIN POLICY NO. 12

City of Pekin Economic Development Advisory Committee Charter

Policy

City of Pekin
Economic Development Advisory Committee

Mission
The mission of Pekin's Economic Development Advisory Committee (EDAC) is to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan. The EDAC will recommend to the City programs to help stimulate business activity, retain existing businesses, facilitate expansion of existing businesses, and encourage new businesses to locate within the City.

EDAC Membership
EDAC shall consist of up to 11 members who are residents, or who reside within a mile and a half of the city boundary, or who work or own businesses in Pekin. The EDAC will select a chairperson from among its voting members at the first meeting. The chair person will serve for one year. Persons interested in serving shall complete an application form. Committee members will be appointed by the Mayor, with the concurrence of the City Council. City staff, including but not limited to the City Manager, will serve the Committee as resources.

EDAC members will serve three year staggered terms. Initial appointments shall expire on the first Monday in May, 2008, 2009, 2010. Subsequent appointments shall be for one-year. No member may serve more than four consecutive one-year terms; after a one-year absence, a former member may be reappointed to the EDAC.

Members of EDAC shall consist of a broad spectrum of proven, experienced community leaders/decision-makers.

Goals
EDAC will focus on the overall economic future of Pekin. In the near term, the EDAC goals include the following:

1. Understand the City's conceptual and comprehensive plan and the priorities assigned by Council to economic development activities
2. Become familiar with existing economic development strategies and current efforts to support these strategies
3. Support and strengthen existing businesses, including analysis of barriers to success for the business community
4. Evaluate existing business retention efforts
5. Define possible economic development issues
6. Evaluate new businesses recruitment efforts

In the longer term, the EDAC will advise and assist the City by

1. Evaluating the City's economic development strategies (what has been accomplished, etc.) and making recommendations for further successes as well as providing input on new concepts (getting more citizen and business citizen and business involvement; diversification, etc.)

2. Monitoring and analyzing the overall economic trends and health of Pekin and the metropolitan area (including revenues evaluation of other communities, changing demographics of citizens and how it affects housing, employment, service levels, community character, etc.; plus analysis of national and international trends, competitors, etc.)

3. Participating in other area economic organizations such as the EDC of Central Illinois, etc.

4. Participating in planning other City owned (or Public/Private partnerships) developments such as Riverway Business Park.

5. Establishing the Pekin Economic Development Investment Fund (PEDIF) This program will go into effect in the FY 2011 budget. $2,000,000.00 will be committed to the fund when needed from the General Fund Reserves. Fund eligible items could include and not be limited to; Location Incentives, Utility Rebates, Revolving Loans, Business Gap Insurance. Other possible uses within the fund could also be for Tax Abatement Refunds, Hiring of Economic Development consultants or marketing efforts, and quality of life initiatives. The purpose of the fund will be to attract living wage jobs to the community and for business expansion. The implementation Plan will be conducted by the Economic Development Staff at City Hall and in cooperation with the Economic Development Advisory Committee. Council approval will be required of all applications that are presented to the Economic Development Staff or if an opportunity arises before the beginning of the FY 2011 budget year.

Purpose

This policy is adopted to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan.

Adopted this _27th_ day of _November 2006_.

Amended this _28th_ day of _September 2009_.

REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: EDAC Committee (September 30, 2009)

AGENDA ITEM: Pekin Economic Development Investment Fund (PEDIF) Policy #17

AGENDA DATE REQUESTED: October 13, 2009

ACTION REQUESTED: (1) To establish the Pekin Economic Development Investment Fund in the place of the current Economic Development Fund, and (2) To include within the FY2011 budget, up to $2,000,000 from General Fund reserves to the PEDIF.

BACKGROUND: The Pekin Economic Development Advisory Committee has recommended that the City establish the PEDIF to meet six economic development objectives. Further, the committee has recommended using up to $2,000,000 in General Fund investments to support a variety of economic development initiatives. Finally, the committee advised City staff to develop an implementation plan before disbursing funds from the PEDIF.

The City currently has an Economic Development Fund (570-570) which was set up to accept loan repayments from the East Court Villages and now also accepts ICC rent payments. The fund acts on and "in and out" basis, and there is no current balance. We recommend renaming the fund as the Pekin Economic Development Investment Fund (570-571).

We recommend that the City Council include in the FY2011 budget up to $2,000,000 from General Fund investments to the PEDIF. As part of the implementation plan, the PEDIF account will be divided into several line items (e.g., revolving loan fund, relocation incentives, utility rebates) to permit tracking on a program-by-program basis. We do not recommend allocations of the $2,000,000 to individual programs at this time.

IMPLEMENTATION PLAN: See Appendix A for a more detailed Implementation Plan. What follows are excerpts.

Assumptions. Three key assumptions guide the Implementation Plan: (1) every economic development deal is unique, so it is impossible to design a perfect implementation plan that will fit all occasions; (2) economic development efforts will focus on projects that meet the objectives as stated by the Economic Development Advisory Committee, and (3) every deal will require "due diligence" and City Council approval.

Due Diligence. The most basic requirement to implement PEDIF investments successfully is this: design and put into place a process of due diligence that will assure, to the extent possible, that investments in economic development meet stated objectives. We recommend that "due diligence" consist of the following elements:

> **1. Establish an economic development team** tailored to each economic development project or lead. The team should consist of selected City staff, the Mayor, and legal counsel plus, when appropriate, representatives from the EDAC, the Peoria Area EDC, DCEO, the Chamber of Commerce, or consultants. The team would look at each deal in terms of the factors listed below.
> 2. **Legal assessment** to ensure that agreements meet federal, state, and local laws and regulations. This assessment may require outside legal advice.

3. **Economic impact assessment** will evaluate the return to the community in terms of jobs created, expansion of the tax base, contribution to a diversified employment base, etc.
4. **Business plan assessment** to include a business's financials, capitalization, cash-flow, track record in other communities, management structure, etc.
5. **Budget impact** in terms of the capacity of PEDIF to assist.

Implementation Guidance. Every economic development deal is unique, so it is impossible to design a perfect implementation plan that will fit all occasions. We believe that of the seven programs presented to Council by the EDAC, three are the most important and likely will consume the most resources. The following principles will guide the implementation of these three programs, again subject to the requirements of individual deals and to the final approval by Council.

Revolving loans. The basic elements of the revolving loan fund will be these: (1) priority will be given to new business or the expansion of current business; (2) the fund will not be used to refinance existing debt; (3) loans will be made with the expectation of repayment in part or in full within three years; (4) specific terms of such loans will be spelled out in developer or loan agreements; and (5) a loan review committee to include the City Treasurer and others with financial expertise will assess each application as part of "due diligence."

Location incentive. The basic elements of the location incentive program will be these: (1) priority will be given to new businesses which have the potential to generate new sales tax revenue or which will provide head-of-household wages, (as determined from the 2009, Dr.Amy Glasmeier and the Pennsylvania State University Study) to their employees; (2) location incentives of various types (direct grants, abatement of specific taxes, etc.) will be tailored to the individual deal; and (3) less emphasis will be placed on repayment than will be the case with the revolving loan fund.

Utility rebates. Illinois has among the highest utility rates for manufacturing and industrial businesses. To enhance the competitive advantage of Riverway Business Park, the PEDIF will rebate a portion of a company's utility costs. Implementation of this program will involve further research on comparative utility costs of neighboring states and on the level of rebate that will make RWBP competitive.

Other economic development programs. See Appendix A for implementation guidance on business plan gap insurance, economic development promotion, and quality of life initiatives.

FINANCIAL IMPACT: Up to $2M/year from General Fund Reserves

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Major Incentive Tool added to the City's ED Toolbox

IMACT IF DENIED: Status Quo

ALTERNATIVES: Other Incentive Packages or None

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

Department Director ______________________________
Date

Finance Department ______________________________
(Certification of Availability of Funds) Date

Corporation Counsel ______________________________
(Certification of Review) Date

City Manager ______________________________

Appendix A: Pekin Economic Development Investment Fund (PEDIF) Implementation Plan

ACTION REQUESTED: ACTION REQUESTED: (1) To establish the Pekin Economic Development Investment Fund in the place of the current Economic Development Fund, and (2) To establish in the FY2011 budget, up to $2,000,000 from General Fund reserves to the PEDIF.

Summary

The purpose of the Implementation Plan is to illustrate how the City will administer PEDIF investments. Recall that the Economic Development Advisory Committee has recommended the establishment of PEDIF with initial funding from General Fund investments of $2,000,000.

Assumptions

Three key assumptions guide the Implementation Plan: (1) every economic development deal is unique, so it is impossible to design a perfect implementation plan that will fit all occasions; (2) economic development efforts will focus on projects that meet the objectives as stated by the Economic Development Advisory Committee, and (3) every deal will require "due diligence" and City Council approval.

From these assumptions follow a few general principles. First, establishing what we mean by "due diligence" is the key to assuring that PEDIF investments are financially sound, responsive to the needs of the community, and capable of achieving the purposes of economic development.

Second, implementation will take place largely through individually negotiated developer agreements. While it may be possible to outline general guidance for administering PEDIF investments, each agreement will be conducted in a consistent manner

Third, the focus of the City's economic development efforts will be on large-scale deals involving either the substantial expansion of local businesses or the recruitment of new businesses that will (1) generate substantial increased sales tax revenues, or (2) provide head-of-household wages to their employees. In other words, the emphasis is on expansion.

Due Diligence

The most basic requirement to implement PEDIF investments successfully is this: design and put into place a process of due diligence that will assure, to the extent possible, that investments in economic development meet stated objectives. We recommend that "due diligence" consist of the following elements:

> **1. Establish an economic development team** tailored to each economic development project or lead. The team should consist of selected City staff, the Mayor, and legal counsel plus, when appropriate, representatives from the EDAC, the Peoria Area EDC, DCEO, the Chamber of Commerce, or consultants. The team would look at each deal in terms of the factors listed below.

2. **Legal assessment** to ensure that agreements meet federal, state, and local laws and regulations. This assessment may require outside legal advice.
3. **Economic impact assessment** will evaluate the return on investment to the community in terms of jobs created, expansion of the tax base, contribution to a diversified employment base, etc.
4. **Business plan assessment** to include a business's financials, capitalization, cash-flow, track record in other communities, management structure, etc.
5. **Budget impact** in terms of the capacity of PEDIF to assist.

Implementation Guidance

Every economic development deal is unique, so it is impossible to design a perfect implementation plan that will fit all occasions. We believe that of the seven programs presented to Council by the EDAC, three are the most important and likely will consume the most resources. The following principles will guide the implementation of these three programs, again subject to the requirements of individual deals and to the final approval by Council.

Revolving loans. The basic elements of the revolving loan fund will be these: (1) priority will be given to new business or the expansion of current business; (2) the fund will not be used to refinance existing debt; (3) loans will be made with the expectation of repayment in part or in full within three years; (4) specific terms of such loans will be spelled out in developer or loan agreements; and (5) a loan review committee to include the City Treasurer and others with financial expertise will assess each application as part of "due diligence."

Location incentive. The basic elements of the location incentive program will be these: (1) priority will be given to new businesses which have the potential to generate new sales tax revenue or which will provide head-of-household wages to their employees; (2) location incentives of various types (direct grants, abatement of specific taxes, etc.) will be tailored to the individual deal; and (3) less emphasis will be placed on repayment than will be the case with the revolving loan fund.

Utility rebates. Illinois has among the highest utility rates for manufacturing and industrial businesses. To enhance the competitive advantage of Riverway Business Park, the PEDIF will rebate a portion of a company's utility costs. Implementation of this program will involve further research on comparative utility costs of neighboring states and on the level of rebate that will make RWBP competitive.

Other economic development programs. We believe that the programs in this section will have less impact and will consume fewer resources than the three singled out above. As with those three, however, these incentives would be different for every deal, would be subject to the due diligence process, and would require Council approval as part of considering the developer agreement.

Business Plan Sustainability. In order to sustain a business through its first three years, the City may agree to make up the shortfall between projected and actual revenue subject to the terms of the developer agreement. This program will be suited more to small and medium-size businesses which are expanding or newly locating in Pekin.

