



City of Pekin

AGENDA

**REGULAR COUNCIL MEETING OF AUGUST 8, 2005
5:30 P.M.**

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. EXECUTIVE SESSION

Personnel – Employment of a Specific Employee of the Public Body 5 ILCS 120/2 (c.) 1.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

Regular Council Meeting of July 25, 2005

VI. PUBLIC INPUT ON AGENDA ITEMS

VII. CONSENT AGENDA

1. Receive and File Reports and Minutes: Police, Fire, T/PCCC, Tazewell County Animal Control, and LADD
2. Charitable Solicitation: Benefit Robert Hilst September 17, 2005
3. Receive and File request from Pekin Park District Board to appoint Robert Blackwell to replace Terri Gambetti as district's representative to Pekin Tourism Commission.
4. Resolution No. 117-05/06 - Appointment of the Robert Blackwell to the Pekin Area Convention and Visitors Committee (Tourism) to fill the unexpired term of Terry Gambetti until April 30 2006
5. Receive and File Petition for Disconnection from Deppert for Territory in Peoria County
6. Receive and File Petition for Disconnection from Amedeo, LLC (Cupi) for Territory in Peoria County
7. Receive and File Certification from Peoria County Clerk as to No Delinquent Taxes Due on Parcels Pertaining to Annexation Ordinance 2419
8. Resolution No. 118- 05/06 - Reaffirm Appointment of Sue McMillan City Clerk and Dennis Kief City Manager

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing - Regarding Annexation of Property Known as Deerfield Estates Section 4

(JW)

IX. NEW BUSINESS

1. Participation Agreement with the Illinois Department of Transportation (IDOT) to Rehabilitate and Mark the Parallel Taxiway and Connecting Taxiways of the Pekin Municipal Airport (JW)
2. Agreement for Street Construction and Cost Sharing for Velde Drive Extension included in Marigold Sections 10 and 11 (JW)
3. Ordinance No. 2441 - Amending Title 6, Chapter 8A Section 7 of the Code – Imposes Fees for Fire Fighting Services Provided to Non- Residents (CL)
4. Site Lease with Option Agreement Between VoiceStream GSM I Operating Company, LLC (T- Mobile) (SB)
5. Ordinance No. 2442 - Amending Section 1-6B-1, ET SEQ. of Chapter 6B Regarding the Office of the Treasurer (DK)
6. Discussion Regarding Appointment to the Position of Treasurer (DK)

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

XI. EXECUTIVE SESSION

Collective Bargaining 5 ILCS 120/2 (c) 2.

XII. ADJOURNMENT

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 25, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, MADDOX, DAGIT, AND JONES

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor Howard

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the agenda be **approved as presented**. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **Minutes of the Regular City Council Meeting of July 11, 2005 be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

City Clerk Sue McMillan presented the following items under consent Agenda.

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the Consent Agenda be **approved as presented**

1. Receive and File Reports and Minutes: Airport Minutes, Combined Revenue/Expenditure Report (Available in Office of the City Clerk), Veteran Drive Update, Traffic Safety Committee, Building Report, Liquor Commission, and Inspections.
2. Proclamation: Save a Life Month
3. Charitable Solicitation: AMVETS "Tag Day" Veterans Day Weekend
Kathy L. Fisher Benefit August 13, 2005
4. Resolution No. 113-05/06 – Mayor's Appointment of Holly Brown to the Liquor Commission to fill the unexpired term of Donald Nell until February 28, 2008
5. Receive and File Recommendation EDFAP Loan Review Committee for Dragon's Dome II, LLC

On roll call vote, all present voted aye.

Communications, Petitions, Reports

Mayor Howard opened a **PUBLIC HEARING** at 5:33 p.m. to discuss the 2004 CAPER. The document had been available for public review and comments beginning June 30, 2005. **Community Development Director Pamela Anderson presented the CDBG 2004 Consolidated Annual Plan and Evaluation Report- the CAPER.** From a Power Point presentation Mrs. Anderson summarized activities with the administration of CDBG funds, affordable housing assistance, amounts budgeted, amounts expended and status of the 2004 HUD Fiscal Year and carry over funds. Questions were invited. Council and the public were encouraged to contact legislators to urge President Bush not to cut CDBG funding. The Hearing was closed at 5:42 p.m.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **CONSOLIDATED ANNUAL PLAN AND EVALUATION REPORT 2004** be accepted and approved. Pam Anderson addressed Council's questions and comments regarding the particular dollars allocated in the CAPER. On roll call vote, all present voted Aye.

RESOLUTION NO. 114-05/06
**REVISING RULES AND REGULATIONS FOR THE ECONOMIC DEVELOPMENT
 FINANCIAL ASSISTANCE PROGRAM (EDFAP)**

Motion by Com'r. Maddox seconded by Com'r. Dagit, that Resolution No.114-05/06 be adopted. Pam Anderson Community Development Director reminded Council that the EDFAP Program was not part of the new 5-Year Consolidated Plan and that this would be the last loan but it was based on application fee being received in April. The Loan Review Committee met to review the Dragon's Dome II, LLC Softball Diamonds application and made a recommendation contingent on Council first addressing and changing 2 program guidelines, eligibility issues regarding liquor related business and criteria for job creation. Council questioned Mrs. Anderson on EDFAP guidelines related to the application. On roll call vote, all present voted Aye.

RESOLUTION NO. 115-05/06
AUTHORIZING AN ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE PROGRAM

Motion by Com'r. Maddox seconded by Com'r. Blanchard that Resolution No.115-05/06 be adopted. Mrs. Anderson explained to Council that the loan to Dragon's Dome II, LLC was for \$86,201.99 at 3.12 % for a term of 120 months for first position lien on softball diamond equipment and inventory. The loan would create two new full-time jobs with personal guarantee from William Griffin. Condition of the resolution was execution of a Memorandum of Agreement proceeding loan closing. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY GRANT AGREEMENT** be approved. Police Chief Tim Gillespie recommended Council participate in the grant in order to purchase Livescan Equipment used to fingerprint and register prints with the State. The equipment would reduce the turn around time that it has been taking for background results. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the agreement with **TRI-COUNTY REGIONAL PLANNING COMMISSION** for annual Peoria-Pekin Urbanized Transportation Study PPUATS membership in the amount of \$9,269.33 be approved. City Manager Dennis Kief recommended the participation share and told of the benefit in the form of Federal dollars derived from the organization. On roll call vote, all present voted Aye.

RESOLUTION NO. 116-05/06
IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
Motor Fuel Tax (MFT) Funding for Annual PPUATS Dues
Section 75-00107-10ES

Motion by Com'r. Jones seconded by Com'r. Maddox that Resolution No.116-05/06 be adopted. On roll call vote, all present voted Aye.

Com'r. Blanchard as Chairman of the Traffic Safety Committee explained each of the following amendments to the Traffic Code as recommended by the committee.

ORDINANCE NO. 1462-A 234
AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING TRAFFIC STOP SIGNS – MECHANIC STREET @ ELM STREET

Motion by Com'r. Blanchard seconded by Com'r. Maddox that Ordinance No. 1462-A234 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 235
AMENDING TITLE 8, CHAPTER 4, SECTION 1 D.
OF THE CODE OF THE CITY OF PEKIN 1995
NO PARKING SCHEDULE – PARKWAY DRIVE AT SHERIDAN ROAD (STUB STREET)
AND 6TH STREET AT WASHINGTON STREET

Motion by Com'r. Blanchard seconded by Com'r. Dagit that Ordinance No. 1462-A 235 be adopted.

Com'r. Maddox commented on the utilization of the stub street for police vehicles to run radar. He questioned Corporation Counsel on the legality of permitting the police department to not follow the provisions of the no parking and State law. He directed the attorney to research the law and for Traffic Safety Committee to reconsider. Motion by Com'r. Maddox to table Ordinance No. 1462-A 235. The motion received no second. Further discussion followed. Com'r. Jones called the question and the Chair asked for the vote. On roll call vote, Ayes; Jones, Blanchard, Dagit and Howard; Nay, Maddox. Motion Carried.

ORDINANCE NO. 1462-A 236
AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995

REGARDING HANDICAPPED SPACES VIENNA COURT

Motion by Com'r. Blanchard seconded by Com'r. Maddox that Ordinance No. 1462-A 236 be adopted. Com'r. Dagit questioned the location of the handicapped space as to private or public right-of-way. He asked that after confirmation that staff request payment for the sign if intended for private property. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A 237
AMENDING TITLE 8, CHAPTER 2, SECTIONS 10 AND 11
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING TROUGH STREET COTTAGE GROVE

Motion by Com'r. Blanchard seconded by Com'r. Dagit that Ordinance No. 1462-A 237 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 2440
ON REIMBURSEMENT OF EXPENSES AND MISCELLANEOUS BENEFITS FOR MAYOR
AND COUNCIL MEMBERS

Motion by Com'r. Blanchard seconded by Com'r. Maddox that Ordinance No. 2440 be adopted. Com'r. Blanchard requested at a previous meeting that a moratorium be placed on reimbursement of expenses incurred by Council members and expressed his opinion that no further benefits be paid as stipulated in Ordinance 2203 until such time as a Policy on such payments is accepted and approved by Council. Discussion followed regarding the effective date of such action. Mayor Howard felt that the freeze would deter members from attending the Illinois Municipal League Conference in September if a Council Policy was not completed in time and would not be in favor of supporting the ordinance. Com'r. Jones requested that the City Manager utilize 3 non-council members to revise the reimbursement policy. Motion was then made by Com'r. Maddox, seconded by Com'r. Blanchard that Ordinance No. 2440 be amended by adding to the body of the language: moratorium applies to expenses incurred after August 1, 2005. On roll call vote, Ayes; Maddox, Blanchard, Dagit, and Howard; Nay Jones. Roll was called on adoption of Ordinance No. 2440 as amended. On roll call vote, Ayes; Maddox, Blanchard, and Howard; Nays; Jones and Dagit. Motion Carried.

Motion by Com'r. Dagit, seconded by Com'r. Maddox, that the **LEASE ASSIGNMENTS BY ILLINOIS PCS TO GLOBAL TOWER, LLC** be approved. Attorney Sue Bosich advised Council as to the terms of the Agreements for cell towers at the riverfront and East side Fire Station properties. On roll call vote, all present voted Aye.

Other Business

Com'r. Jones made note of the appointment to the Liquor Commission and recognized Holly Brown as an outstanding appointment. He also commended Department Head Greg Ranney for receiving the highest honor, Paul Harris Fellowship, awarded a member of the Rotary Club.

Com'r. Maddox requested that Traffic Safety Committee revisit at their next meeting, the No Parking ordinance on Parkway Drive @ Sheridan Road issue.

Mayor Howard announced the scheduling a Council Retreat for Saturday August 20, 2005.

Note: Because of a conflict the date was tentatively set for August 13, 2005.

Steve Thompson Director of TPCCC announced that the Police lobby of City Hall, the Service Center

lunch room and the Peoria Red Cross area at the Civic Center were designated “Cooling Center” as a relief to the oppressive heat.

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The City Manager reported to Council that he was in the process of reviewing the request to expand winter averaging of wastewater billing to include new home owners.

Greg Ranney reported on the plans for the Riverfront Park opening.

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions.

Motion by Com’r. Dagit, seconded by Com’r. Maddox that Council move to **Executive Session** at 6:50 P.M. to discuss Threatened/Pending Litigation 5 ILCS 120/2 (c) 11. On roll call vote, all present voted Aye. Executive Session began at

No further business to come before the Council, a motion was made by Com’r. Dagit seconded by Com’r. Maddox that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:35 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR JULY 2005

Traffic Tickets	310
Warning Tickets	438
Offenses	572
Arrests	238
Parking tickets	594
STOPS	601

Break down of Parking Tickets

Abandoned Vehicle	9
Fire Lane	11
No Parking Light	155
Handicapped	8
Improper Parking	41
Restricted Parking	333
No Parking Zone	22
Fire Hydrant	1
Abandoned traffic haz	0
Bus Zone	0
Meter violation	14
TOTAL	594



City of Pekin

August 1, 2005

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department May 2005 report.

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of May 2005, the Pekin Fire Department responded to 288 calls total dollar loss was \$221,150.00.

Of this total, 224 (approximately 78%) were emergency medical calls, 54 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 10 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$221,150.00 for the month.

On May 15, 2005, Fire Fighters responded to a report of a structure fire at 1204 Avon Street. Upon arrival the first Officer on the scene reported a single-family single story residential structure fully involved in fire. Tower 3 and Engine 3 made immediate entry into the structure with a handline to perform a quick search and rescue evolution. Command called for the next in company to lay a 5" line from the hydrant and he also advised TAZCOM to page in 4 personnel to stand by at the park. Fire Fighters had a difficult time maneuvering inside the structure due the amount of contents inside the structure. 13 Fire Fighters responded to the scene 4 Fire Fighters were paged in to cover the City, Fire 1, Fire 2 and 2 investigators were called in to assist in the fire investigation. Estimated damage was approximately \$50,000.00 to the structure and \$10,000.00 to the contents. One Fire Fighter was injured and taken to Pekin Hospital Emergency Room where he was treated and released. He spent two (2) weeks off duty due to this injury.

On May 24, 2005, Fire Fighters responded to a report of a structure fire at 331 Park Avenue. Upon arrival the Officer on the scene reported a working structure fire fully involved on the second story of a possible vacant residential structure. Fire Fighters made a quick search and rescue effort inside the structure due to first report that someone may be inside the structure. Tower 3 and Engine 3 were the first units on the scene and Tower 3 Officer took command immediately upon arrival. Fire Fighters efforts were hampered as they entered the structure due to large holes that had burned through the floors of the main floor of the residence. 13 Fire Fighters responded to the scene, 4 Fire Fighters were paged in to cover the City, Fire 1 and Fire 2 responded and 2 investigators were called in to assist with the investigation. Estimated damage was approximately \$60,000.00 to the structure and there were no contents.

On May 24, 2005, Fire Fighters responded to a report of a structure fire at 207 North 9th Street, the old Pekin High School West Campus Building. Upon arrival the Officer in Charge reported that there was a lot of smoke coming from the window on the west side of the building. Engine 2 and Rescue 2 were the first companies on the scene. Engine 2 pulled off two (2) handlines to make a quick entry into the building while Rescue 2 got the forcible entry equipment from their apparatus to gain entry into the building since it was chained and padlocked shut at the door entryways. Once the crews had gained entry, Fire 3 assumed command of the incident. Engine 2 and Rescue 2 crews proceeded to the second floor on the west side of the structure where the fire was located, with two (2) 1 ¾' handlines. Tower 3 arrived and immediately set the Tower up to cover the top of the west side of the structure and to give the crews a secondary way of escape routes. Fire 1 arrived on the scene and assisted with command and Fire 2 arrived to function as the Incident Safety Officer. Pekin Police Officers worked hard to divert traffic and assist with the investigation and the Pekin Street Department work with us to set up roadblocks to assure the safety of Emergency personnel working on the scene. 12 Fire Fighters, Fire 1, Fire 2 and Fire 4 responded to the scene. 12 additional Fire Fighters were paged in to cover the City of Pekin and to assist on the fire scene. Upon our arrival on the scene we did receive two additional emergency calls that we had to send a crew from the scene on one and the ambulance responded alone on the other. Estimated damage was approximately \$100,000.00 to the structure and \$250.00 to the contents. There were two (2) fire Fighters injured on this incident. Both Fire Fighters were transported to Pekin Hospital Emergency Room and both were treated and released. One injury was to a foot and the other was debris in the Fire Fighters eye. The foot injury, the Fire Fighter was off work for approximately three (3) weeks, the eye injury was back to work the next day.

Total calls for the month of May 2005 were 288 and are as follows:

Fires	10
Rescue and EMS	224
Hazardous Materials	7
Other types of calls	47

Total dollar loss for the month of May 2005 was approximately \$221,150.00

The Training Division spent the month of May planning the upcoming years training activities.¹⁰ May is set-aside for all Fire Fighters to complete Spring Cleaning of apparatus and the entire stations. Fire Fighters did conduct a HAZMAT drill at Aventine Renewable Energy on May 26, 2005. Twenty-three (23) off duty Fire Fighters came in to participate in this drill for needed continuing education for the Tazewell County Hazardous Materials Team. Total training hours for the month of April 2005 exceeded 90 hours.

The following is the Fire Prevention Bureau Report for the month of May 2005. We performed occupancy permits for 12 liquor establishments and posted the occupancy at those businesses. We performed a final inspection for Radio Shack. There were 19 business inspections performed, 18 follow up inspections, 3 separate residential smoke detector installations, had a meeting with Pekin Hospital Management concerning their alarm systems and standpipe system. We met with the Pekin Park District concerning a new ceiling they will be installing in the Ice Arena. We did some consultations with some businesses concerning Knox Box installation. We performed three (3) fire extinguisher classes for local businesses and a Public Education at Wilson School for 150 children and approximately 30 adults as well as 4 station tours.

April and May are also the months that our Fire Fighters spend in spring-cleaning of the apparatus and of the facilities. These activities take an extensive amount of time to complete, but it does make the apparatus as well as the facilities look nice and last longer. The guys do a great job.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

August 1, 2005

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department June 2005 report.

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of June 2005, the Pekin Fire Department responded to 264 calls total dollar loss was \$4,000.00.

Of this total, 203 (approximately 77%) were emergency medical calls, 56 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 5 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$4,000.00 for the month.

On June 30, 2005, Fire Fighters responded to a report of a structure fire at 247 Koch Street. Upon arrival the first Officer on the scene reported a 10 x 12 shed structure fully involved in fire in the backyard of a residential structure. Tower 3 and Engine 3 were first on the scene and reported that the shed was very close to the residence and the neighboring residential structure. Command called for the next in company to lay a 5" line from the hydrant and he also advised TAZCOM to page in 4 personnel to stand by at the park. Fire Fighters also noticed that the wooden privacy fence separating the two (2) properties was also on fire and that there was an electrical service wire that had fallen in the backyard of the residence.. 13 Fire Fighters responded to the scene 4 Fire Fighters were paged in to cover the City, Fire 1, Fire 2 and 2 investigators were called in to assist in the fire investigation. Estimated damage was approximately \$1,000.00 to the structure and \$3,000.00 to the exposures (neighbors' house, fence and owners residence).

Total calls for the month of June 2005 were 264 and are as follows:

Fires	5
Rescue and EMS	203
Hazardous Materials	7
Other types of calls	49

Total dollar loss for the month of June 2005 was approximately \$4,000.00

The following is the Fire Prevention Bureau Report for the month of June 2005. We performed a final inspection for Radio Shack. There were 65 business inspections performed, 24 follow up inspections, and 3 separate residential smoke detector installations. We conducted two (2) meetings with the Dragon's Dome concerning the fire suppression system, did a follow up with Huck's Gas Station on Broadway concerning a fireworks complaint, and participated in Safety Day at Aventine Renewable Energy and Midwest Grain Products Safety Day. Conducted a meeting with Sun Valley Housing Authority concerning fire safety and performed fire inspections of all of Bridgeway Homes in the City of Pekin. We performed a fire extinguisher class for Davies Square for twenty-five (25) employees and a Public Education at Pekin Community High School for staff as well as 4 station tours.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



TPCCC MONTHLY STATISTICAL **REPORT**

Month JULY 2005

Number of phone calls received 31,244

Number of 9-1-1 Calls 1961 *

Number of calls dispatched (all agencies) 5183

***= Included in total # of calls received**

Additional Comments:

Steven F. Thompson, ENP
Director

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKINDate: June 05

Billing For Month of

June\$3,175.00

PEKIN CITY CLERK
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Individuals between June 1, 2005 and June 30, 2005¹⁵

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	6	50867
Individua	City	1402 1/2 STATE ST		6/9/2005	Cat	DSH	E	8	50879
Individua	City	1511 CHESTNUT ST		6/9/2005	Cat	DSH	E	6	50878
Individua	City	CAROLINE		6/9/2005	Cat	DSH			50875
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50874
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50873
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50872
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50870
Individua	City	606 MAIN		6/1/2005	Cat	DSH	E	5	50814
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50868
Individua	City	606 MAIN ST		6/16/2005	Cat	DSH	E	1	50927
Owner R	City	8 FOX PT CT		6/8/2005	Dog	SHEP X	E	0	50861
Owner R	City	300 CHARLOTTE #4		6/3/2005	Cat	DSH	E	14	50834
Owner R	City	300 CHARLOTTE #4		6/3/2005	Cat	DSH	REL	5	50833
Owner R	City	300 CHARLOTTE #4		6/3/2005	Cat	DSH	REL	5	50832
Individua	City	606 MAIN ST		6/3/2005	Cat	DSH	E	7	50831
Individua	City	606 MAIN		6/2/2005	Cat	DSH	R	8	50823
Owner R	City	1015 COOLIGE		6/1/2005	Cat	DSH	E	2	50815
Individua	City	CAROLINE		6/9/2005	Cat	DSH	E	8	50869
Individua	City	1502 NORTH 10TH		6/22/2005	Cat	DSH	E	2	50976
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51025
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51024
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51023
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51022
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51021
Individua	City	404 INSUL		6/28/2005	Cat	DSH	E	1	51020
Individua	City	2703 PINE ST APT #15		6/24/2005	Cat	DSH	E	5	50988
Owner R	City	419 S. 13TH ST		6/14/2005	Dog	SHIH-TZU	E	3	50910
Individua	City	2703 PINE APT #15		6/24/2005	Cat	DSH	E	5	50986
Individua	City	PEKIN PARK		6/15/2005	Cat	SIAMESE X	E	9	50921
Individua	City	1502 NORTH 10TH		6/22/2005	Cat	DSH	E	2	50975
Individua	County	18231 IL RT 9		6/22/2005	Cat	DMH	E	2	50972
Owner R	City	1506 N. 14TH		6/21/2005	Dog	BEAGLE	E	1	50962
Individua	City	1511 CATHERINE		6/17/2005	Cat	DSH	E	7	50947
Owner R	City	210 ARROW ST		6/17/2005	Dog	BEAGLE	E	3	50946
Individua	City	1414 LORETTA		6/17/2005	Dog	ST. BERNARD	E	10	50943
Owner R	City	1111 HENRIETTA		6/17/2005	Cat	DMH	E	0	50942
Individua	City	405 STATE ST		6/29/2005	Dog	TERRIER	D	0	51040
Individua	City	2703 PINE APT #15		6/24/2005	Cat	DSH			50987

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 33

Total Others picked up in Pekin: 0

Animal Counts Brought in by Wardens between June 1, 2005 and June 30, 2005¹⁶

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	PEKIN ANIMAL HOSP	6/10/2005	Cat	DSH	E	3	50883
	Mooney	City	1211 ROSEMARY	6/1/2005	Dog	MIX	R	9	50821
	Hoyland	City	1100 BLK MECHANIC	6/25/2005	Dog	ROTT	R	3	50991
	Vogel	City	1530 S. CAPITAL	6/24/2005	Dog	LAB			50990
	Hoyland	City	201 GUNION	6/2/2005	Other	SQUIRREL	E	0	50829
	Vogel	City	208 CYPRESS	6/1/2005	Cat	DSH	E	9	50818
	Vogel	City	730 PARK	6/21/2005	Cat	DMH	E	3	50960
	Vogel	City	206 CYPRESSS	6/20/2005	Cat	DSH	E	9	50958
	Vogel	City	630 S. 11TH	6/16/2005	Cat	DSH	E	8	50930
	Hoyland	City	1206 BLACK	6/7/2005	Dog	PIT	R	2	50860
	Vogel	City	630 11TH	6/15/2005	Cat	DSH	E	2	50920
	Vogel	City	106 AMANDA	6/14/2005	Cat	DSH	E	8	50916
	Vogel	City	#4 N. 20TH	6/14/2005	Cat	DSH	E	3	50904
	Vogel	City	1409 LORETTA	6/24/2005	Dog	PIT			50989
	Hoyland	City	630 S. 11TH	6/20/2005	Cat	DSH	E	2	50954
	Vogel	City	1078 PETRI LANE	6/22/2005	Dog	LAB			50973
	Hoyland	City	1100 BLK MECHANIC	6/25/2005	Dog	ROTT	R	3	50992
	Hoyland	City	1100 BLK MECHANIC	6/25/2005	Dog	ROTT	R	0	50993
	Hoyland	City	13987 2ND MIDWAY	6/26/2005	Dog	SHEPX BEAGLE	D	0	51000
	Hoyland	City	1502 EVERETT	6/28/2005	Dog	CHOW			51014
	Vogel	City	PEKIN ANIMAL HOSP	6/10/2005	Cat	DSH	E	3	50885
	Vogel	City	PEKIN ANIMAL HOSP	6/10/2005	Cat	DSH	E	3	50884
	Hoyland	City	211 JANE	6/29/2005	Dog	MIN PIN	R	1	51042
	Hoyland	City	PEKIN ARENA	6/29/2005	Dog	SHEP X	R	1	51043
	Vogel	City	PEKIN ANIMAL HOSP	6/10/2005	Cat	DSH	E	3	50882
	Vogel	City	301 KOCH	6/9/2005	Dog	LAB X	R	0	50877
	Vogel	City	K - MART	6/2/2005	Dog	PIT X BOXER	R	4	50822
	Vogel	City	1015 S. 13TH	6/13/2005	Dog	BASSETT	REL	3	50897

Total Dogs picked up in Pekin: 15

Total Cats picked up in Pekin: 12

Total Others picked up in Pekin: 1

LADD Meeting July 21, 2005 Minutes

Members present: Orr, Wehr & Wuellner. Also present: Peter Berrini & Ron Matthews

Bob called the meeting to order at 3:30 pm. The minutes from the June 30th were approved.