Economic Development Marketing. Elements of economic development marketing include such promotional activities as a Web site, marketing materials, attendance at lead-generating events; and the selective use of consultants. Unlike the initiatives described above, this expense will not appear in developer agreements. City Council action on such investments will take place during the cities strategic planning and budget approval processes.

Quality of life initiatives. Quality of life initiatives, including city beautification and code and zoning enforcement, complement economic development activities. While important to the overall economic development effort, PEDIF investments in quality of life indicators will have a lower priority than investments in the programs described above.

Budget Implementation

The City currently has an Economic Development Fund (570-570) which was set up to accept loan repayments from the East Court Villages and now also accepts ICC rent payments. The fund acts on a "in and out" basis, and there is no current balance. We recommend creating a department within the economic development budget (570-571) as the Pekin Economic Development Investment Fund.

We recommend that the City Council place within the FY2011 budget up to $2,000,000 from General Fund investments to the PEDIF. As part of the implementation plan, the PEDIF account will be divided into several line items (e.g., location incentives, revolving loan fund, utility rebates) to permit tracking on a program-by-program basis. We do not recommend allocations of the $2,000,000 to individual programs at this time.

IMPORTANT: No investments from PEDIF can be made without formal Council approval.

ORDINANCE NO. ______

AN ORDINANCE APPROVING SETTLEMENT

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

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

WHEREAS, the City was a Respondent in an Illinois Environmental Protection Agency complaint filed with the Illinois Pollution Control Board in December of 2006; and

WHEREAS, the City and the Illinois EPA, have over the past three years, addressed the issues respecting that complaint, both through negotiations between the parties, and through compliance activities undertaken during this time; and

WHEREAS, the City and the Illinois EPA have reached an agreement with respect to resolution of those matters, which agreement is contained in the attached Stipulation and Proposal for Settlement; and

WHEREAS, it is in the best interest that the City of Pekin, at this time, enter into the Stipulation and Proposal for Settlement, including the payment of a limited fee of $14,483.00

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

SECTION I. That the City of Pekin accepts and consents to the Stipulation and Proposal for Settlement, and authorizes appropriate personnel, by the Mayor or the City Manager, to execute the document and submit for approval to the Illinois Pollution Control Board.

SECTION II. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

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

SECTION IV. 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 ____________________, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ______ day of _________________, 2009.

____
MAYOR

ATTEST:

____
CITY CLERK

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Complainant,	)	
	)	
-vs-	)	**PCB No. 07-47**
	)	**(Enforcement - Water)**
CITY OF PEKIN,	)	
an Illinois municipal corporation,	)	
	)	
Respondent.	)	

STIPULATION AND PROPOSAL FOR SETTLEMENT

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency ("Illinois EPA"), and CITY OF PEKIN ("Respondent") ("Parties to the Stipulation"), have agreed to the making of this Stipulation and Proposal for Settlement ("Stipulation") and submit it to the Illinois Pollution Control Board ("Board") for approval. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board's approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*. (2006), and the Board's Regulations, alleged in the Complaint except as otherwise provided herein. It is the intent of the parties to this Stipulation that it be a final adjudication of this matter.

I. STATEMENT OF FACTS

A. Parties to the Stipulation

1. On December 13, 2006, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and

upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31(2006), against the Respondent.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2006).

3. At all times relevant to the Complaint, the Respondent was and is an Illinois municipal corporation that is authorized to transact business in the State of Illinois. At all times relevant to the Complaint, Respondent owned and operated a wastewater treatment plant ("WWTP") located at 606 South Front Street, Pekin, Tazewell County, Illinois ("site").

4. The City's WWTP and Waste Water Operations were run and operated by a contract operator, United Water. The WWTP discharges to the Illinois River pursuant to the National Pollutant Discharge Elimination System ("NPDES") Permit No. IL0034495; the current NPDES permit was reissued on May 4, 2004, and became effective June 1, 2004, the terms and conditions of which are incorporated herein by reference.

5. The City's sewage collection system includes approximately 17 miles of combined sewers. There are four permitted combined sewer overflows ("CSOs"), the operation of which is governed by Special Condition 12 of the NPDES permit and the CSO Exception granted by the Board on June 5, 1986, in PCB No. 85-226. Outfall 001 is for the WWTP, which has a design maximum flow of 8.7 million gallons per day ("MGD"), and Outfall 002 is for the excess flow facilities, which shall not be utilized until the main treatment facility is receiving its maximum practical flow. The excess flow facilities consist of a settling basin and a chlorination tank with capacities of 224,000 and 75,000 gallons, respectively.

6. The City's permit imposes effluent concentration limitations for fecal coliform,

which is a "contaminant" as that term is defined in Section 3.165 of the Act, 415 ILCS 5/3.165 (2006). The effluent concentration limitation for fecal coliform is a daily maximum of 400 per 100 ml for Outfall 001 during May through October and for Outfall 002 whenever there is any discharge. Discharge Monitoring Reports ("DMRs") are submitted monthly in accordance with the permit to report the concentrations of contaminants in the effluent and any excess flow.

7. On February 14, 2003, the City, by and through its contract operator United Water, discharged for over 4 hours from Outfall 002 although the main treatment facility was not receiving its maximum practical flow. The discharge contained fecal coliform well in excess of the regulatory and permit limit of 400 per 100 ml.

8. During the morning of April 20, 2004, the City, by and through its contract operator United Water, discharged for over 30 minutes from Outfall 002 although the main treatment facility was not receiving its maximum practical flow. The excess flow facilities remained full throughout the day. Beginning at approximately 8 PM on April 20, 2004, and continuing until 8 AM on April 21, 2004, the City, by and through its contract operator United Water, discharged from Outfall 002 although the main treatment facility was not receiving its maximum practical flow. The discharge contained fecal coliform well in excess of the regulatory and permit limit of 400 per 100 ml. The discharge contained total suspended solid levels shown by lab analysis to be 42 mg/l.

9. On February 19, 2003, the Illinois EPA inspected the WWTP to evaluate its compliance with the NPDES Permit. Among the problems documented during this inspection were inaccurate flow measurement, inadequate activated sludge process control, inadequate flood protection for Outfall 001, the digester tank, originally installed in 1964, was inoperable due to

cracks and leaks, and the excess flow facilities lacked any measures to remove sludge from the settling basin and chlorination tank. Additionally, the City, by and through its contract operator United Water, had recently deposited grease and sludge into the settling basin from a clean-out of the primary clarifier scum wells, which threatened the discharge of such wastes through Outfall 002 in the event of excess flows. V actor pit leachate from sewer cleaning operations was also being discharged to this settling basin. Review of the lab records revealed that monitoring was not being conducted according to the frequency required by the permit and that ammonia was being reported as a daily maximum instead of the weekly average required by the permit. Lastly, the City reported that, by and through its contract operator United Water, it had failed to investigate south interceptor sanitary sewer overflows and to control slugs of industrial waste, especially grease loadings.

10. On April 27, 2004, the Illinois EPA inspected the WWTP to evaluate its compliance with the NPDES Permit and to investigate recent excess flow discharges. The City, by and through its contract operator United Water, reported that the failure of the plugged bar screen alarm contributed to the April 20 and 21, 2004, plant bypass incident. Moreover, the City, by and through its contract operator United Water, reported that, due to activated sludge quality problems, it was unable to provide continuous treatment of the maximum practical flow. Review of the lab records revealed that monitoring was not being conducted according to the frequency required by the permit.

11. On March 2 and 3, 2005, the Illinois EPA inspected the WWTP. Among the problems documented during this inspection were a lack of flow measurement, the presence of odorous sludge and wastewater in the two contact stabilization donuts and a corresponding

failure to check the WWTP during or after gate closure, ineffective maintenance of the 002 chorine contact tank, and inadequate flood protection for the 002 basin.

12. On May 6, 2005, the Illinois EPA inspected the WWTP to evaluate its compliance with the NPDES Permit. Generator failure, and related electrical equipment failure, due to improper use of the stand-by generator were documented during this inspection.

13. From February 28, 2003 through March 31, 2003, the City failed to have a certified Class I operator to supervise the operation of the WWTP.

B. Allegations of Non-Compliance

Complainant and the Illinois EPA contend that the Respondent has violated the following provisions of the Act and Board Regulations:

Count I: The City has caused or allowed the discharge of contaminants into waters of the State in violation of the terms or conditions of its NPDES permit and has thereby violated Section 12(f) of the Act, 415 ILCS 5/12(f) (2006).

By discharging contaminants into waters of the State in violation of the terms or conditions of its NPDES permit, the City has thereby violated Sections 304.141(a) and 309.102(a) of the Board's Water Pollution Regulations, 35 Ill. Adm. Code 304.141(a), 309.102(a).

By discharging contaminants into waters of the State so as to violate regulations or standards adopted by the Pollution Control Board under this Act, the City has thereby violated Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

By discharging contaminants into waters of the State so as to tend to cause water pollution, the City has thereby violated Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

Count II: By failing to ensure that all treatment works and associated facilities shall be constructed and operated as to minimize violations of applicable standards during such contingencies as flooding, adverse weather, power failure, equipment failure, or maintenance, the City has violated Section 306.102 of the Board's Water Pollution Regulations, 35 Ill. Adm. Code 306.102 and Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

By failing to comply with the monitoring, sampling, recording and reporting requirements set forth in its NPDES permit, the City has violated Section 305.102(b) of the Board's Water Pollution Regulations, 35 Ill. Adm. Code 305.102(b) and Section 12(f) of the Act, 415 ILCS 5/12(f) (2006).

By allowing bypasses and overflows of untreated wastewater to occur, the City has violated Section 306.102 of the Board's Water Pollution Regulations, 35 Ill. Adm. Code 306.102 and Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

Count III: By failing to have a certified Class I operator to supervise the operation of the WWTP, the City has violated Section 312.101 of the Board's Water Pollution Regulations, 35 Ill. Adm. Code 312.101 and Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

Additional Violations

Subsequent to the start of this enforcement action, the Illinois EPA issued two additional Violation Notices to the Respondent.

1. Violation Notice W-2005-00286: NPDES Permit Schedule Violations and Effluent Violations.

2. Violation Notice M-2006-02024: Overflow Violations, Systems Reliability Violations, and Reporting Violations.

These violations and the necessary compliance measures to address these violations are covered by this Stipulation.

C. Admission of Violations

The Respondent admits to the violations alleged in the Complaint filed in this matter and referenced within Section I.B. herein.

D. Compliance Activities to Date

The Respondent has taken the following measures to ensure compliance:

1. Added additional monitoring equipment at each CSO point;

2. Maximized storage capacity at WWTF #2 and the State Street lift station;

3. Updated its sewer system telemetry and WWTF #1 monitoring equipment to provide adequate automated control;

4. Completed repairs to Generator #1;

5. Upgraded the chlorination system capacity as required;

6. Installed influent flow measurement and event recording as needed at treatment plant #2;

7. Begun increasing its spare parts inventory to be completed by January 1, 2010;

8. Developed an operations manual for each treatment plant; and

9. Provided adequate manpower for optimum operation and maintenance for both treatment plants and the collection systems.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation, and any officer, director, agent, or employee of the Respondent, as well as any successors or assigns of the Respondent. The Respondent shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation. This Stipulation may be used against the Respondent in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2006).

The Respondent shall notify each contractor to be retained to perform work required in this Stipulation of each of the requirements of this Stipulation relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Stipulation to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Stipulation. In addition, the Respondent shall provide copies of all schedules for implementation of the provisions of this Stipulation to the prime vendor(s) supplying the control technology systems and other equipment required by this Stipulation.

No change in ownership, corporate status or operator of the facility shall in any way alter the responsibilities of the Respondent under this Stipulation. In the event that the Respondent proposes to sell or transfer any real property or operations subject to this Stipulation, the Respondent shall notify the Complainant and the Illinois EPA thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or a portion thereof. The Respondent shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Respondent site access and all cooperation necessary for Respondent to perform to completion any compliance obligation(s) required by this Stipulation. The Respondent shall provide a copy of this Stipulation to any such successor in interest and the Respondent shall continue to be bound by and remain liable for performance of all obligations under this Stipulation. In appropriate circumstances, however, the Respondent and a proposed purchaser or operator of the facility may jointly request, and the Complainant and the Illinois EPA, in their discretion, may consider modification of this Stipulation to obligate the proposed purchaser or operator to carry out future requirements of this Stipulation in place of, or in addition to, the Respondent. This provision does not relieve the Respondent from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

III. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE

Section 33(c) of the Act, 415 ILCS 5/33(c) (2006), provides as follows:

> In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:
>
> 1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
> 2. the social and economic value of the pollution source;
> 3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
> 4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such pollution source; and
> 5. any subsequent compliance.

In response to these factors, the Parties to the Stipulation state the following:

1. Complainant contends that the injury to, or interference with, the protection of the health, general welfare, and physical property of the People would be characterized as failure to comply with requirements meant to protect water quality in the State.

2. The parties agree that Respondent's facility is of social and economic benefit.

3. Respondent's facility is suitably located at 606 South Front Street, Pekin, Illinois.

4. The parties agree that complying with the Act and regulations is technically practicable and economically reasonable.

5. The alleged violations occurred while the City's operation was being run by United Water, its contract operator. Respondent implemented measures subsequent to the alleged violations that are the subject of the Complaint in this matter and has agreed to the compliance schedule in this Stipulation in order to operate in compliance with the Act.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2006), provides as follows:

> In determining the appropriate civil penalty to be imposed under . . . this Section, the Board is authorized to consider any matters of record in mitigation or aggravation of penalty, including but not limited to the following factors:
>
> 1. the duration and gravity of the violation;
>
> 2. the presence or absence of due diligence on the part of the respondent in attempting to comply with requirements of this Act and regulations thereunder or to secure relief therefrom as provided by this Act;
>
> 3. any economic benefits accrued by the respondent because of delay in compliance with requirements, in which case the economic benefits shall be determined by the lowest cost alternative for achieving compliance;
>
> 4. the amount of monetary penalty which will serve to deter further violations by the respondent and to otherwise aid in enhancing voluntary compliance with this Act by the respondent and other persons similarly subject to the Act;
>
> 5. the number, proximity in time, and gravity of previously adjudicated violations of this Act by the respondent;
>
> 6. whether the respondent voluntarily self-disclosed, in accordance

with subsection I of this Section, the non-compliance to the Agency; and

7. whether the respondent has agreed to undertake a "supplemental environmental project," which means an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action brought under this Act, but which the respondent is not otherwise legally required to perform.

In response to these factors, the Parties to the Stipulation state as follows:

1. The bulk of the violations stemmed from improper operation and maintenance procedures while the operation was being operated and maintained by United Water, the City's contract operator; however, needed equipment upgrades also played a significant role. Most of the problems with the WWTP and sewer system were long-standing. The fecal coliform excursions were significant.

2. The Illinois EPA notified the City of numerous violations in 2000 but the City did not rectify many of them, resulting in violation notices in 2003 and 2004. Since enforcement action was taken, the City has begun to address and resolve the violations.

3. A portion of the economic benefit of non-compliance can be attributed to the cost for the required chlorination upgrade needed to control fecal coliform excursions. This portion of the economic benefit of noncompliance was approximately $980.00. However, a total economic benefit would take into account cost estimates for the WWTF upgrade, as well as other technical measures for which the State has not been given cost information.

4. Complainant and the Illinois EPA have determined, based upon the specific facts of this matter, that a penalty of Fourteen Thousand, Four Hundred and Eighty-Three Dollars ($14,483.00) will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. To Complainant's and the Illinois EPA's knowledge, Respondent has no previously adjudicated violations of the Act.

6. Self-disclosure is not at issue in this matter.

7. The settlement of this matter does not include an supplemental environmental project.

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. The Respondent shall pay a civil penalty in the sum of Fourteen Thousand Four Hundred and Eighty-Three Dollars ($14,483.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Stipulated Penalties, Interest and Default

1. If the Respondent fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Stipulation, the Respondent shall provide notice to the Complainant and the Illinois EPA of each failure to comply with this Stipulation and shall pay stipulated penalties in the amount of $100.00 per day until that compliance is achieved. The Complainant may make a demand for stipulated penalties upon the Respondent for its noncompliance with this Stipulation. However, failure by the Complainant to make this demand shall not relieve the Respondent of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Respondent knows or should have known of its noncompliance with any provision of this Stipulation.

2. If the Respondent fails to make any payment required by this Stipulation on or

before the date upon which the payment is due, the Respondent shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Complainant shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Respondent not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date fully payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

C. Payment Procedures

All payments required by this Stipulation shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

The name, case number and the Respondent's federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, IL 62706

D. Future Compliance

1. The City agrees to complete the following:

SHORT TERM COMPLIANCE ITEMS

These operation and maintenance items shall be implemented within six (6) months from the date the Board adopts and accepts this Stipulation.

1. Additional monitoring equipment is needed at each CSO point on the sewer system to determine when any outfall is nearing discharge.

2. The gate on the north sanitary interceptor will close when any one CSO is nearing discharge. Diversion of flow into the old wastewater treatment facility #2 ("WWTF #2"), for storage, will then begin.

3. The wastewater treatment facility #1 ("WWTF #1") inlet gate will be adjusted to control influent flow so that at least 8.7 million gallons per day design maximum flow is always receiving full treatment.

4. The storage capacity available for sewer system flows at both WWTF #2 and the State Street Lift Station will be used to the fullest extent possible by ensuring that the State Street Lift Station storage tank is also brought on line during high flows. Monitoring equipment shall be provided within sixty (60) days of entry of this order to determine when flows begin entering this tank to determine if influent weir adjustments are needed.

5. There shall be no CSOs allowed by the Respondent until the following has occurred:

    - The Respondent has fully utilized all flow storage facilities at WWTF #1 and WWTF #2 and the State Street storage tank; and

    - The full treatment capacity at WWTF #1 has been utilized with at least a design maximum flow of 8.7 million gallons per day ("MGD") receiving continuous treatment.

6. Entry of sanitary flow into WWFT #1 from the three sanitary interceptors is to be a priority. Continued monitoring will occur to ensure compliance, modifications will be made as needed.

7. The present sewer system telemetry, and the WWTF #1 monitoring equipment,

shall provide the level of automated control needed for this interim plan.

8. Ensure proper operation of all sewer system and WWTF #2 flow control gates and structures so that maximum possible flow is transported to the #1 plant prior to CSO.

9. Maintain records of any dates, times and corresponding flows when the WWTF #1 inlet gate is closed to restrict flow into full treatment.

10. Ensure both WWTFs always receive optimum operation and maintenance ("O&M") and process control so that complete and continuous treatment of design maximum flow ("DMF") can occur at all times when such flows are received.

11. Ensure adequate influent flow control and splitting ahead of the two WWTF #1 mechanical screens to ensure efficient and reliable operation of both screens during higher flows.

12. If final effluent compliance cannot be maintained, provide for sludge removal from the primary clarifiers during 2nd and 3rd shifts. This will require additional manpower - at least 2 operators on duty and/or a sludge holding tank (designed to control odors). Any sludge holding tank construction must be in accordance with the Illinois Recommended Standards for Sewage Works (IRSSW) and an Agency construction permit obtained.

13. Upgrade the aeration system if that at least 1.5 to 2 ppm of dissolved oxygen cannot be maintained in the activated sludge process aeration tanks and aerobic digester. Any blower upgrade needs to be in accordance with IRSSW and an Agency construction permit obtained. As part of this work, additional air diffusers will need to be provided in the digester.

14. All mixed liquor suspended solids ("MLSS") process control testing needs to be performed gravimetrically unless it can be demonstrated the present probe gives accurate readings. Comparison gravimetric testing will be performed twice weekly for six months. Also, probe calibration samples will be performed at the frequency recommended by the probe manufacturer and split with the commercial laboratory utilized by the City.

15. Investigate the cause, and eliminate to the extent possible, the north and south plant clarifier sludge tube plugging problems.

16. Scum and floating debris on the surface of the north and south plant clarifiers shall be discharged into the aerobic digester rather than returned to the aeration tanks.

17. Final clarifier effluent shall be collected and returned to secondary treatment whenever weirs are washed. This will be accomplished by ceasing effluent discharge during weir cleaning, capturing all wash water in the chlorine contact tank and completely pumping the contact tank contents to the head of the WWTF at a rate that exceeds the effluent flow.

18. All 3 chlorine contact tanks shall be completely cleaned with all sludge removed at least every 4 – 6 weeks. This shall be done when final clarifier weirs are washed as described above.

19. Supernatant from the anaerobic digesters and sludge lagoons shall be handled in a manner that does not upset the activated sludge process or degrade final effluent quality. These waste streams shall continue to be discharged directly to the aerobic digester.

20. Continue with the current year-round comprehensive sludge management plan including removal of lagoon sludge at least twice per year. The sludge lagoon shall be completely cleaned out annually and then cleaned as needed during the year so freeboard is maintained at a minimum of two (2) feet.

21. Complete repairs to the generator #1, including connection to the transfer switch. Ensure that future loads are within the generator design capacity.

22. Upgrade the chlorination system capacity, as required, so that adequate chlorine is available to disinfect both 001 and 002 at all times. This work shall be done per the IRSSW and an Agency construction permit obtained.

23. Provide a sharp-crested weir for effluent flow measurement at the FBOP chlorine contact tank.

24. Provide complete draining and cleaning of the 002 settling and chlorination basins after each use; but if there are consecutive events, provide complete draining and cleaning within 24 hours of the last event during normal river stages.

25. Provide for complete draining and cleaning of the #2 treatment plant wastewater storage tanks at least twice a year. A bottom drain and flushing system shall be installed if these tanks receive continued use under the long-term control plan for CSO control or any future upgrading to overall treatment facilities.

26. Provide complete draining and cleaning of the State Street storage basin after each use.

27. Discontinue any use of the lagoon at WWTF #2 unless the lagoon has been sealed to prevent leakage.

28. Influent flow measurement/event recording is needed at treatment plant #2.

29. Continue with work to provide a spare parts inventory for both treatment plants by January 1, 2010.

30. Develop an operations manual for each treatment plant.

31. Ensure adequate manpower and provide optimum operation and maintenance for both treatment plants and the collection system at all times.

PRETREATMENT PROGRAM

The program shall be implemented within 1 year of entry of this order, or as otherwise required by the USEPA.

- The City shall develop a formal pretreatment program for approval by USEPA. An application for a pretreatment program shall be submitted to USEPA by December 31, 2009.

LONG TERM COMPLIANCE ITEMS

Long Term Control Program ("LTCP") for CSO Control

The City shall develop and implement a LTCP for CSO control. The LTCP must be implemented in a manner that ensures there are no effluent or water quality violations associated with CSO's, and the conditions of PCB 85-226 are met. This includes all US EPA and IEPA elements required for LTCP development, including those listed in the IEPA letters dated September 25, 2008 and December 15, 2008 (See Exhibits A and B attached).

TREATMENT PLANT UPGRADING

- The City submitted a proposed LTCP to the Illinois EPA on July 24, 2009 which is presently under review by the Illinois EPA.
- An approvable facilities plan shall be submitted to the Illinois EPA within sixty (60) days of LTCP approval.
- Plans and permit application for a treatment plant upgrade shall be submitted to the Illinois EPA within sixty (60) days of Illinois EPA approval of the facilities plan.
- The Respondent shall have a new upgraded WWTP, fully online, within either

three (3) years of the issuance of the construction permit for the new WWTP or June 30, 2015, whichever occurs first.

- The City shall continue with plans for upgrading both treatment plants. This work will basically consist of a new #1 plant that meets the IRSSW requirements and includes adequate flood protection and backup power, abandonment of the present sludge lagoons, installation of modern sludge digestion and dewatering facilities and intended future use of the plant #2 lagoon. The LTCP and WWTF upgrade shall be coordinated to insure adequate WWTF capacity for treatment of flows following CSO improvements.

<u>**WWTF LOADING**</u>

- The City shall not accept any WWTF loading that the plant cannot handle, both prior to and subsequent to the treatment plant upgrade.

2. In addition to any other authorities, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Respondent's facility which is the subject of this Stipulation, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

3. This Stipulation in no way affects the responsibilities of the Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

4. The Respondent shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint and included in Section I. B. above.

E. Release from Liability

In consideration of the Respondent's payment of the $14,483.00 penalty, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, the Complainant releases, waives and discharges the Respondent from any further liability or penalties for violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed on December 13, 2006 and included in Section I. B. above. The Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondent with respect to all other matters, including but not limited to, the following:

a. criminal liability;

b. liability for future violation of state, federal, local, and common laws and/or regulations;

c. liability for natural resources damage arising out of the alleged violations; and

d. liability or claims based on the Respondent's failure to satisfy the requirements of this Stipulation.