Financial Report: Ken asked about the status of the repairs and cleanup work by Southwind. Ron stated that he thought that Southwind had covered the repairs to the Jet Ski. They were still working on a few items in the staging area. Ken will follow up to verify that there are no remaining issues before issuing the final payment.

Dredging – Peter stated there had not been any response to the letter sent to IEPA notifying them that the project was completed and the readings taken during the final stages. He stated that the vegetation was doing well. He met with Rick Evans to discuss the breaching of the levee. The area seemed to be acceptable and Rick was to make contact with a few contractors to do the work. Once this has been completed, Peter will contact DNR to get the dam declassified.

Bob read the letter of agreement he intends to send to Rick Evans and Dave Milam regarding the status of the land and the sale of silt. Letter will indicate an August 1, 2005 completion date with resale to be in February 2007. Dave can begin selling the silt at this time. Bob and Dave met and agreed that an average truckload is 12 cubic yards or 16 tons.

The revised schedule is as follows:

1. Breaching of dikes ----- August, 2005
2. Final Engineering Report ----- August, 2005
3. Ready land for sale ----- February, 2007

Ditch from St. Clair Dr. – Bob stated that he had talked with the attorneys over the letter from Mr. Hayes requesting \$2,000.00. It was decided to respond to Mr. Hayes stating that all the work had been done as agreed.

Stilling Basin – Peter stated that Midwest had not received the piling yet but would notify us when it was received.

Shoreline Stabilization – Bob went over the projected revenue and felt that there was enough to do the shoreline work. Peter stated he talked with Sutton to go over this and see if it could be done this fall.

Watershed Plan – Peter stated that the draft is ready for his review and he will get to it shortly.

The tentative projected schedule for completing the rest of the grant work is as follows:

1. Stilling basin repair ----- August, 2005
2. Watershed Plan & required reports ----- August, 2005
3. Shoreline improvements ----- Fall 2005
4. Submittal for another grant -----??

Other Business: Bob and Ron signed the easement for the property being given by Rick Evans for the well. It was noted that the well is currently running and that the lake level is only down 11 5/16 inches. During discussions regarding sale of the well to the homeowners association it was agreed that the well would only be used when the lake level got down 18 inches. Bob provided information on the cost to run the pump and the history of the lake levels back to 1988. The problem with keeping the lake level artificially elevated is that it could cause flooding problems should there be a heavy rain. Ron will discuss this with the board.

Next meeting— August 21, 2005 -- 3:00pm. Meeting will be followed by LADD picnic.

City Council Members

August 4, 2005

My name is Sandra Hilst. My brother Robert Hilst who is 48 years old was diagnosed with lung & bone cancer 2 months ago. His chances of survival do not look good. I have scheduled a Robert Hilst fight against cancer fish fry for Saturday Sept 17 at the Eagles Lodge Pekin.

I am requesting that you allow me to visit area businesses to request donations. The following people will also be going to area business to request donation if allowed.

Myself
Brenda Hilst
Violet Marshall

You Can Reach Me

Sandra Hilst
812 Catherine St
Pekin, IL
309-642-1794

Pekin Park District

Robert Blackwell — Director of Parks and Recreation
(309) 353-4328 Office

1701 Court Street • Pekin, Illinois 61554-5199
(309) 353-1787 Fax

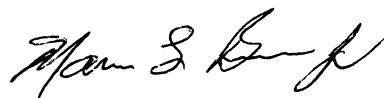
August 1, 2005

Mayor Lyn Howard
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Dear Mayor Howard,

The Pekin Park District Board of Commissioners respectfully requests that Robert Blackwell, Park District Director replace Terri Gambetti, Superintendent of Recreation as the park district's representative to the Pekin Tourism Commission. We request that this change take place before the next Pekin Tourism Commission meeting.

Sincerely,



Marvin Brown, Jr.
President
Pekin Park District
Board of Commissioners

cc: Dennis Kief, City of Pekin, City Manager
Emily Lambe, Pekin Tourism Commission Director

RESOLUTION No. _____

August 8, 2005

PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of Robert Blackwell representing Pekin Park District to the

Pekin Area Convention and Visitors Committee (Tourism) as a voting member to fill the

unexpired term of Terry Gambetti until April 30, 2006 is approved.

1701 Court Street

Pekin, IL 61554

353-4328

SIGNED BY _____

MAYOR.

(TOURISM) PEKIN AREA CONVENTION AND VISITORS COMMITTEE
7 VOTING MEMBERS 4 NON-VOTING REPRESENTATIVES
4:00 P.M. 3 RD WEDNESDAY OF THE MONTH

EMILY LAMBE - TOURISM COORDINATOR PEKIN AREA CONVENTION
 & VISITORS BUREAU
 111 SOUTH CAPITOL STREET
 (309) 353-3100

WILLIAM FLEMING - BOARD MEMBER OF THE PEKIN AREA CHAMBER OF COMMERCE
 402 COURT STREET
 346-2106

CINDY GALYEAN – LOCAL HOTEL COMMUNITY
 3615 KELLY AVENUE
 353-3305

ROBERT BLACKWELL – PEKIN PARK DISTRICT
 1701 COURT STREET
 353-4328

COMMISSIONER JIM JONES – CITY COUNCIL
 1806 VALENCIA PLACE
 346-1854

PEG MEISINGER– AT LARGE BUSINESS COMMUNITY
 410 COURT STREET
 353-6276

MARYANN LADENDORF – AT LARGE BUSINESS COMMUNITY
 2816 COURT STREET
 347-5540 241-5610 (cell)

DIRECTOR OF PLANNING AND DEVELOPMENT
 111 SOUTH CAPITOL
 477-2300

RICK JAMESON - PEORIA AREA CONVENTION & VISITORS BUREAU
 100 SAMPSON STREET TREMONT, IL 61568
 (309) 925-2511

EMILY LAMBE - PEKIN MAIN STREET
 111 SOUTH CAPITOL STREET
 353-3100

LINDA MILLER - SOUTHSIDE BUSINESS ASSOCIATION
 301 SOUTH 4TH STREET
 347-7111

TWO YEAR TERM END APRIL 30, 2006

CHAPTER 12

PEKIN AREA CONVENTION AND VISITORS COMMITTEE

SECTION:

- 2-12-1: Creation
- 2-12-2: Composition; Terms
- 2-12-3: Officers; Meetings; Quorum
- 2-12-4: Purpose; Function
- 2-12-5: Expenditures; Salaries
- 2-12-6: Jurisdiction

2-12-1: CREATION: There is hereby created a Committee which shall be known as the PEKIN AREA CONVENTION AND VISITORS COMMITTEE.

2-12-2: COMPOSITION; TERMS: The PEKIN AREA CONVENTION AND VISITORS COMMITTEE created by Section 1 above shall consist of 7 voting members and 4 non-voting members. All members shall be appointed by the Mayor with consent of the Council. Voting members shall include a representative from each of the following: Pekin Area Chamber of Commerce, the local hotel community, the Pekin Park District, the City Council, the Tourism Coordinator of Pekin Area Convention & Visitors Bureau and two members from the local community. Non-voting members shall be representatives from City of Pekin Director of Planning and Economic Development, the Peoria Area Convention & Visitors Bureau, Pekin Main Street, and South Side Business Association. All members shall serve without salary. The Chairman shall be appointed by majority vote of the membership for a 1 year term and shall be selected at the first official meeting of said Committee. Committee members may designate an alternate to attend meetings. A member/alternate will be replaced after three consecutively missed meetings. Members shall be appointed to a two year term.

2-12-3: OFFICERS; MEETINGS; QUORUM: Other officers of this Committee may be created by resolution adopted at any regular or special meeting of the Committee. The Committee shall, if deemed necessary, have the power to establish by-laws and rules in conformity with the authority granted herein or by statute. The Committee shall establish a regularly scheduled meeting date at its initial official meeting. Thereafter, the meeting date may be changed by motion duly enacted at a regular meeting. A quorum shall consist of 4 or more voting members.

2-12-4: PURPOSE; FUNCTION: The purpose of this Committee is to develop a comprehensive program designed to promote the growth of tourism and convention related business within or near the City of Pekin and make recommendations to the Council regarding such matters. The program shall be formulated and maintained solely by the use of funds received through the City's Hotel/Motel Tax and used exclusively for the promotion of tourism and conventions within the city or to attract overnight non-resident visitors to the City. No Hotel/Motel tax funds received by the City shall be used to advertise for or otherwise promote new competition in the hotel business.

2-12-5: EXPENDITURES: The Committee shall not expend any funds prior to the yearly approval of the Committee's annual budget. The Committee shall be authorized to approve all grants for two thousand five hundred dollars (\$2,500.00) or less within the overall parameter of the budget and in compliance with state statutes on uses for hotel/motel tax dollars. All grants that exceed two thousand five hundred dollars (\$2,500.00.) will be presented to the City Council for approval. Out-of-pocket costs of the Committee members for appropriate activities, if any, shall be reimbursed by the City.

2-12-6: JURISDICTION: The Committee shall be under the jurisdiction of the City Manager.

Ord. No. 2375 (05-24-04)

PETITION FOR DISCONNECTION

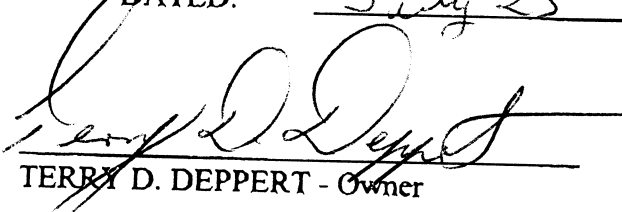
TERRY D. DEPPERT, KEITH O. DEPPERT and PATRICIA A. DEPPERT ("Petitioners"),
petition and request the City of Pekin, Illinois, to disconnect the following described territory from
said City, to-wit:

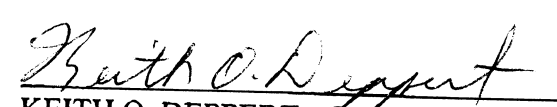
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY
THIS REFERENCE

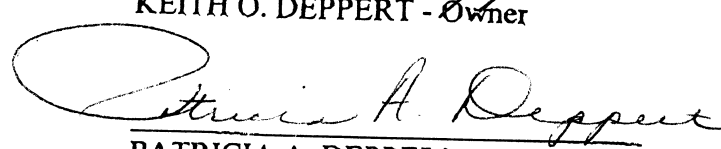
(hereinafter the "Territory"). In support of this petition, the undersigned certify as follows:

1. Petitioners are the sole owners of record of the Territory.
2. The Territory is presently within the corporate limits of the City of Pekin.
3. The Territory is upon the border of the City of Pekin, Illinois.
4. Petitioners request that the corporate authorities of the City of Pekin consider the question of the disconnection of the Territory, adopt an ordinance disconnecting the Territory from said City, and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Peoria County, Illinois.

DATED: July 23, 2005


TERRY D. DEPPERT - Owner

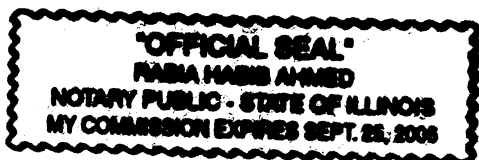

KEITH O. DEPPERT - Owner


PATRICIA A. DEPPERT - Owner

STATE OF ILLINOIS)
) S.S.
 COUNTY OF McHenry)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that KEITH O. DEPPERT and PATRICIA A. DEPPERT, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth above.