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois or the Illinois EPA may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondent.

F. Correspondence, Reports and Other Documents

Any and all correspondence, reports and any other documents required under this Stipulation, except for penalty payments, shall be submitted as follows:

As to the Complainant

Andrew J. Nicholas
Assistant Attorney General
Environmental Bureau
69 W. Washington Street
Suite 1800
Chicago, Illinois 60602

As to the Illinois EPA

Charles W. Gunnarson
Assistant Counsel
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

James Kammueller
Division of Water Pollution Control
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

As to the Respondent

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

Burt Dancey
City Attorney
P.O. Box 873
Pekin, IL 61555

G. Enforcement and Modification of Stipulation

1. Upon the entry of the Board's Order approving and accepting this Stipulation, that Order is a binding and enforceable order of the Board and may be enforced as such through any

and all available means.

2. The Parties to the Stipulation may, by mutual written consent, agree to extend any compliance dates or modify the terms of this Stipulation. A request for any modification shall be made in writing and submitted to the contact persons identified in Section V.F. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Stipulation. Any such agreed modification shall be in writing, signed by authorized representatives of the Parties of the Stipulation.

H. Execution of Stipulation

The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

WHEREFORE, the Parties to the Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS,

LISA MADIGAN,
Attorney General
State of Illinois,

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

BY: ______________________
THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

DATE: ______________________

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

BY: ______________________
JOHN J. KIM
Chief Legal Counsel

DATE: ______________________

CITY OF PEKIN

BY: ______________________
(Signature)

Name: ______________________
(Print)

Title: ______________________

DATE: ______________________

REQUEST FOR COUNCIL ACTION

To: **Council Members**

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

From: **Joe Wuellner**

AGENDA ITEM: Franchise Agreement with Bitwise Communications, Inc. (dba – OmniLEC)

AGENDA DATE REQUESTED: October 13, 2009

ACTION REQUESTED: Approve franchise agreement with OmniLEC to allow them to provide home video service.

BACKGROUND: OmniLEC has been doing business in Pekin for the last 4 to 5 years and have now partnered with Family Video to start providing home video service. This franchise agreement is similar to the one currently in effect with Comcast and includes provisions for OmniLEC to provide local area networking between all the City's facilities along with Internet. Agreement has been reviewed by the City Attorney's office and differences have been resolved.

I recommend that this agreement be approved.

FINANCIAL IMPACT: Will become a new revenue source

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Citizens will be afforded another option for home video services and a new revenue source for the City

IMPACT IF DENIED: None of the above

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director	______________________________	Date
Finance Department	___________N/A___________ (Certification of Availability of Funds)	Date
Corporation Counsel	______________________________ (Certification of Review)	Date
City Manager	______________________________	Date

FRANCHISE AGREEMENT

This Franchise Agreement (this “Agreement”) is dated as of ________, 2009 by and between the City of Pekin, Illinois (the “City”) and Bitwise Communications, Inc. DBA OmniLEC (the “Company”). The City and the Company are referred to herein individually as a Party and together as the Parties.

WHEREAS, the Company is proposing to operate a cable communications system (the “Business”) in the City;

WHEREAS, the City intends, by the adoption of an ordinance to be effective _________ 1, 2009 (the “Ordinance”), to authorize the Company to operate its Business in the City, pursuant to the Ordinance; and

WHEREAS, the State of Illinois has delegated to the City the authority to grant a franchise the “Franchise”) for businesses like the Business within the City's territorial boundaries, and pursuant to the Ordinance, the City hereby exercises it authority to grant a non-exclusive franchise permitting the operation of the Business within the City.

NOW, THEREFORE, in consideration of the representations, warranties, premises and covenants contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

SECTION 1: DEFINITIONS. For the purpose of this Agreement the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

(a) "CATV" shall mean a cable communications system as hereinafter defined.

(b) "Cable Communications System" shall mean a system of antennas, cables, wires, lines, fiber optic cables, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing video programming to home subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to, from and between subscribers and other users.

(c) "Cable Service" shall mean linear or video or on demand services and shall specifically exclude services provided over the Internet including data or bandwidth services.

(d) “City Facilities” shall mean the City’s main city building, fire, police, pump stations and other municipal buildings owned by the City within City limits for the purposes of delivering such services to the residents of the City; provided, however, that City Facilities shall not included residential or housing facilities that may be owned or operated by the City.

(e) “Confidential Information” shall mean and include all information relating to the business (including the Business), products, services or personnel of Company, including without limitation the following: (i) information relating to planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; and (ii) customer lists, sales, profits, customer data and information, organizational restructuring, new business initiatives and financial information. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally known to the public; (ii) is rightfully in the possession of City, or (iii) is received in good faith and without restriction from a third party not under a confidentiality obligation and having the right to make such disclosure

(f) "Council" shall mean the governing body of the City.

(g) "Franchise Area" shall mean that area within the corporate limits of the City.

(h) “FCC” shall mean the Federal Communications Commission.

(i) "Gross Subscriber Revenues" shall mean all revenues paid and received by the Company from Subscribers for Cable Service, excluding: taxes, franchise fees, or other assessments collected for governmental authorities; bad debt expense; subscriber deposits; and, installation and disconnection charges.

(j) “ICC” shall mean the Illinois Commerce Commission.

(k) "Mayor" shall mean the Mayor of the City.

(l) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(m) "Property of Company" shall mean all property owned, installed or used by the Company in the conduct of the Business in the Franchise Area.

(n) "Public Property" shall mean any real property owned by the City other than a Street.

(o) "Street" shall mean the surface of and the space above and below any public street, right-of-way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communication, or utility easement, on or hereafter existing as such within the franchise area.

(p) "Subscriber" shall mean any person or entity who subscribes to a service provided by the Company by means of the Business.

SECTION 2: GRANT OF AUTHORITY.

(a) The City has approved the legal, character, financial, technical and other qualifications of the Company and the adequacy and feasibility of the Company's construction arrangements as part of a full public proceeding affording due process, there is hereby granted by the City to the Company the right and privilege to continue to engage in the Business including, without limitation, operating and providing a CATV system in the City and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street and Public Property, now laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

(b) The City, in granting such rights and privileges to the Company to engage in the Business, including without limitation, operating and providing a CATV system in the City, shall grant to the Company all access to premises privileges, pursuant to all applicable local, state and federal laws.

(c) Neither this Agreement nor any of the Company's rights or obligations hereunder shall be assigned or otherwise transferred without the prior written consent of the City, which shall not be unreasonably withheld. Consent of the City shall not, however, be required for a transfer to a parent, subsidiary, or affiliate of the Company.

SECTION 3: NON-EXCLUSIVE GRANT.
(a) The license granted herein pursuant to the Franchise and the right to use and occupy said Streets and Public Property for the purpose herein set forth, shall not be exclusive, and the City reserves the right to grant the same use in said Streets and Public Property to any other person.

(b) In the event that the City permits another CATV System to operate within the City, City shall provide notice to the Company of such grant, the terms of such grant and any terms more favorable than those extended to the Company, may be applicable to the Company and the Business through an amendment to the existing agreement.

SECTION 4: TERM OF FRANCHISE AND RENEWAL.
(a) This Franchise and rights herein granted shall take effect upon the final passage of the Ordinance, and shall continue in force and effect for a term of twenty-five (25) years (the “Term”) beginning August 1, 2009.

(b) The Franchise may be renewed upon the same terms and conditions for additional periods, each period not to exceed twenty five (25) years, following full applicable proceedings under Section 546 of the Cable Communications Policy Act of 1984, as amended.

SECTION 5: INCORPORATION OF FEDERAL AND STATE REGULATIONS.
(a) Notwithstanding anything contained herein to the contrary, the City and the Company acknowledge and agree that the Company’s obligations hereunder or with respect to the Business, shall be subject to, and governed by, the FCC and ICC rules and regulations as applicable to Company, including, without limitation, with respect to Company’s obligations relating to conditions of street occupancy, safety requirements, system extension, operational standards. The Parties agree that in the event the Company and the State of Illinois enter into a franchise agreement (a “State Agreement”) granting Company rights for the state of Illinois, in the event of any conflict between this Agreement and the State Agreement, the terms of the State Agreement shall take precedence; provided however, that in the event of any such conflict, all other terms of this Agreement shall remain in full force and effect.

(b) **EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE BUSINESS AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED**

SECTION 6: CITY OPERATIONS
Upon the request of City, Company agrees to make commercially reasonable efforts to provide Company’s basic commercial package of Services including, private data communication, Internet services, data transport services, including without limitation, TLS, to and for the City Facilities. Company acknowledges and agrees that (i) Company shall provide City with notice of any upgrade or improvements to the basic package of services and shall make commercially reasonable efforts to upgrade City’s basic services as promptly as possible and (ii) at any time, the City may upgrade such basic services by providing notice to the Company of its desire to upgrade such services and City shall pay

Company the difference between the price of the basic package and the then current price for any such additional services ordered by the City.

SECTION 7: CUSTOMER SERVICE OBLIGATIONS

The Company shall maintain a business office which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that maintenance service shall be promptly available. Should a Subscriber have an unresolved complaint regarding the quality of Cable Service, equipment malfunctions, or similar matters, the Subscriber shall be entitled to file his complaint with the City Clerk and thereafter to meet jointly with a representative designated by the Mayor and a representative of the Company within thirty (30) days to fully discuss and resolve such matter.

SECTION 8: FRANCHISE PAYMENTS.

The Company shall pay to the City, within forty-five (45) days after the last business day of each calendar quarter (beginning the first calendar quarter after the Effective Date), a fee in an amount equal to five percent (5%) ("Franchise Fee") of Gross Subscriber Revenues for the preceding calendar quarter. In consideration of Company's payment of the Franchisee Fee and other consideration hereunder, no other fee, charge, or consideration shall be due from the Company to the City, as of the date hereof, the Effective Date, or anytime thereafter, in connection with this Agreement, the Business, the CAT System or otherwise and City hereby forever waives the right to charge Company any such fee, charge or consideration that it may charge Company pursuant to any rule, regulation or ordinance. The Company shall provide a quarterly summary report verified by an officer of the Company showing its Gross Subscriber Revenues received during the preceding calendar quarter.

SECTION 9: INDEMNIFICATION OF THE CITY.

(a) The Company shall at all times protect and hold harmless the City from all third party claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and attorney's fees which may accrue to be suffered or claimed by any person or persons arising out of the gross negligence or willful misconduct of the Company or the violation of the Company of the FCC or ICC regulations. The City shall give the Company prompt notice of any such claims, actions, suits in writing. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER SUCH DAMAGES OR LOSSES ARE ALLEGED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR INDEMNITY, EVEN IF COMPANY WAS ADVISED OR AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES OCCURRING. Company's maximum liability for any and all claims arising directly or indirectly from the performance of its obligations under this Agreement, whether resulting from Company's negligence or otherwise, shall not in the aggregate exceed an amount equal to the Gross Subscriber Revenue paid to Company in the twelve (12) month period immediately preceding any such claim.

(b) The Company shall maintain in full force and effect during the life of any franchise, public liability insurance in a solvent insurance company authorized to do business in the State of Illinois, at no less than in the following amounts:

(1) $200,000 property damage in any one accident;

(2) $500,000 for personal injury in any one person;

(3) $1,000,000 for personal injury in any one accident.

Provided that all such insurance may contain reasonable deductible provisions not to exceed two hundred and fifty thousand dollars ($250,000) for any type of coverage, and provided further, the City may require that any and all investigation of claims made by any person, firm, or corporation against the Village arising out of any use or misuse of privileges granted to the Company hereunder shall be made by, or at the expense, of the Company or its insurer.

SECTION 10: PROCEDURE UPON TERMINATION.
Upon expiration of the Franchise, and any renewal thereof, the Company may have and it is hereby granted, the right to enter upon the Streets and Public Property of the City for the purposes of removing therefrom any or all of its property and otherwise. In so removing said property, the Company shall refill, at its own expense, any excavation that shall be made by it, and shall leave said streets and Public Property in as nearly as possible as good condition as that prevailing prior to the Company's removal of its property.

SECTION 11: NEW DEVELOPMENTS.
The City shall liberally amend the Franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of video, audio, digital, and data signals, which will afford it an opportunity to more effectively, efficiently and/or economically serve its customers

SECTION 12: MODIFICATIONS.
(a) During the Term of a Franchise, the Company may need to request from the Council modifications of the Ordinance. Any required modification request by the Company not related to equipment, facilities and services issues must be submitted to the Council in writing. Upon a written request by the Company for a modification of the franchise ordinance, the City shall have sixty (60) days within which to render a decision approving, or disapproving the modification request.

(b) If a modification request is made by the Company on matters involving issues related to the Company's equipment, facilities, and services, the City shall follow all procedures as set forth under 47 U.S.C. Section 545 of the Cable Communications Policy Act of 1984, as amended.

SECTION 13: COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.
(a) The Company shall at all times during the life of this Franchise be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of the State or other local laws or regulations

(b) If the Company fails to abide by the terms and conditions of the Ordinance and any other applicable ordinances, the City may issue to the Company a written Notice of Violation, which notice shall specify the details of said violation (the “Violation”). If the Company has not corrected the Violation within sixty (60) days after receipt of the Notice of Violation, the Council may vote to terminate the Company's Franchise except that:

(i) The Company's Violation shall not be grounds for termination of the Franchise if said Violation is directly or indirectly related to factors or circumstances beyond the reasonable control of the Company;

(ii) The Company's Violation shall not be grounds for termination of the Franchise if said violation cannot be reasonably remedied satisfactorily within sixty (60) days. Assuming that the Company has undertaken reasonable steps to comply within sixty (60) days, and has notified the City in writing to that effect, the City shall grant an extension of time sufficient to allow the Company to complete its correction of the Violation.

SECTION 14: COMPANY RULES AND REGULATIONS.
The City acknowledges and agrees that the Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of the Business as Company deems appropriate; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable state and federal law.

SECTION 15: MISCELLANEOUS PROVISIONS.
(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The Company shall assume the cost of publication of this Franchise if such publication is required by law. A bill for publication costs shall be presented to the Company by the City Clerk upon the Company's filing of acceptance and shall be paid at that time.

(c) If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The invalidity of any portion of this Agreement shall not abate, reduce or otherwise affect any consideration, rights or obligations of the Company or the City.

(d) Notwithstanding anything contained herein to the contrary, City acknowledges and agrees that Company may subcontract its obligations hereunder to third party service providers and independent contractors.

(e) All notices required to be provided hereunder shall be in writing and shall be deemed delivered, if (i) sent by facsimile, upon confirmation of faxing; (ii) if sent by overnight courier, by the date after mailing; (iii) if by hand delivery, upon actual receipt; or (iv) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee as follows or at such other location as such Party notifies the other pursuant to this provision:

Company:	BitWise Communications, Inc. DBA OmniLEC 331 Fulton Suite 300 Peoria, IL 61602 Fax: (309) 670-0375 Attn. Michael Shuler
With a copy to:	John Furton 2500 Lehigh Ave Glenview, IL 60026 Fax #
City	Name [address] Fax #

`

(f) The Parties' failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party.

(g) In connection with Business, each Party agrees to disclose to the other Party such information regarding the City infrastructure, including, without limitation, street information, water lines, sewer lines, plat lines, man holes, hand holes, etc.. Such information shall, for the purposes of this Agreement be considered Confidential Information, shall be, to the extent possible, transferred electronically, and will be updated from time to time as reasonably requested by either Party. Each Party receiving such Confidential Information shall keep and maintain all such Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure, but in no case less than reasonable care.

(h) Company reserves sole and exclusive right in, and ownership of, the tools, utilities, processes and standards developed by Company and used in connection with the Business.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date indicated above.

BitWise Communications, Inc.
DBA OmniLEC

By:________________________________
Name:______________________________
Its:________________________________

City of Pekin

By:________________________________
Name:_____________________________
Its:________________________________

REQUEST FOR COUNCIL ACTION

To: **Council Members**

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

From: **Joe Wuellner**

AGENDA ITEM: License Agreement with Canadian National Railroad

AGENDA DATE REQUESTED: October 13, 2009

ACTION REQUESTED: Approve license agreement with Canadian National for a casing under the tracks at Hanna Drive for future utility extensions.

BACKGROUND: With the extension of Hanna Drive to service the new Riverway Business Park, it became necessary to provide a means to get utilities under the railroad tracks. Since this is new construction it was decided to include this work with the road project to avoid having the area torn up in the future as the utility work was needed. This will also make extending services in a quick manner since the application process takes several months.

The Canadian National requires that a license agreement be signed for this work and there is a fee associated. The application was sent in several months ago and the final agreement received 10/2/09. The cost of the agreement is $4,200 of which we have already paid $750 with the application so the balance is $3,450 which will come out of the budget for the Hanna Drive Project. With the project having come in under the original estimate, there is money available for this work.

I recommend that this agreement be approved so the casing can be installed at this time.

FINANCIAL IMPACT: $3,450 from the Hanna Drive construction budget

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Casing can be installed as part of the road project thus avoiding having to tear up the grading later

IMPACT IF DENIED: Casing will have to be installed after the project has been completed which will result in traffic issues and delays when installation takes place.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

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

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 30th of September, 2009, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-9390

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

Party or parties of the second part, hereinafter called the Licensee,

W I T N E S S E T H:

1. In consideration of a one time fee of $4,200.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 20" steel spare casing for a future sanitary or water line (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Mile Post 10.82 in Pekin, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:

2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

5. The pipeline shall be installed at least 5.5 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

   Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

   In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting

from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Comprehensive General Liability Insurance (Occurrence Form) in an amount not less than $5,000,000 per occurrence, with an aggregate of not less than $10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

    Illinois Central Railroad Company, and its Parent Corporation,
    Canadian National Railway Company
    17641 S Ashland Ave
    Homewood, Il 60430

    The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance,

provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

14. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

15. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

16. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

    Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

17. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

18. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By: ____

Michael F. Deegan – Regional Manager, Business Development and Real Estate

CITY OF PEKIN

By: ____

Name and Title

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT

Complete this form and return it along with a non-refundable preparation fee of $750 made out to CN.

DATE:

1. Owner/Applicant Information

Name and Address: City of Pekin, 111 S. Capitol St, Pekin, IL 61554

Authorized Representative: Joseph Wuellner Title Public Works Director

Phone Number: 309-477-2300 Fax Number 309-346-2045 Email jwuellner@ci.pekin.il.us

2. Location Of Pipeline

Pipeline Location Mile Post: 11 plus ______ feet (if parallel) to Mile Post: ______ plus ______ feet

At or Near Hanna Dr. Crossing, Pekin, IL (Name of City, Town, Village)

3. Commodity to be transmitted in pipe line: Future Sanitary or Water

(steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste – specify)

4. Pipe Data

	CARRIER PIPE	CASING PIPE
A. Inside Diameter:		20"
B. Outside Diameter:		20.688"
C. Wall Thickness:		0.344
D. Pipe Material:		Steel
E. Specification/Grade or class:		
F. Min. Yield Point of Material		35000 psi
G. Process of Manufacture		
H. Name of Manufacturer		
I. Type of Joint		welded
J. Working Pressure		

K. Maximum operating pressure in pipeline: Gravity Flow (psi by gauge)

L. Length of Casing pipe: 80 Feet

M. Will casing pipe/uncased carrier pipe be cathodically protected: No

N. Hydrostatic pressure carrier pipe will be tested with before using N/A (psi)

O. Will casing pipe be vented? No Size: ______

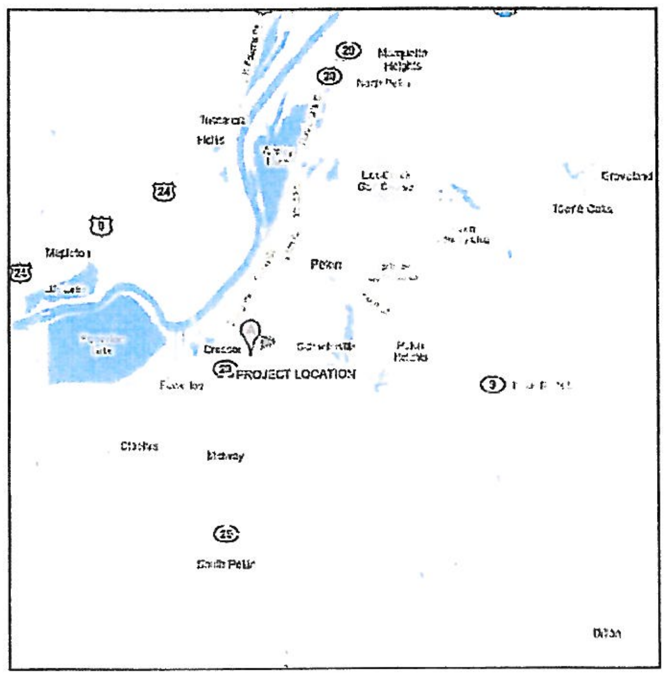
P. Will casing pipe/uncased carrier pipe have a protective coating? [illegible] Type: ______

Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground 5.5 feet.
(Minimum at closest point)

R. Method of installing casing pipe /uncased carrier pipe dry bore & jack.
(dry bore & jack, directional, tunnel, other – specify)

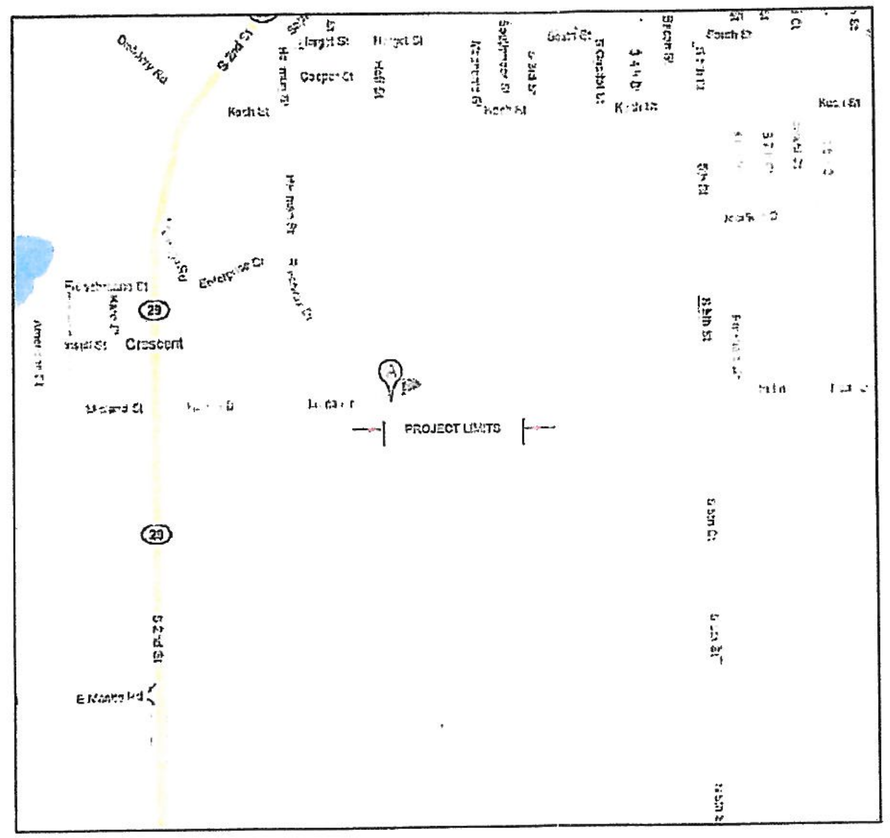
Attach to this application (3 copies) showing north arrow and a location sketch with crossings measured from the nearest railroad mile post and a profile sketch of actual situations showing relationship of tracks, contour of ground, the buried pipe, etc. Distance from each facility (encroachment) to the centerline of nearest road, crossing, bridge or other Railroad structures, must be clearly indicated. Right of way lines of railroad and labeled Street or highway, if involved, should also be shown.