GIVEN under my hand and notarial seal, this 23 day of July 2005.

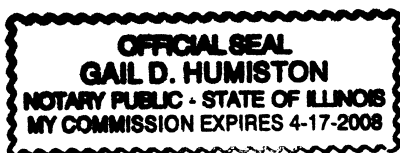


[Signature]
 Notary Public

STATE OF ILLINOIS)
) S.S.
 COUNTY OF Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that TERRY D. DEPPERT personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth above.

GIVEN under my hand and notarial seal, this 12th day of July 2005.



[Signature]
 Notary Public

EXHIBIT A**TRACT 1:**

The Northwest Quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, EXCEPTING HOWEVER, the West 200 feet of even width thereof, conveyed to St. Louis, Peoria and Northwestern Railway Company by Warranty Deed, dated August 19, 1911, and recorded in Volume 285, Page 601, situated in Peoria County, Illinois.

TRACT 2:

A part of the West Half of the Northeast quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, described as follows: Commencing at a point 42.6 rods North of the Southwest corner of said Northeast Quarter, on the section line; thence East at right angles from said section line 79 rods; thence North, parallel with said section line, 42 ½ rods; thence West, at right angles with said section line, 79 rods; thence South on said section line 42 ½ rods, to the place of beginning, situated in Peoria County, Illinois.

TRACT 3:

Lot 2, being part of the West Half of the Northeast Quarter of Section 23, Township 7 North, Range 7 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point on the West line of said quarter section, 85.1 rods North of the Southwest corner of said quarter section; thence running North along the West line of said quarter section, 42.5 rods; thence East 79 rods; thence South 42.5 rods; thence West to the place of beginning, situated in Peoria County, Illinois.

TRACT 4:

The West 365.78 feet of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, situated, lying and being in the County of Peoria and State of Illinois.

TRACT 5:

All of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, excepting however, all that part of said premises heretofore conveyed to the St. Louis, Peoria and Northwestern (now Chicago and Northwestern) Railway Company, a corporation, by V.P. Turner and wife by warranty deed dated August 25, 1911, and recorded in book 285 of Deeds on Pg. 633; situate, lying and being in the County of Peoria and State of Illinois.

PETITION FOR DISCONNECTION

AMEDEO, LLC, an Illinois limited liability company ("Petitioner"), petitions and requests the City of Pekin, Illinois, to disconnect the following described territory from said City, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY
THIS REFERENCE

(hereinafter the "Territory"). In support of this petition, the undersigned certifies as follows:

1. Petitioner is the sole owner of record of the Territory.
2. The Territory is presently within the corporate limits of the City of Pekin.
3. The Territory is upon the border of the City of Pekin, Illinois.
4. Petitioner requests that the corporate authorities of the City of Pekin consider the question of the disconnection of the Territory, adopt an ordinance disconnecting the Territory from said City, and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Peoria County, Illinois.

DATED: July 21, 2005

AMEDEO, LLC, an Illinois limited
liability company

By: Robert M. Cupi
Its: Manager and Sole Member

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Cupi, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21 day of July, 2005.

Gary L Allen
Notary Public



EXHIBIT A

Fifteen and one-half acres off the North end of the West Half of the Northeast quarter of Section 23; one acre in the Southwest corner of the East Half of the Southeast Quarter of Section 14; and 11.75 acres in the Northwest corner of the East Half of the Northeast Quarter of Section 23, all in Township 7 North, Range 7 East of the Fourth Principal Meridian, being the same premises more particularly described in a Warranty Deed recorded in Volume "RH" of the deeds at page 15 in the Recorder's Office of Peoria County, Illinois described as follows:

Commencing at a point on the Southwesterly line of the Peoria and Pekin Road (SBI Route 9) 48 ½ rods Northwesterly of the intersection of the Southwesterly line of said Road and the East line of the said Quarter Section; thence Northwesterly along the Southwesterly line of said road 55 rods to a point which is 10 rods North of the Southwest corner of the East Half of the Southeast Quarter of Section 14; thence South on the Half Section line of the Section 14 and Northeast Quarter of Section 23 a distance of 87 rods; thence Northeasterly 66 rods to the Point of Beginning; situated in the County of Peoria and State of Illinois.



COUNTY OF PEORIA — OFFICE OF COUNTY CLERK

JoAnn Thomas

ROOM 101 • PEORIA COUNTY COURTHOUSE • PEORIA, ILLINOIS 61602 • PHONE 672-6059 • ELECTION DIVISION • PHONE 672-6070

STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

I, JoAnn Thomas, County Clerk in and for said County of Peoria and State of Illinois, and the keeper of the Records and Seal of said County, do hereby certify that the following parcels pertaining to City of Pekin Ordinance 2419 have no delinquent taxes.

20-14-300-006, -008

20-23-100-001

20-23-200-001, -002, -003, -005, -013

In Testimony Whereof, I have hereunto set my hand and the official seal
at Peoria, Illinois,

This 28th day of July, A.D. 2005.

JoAnn Thomas JoAnn Thomas County Clerk

By Megan Filara Deputy

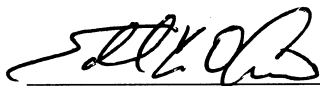
STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

I, Edward T. O'Connor, Peoria County Treasurer in and for said County of Peoria and State of Illinois, do hereby certify that the following parcels identified by City of Pekin Ordinance 2419 have the 1st installment of the 2004 taxes paid. The 2nd installment is due September 1, 2005

20-14-300-006, -008
20-23-100-001
20-23-200-001, -002, -003, -005, -013

In Testimony Whereof, I have hereunto set my hand and the official seal
at Peoria, Illinois,

This 26th day of July, A.D. 2005.



Edward T. O'Connor
Peoria County Treasurer

2004 Statement of Taxes
Peoria County, IL

07/26/2005 10:37 AM

33

Parcel Number 20-14-300-006

Tax Year 2004

Township Hollis

Property Class 0021 - Farmland

Land Use FA - Farm Non Owner Occupied

Tax Code 361

Tax Status Taxable

Property Owner

DEPPERT, KEITH O
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60012

DEPPERT, PATRICIA A
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60014

DEPPERT, TERRY D
728 E KAY ST
MORTON IL, 61550

Legal Description

SW 1/4 SW 1/4 SEC 14-7-7E 32.06 AC (EXC C&NW
RR ROW) (94-36494)

<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$179.29	\$179.29	\$358.58
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
<i>Total Billed</i>	\$179.29	\$179.29	\$358.58
<i>Amount Paid</i>	\$179.29	\$0.00	\$179.29
<i>Total Unpaid</i>	\$0.00	\$179.29	\$179.29
<i>Date Paid</i>	05/27/2005		
<i>Batch Number</i>	2004000577		
<i>Receipt No.</i>	2004007311	CK# 1154	
<i>Cashier Code</i>	JANE		
<i>TPA</i>			
<i>Paid by</i>	TKDO DEPPERT FARM		
<i>Status</i>			

2004 Statement of Taxes

Peoria County, IL

07/26/2005 10:38 AM

34

Parcel Number 20-14-300-008

Tax Year 2004

Township Hollis

Property Class 0021 - Farmland

Land Use FA - Farm Non Owner Occupied

Tax Code 361

Tax Status Taxable

Property Owner

DEPPERT, HELEN D
2220 CRESTVIEW DR
PEKIN IL, 61554-5354

DEPPERT, KEITH O
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60012

DEPPERT, PATRICIA A
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60014

DEPPERT, TERRY D
728 E KAY ST
MORTON IL, 61550

Legal Description

W 365.78' SE 1/4 SW 1/4 SEC 14-7-7E 11.01 AC
(96-00642)

	<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>		\$51.80	\$51.80	\$103.60
<i>Penalty Billed</i>		\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>		\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>		\$0.00	\$0.00	\$0.00
<i>Total Billed</i>		\$51.80	\$51.80	\$103.60
<i>Amount Paid</i>		\$51.80	\$0.00	\$51.80
<i>Total Unpaid</i>		\$0.00	\$51.80	\$51.80
<i>Date Paid</i>	05/27/2005			
<i>Batch Number</i>	2004000577			
<i>Receipt No.</i>	2004007311 CK# 1154			
<i>Cashier Code</i>	JANE			
<i>TPA</i>				
<i>Paid by</i>	TKDO DEPPERT FARM			
<i>Status</i>				

2004 Statement of Taxes
Peoria County, IL

07/26/2005 10:38 AM

35

Parcel Number 20-23-100-001

Tax Year 2004

Township Hollis

Property Class 0021 - Farmland

Land Use FA - Farm Non Owner Occupied

Tax Code 361

Tax Status Taxable

Property Owner

DEPPERT, KEITH O
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60012

DEPPERT, PATRICIA A
6913 N HAMPSHIRE TRAIL
CRYSTAL LAKE IL, 60014

DEPPERT, TERRY D
728 E KAY ST
MORTON IL, 61550

Legal Description

NW 1/4 SEC 23-7-7E 143.09 AC (94-03107) (EXC W
12.12 AC THEREOF)

<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
Tax Billed	\$814.74	\$814.74	\$1,629.48
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Drainage Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$814.74	\$814.74	\$1,629.48
Amount Paid	\$814.74	\$0.00	\$814.74
Total Unpaid	\$0.00	\$814.74	\$814.74
Date Paid	05/27/2005		
Batch Number	2004000577		
Receipt No.	2004007311 CK# 1154		
Cashier Code	JANE		
TPA			
Paid by	TKDO DEPPERT FARM		
Status			

2004 Statement of Taxes

07/26/2005 10:38 AM

Peoria County, IL

36

Parcel Number	20-23-200-001	Property Owner	Legal Description
Tax Year	2004	AMEDEO LLC	NE 1/4 SEC 23-7-7E 15.93 AC (PL) LOT 1 (PLAT BK N
Township	Hollis	13385 TOWNLINE RD	PG 6-7 & 78-25166)
Property Class	0021 - Farmland	GREEN VALLEY IL, 61534	
Land Use	FA - Farm Non Owner Occupied		
Tax Code	361		
Tax Status	Taxable		

	<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>		\$100.93	\$100.93	\$201.86
<i>Penalty Billed</i>		\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>		\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>		\$0.00	\$0.00	\$0.00
Total Billed		\$100.93	\$100.93	\$201.86
<i>Amount Paid</i>		\$100.93	\$0.00	\$100.93
Total Unpaid		\$0.00	\$100.93	\$100.93
<i>Date Paid</i>	06/10/2005			
<i>Batch Number</i>	2004001147			
<i>Receipt No.</i>	2004014726	CK# 383		
<i>Cashier Code</i>	ALLT			
<i>TPA</i>				
<i>Paid by</i>	AMEDEO LLC			
<i>Status</i>				

2004 Statement of Taxes

07/26/2005 10:38 AM

Peoria County, IL

37

Parcel Number	20-23-200-002	Property Owner	Legal Description
Tax Year	2004	DEPPERT, KEITH O	NE 1/4 SEC 23-7-7E 21.76 AC (PL) LOT 2 (PLAT BK N
Township	Hollis	6913 N HAMPSHIRE TRAIL	PG 6-7 & 93-12282) (94-03107)
Property Class	0021 - Farmland	CRYSTAL LAKE IL, 60012	
Land Use	FA - Farm Non Owner Occupied	DEPPERT, PATRICIA A	
Tax Code	361	6913 N HAMPSHIRE TRAIL	
Tax Status	Taxable	CRYSTAL LAKE IL, 60014	
		DEPPERT, TERRY D	
		728 E KAY ST	
		MORTON IL, 61550	

	<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>		\$137.78	\$137.78	\$275.56
<i>Penalty Billed</i>		\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>		\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>		\$0.00	\$0.00	\$0.00
Total Billed		\$137.78	\$137.78	\$275.56
<i>Amount Paid</i>		\$137.78	\$0.00	\$137.78
Total Unpaid		\$0.00	\$137.78	\$137.78
<i>Date Paid</i>	05/27/2005			
<i>Batch Number</i>	2004000577			
<i>Receipt No.</i>	2004007311	CK# 1154		
<i>Cashier Code</i>	JANE			
<i>TPA</i>				
<i>Paid by</i>	TKDO DEPPERT FARM			
<i>Status</i>				

2004 Statement of Taxes

Peoria County, IL

07/26/2005 10:38 AM

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Parcel Number	20-23-200-003	Property Owner	Legal Description
Tax Year	2004	DEPPERT, KEITH O	NE 1/4 SEC 23-7-7E 21.73 AC (PL) LOT 3 (PLAT BK N
Township	Hollis	6913 N HAMPSHIRE TRAIL	PG 6-7 & 93-12282) (94-03107)
Property Class	0021 - Farmland	CRYSTAL LAKE IL, 60012	
Land Use	FA - Farm Non Owner Occupied	DEPPERT, PATRICIA A	
Tax Code	361	6913 N HAMPSHIRE TRAIL	
Tax Status	Taxable	CRYSTAL LAKE IL, 60014	
		DEPPERT, TERRY D	
		728 E KAY ST	
		MORTON IL, 61550	

	2004	1st Installment	2nd Installment	Totals
<i>Tax Billed</i>		\$137.78	\$137.78	\$275.56
<i>Penalty Billed</i>		\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>		\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>		\$0.00	\$0.00	\$0.00
Total Billed		\$137.78	\$137.78	\$275.56
<i>Amount Paid</i>		\$137.78	\$0.00	\$137.78
Total Unpaid		\$0.00	\$137.78	\$137.78
<i>Date Paid</i>	05/27/2005			
<i>Batch Number</i>	2004000577			
<i>Receipt No.</i>	2004007311	CK# 1154		
<i>Cashier Code</i>	JANE			
<i>TPA</i>				
<i>Paid by</i>	TKDO DEPPERT FARM			
<i>Status</i>				

2004 Statement of Taxes
Peoria County, IL

07/26/2005 10:39 AM

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Parcel Number	20-23-200-005	Property Owner	Legal Description
Tax Year	2004	AMEDEO LLC	NE 1/4 SEC 23-7-7E & SE 1/4 SEC 14-7-7E 10.50 AC
Township	Hollis	13385 TOWNLINE RD	(PL) (78-25166/RH-15/PLAT BK N PG 6-7) LOT 7 OF NE
Property Class	0021 - Farmland	GREEN VALLEY IL, 61534	1/4 SD SEC 23 & BEG INTER- SEC N LN SEC 23 & W
Land Use	FA - Farm Non Owner Occupied		LN E 1/2 NE 1/4 SEC N TO SW LN PEKIN DIKE RD SE
Tax Code	361		ALG RD TO S
Tax Status	Taxable		

<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$54.78	\$54.78	\$109.56
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$54.78	\$54.78	\$109.56
<i>Amount Paid</i>	\$54.78	\$0.00	\$54.78
Total Unpaid	\$0.00	\$54.78	\$54.78
<i>Date Paid</i>	06/10/2005		
<i>Batch Number</i>	2004001147		
<i>Receipt No.</i>	2004014726	CK# 383	
<i>Cashier Code</i>	ALLT		
<i>TPA</i>			
<i>Paid by</i>	AMEDEO LLC		
<i>Status</i>			

2004 Statement of Taxes

07/26/2005 10:38 AM

Peoria County, IL

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Parcel Number	20-23-200-013	Property Owner	Legal Description
Tax Year	2004	ESPINOZA, DANNY R	NE 1/4 SEC 23-7-7E 0.02 AC (93-35922) ALL THAT
Township	Hollis	1461 VALLE VISTA #4	PT FORMER C&NW RR ROW LYING IN NE COR NE
Property Class	0021 - Farmland	PEKIN IL, 61554	1/4 SEC 23
Land Use	FA - Farm Non Owner Occupied	ESPINOZA, RUSSELL J	
Tax Code	361	1461 VALLE VISTA #4	
Tax Status	Taxable	PEKIN IL, 61554	

<u>2004</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

RESOLUTION No. 118-05/06

August 8, 2005
PEKIN, ILLINOIS, 19

RESOLUTION BY COMMISSIONER

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

the Council of the City of Pekin, Illinois reaffirms the appointments of

the following named persons until such time as their successors shall be named.

CITY MANAGER Dennis R. Kief

CITY CLERK Sue E. McMillan

SIGNED BY

MAYOR.

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, July 21 2005

LEGAL NOTICE

LEGAL NOTICE ON ANNEXATION BY THE CITY COUNCIL AND MAYOR OF THE CITY OF PEKIN PEKIN, ILLINOIS

On August 8, 2005 at 5:30 P.M. the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 South Capitol Street, Pekin, Illinois, will contemplate the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-8 authorizing the annexation to the City of Pekin, Illinois, of the tract of property legally described as follows:

A part of the Northwest Quarter of Section 11 and all of Out lot "A" in Deerfield Estates Section 3, Being a Subdivision of Part of the Northwest Quarter of Section 11, All in Township-24-North, Range-5-West of the Third Principal Meridian, Tazewell County, Illinois, Being more particularly described as Follows:

Commencing at the Southwest Corner of Lot 49 in Deerfield Estates Section 3, as the Point of beginning of the Tract to be described:

From the Point of beginning (the following 3 courses are along the South line of said Deerfield Estates section 3) thence North 89°-03'-30" East (Bearing are for Descriptive purposes only) along the South line of Deerfield Estates Section 3, a distance of 622.00 feet; thence North 00°-56'-30" West, a distance of 14.00 feet; thence North 89°03'-30" East, a distance of 230.96 feet to the Southeast Corner of Lot 64 in said Deerfield Estates Section 3, said Point also being on the East line of South 00°-53'-19" East, a distance of 639.09 feet to the North Right-of-Way line of Petri Lane; thence North 89°-45'-16" West, a Distance of 852.55 feet to a Point on the East line of Deerfield Estates Section 1: thence North 00°-56'-30" West, along said East line of Deerfield Estates Section 1, a distance of 607.43 feet to the Point of beginning, containing 2.14 Acres, more or less.

It is proposed that the subject property be annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1- et seq and 5/7-1-13).

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

Sue E. McMillan

City Clerk

164499

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I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 21 day of July 2005 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 21 day of July 2005 ;
the second on the day of 20 ;
the third on the day of 20 ;
the fourth on the day of 20 ;

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

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

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 70.28
Posters, Slips \$ 5.00
Total \$ 81.28

By Hanna Forder

Deerfield Annexation

Memo

To: Commissioners

From: Joseph W. Wuellner, Public Works Director

CC: Denny Kief, Sue McMillan, & Pekin Airport Commission

Date: July 25, 2005

Re: Pekin Airport Taxiway Rehab Project

Commissioners:

Bids were received on June 17, 2005 for the Pekin Airport Taxiway Rehab Project by IDOT-IDA. There was one bidder for this work, R.A. Cullinan, and the bid was \$331,671.75 or approximately 22% over the engineer's estimate. Since then the engineer has reviewed their estimate versus the bid and noted that there would be additional mobilization costs for this project than normal. After verifying the totals, they now support the bid total.

With construction engineering costs, the total project is estimated and \$414,000. The Pekin Airport has received \$150,000 in federal funding for the last 4 years. This particular project is using the funds from last year and this year to complete the work. In addition, we have some money left over from the last project so this funding will cover \$390,009 of the total. The remainder will be from the State and City with our portion being \$11,996 or \$4,496 over the current budgeted amount of \$7,500 for this work.

In the airport budget there is money set aside annually for maintenance to the facility, the runway, and the taxiway. Since we will be doing the rehab work on the taxiway, there will not be any maintenance performed this year. Therefore the budget will not be impacted in total, but the line item for construction will show an overrun.

Therefore, I am recommending that the agreement with IDOT for the taxiway project be accepted, the paperwork signed, and the funds be forwarded to start the award process.

If you have any questions, please feel free to contact me.

Thanks, Joe



Illinois Department of Transportation

Division of Aeronautics

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

July 19, 2005

Mayor Lyn Howard
City Hall
111 South Capitol St.
Pekin, IL 61554

RE: Pekin Municipal Airport
IL Proj. C15-3434
AIP Proj. 3-17-0078-B8

Dear Mr. Howard:

Enclosed for execution by the City is the original and three (3) copies of the Participation Agreement for the above referenced project. **Please have all copies executed along with your FEIN number and returned to our office.** The description of the project is as follows:

Rehabilitate and Mark the Parallel Taxiway and Connecting Taxiways.

After execution by the State, a fully executed copy will be returned for your files. If there are any questions, feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven J. Long'.

Steven J. Long, P.E.
Acting Chief Engineer

enclosure (4)
c153434trans1

SBG 4303; 4804; 5605
 IL Proj. C15-3434
 AIP Proj. 3-17-0078-B8

PARTICIPATION AGREEMENT

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of Pekin (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Pekin Municipal Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220); and

WHEREAS, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"),

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

DEFINITIONS

A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property

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where improvements have been previously made and funded in whole or in part with funds provided by the Division or the FAA.

B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA or the State of Illinois to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA and the State of Illinois.

C. The word "Project" as used herein means this project which shall be identified as IL Proj. C15-3434, A.I.P. Project 3-17-0078-B8, and described as:

Rehabilitate and Mark the Parallel Taxiway and Connecting Taxiways

D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.

E. The words "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.

F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.

G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA or the State of Illinois to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.

H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the Grant and Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.

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2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

A grant offer from the United States or the State of Illinois has been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$414,000.00

94.21% Federal \$390,009.00

2.90% State \$11,995.00

2.90% Local \$11,996.00

The Municipality specifically agrees that it shall pay the above percentages of all project costs and shall pay such additional project costs which exceed the sum of the Department's funds and Federal funds as are herein committed for this Project.

The Department hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made by the Department in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, the

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surplus shall go to the Federal/Local Fund Account to be used for other airport improvement projects.

4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay said obligation within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 6 hereof.

5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall credit or reimburse to the Municipality any excess funds provided by the Municipality.

RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:

- a. to participate and assist the Municipality in preparing the grant application for this project;
- b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
- c. to let and enter into contracts for the completion of the Project;
- d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
- e. to monitor the progress and performance of the Project work through the Project Coordinator and the Consulting Engineer;
- f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;
- g. to coordinate and conduct semi-final and final inspections;
- h. to obtain contractor and material supplier releases in accordance with State law;

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- i. to review and approve record drawings and to provide copies to the Municipality and the FAA;
 - j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
 - k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
 - l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
 - m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.
7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:
- a. the right to seek specific performance;
 - b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - c. the right to seek reimbursement of all State or federal funds provided for the Project; and
 - d. any other remedy available at law or in equity.
- 8.a. In addition to the remedies set forth in paragraph 6 above, in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.

- b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

- 9. Prior to the Project Completion Date, the Municipality shall:
 - a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Participation Agreement to the FAA when applicable.
 - b. employ a Consulting Engineer who is qualified to provide:
 - 1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
 - 2. materials testing technician(s) approved by the Department;
 - 3. any project reports required by the Department or the FAA; and
 - 4. compliance with Disadvantaged Business Enterprise goals for the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the Department.

c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

10. The Municipality shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.

11. After the Project Completion Date, the Municipality agrees that:

- a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
- b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any grant under the Act in the operation of the airport; and
- c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.

- a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.
- b. If Municipality receives proceeds of \$300,000 or more during its fiscal year in Federal financial assistance from the Department, it shall have an audit made in accordance with Office of Management and Budget Circular A-128 or A-133, whichever is appropriate.
- c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.

13. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any facilities which are the subject of this Project.

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14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by a grant of State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department, that interest shall revert to a public airport entity appointed by the Department.

15. The Municipality covenants to zone (within its powers to do so) the Airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Department to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).

16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).

17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

MISCELLANEOUS PROVISIONS

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.

20. Any grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.

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21. The Municipality and the Department agree that this document constitutes the Grant Agreement required by the "Illinois Grant Funds Recovery Act" (30 ILCS 705). The parties also agree to amend this Agreement if necessary to comply with said statute.

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

23. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.

24. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

25. The Municipality shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.

26. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Steven J. Long, Acting Chief Engineer
Division of Aeronautics
Department of Transportation
One Langhorne Bond Drive, Capital Airport
Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mayor Lyn Howard
City Hall
111 South Capitol St.
Pekin, IL 61554

SPECIAL CONDITIONS

27. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts,

11/1/01

receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement."