ILLINOIS-AMERICAN WATER COMPANY
PEKIN DISTRICT
HANNA DRIVE WATER MAIN EXTENSION



SCALE: NONE

LOCATION MAP



SCALE: NONE

SITE MAP SITE MAP

INDEX OF DRAWINGS

BEFORE YOU DIG IN ILLINOIS
CALL JULIE . . .
Call 1-800-892-0123
(TOLL FREE)

PROJECT: HANNA DRIVE WATER MAIN EXTENSION

DISTRICT: PEKIN DISTRICT
PEKIN, ILLINOIS

NO. | DATE | INIT. | REVISIONS

ENGINEERING DEPARTMENT
100 NORTH WATER WORKS DRIVE
BELLEVILLE, IL 62223

ILLINOIS
AMERICAN WATER

GENERAL NOTES:

1. THE INFORMATION AND DATA SHOWN ON THESE IMPROVEMENT PLANS WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AND UTILITIES AT OR CONTIGUOUS TO THE SITE IS BASED ON INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH FACILITIES AND UTILITIES OR BY OTHERS. NO GUARANTEE IS IMPLIED AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA. CONTRACTOR SHALL HAVE FULL RESPONSIBILITY TO:

- CONTACT J.U.L.I.E. FOR FIELD VERIFICATION OF ALL UTILITIES ON OR CONTIGUOUS TO THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. IF CONTRACTOR DETERMINES THAT A SUBSTANTIAL DISCREPANCY EXISTS BETWEEN FIELD VERIFIED UTILITIES AND THESE PLANS WHICH WOULD SIGNIFICANTLY AFFECT THE FUNCTION, COST, OR PERFORMANCE OF THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER FOR CLARIFICATION AND PROJECT DIRECTION.
- REVIEW AND CHECK ALL SUCH INFORMATION AND DATA.
- PROVIDE SAFETY AND PROTECTION OF ALL SUCH UNDERGROUND AND ABOVE GROUND FACILITIES AND UTILITIES.
- REPAIR ANY DAMAGE THERETO RESULTING FROM THE WORK AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE UNDERGROUND FACILITIES AND UTILITIES OWNERS.

2. ALL WORK TO INCLUDE BUT NOT LIMITED TO MATERIALS, EQUIPMENT, LABOR, AND INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH THE REFERENCES, CODES, AND PERMITS LISTED BELOW. ALL REFERENCES TO METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE DELETED UNLESS NOTED OTHERWISE.

- AMERICAN WATER WORKS SERVICE COMPANY INCORPORATED STANDARD PIPELINE SPECIFICATIONS DATED DECEMBER 1990 FOR DEVELOPER INSTALLED WATER MAIN PACKET AND SUPPLEMENTAL TECHNICAL SPECIFICATIONS FOR DEVELOPER INSTALLED WATER MAIN PACKET DATED JANUARY 2, 2002, HEREINAFTER REFERRED TO AS "IWAC STANDARD SPECIFICATIONS" ALL REFERENCES TO DEVELOPER OR DEVELOPER'S ENGINEER SHALL BE CHANGED TO READ CONTRACTOR.
- STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, FIFTH EDITION, HEREINAFTER REFERRED TO AS "WATER & SEWER STANDARD SPECIFICATIONS".
- STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS, ADOPTED JANUARY 1, 2007, BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, HEREINAFTER REFERRED TO AS THE "IDOT STANDARD SPECIFICATIONS".
- MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, BY THE FEDERAL HIGHWAY ADMINISTRATION AND THE ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, HEREINAFTER REFERRED TO AS THE "MUTCD".
- SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987 EDITION, BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY HEREINAFTER REFERRED TO AS THE "EROSION STANDARD SPECIFICATIONS" AND THE 1995 ILLINOIS URBAN MANUAL PREPARED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
- COMPLY WITH STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF FEDERAL CONSTRUCTION SAFETY STANDARDS (29 CFRPART1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) OF THE WILLIAMS STEIGER OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 (REV.). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OHSA'S SUBPART P-EXCAVATION STANDARDS.
- AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) AND THE ILLINOIS ACCESSIBILITY CODE, EFFECTIVE APRIL 24, 1997
- COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL PERMITS, BUILDING CODES, AND ORDINANCES FROM AGENCIES HAVING LEGAL JURISDICTION OR AUTHORITY OVER THE WORK.

3. CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SURVEY OR PROPERTY MARKINGS AND MONUMENTS. A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF ILLINOIS SHALL REPLACE ALL DISTURBED PROPERTY MARKERS AND MONUMENTS AT THE CONTRACTORS EXPENSE.

4. CONTRACTOR SHALL RESTORE AND/ OR REPLACE PAVING, CURBING, SIDEWALKS, GUTTERS, SHRUBBERY, FENCES, SOD, OR OTHER DISTURBED SURFACES AND STRUCTURES TO A CONDITION EQUAL TO THAT BEFORE THE WORK BEGAN AND TO THE SATISFACTION OF THE OWNER. CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS INCIDENTAL THERETO.

5. ALL EXISTING VALVES AND OTHER ILLINOIS AMERICAN WATER COMPANY (IAWC) APPURTENANCES SHALL BE OPERATED BY IAWC PERSONNEL ONLY. CONTRACTORS SHALL PROVIDE 24 HOURS NOTICE TO IAWC PRIOR TO THE NEED FOR OPERATING ANY VALVE OR APPURTENANCES

6. THE CONTRACT DRAWINGS REPRESENT THE GENERAL INTENT OF THE DESIGN AND DO NOT DELINEATE EVERY ASPECT OF WORK AND MATERIAL TO BE FURNISHED BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE A COMPLETE AND FULLY OPERATIONAL SYSTEM IN EVERY RESPECT

SPECIFICATIONS:

EARTHWORK

1. FINAL GRADES SHALL MATCH PROPOSED GRADES AT C.L. OF WATER MAIN.
2. GRANULAR BACKFILL FOR THE WATER MAIN SHALL BE IDOT GRADATION CA 7 IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS.
4. DISPOSE OF EXCESS EXCAVATEDMATERIAL OFF SITE IN A LEGAL MANNER.

WATER MAIN

1. ALL MATERIAL, EQUIPMENT, AND INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE IAWC STANDARD SPECIFICATIONS AND THE WATER AND SEWER STANDARD SPECIFICATIONS UNLESS NOTED OTHERWISE.
2. WATER MAIN PIPING SHALL BE DUCTILE IRON, CLASS 350, POLYETHYLENE WRAPPED, IN ACCORDANCE WITH THE IAWC STANDARD SPECIFICATIONS.
3. ALL TAPPING SLEEVES, TAPPING VALVES, GATE VALVES, VALVE BOXES, FITTINGS AND FIRE HYDRANT ASSEMBLY'S SHALL BE IN ACCORDANCE WITH IAWC STANDARD SPECIFICATIONS.
4. CROSSING OF WATER MAINS WITH STORM OR SANITARY SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 41-2.01 OF THE WATER AND SEWER STANDARD SPECIFICATIONS.
5. PRESSURE AND LEAKAGE TESTING OF THE WATER MAIN SHALL BE IN ACCORDANCE WITH THE IAWC STANDARD SPECIFICATIONS.
6. DISINFECTION OF THE WATER MAIN SHALL BE IN ACCORDANCE WITH THE IAWC STANDARD SPECIFICATIONS.
7. THRUST BLOCKING SHALL BE REQUIRED ON ALL FITTINGS, HYDRANTS AND OTHER APPURTENANCES AS INDICATED ON THE DRAWINGS AND IN ACCORDANCE WITH IAWC STANDARD SPECIFICATIONS.

EROSION CONTROL AND SEEDING SPECIFICATIONS

1. CONTRACTOR SHALL INSURE THAT THE OFF SITE SEDIMENTATION DAMAGE WILL NOT OCCUR BY PROVIDING THE NECESSRY EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL AND THE 1995 URBAN MANUAL.
2. ALL DISTURBED AREAS THAT WILL NOT BE DISTURBED AGAIN WITHIN TWENTY-ONE (21) DAYS SHALL BE SEEDED WITH IDOT STANDARD CLASS 7 EROSION CONTROL MIXTURE (PERENNIAL RYE GRASS OR OATS) AND MULCHED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS. THIS IS A TEMPORY SEEDING REQUIREMENT AND SHALL NOT BE CONSIDERED AS THE FINAL SEEDING WORK.
3. CONTRACTOR SHALL FINISH GRADE AND PROVIDE PERMANENT SEEDING, FERTILIZE AND MULCH ALL EARTH SURFACES BOTH ON-SITE AND OFF-SITE, WHICH HAVE BEEN DISTURBED BY CONSTRUCTION UNDER THIS PROJECT. PERMANENT SEEDING SHALL BEGIN UPON COMPLETION OF FINISH GRADING. SEEDING SHALL CONSIST OF A MAXIMUM OF 10% RYE GRASS BY WEIGHT AND A MINIMUM OF 90% OF PERMANENT BLUEGRASS AND OR FESCUE GRASS BY WEIGHT. GRASS SEED SHALL BE SOWN AT NOT LESS THAN 4 POUNDS TO EACH 1,000 SQUARE FEET OF LAND AREA. SEED SHALL BE SOWN BETWEEN APRIL 1 AND OCTOBER 31. FERTILIZER NUTRIENTS SHALL BE APPLIED AT A RATE OF 240 POUNDS PER ACRE. THE PERCENT OF THE TOTAL WEIGHT OF THE READY MIX MATERIAL SHALL BE 50% NITROGEN, 30% PHOSPHORIC ACID AND 20% POTASSIUM. ALL SEEDED AREAS SHALL BE GIVEN A COVERING OF MULCH IN ACCORDANCE WITH SECTION 201 OF THE IDOT STANDARD SPECIFICATIONS AT THE RATE OF 1.5 TONS PER ACRE.

LEGEND

EXISTING RIGHT OF WAY	
PROPOSED RIGHT OF WAY	
EXISTING EASEMENT	
PROPOSED PERM. EASEMENT	
SECTION LINE	
EXISTING FIBOR OPTIC	FO
EXISTING SANITARY SEWER	
EXISTING UNDERGROUND TELEPHONE	T
EXISTING UNDERGROUND CABLE TV	CTV
EXISTING UNDERGROUND ELECTRIC	E
EXISTING UNDERGROUND GAS	G
EXISTING AERIAL ELECTRIC	AE
PROPOSED WATER MAIN EASEMENT	R.O.W.
EXISTING WATER	W
PROPOSED WATER MAIN	
PROPOSED WATER VALVE	
PROPOSED TAPPING VALVE	
PROPOSED AIR RELEASE VALVE	
PROPOSED HYDRANT	
PROPOSED THRUST BLOCK	
PROPOSED CROSS BLOCK	
PROPOSED WATER MAIN HORIZONTAL BEND	
PROPOSED WATER MAIN VERTICAL BEND	
PROPOSED WATER MAIN CORP. TAP	