28. The Municipality certifies that its' Employee Identification Number is _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

Date _____

By: _____
Director

(SEAL)

City of Pekin
a Municipal Corporation

Attest:

By: _____
City Clerk

By: _____
Mayor

Date: _____

(SEAL)

11/1/01

State Num: C15-3434-0000

Program Year: 2004

Project Status Report**Exhibit 1**

As of 18 Jul 2005 16:12

Page 1

Federal Num: 3-17-SBGP-43, 3-17-SBGP-4804, 3-17-SBGP-56

Airport: PEKIN MUNICIPAL

Fed Status: Pending

State Status: Pending

Description: Rehabilitate and Mark the Parallel Taxiway and Connecting Taxiways

Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Construction	331,671.75	311,800.76	9,935.49	9,935.50	0.00	331,671.75
2	Engineering, preliminary - CM&T	3,500.00	3,325.00	87.50	87.50	0.00	3,500.00
3	Engineering, design - CM&T	29,300.00	27,835.00	732.50	732.50	0.00	29,300.00
4	Engineering, construction - CM&T	10,500.00	9,975.00	262.50	262.50	0.00	10,500.00
6	Engineering, special services - CM&T	1,000.00	950.00	25.00	25.00	0.00	1,000.00
	Design-Environmental Checklist					0.00	
7	Engineering, quality assurance - QA/QC	5,200.00	4,940.00	130.00	130.00	0.00	5,200.00
8	Administrative - Treas, St of IL	3,980.00	3,781.00	99.00	100.00	0.00	3,980.00
5	Force account	18,800.00	17,860.00	470.00	470.00	0.00	18,800.00
	Resident Engineering by City of Pekin						
9	Contingencies - Treas, St of IL	10,048.25	9,542.24	253.01	253.00	0.00	10,048.25
TOTAL ELIGIBLE COSTS		414,000.00	390,009.00	11,995.00	11,996.00	0.00	414,000.00
Reserves (+) / shortfalls (-)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL APPROVED FUNDING		414,000.00	390,009.00	11,995.00	11,996.00	0.00	414,000.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	414,000.00	390,009.00	11,995.00	11,996.00
TOTAL APPROVED FUNDING		414,000.00	390,009.00	11,995.00	11,996.00
Program budget (for information only)		337,756.00	319,770.00	8,993.00	8,993.00

Memo

To: Commissioners
From: Joseph W. Wuellner, Public Works Director
CC: Denny Kief, Ron Sieh, Dave Pagliaro, & Sue McMillan
Date: August 2, 2005
Re: Velde Drive Extension – Developers Agreement

Commissioners,

We have received the cost estimate for the portions of Velde Drive that are included in Marigold Sections 10 & 11 from the developer, Heartland Contractors, Inc. The estimates are based on upgrading Velde Drive from a standard residential street configuration. We have requested this since we anticipate that this street will act as an arterial street connecting Parkway Drive with Route 29. This section will match the existing section of Velde Drive that runs through Whitehurst.

In order to accept this type of traffic load the street will be widened to 40 feet and the pavement section thickened using 6 inches of asphalt on a 10 inch aggregate base. A residential street is usually 32 feet wide with 3 inches of pavement on an 8 inch base. Total project length is 727 feet and the cost for the City's portion is \$52,694.36.

I have reviewed the estimate against the original estimate prepared in 2000 when it was first proposed to do the work. With the increases in materials and labor over the last 5 years, it appears that the costs are appropriate.

Funds for this work are included in the budget.

If you have any questions, please feel free to contact me.

Thanks,

Joe

AGREEMENT FOR STREET CONSTRUCTION AND COST SHARING

THIS AGREEMENT by and between the CITY OF PEKIN (the CITY) and MICHAEL S. HADDEN, President of HEARTLAND CONTRACTORS, INC. (the DEVELOPER), for and in consideration of the obligations set forth herein and other good and valuable consideration, is as follows:

1. Attached hereto and made a part hereof by reference as Exhibit "One" is an estimated cost of construction of the proposed Velde street in MARIGOLD ESTATES PHASE 10 & PHASE 11 at Residential Width as prepared by Austin Engineering Co., Inc., DEVELOPER'S engineering firm.
2. Attached hereto and made a part hereof by reference as Exhibit "Two" is an estimated cost of construction of the proposed Velde street in MARIGOLD ESTATES PHASE 10 & PHASE 11 at Extra Width as prepared by said engineers.
3. DEVELOPER agrees to construct the proposed Velde street in MARIGOLD ESTATES PHASE 10 & PHASE 11 to the Extra Width specifications requested by CITY as set forth on the attached Exhibit "Two".
4. CITY agrees to pay for or reimburse to DEVELOPER at the time of construction the costs incurred by DEVELOPER in the construction of Velde street at Extra Width (as shown on Exhibit Two), which exceed the costs of construction of said street at Residential Width (as shown on Exhibit One); said cost difference being \$52,694.36.

DATED: _____

HEARTLAND CONTRACTORS, INC.

BY: _____

Michael S. Hadden, President

DATED: _____

CITY OF PEKIN

BY: _____

MAYOR

EXHIBIT 1

July 27, 2005 57

Velde at Residential Width

	Begin Sta.	End Sta.	Length (ft)	Width (ft)	Area (sf)	Area (SY)	Additional Depth	Volume (CY)
Marigold Section 10								
Velde Pavement Quantities	50+49.07	53+75.25	326.18	32	10437.8	1160		
Velde Earth Excavation Quantity	50+49.07	53+75.25	* from Computer Generated Data.					1614
Marigold Section 11								
Velde Pavement Quantities	38+79.36	42+80.00	400.64	32	12820.5	1424		
Velde Earth Excavation Quantity	38+79.36	42+80.00	* from Computer Generated Data.					2141
Total Area						2584		
Total Volume								3755

Contract Unit Price Information

Contractor:

P.A. Atherton Construction, Inc., Spring Bay, IL

	Unit Price	Unit	Quantity	Value
Bituminous Concrete Surface Course, Superpave, N50, Mix D, 1.5"	\$4.77	SY	2584	\$12,326.87
Bituminous Concrete Binder Course, Superpave, N50, 1.5"	\$4.68	SY	2584	\$12,094.28
Prime Coat	\$0.64	SY	2584	\$1,653.92
Tack Coat	\$0.35	SY	2584	\$904.49
Aggregate Base Course, Type B, 8"	\$7.00	SY	2584	\$18,089.74
Earth Excavation	\$3.70	CY	3755	\$13,894.66
			TOTAL	\$58,963.96

TOTAL DIFFERENCE TO BE COMPENSATED TO HEARTLAND CONTRACTORS, INC. \$52,694.36

Velde Street Typical Width	40 feet	Edge to Edge
Residential Typical Width	32 feet	Edge to Edge

Velde at Extra Width

Marigold Section 10	Begin Sta.	End Sta.	Length (ft)	Width (ft)	Area (sf)	Area (SY)	Additional Depth	Volume (CY)
Velde Pavement Quantities	50+49.07	53+75.25	326.18	40	13047.2	1450		
Velde Earth Excavation Quantity	50+49.07	53+75.25	* from Computer Generated Data.					2092
Marigold Section 11								
Velde Pavement Quantities	38+79.36	42+80.00	400.64	40	16025.6	1781		
Velde Earth Excavation Quantity	38+79.36	42+80.00	* from Computer Generated Data.					2776
Total Area								
Total Volume						3230		4868

Contract Unit Price Information

Contractor: P.A. Atherton Construction, Inc., Spring Bay, IL

	Unit Price	Unit	Quantity	Value
Bituminous Concrete Surface Course, Superpave, N50, Mix D, 2"	\$6.60	SY	3230	\$21,320.05
Bituminous Concrete Binder Course, Superpave, N50, 4"	\$12.65	SY	3230	\$40,863.44
Prime Coat	\$0.84	SY	3230	\$2,067.40
Tack Coat	\$0.35	SY	3230	\$1,130.61
Aggregate Base Course, Type B, 10"	\$8.75	SY	3230	\$28,265.22
Earth Excavation	\$3.70	CY	4868	\$18,011.60
			TOTAL	\$111,658.32

ORDINANCE NO. 2441**AN ORDINANCE AMENDING TITLE 6, CHAPTER 8A,
SECTION 7 OF THE CODE OF THE CITY OF PEKIN 1995
FOR THE PURPOSE OF ADDING A NEW SECTION 1
WHICH IMPOSES FEES FOR FIRE FIGHTING SERVICES
PROVIDED TO NON-RESIDENTS**

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

WHEREAS, it is in the best interests of the citizens of the City of Pekin that the City bill non-residents of the City for certain fire services rendered by the City's Fire Department; and

WHEREAS, the fees hereinafter set forth will not cause any individual to be denied emergency services; and

WHEREAS, the fees hereinafter set forth are fair and reasonable for the services performed and commensurate with the expenses incurred by the City in connection with the provision of those services; and

WHEREAS, residents of the City, both individuals and businesses, pay taxes sufficient to provide for their fair share of emergency services.

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

SECTION I. Title 6, Chapter 8A, Section 7 of the Pekin City Code is hereby amended by the addition thereto of a new Section 1, which shall read as follows:

“6-8A-7-1. Fees for Services:

A. Vehicle Fires. When emergency response services are rendered by the City of Pekin Fire Department for a fire in a vehicle owned by any person, business or other entity who is not a resident of the City of Pekin, Illinois, there shall be a charge for fire protection services to the owner of the vehicle of \$250.00.

B. Extrication from Vehicles. When emergency response services are rendered by the City of Pekin Fire Department for extrication of any person who is not a resident of the City of Pekin, Illinois, from any vehicle and the owner of the vehicle is a person, business or other entity who is not a resident of the City of Pekin, Illinois, there shall be a charge for extrication services of \$250.00. The person extricated and the owner of the vehicle shall be jointly liable for the amount due.”

C. Effective Date of Fees. Charges for services shall be effective September 1, 2005

SECTION II. That all other parts of the Code of the City of Pekin 1995 as amended, except as modified herein, are hereby reaffirmed and ratified and are in full force and effect.

SECTION III. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV. That this Ordinance shall be in full force upon its passage, approval, publication as required by law.

PASSED AND APPROVED by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE A. FIRE DEPARTMENT

SECTION:

- 6-8A-1: Composition of Department
- 6-8A-2: Fire Chief; Deputy Fire Chief
- 6-8A-2-1: Office; Appointment
- 6-8A-2-2: Duties
- 6-8A-3: Commands
- 6-8A-4: Powers and Functions
- 6-8A-5: Rules and Regulations of Department
- 6-8A-6: Members of Department
- 6-8A-6-1: Applications and Appointments
- 6-8A-6-2: Number of Members
- 6-8A-6-3: Manner of Establishing Rank
- 6-8A-6-4: Residency Requirements
- 6-8A-6-5: Fire Protection Training
- 6-8A-7: Fires
- 6-8A-7-1: Fees for Fire Fighting Services provide to Non Residents
- 6-8A-8: Powerton Fire Protection Agreement; Intergovernmental Agreement

6-8A-1: **COMPOSITION OF DEPARTMENT:** There is hereby created the Fire Department, a department of the City. The Fire Department shall consist of the Chief, who shall be the Chief of the Department, and such other members as may be determined from time to time by the City Council.

6-8A-2: **FIRE CHIEF; DEPUTY FIRE CHIEFS:**

6-8A-2-1: **OFFICE; APPOINTMENT:**

- A. There is hereby created the Office of Fire Chief, an office of the City.
- B. The Fire Chief shall be appointed by the Manager.
- C. In the event of a resignation, dismissal not for disciplinary reasons, or the failure to be reappointed, such Fire Chief shall have the right, at his option, to return to the position which the said Chief held prior to his appointment as such Fire Chief, with credit towards seniority for his time served as Fire Chief. The right to return to such prior rank shall be absolute without any regard to whether a vacancy then exists in such rank.

6-8A-7: FIRES:

- A. Spectators: It shall be the duty of all spectators at fires to obey the orders of the members of the Fire Department on duty there with respect to keeping away from the scene of the fire or the handling or interference with the apparatus of the Department.
- B. Property at Fires: The members of the Fire Department shall have charge of property removed from the scene of a fire by them to avoid loss or damage, until the same is turned over to the owner or agent of the owner thereof.
- C. Causes of Fires: It shall be the duty of the Chief of the Fire Department to investigate or cause to have investigated the cause of any accidental or destructive fire occurring in the City, and in case there is reason to suspect that there was any criminal act or violation of a City ordinance in connection therewith, he shall report the same to the appropriate law enforcement agency and/or code enforcement official.

6-8A-7-1: FEES FOR FIRE FIGHTING SERVICES PROVIDED TO NON-RESIDENTS:

- A. Vehicle Fires. When emergency response services are rendered by the City of Pekin Fire Department for a fire in a vehicle owned by any person, business or other entity who is not a resident of the City of Pekin, Illinois, there shall be a charge for fire protection services to the owner of the vehicle of \$250.00.
- B. Extrication from Vehicles. When emergency response services are rendered by the City of Pekin Fire Department for extrication of any person who is not a resident of the City of Pekin, Illinois, from any vehicle and the owner of the vehicle is a person, business or other entity who is not a resident of the City of Pekin, Illinois, there shall be a charge for extrication services of \$250.00. The person extricated and the owner of the vehicle shall be jointly liable for the amount due.
- C. Effective Date of Fees. Charges for services shall be effective September 1, 2005.

SITE LEASE WITH OPTION AGREEMENT

THIS SITE LEASE WITH OPTION AGREEMENT (the "Lease"), made this _____ day of _____, 2005, by and between the **City of Pekin**, an Illinois Home Rule Municipal Corporation, ("Lessor"), and VoiceStream GSM I Operating Company, LLC, A Delaware Limited Liability Company, ("Lessee").

Definitions: As used herein the following terms shall have the respective meanings ascribed to them below:

"Antenna Facilities" shall mean all structures and equipment owned by Lessee to be used on the Premises and the frequencies of operation of such equipment as are set forth in detail in Exhibit A. Antenna Facilities shall not include equipment, structures or personalty owned by Lessor.

"Premises" shall mean the ground area and the tower area. Notwithstanding anything to the contrary, the Premises shall be limited to the actual location of Lessee's antennas, mounts and cabling.

"Manager" shall mean City of Pekin

"Property" shall mean all the ground located under and to the Premises which is either owned or controlled by Lessor and which is described in Exhibit B attached hereto.

1. Lease of Premises. Subject to the terms and conditions of this Lease and the provisions of Division 76 of Article II of the Illinois Municipal Code (65 ILCS 11-76-1 et seq), Lessor hereby leases to Lessee on a non-exclusive basis a portion of the real property ("the Premises") described in the attached Exhibit A together with a non-exclusive easement over and across Lessor's property described in the attached Exhibit B ("the Property") benefitting the Premises for ingress and egress and the installation of utilities serving the Premises and improvements thereon.

2. Term. a. The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on December 1st, 2005 ("Commencement Date"). The initial term of this Lease shall expire at Midnight, November 30 2010.

b. Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms (each being a "Renewal Term"). Lessee's lease of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the amount of the Lease Fee shall be as provided in Section 3 below. This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least sixty (60) days prior to the end of the Initial Term or any

Renewal Term.

c. If Lessee shall remain in possession of the Premises at the expiration of the initial term of this Lease or any Renewal Term without a written Lease, such use shall be deemed a month to month use under the same terms and conditions of this Lease except that the Lease Fees shall be in the amount of 150% of the greater of the Lease Fees in effect at the expiration of this Lease or the fair market lease fee for the Premises if used in a similar manner. Nothing contained herein shall grant Lessee the right to holdover after the term of this Lease has expired.

3. Lease Fees. a. From and after the Commencement Date, Lessee shall pay Lessor Eight Hundred Dollars (\$800.00) per month ("Lease Fees"); provided, however, that the Lease Fees shall increase annually during the initial and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to fifteen percent (15%) per term above the amount of the Lease Fees in effect immediately prior to such increase. The Lease Fees shall be payable monthly in advance without demand, offset, abatement, diminution or reduction, to Lessor, at Lessor's address specified below or any other person or firm as Lessor may, from time to time, designate in writing at least sixty (60) days in advance of any Lease Fees payment date. If the Initial Term commences on a date other than the first day of a month, the Lease Fee shall be prorated for that first month. If, at any time, Lessee fails to make timely payment when due of the Lease Fee, interest shall accrue on the past due amount at the maximum rate allowable by law until paid in full. This right is in addition to all rights of Lessor pursuant to Section 16 below. All sums payable by Lessee under this Lease, whether or not stated to be lease fees or additional lease fees, shall be collectible by Lessor as lease fees and upon default in payment thereof Lessor shall have the same rights and remedies as for failure to pay lease fees (without prejudice to any other right or remedy available therefor). The City will be permitted to utilize the tower for its own communication equipment without being required to pay any rent to Lessee.

b. Tenant shall sublease the Premises, upon written notice to Landlord and contingent on any sublessee obtaining approval and a separate ground lease from Landlord.

4. Permitted Use. The Premises may be used for (i) The transmission and reception of communications signals within or utilizing the frequency band (1850 to 1980 MHz) provided further that such frequency or frequencies is within those for which Lessee, or any entity which controls, is controlled by or is under common control with Lessee, is duly leased by the Federal Communications Commission, and (ii) the construction, alteration, maintenance, repair, replacement and relocation of an approved support structure and related antennas, equipment, cables and facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Lessee's duties on non-interference set forth herein.

5. Due Diligence Period. From and after the date of this Lease through and including the date which is ninety (90) days after the date of this Lease (the "Due Diligence Period"), Lessee and its agents, engineers, contractors and other representatives shall have the right, at Lessee's

sole cost and expense and upon reasonable notice to Lessor, to enter upon the Property to inspect, examine, sample and conduct all engineering tests or studies of the Property which are necessary (i) to determine the feasibility or suitability of the Property for Lessee's Permitted Use, (ii) to apply for and obtain all applicable leases and permits required by governmental or regulatory entities for Lessee's Permitted Use of the Premises ("Governmental Approval:), and (iii) to determine Lessor's title to the Property. Lessee, at its own cost and expense, (1) shall repair any damage caused by such examination or inspection and restore the Property to its condition prior to such testing, and (2) shall provide Lessor with an insurance certificate, with limits of coverage and from an insurer leased to do business in the state and reasonably satisfactory to Lessor, naming the Lessor as an additional insured for any loss, damage, claims or liability suffered by Lessor or to any portion of the Property resulting from any of the activities permitted in this Section 5 (such insurance certificate to be provided to Lessor prior to the commencement of any such activities). If, in the sole and absolute opinion of Lessee, the Premises are not suitable for Lessee's intended use, or Lessee determines that the operation of a communications facility on or within the Premises would not be in Lessee's best interest, Lessee shall have the right at any time prior to the expiration of the Due Diligence Period to terminate this Lease by sending written notice of termination to Lessor. Thereafter, neither Lessor nor Lessee shall have any further obligation or liability under this Lease except that Lessee shall indemnify and hold Lessor harmless from all expenses, costs, damages, loss, claims or other expenses or liabilities arising from any activities on the Premises by Lessee and its agents, engineers, contractors and other representatives during the Due Diligence Period.

6. Installation and Maintenance. Lessee shall install, construct and maintain the Antenna Facilities on the Premises at its sole cost and expense in compliance with approved plans and the installation and maintenance criteria listed on the attached Exhibit D. Lessee's antenna facilities shall be installed in accord with the approved plans and specifications to be attached as Exhibit E.

7. Access. Lessee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Lessee or persons under their direct supervision. All access to the Premises by Lessee shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property of which Lessor shall inform Lessee in writing. In the event Lessee requires access to the Premises outside of Lessor's normal business hours (7:00 a.m. to 5:00 p.m. - Monday through Friday), Lessee will be responsible for any reasonable out-of-pocket costs incurred by Lessor in providing such access to the Premises.

8. Interference. Lessor and Lessee shall at all times exercise the greatest care and judgment to prevent damage to the services of the other. Lessee will cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of Lessor or others using Lessor's property as of the date of execution of this Lease Agreement. The Lessee agrees that the Lessee's equipment, its installation, operation and maintenance will

not interfere with the operation of the Lessor's radio equipment on the Premises. Lessee further agrees that it will supply Lessor with a twenty-four (24) hour phone number and contact person, so that in the event that the Lessee's equipment interferes with the proper operation of emergency communications, the Lessee will be notified. Upon notification of said interference by Lessor, Lessee will either cure the interference or disable its equipment within a two (2) hour period of time. Lessor and Lessee will then exercise their best efforts to diligently resolve such problems. In the event Lessee is unsuccessful in its efforts to repair the problem after a reasonable period of time (but not more than 120 days), Lessor may terminate this Lease without further liability to Lessee.

9. Assignment. Lessee may assign or sublease this Lease and its other rights hereunder (including, without limiting its right to renew) to any person or business entity which is an "affiliate" of Lessee without the prior consent of Lessor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Lessee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Lessee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Lessee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Lessee, or (v) an entity which purchases substantially all of the assets of Lessee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Lessee. Lessee may not otherwise assign or sublease this Lease without the prior written consent of Lessor which shall not be unreasonably withheld.

10. Taxes and Assessments. Lessee shall pay any and all increased ad valorem and persona; property taxes, assessments, charges, fees, or leases levied upon the Property and the Premises as a result of Lessee's use thereof.

11. Insurance. Lessee shall at Lessee's sole cost and expense, procure and continue in force during the term of this Lease, including any Renewal Term the Insurance Policies listed on Exhibit C hereto with the policy limits stated thereon.

12. Release and Hold Harmless. a. Lessee hereby releases Lessor and its respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Lessee for any such damage or loss to the extent Lessee is compensated or would have been compensated by the insurance which Lessee is obligated to maintain pursuant to Section 11.

b. Lessee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Lease, or during any period of

time prior to the Commencement Date hereof or after the expiration date hereof when Lessee may have been given access to or possession of all or any part of the Premises arising from:

- (i) any work or act done in, on or about the Premises or any part thereof, including the installation, use, maintenance, repair or removal of the Antenna facilities, at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, lessees or invitees, except if such work or act is done or performed by Lessor or its agents or employee;
- (ii) any negligence or other wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sublessees, lessees or invitees;
- (iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Lessor, its employees or agents; and
- (iv) any failure on the part of Lessee to perform or comply with any of the covenants, Leases, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

13. Waiver of Subrogation. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation. This Section 13 shall survive the expiration or earlier termination of this Lease.

14. Removal of the Antenna Facilities Upon termination. Following any termination or expiration of this Lease, Lessee shall remove all of the Antenna Facilities. In performing such removal, Lessee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the Antenna facilities, reasonable wear and tear excepted. If Lessee fails to remove such Antenna facilities within thirty (30) days after expiration or earlier termination of this Lease, Lessor may remove and dispose of the Antenna facilities and Lessee shall reimburse Lessor for the costs of such removal and restoration of the Premises. Moreover, Lessor may deem the Antenna Facilities abandoned in which event the Antenna Facilities shall become Lessor's property. Notwithstanding anything herein to the contrary, Lessee shall not remove the Antenna Tower at any time during the term of this Lease without Lessor's prior written approval and Lessee shall offer to transfer title to the Antenna Tower to Lessor for Ten Dollars (\$10.00) upon the expiration or earlier termination of this Lease.

15. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of

any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Lessor represents, warrants and agrees (1) that to Lessor's best knowledge, neither Lessor nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed herein, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents, sub-lessees, assignees and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or Lease contained in this paragraph. In addition, Lessor shall defend, indemnify and hold harmless Lessee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Lessee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this Lease.

16. Event of Default. It shall be an "Event of Default" if any one or more of the following events shall occur:

a. Lessee shall default in the payment when due of any Lease Fees or other sum of money specified hereunder to be paid by Lessee, and Lessee does not remedy such default within ten (10) days after written notice thereof from Lessor; or

b. Lessee shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be performed or observed by Lessee other than specified in (a) above and the interference provision herein and Lessee does not remedy such default within thirty (30) days after written notice thereof or, if such default cannot be remedied in such period, Lessee does not commence such efforts to remedy the default within thirty (30) days after such notice and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

c. Upon the occurrence of an Event of Default, Lessor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(i) upon ten (10) days' notice to Lessee, declare to be immediately due and payable, without regard to any early termination of such term on account of an Event of Default or other right to terminate this Lease, a sum equal to all Lease Fees and other charges, payments, costs and expenses due from Lessee to Lessor

and in arrears at the time of the Event of Default.

(ii) whether or not Lessor has elected to recover sum set forth in (i) above, terminate this Lease on at least thirty (30) days' notice to Lessee and, on the date specified in such notice, this Lease and the term hereby demised and all rights of Lessee hereunder shall expire and terminate and Lessee shall thereupon quit and surrender possession of the Demised Premises to Lessor in the condition elsewhere herein required and Lessee shall remain liable to Lessor as herein provided.

d. In the event Lessor shall fail to keep or perform any of the terms, conditions or covenants contained in this Lease to be performed or observed by Lessor, and Lessor does not remedy such failure within thirty (30) days after written notice thereof is given to Lessor, Lessee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

e. Notwithstanding anything in this Lease to the contrary, each of Lessee and Lessor hereby waives any claim that they may have against the other party with respect to any consequential damage or lost profits.