PROJECT HANNA DRIVE WATER MAIN EXTENSION

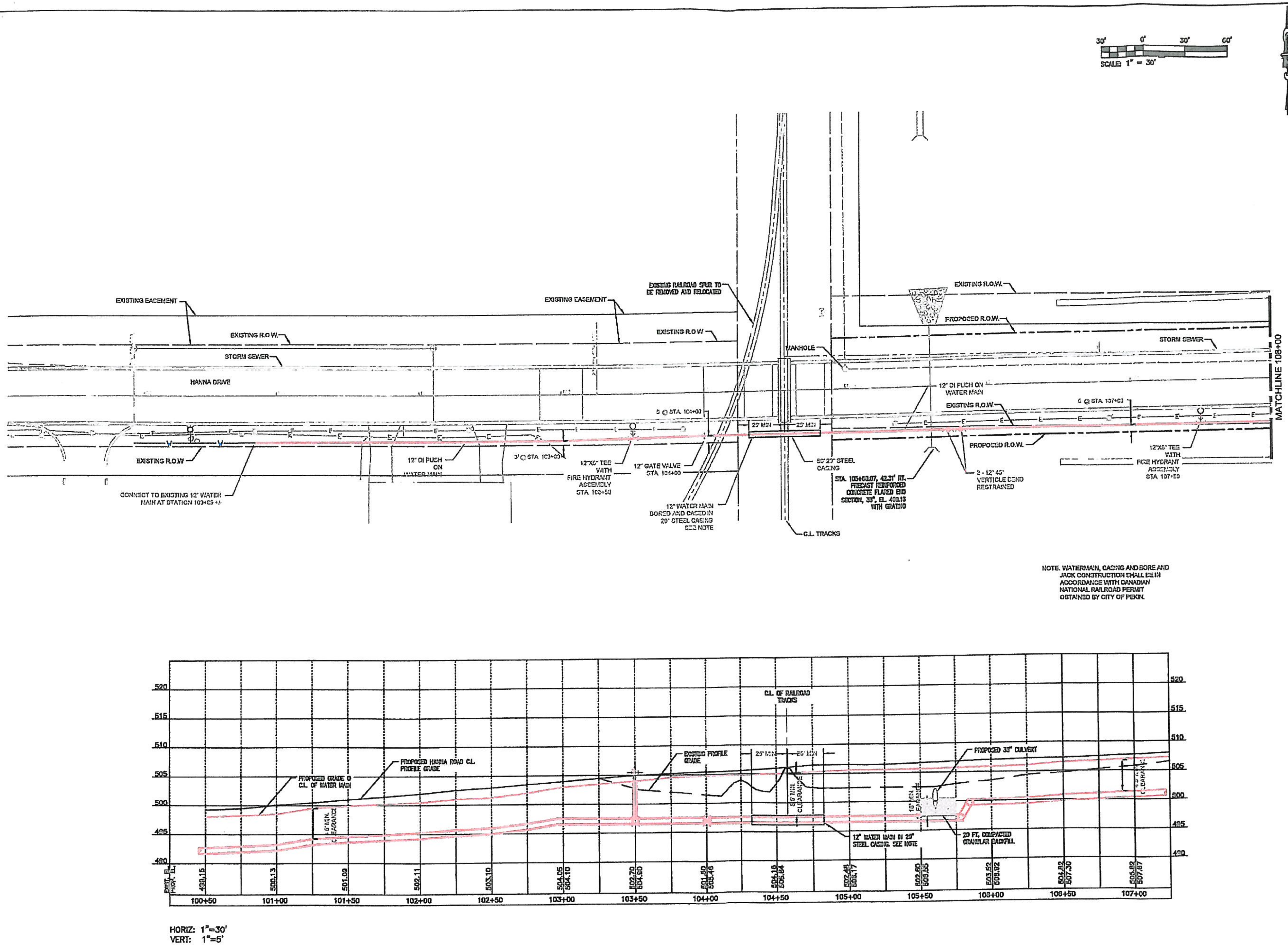
DISTRICT PEKIN DISTRICT
PEKIN, ILLINOIS

NO.	DATE	INT.	REVISIONS

ILLINOIS AMERICAN WATER

ENGINEERING DEPARTMENT
100 NORTH WATER WORKS DRIVE
BELLEVILLE, IL 62223

	XX
NO.	XXX
E	01-30-09
WN BY	JWM
BY	DK
LE	1"=30'
F	XXX
ET	2 OF 5



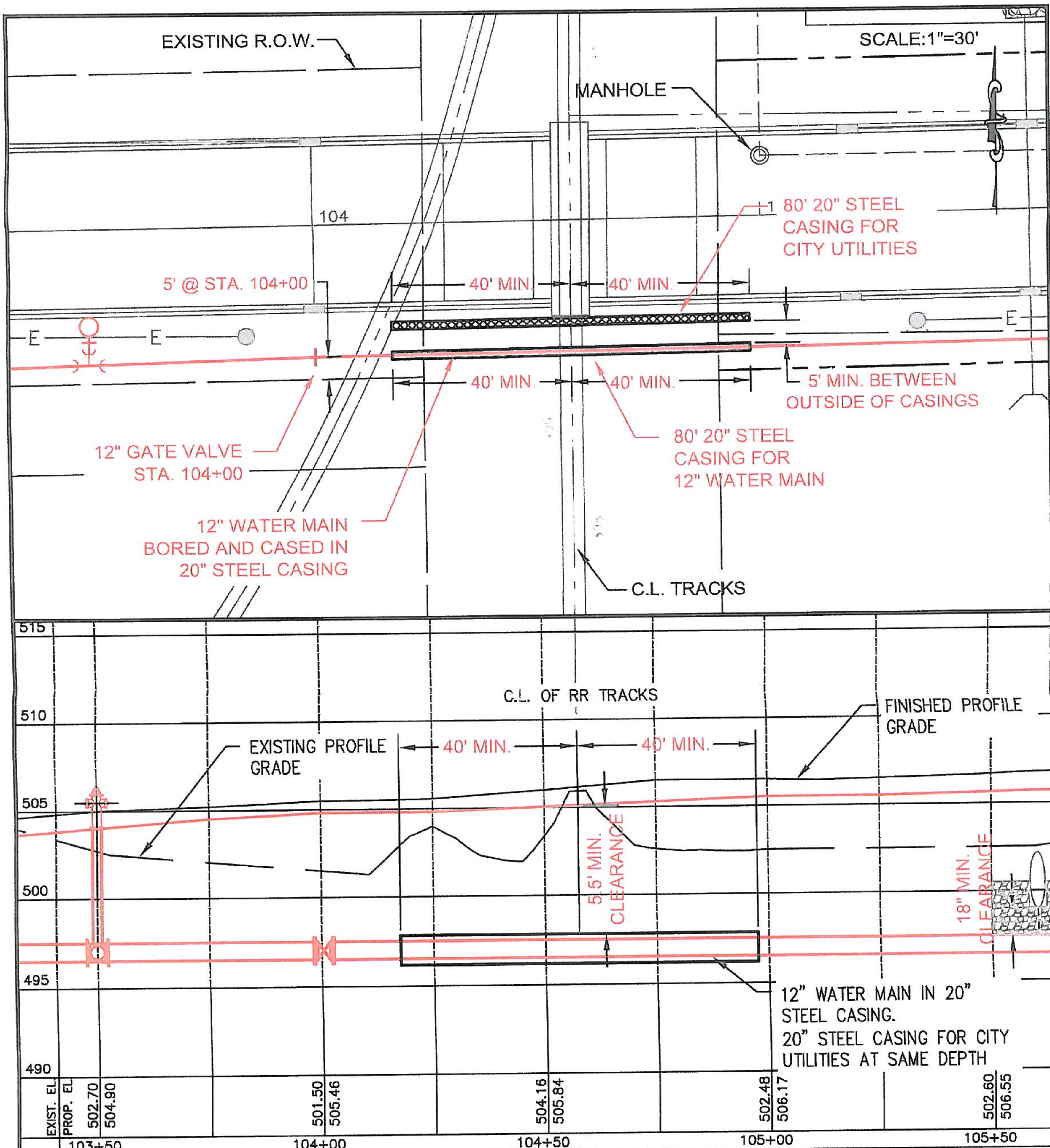
PROJECT
HANNA DRIVE WATER MAIN EXTENSION

DISTRICT
PEKIN DISTRICT
PEKIN, ILLINOIS

NO.	DATE	INT.	REVISIONS

ENGINEERING DEPARTMENT
100 NORTH WATER WORKS DRIVE
BELLEVILLE, IL 62223

ILLINOIS AMERICAN WATER



HORIZ: 1"=30'
VERT: 1"=5'

HANNA DRIVE
CITY UTILITY RAILROAD CASING
PEKIN, ILLINOIS

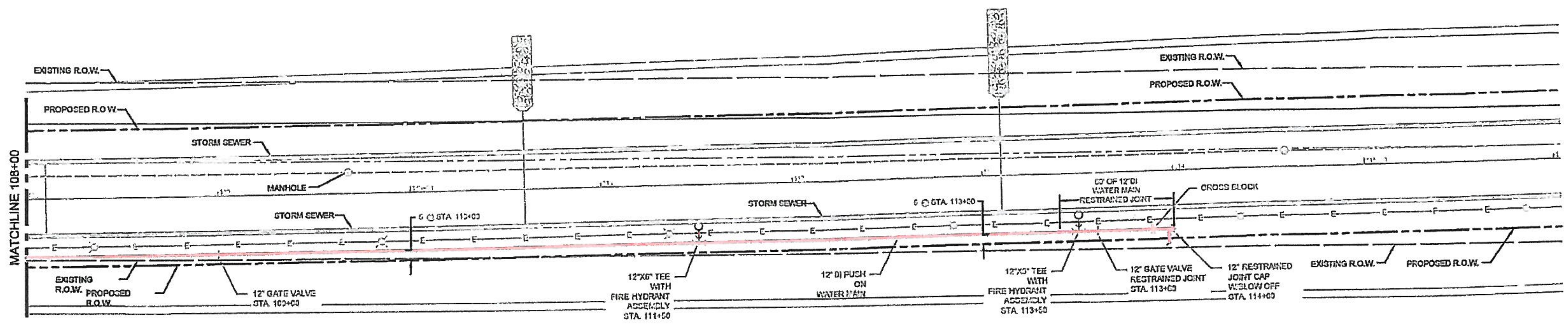
DATE	05/05/09
DRAWN BY	JWM
APP. BY	
SCALE	1"=30'
SHEET	1 OF 1

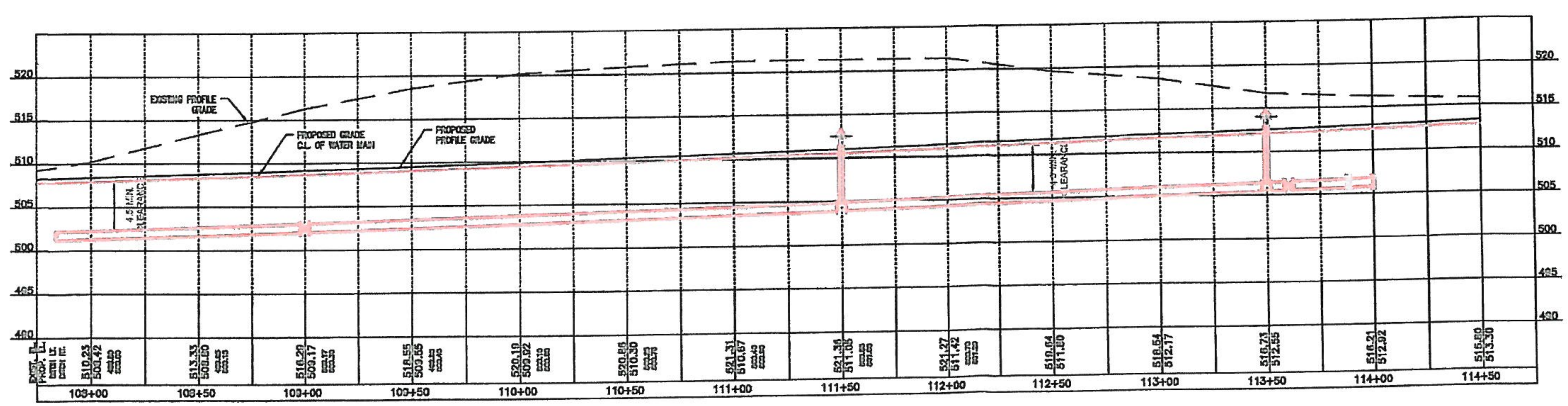
ILLINOIS AMERICAN WATER

OPERATOR: MURPHYJW

DWG: S:\Data\Engineering\Engineering File Structure\Common\Illinois\Pekin\Projects\W.O.Hanna Drive\E. Design\CAD\Hanna Drive City Utility RR Casing.dwg

30' 0' 30' 60'
SCALE: 1" = 30'





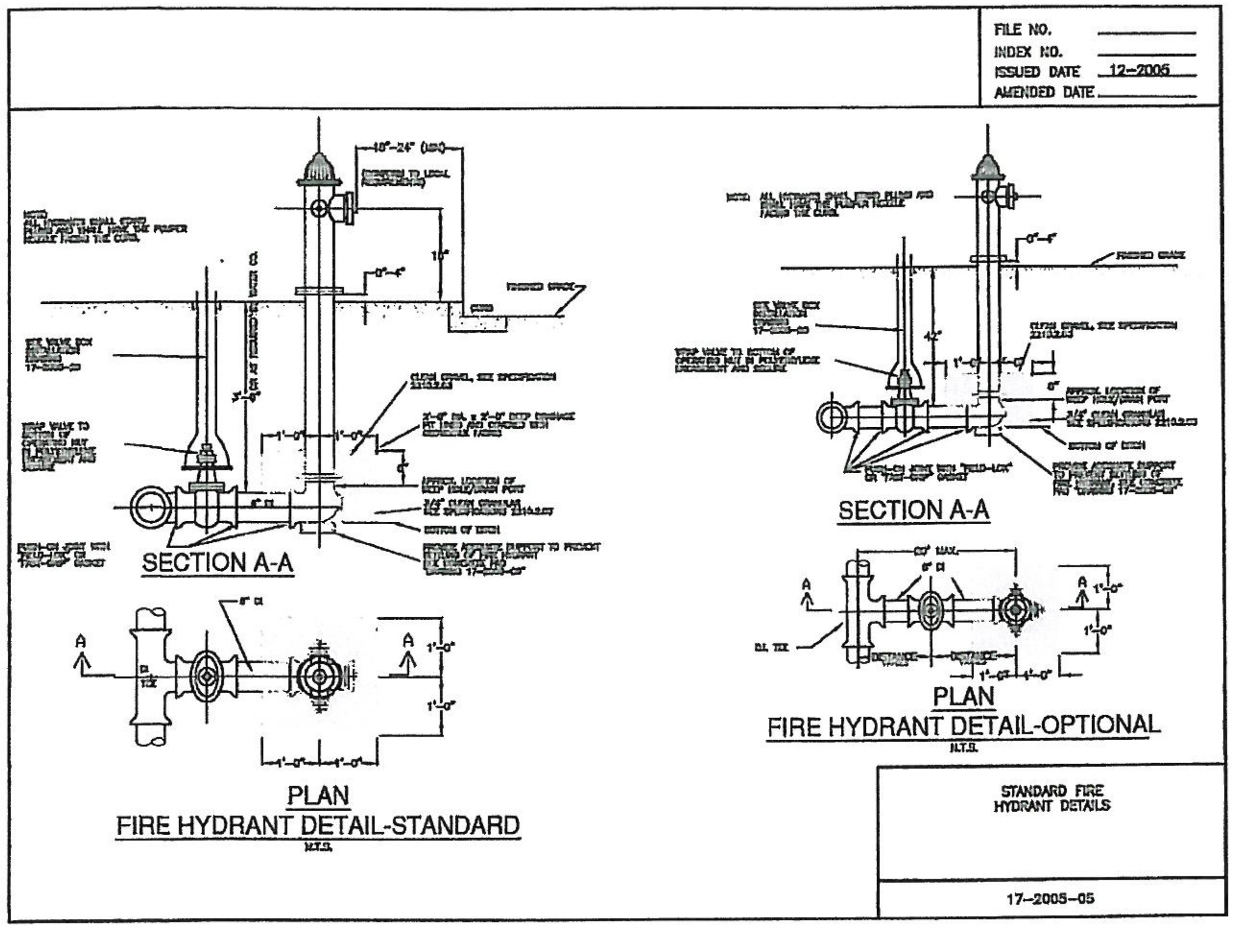
HORIZ: 1"=30'
VERT: 1"=5'

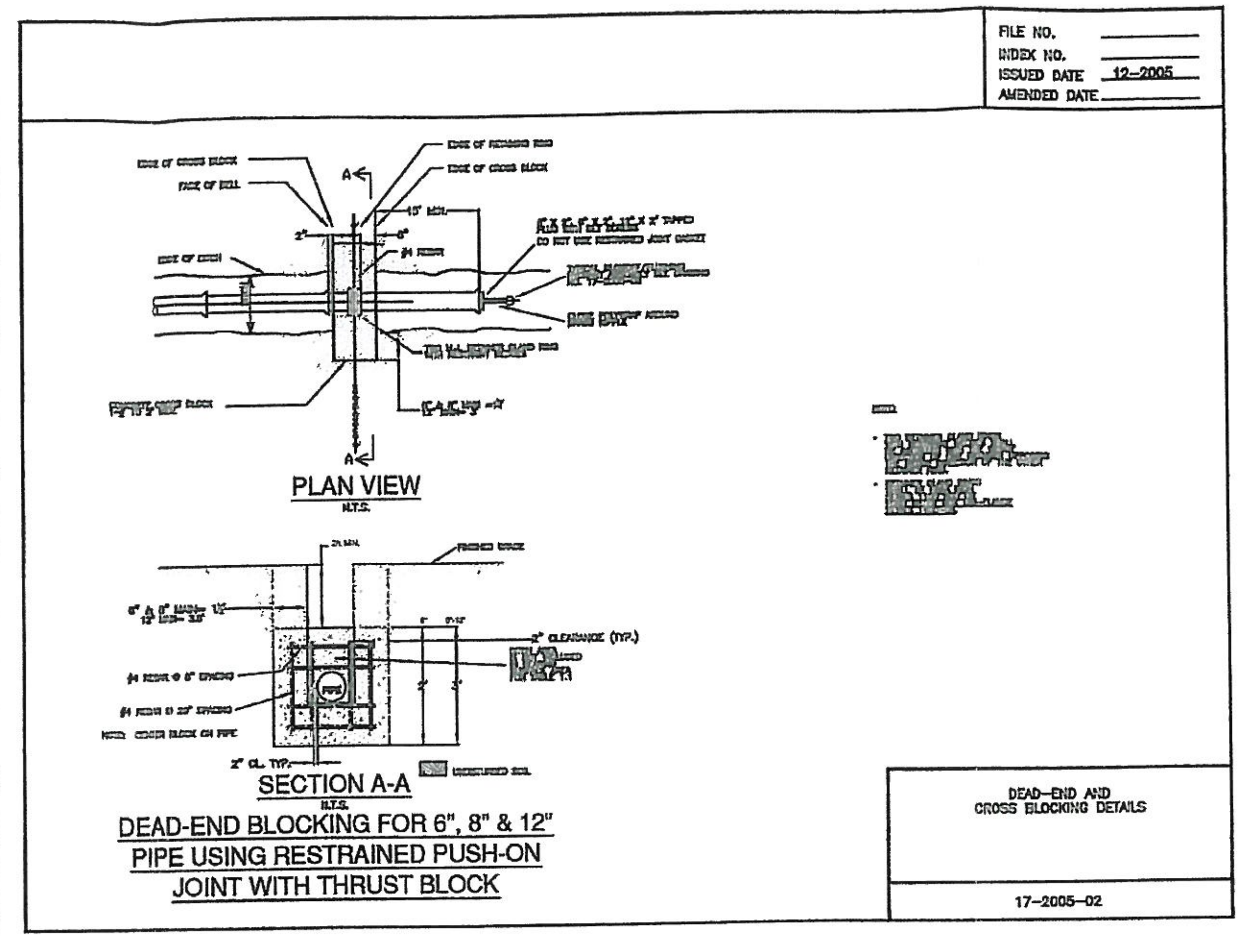
HANNA DRIVE WATER MAIN EXTENSION

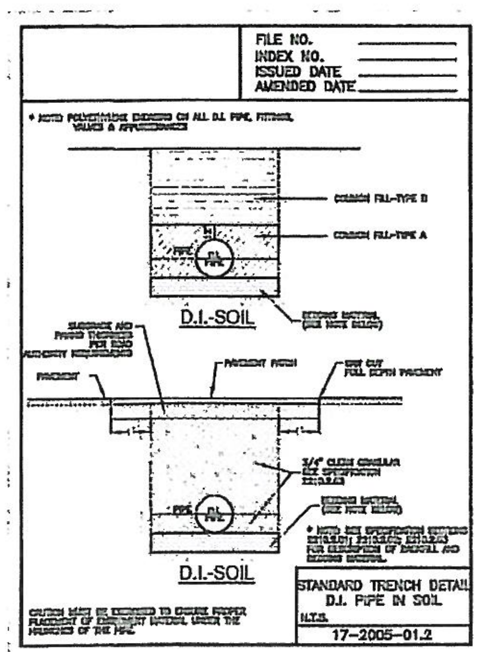
PEKIN DISTRICT
PEKIN, ILLINOIS

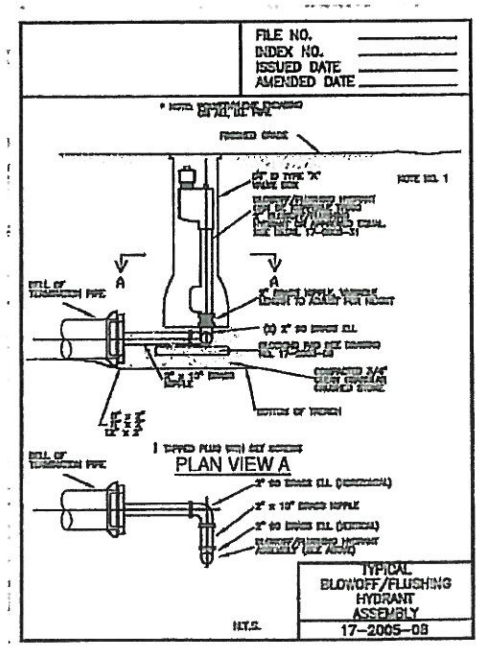
ENGINEERING DEPARTMENT
100 NORTH WATER WORKS DRIVE
BELLEVILLE, IL 62223

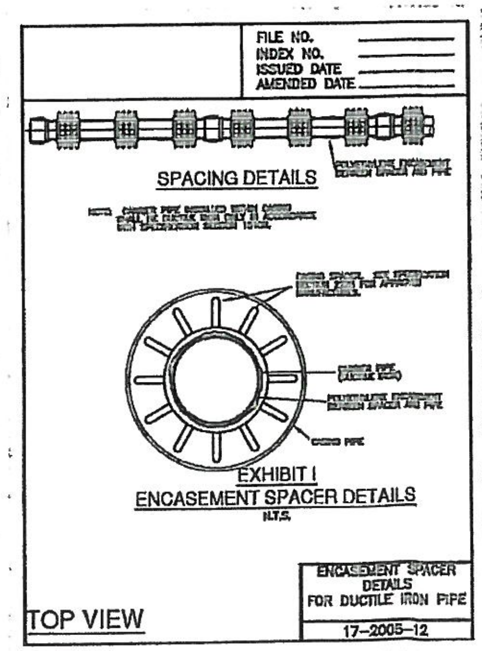
ILLINOIS AMERICAN WATER

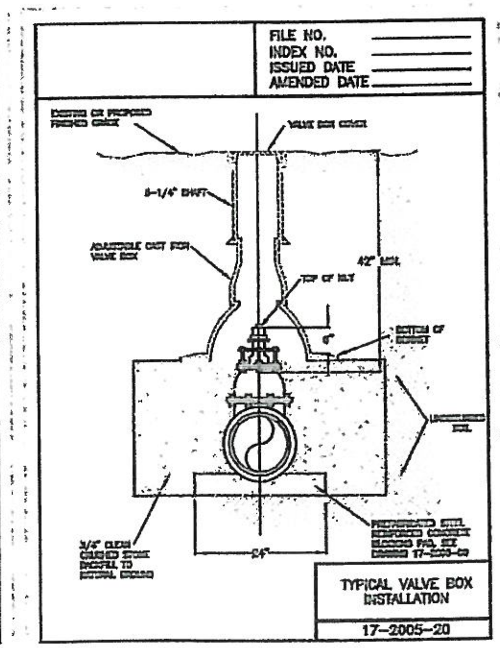












NOTES:

- ALL FITTINGS SHALL BE DUCTILE IRON UNLESS OTHERWISE NOTED.
- CALL THESE DETAILS OUT ON ALL FUTURE AWC WATER MAIN EXTENSIONS.
- POLYETHYLENE ENCASING ON ALL D.I. PIPE, FITTINGS & VALVES.
- ALL PUSH-ON JOINT, PIPE & FITTINGS.
- ALL BOLTS BENEATH GROUND LEVEL SHALL BE COATED W/ BITUMINOUS COATING. (RUBBERIZED UNDERCOATING)

HANNA DRIVE WATER MAIN EXTENSION
STANDARD DETAILS SHEET

PEKIN DISTRICT
PEKIN, ILLINOIS

ILLINOIS AMERICAN WATER

ENGINEERING DEPARTMENT
100 NORTH WATER WORKS DRIVE
BELLEVILLE, IL 62223