17. Termination by Lessee. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) immediately if Lessee notifies Lessor of unacceptable results of any title report, environmental or soil tests prior to Lessee's installation of the Antenna Facilities on the Premises, or if Lessee is unable to obtain or maintain (including without limitation an FCC license) permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Lessee's business;

(b) upon ninety (90) days' written notice by Lessee if the Property, or the Antenna Facilities are, or become unacceptable under Lessee's design or engineering specifications for its Antenna facilities or the communications system to which the Antenna Facilities belong.

18. Utilities. Lessee shall contract directly with the local utility company to install a separate utility meter(s) for its utility service (s) and Lessee shall pay all costs related to such installation(s) and utility service(s) including extension of utility lines if required.

19. Casualty and Condemnation. If at any time during the term of this Lease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Lessee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Lessee may terminate this Lease by providing written notice to Lessor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon

Lessee shall be entitled to collect all of its own insurance proceeds payable on account thereof but Lessee shall not be entitled to any refund of any prepaid Lease Fee.

If at any time during the term of this Lease all or “substantially all” (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Lessee’s Permitted Use in a commercially reasonable manner) of the Premises or the Premises and improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Lessee may terminate this Lease by providing written notice to Lessor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Lease Fees shall be apportioned as of said date and reimbursed to Lessee. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, this Lease shall continue and each of Lessor and Lessee shall be entitled to pursue their own separate awards with respect to such taking.

20. Title, Authority and Quiet Enjoyment. Lessor covenants and warrants that (i) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with the Lessee’s Permitted Use of the Premises; (ii) it has full right, power and authority to execute this Lease and has the power to grant the rights hereunder; (iii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other Lease binding on Lessor; and (iv) Lessee shall have the quiet enjoyment of the Premises, and Lessee shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

21. Mortgage Subordination. This Lease is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Lessee shall execute, within fifteen (15) days after request, any certificate that Lessor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case, this Lease shall continue in full force and effect at the option of the party holding the superior lien and Lessee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

22. Waiver of Lessor’s Lien. (Lessor) acknowledges and agrees that, notwithstanding anything to the contrary contained in this (Lease):

- (a) (Lessee) shall be permitted to pledge, mortgage, hypothecate or otherwise

grant a lien, security interest or collateral assignment (whether pursuant to a security agreement, deed of trust, collateral assignment, mortgage or other instrument) (a "Lien") in and to all right, title and interest of (Lessee) in and to this (Lease), including, without limitation, the right to occupy the (Premises) pursuant to the terms hereof.

(b) Lender shall be permitted to foreclose upon any such Lien (or accept an assignment in lieu of foreclosure) and transfer and assign all right, title and interest of (Lessee) in and to this (Lease) pursuant to or subsequent to such foreclosure and, in the event of any such foreclosure, transfer or assignment, and provided Lender or its successor-in-interest expressly assumes in writing and agrees to perform each of (Lessee's) covenants, duties and obligations which will arise and accrue from and after the date of such foreclosure, transfer or assignment, (Lessor) agrees that it will recognize Lender or its successor-in-interest as the successor-in-interest to (Lessee) under this (Lease) as if Lender or its successor-in-interest (as applicable) were (Lessee) under this (Lease).

(c) Within ten (10) business days after written request by Lessee, Lessor will execute and deliver in favor of Lender an estoppel certificate or other instrument in form reasonably acceptable to (Lessor) and such Lender pursuant to which (Lessor) will (i) confirm the existence, validity and binding effect of this (Lease), (ii) confirm that (Lessor) is the owner and holder of this (Lease), (iii) confirm that, to (Lessor's) current, actual knowledge, no monetary default and no other default has occurred under the terms of this (Lease) (or specifying any defaults and no other default has occurred, which are continuing and of which (Lessor) is currently, actually aware), (iv) agree to provide Lender a copy of any notice of default delivered to (Lessee) hereunder, and (v) agree that, prior to any termination of this (Lease) as a result of a default of (Lessee) hereunder, (Lessor) will provide written notice of such default to Lender at its principal office in T-Mobile 12920 E. 38th St. Bellevue and afford Lender a period of not less than 30 days within which to cure such default. *WA 98006 - w/ a copy to: T-Mobile 8530 W. Brynmawr Chicago, IL 60631*

(d) (Lessor) hereby agrees that all property of (Lessee) now or hereafter located on the (Premises) shall be and remain personal property of (Lessee) notwithstanding the manner in which such property shall be attached or affixed to the (Premises). (Lessor) hereby further agrees that, notwithstanding the order of perfection or priority of any security interest or lien under applicable law, any security interest or lien for rent or similar charges or other indebtedness, liabilities or obligations owing to (Lessor) under or in connection with the (Lease), whether arising by operation of law or otherwise, whether now existing or hereafter arising, and each and every right which (Lessor) now has or hereafter may have either to levy or distrain upon any property of (Lessee) or any interest therein ("Lender's Collateral") or to claim or assert title to Lender's Collateral or make any other claim against Lender's Collateral, whether under the (Lease) or the laws of the State in which the (Premises) are located or under any deed of trust, mortgage or other lien document now in effect whether by reason of a default under the (Lease) or otherwise expressly is hereby made and shall be subject and subordinate in every respect to any security interest or lien or other right, title or interest of Lender in Lender's Collateral, no matter when acquired, and shall further be subject and subordinate to all of the terms, provisions

and conditions of any loan or security document in favor of Lender. Lender and its agents and legal representatives, without any liability or accountability whatsoever to (Lessor) (except for damages, if any, to the (Premises) caused thereby and the obligation pay rental, both as provided hereinbelow), (a) may remove any or all of Lender's Collateral located at the (Premises) from the (Premises) (i) whenever Lender, in its sole discretion, believes such removal is necessary to protect Lender's interests in Lender's Collateral or (ii) whenever Lender shall seek to sell or foreclose upon Lender's Collateral; and (b) shall have access to the (Premises) and Lender's Collateral at all times. (Lessor) grants to Lender a license to enter onto the (Premises) and consents and agrees that the Lender and/or its representatives or agents may at any time enter onto the (Premises) to inspect Lender's Collateral, to take possession of Lender's Collateral and to remove any or all of Lender's Collateral from the (Premises) or exhibit for sale and/or conduct one or more sales of Lender's Collateral on the (Premises), and (Lessor) will not in any manner hinder, interfere or prevent any of the foregoing. Lender agrees to repair any damage caused by Lender or its agents or representatives as a direct result of any such removal of Lender's Collateral from the (Premises) by Lender or its agents or representatives. During any possession and occupancy of the (Premises) by Lender, Lender's obligation to (Lessor) shall include only the obligation to pay the rental that accrues during such period of possession and occupancy if and to the extent that (Lessee) has not paid such rental. Lender shall have not obligation to cure any defaults of (Lessee) under the (Lease). If at any time, from time to time, (Lessor) ever comes into possession or control of any proceeds of any of Lender's Collateral such proceeds shall be held by (Lessor) for the benefit of Lender, to the extent of its interest therein, and the same shall forthwith be paid and delivered to Lender.

(e) All terms and provisions of clauses (a), (b), and (d) preceding shall inure to the benefit of Lender. (Lessor) shall, upon request by (Lessee), deliver to Lender a subordination agreement executed by (Lessor) consistent with clause (d) and otherwise in a form reasonably acceptable to Lender pursuant to which (Lessor) subordinates any security interest or lien held by (Lessor) in any personal property of (Lessee) located on the (Premises) to any security interest or lien then held by Lender."

23. Notices. All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested or sent by overnight courier to the following addresses:

If to Lessor, to:

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

And if to Lessee, to:

VoiceStream GSM I Operating Company, LLC
 c/o T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: PCS Lease Administrator
 With a copy to: Attn: Legal Dept.

With copies to:

VoiceStream GSM I Operating Company, LLC
 c/o T-Mobile USA, Inc.
 8550 W. Bryn Mawr
 Chicago IL 60631
 Attn: Market Director

and

VoiceStream GSM I Operating Company, LLC
 c/o T-Mobile USA, Inc.
 8550 W. Bryn Mawr
 Chicago IL 60631
 Attn: Lease Administration Manager

Notices will be deemed to have been given upon either receipt or rejection, unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

24. Marking and Lighting requirements. Lessee shall construct, install and maintain the Antenna Facilities at the Premises in compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commissions ("FCC"). Lessee shall hold harmless Lessor against any penalty or citation resulting from Lessee's failure to maintain required lighting.

25. Successors and Assigns. This Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

26. Miscellaneous.

a. For the purpose of providing constructive notice hereof, Lessor and Lessee hereby agree to execute a Memorandum of Lease in recordable form and Lessee shall have same recorded in the land records of the appropriate county and state.

b. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

c. Failure of Lessor to insist on strict performance of any of the conditions or provisions of this Lease, or to exercise any of Lessor's rights hereunder, shall not waive such rights.

d. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

e. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other Leases. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

LESSOR: City of Pekin

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEDERAL TAX I.D. NO.: _____

**LESSEE: VoiceStream GSM I Operating Company,
LLC**

BY: Deborah M. Barrett

NAME: DEBORAH M. BARRETT

TITLE: DIRECTOR OF DEVELOPMENT + OPERATIONS

DATE: _____

APPROVED as to form
Michael A. Sievertson

Michael A. Sievertson

Exhibit A

See Attached

SITE DIRECTIONS

FROM T-MOBILE OFFICE: TAKE I-294 SOUTH TO 74 WEST TO 474 WEST EXIT 29 SOUTH. MAKE A LEFT AT LIGHT, FOLLOW 29 SOUTH/ RIGHT ON ANN ELIZA ST. LEFT ON 29 SOUTH, 2ND ST. RIGHT ON FAJETTE ST. LEFT ON FRONT ST/ WATER ST. SITE ON LEFT HAND.

VICINITY MAP

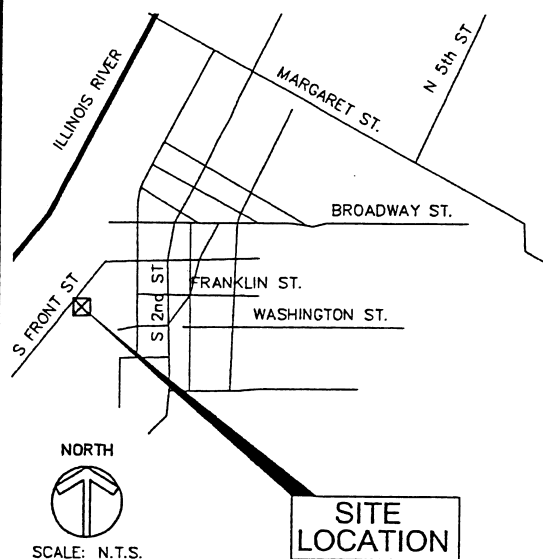


Exhibit B

T-Mobile®

SITE NAME
PEKIN WATER DEPT.

SITE NUMBER
CH39-256B

SITE ADDRESS
606 FRONT ST
PEKIN, IL 61554

PROJECT TYPE
(6) NEW ANTENNAE MOUNTED ON NEW
MONOPOLE AND (1) BTS CABINETS
LOCATED ON GRADE

GEOGRAPHIC COORDINATES
(NAD 83)

LATITUDE: 40° 33' 54.8" N
LONGITUDE: 89° 39' 26.2" W

REVIEWED BY:

PROPERTY OWNER OR REP. RF

ZONING NETWORK

CONSTRUCTION CONTRACTOR

OPERATIONS SITE ACQUISITION

SHEET INDEX

		REV.
T-1	TITLE SHEET	1
N-1	GENERAL NOTES	1
N-2	GENERAL NOTES	1
N-3	GENERAL NOTES	1
N-4	GENERAL NOTES	1
PS	PLAT OF SURVEY	1
C-1	OVERALL PLAN	1
C-2	DETAILED PLAN	1
C-3	ELEVATIONS	1
C-4	ANT. & COAX DETAILS	1
C-5	MISC. DETAILS	1
C-6	MISC. DETAILS	1
E-1	ELECTRICAL PLAN	1
E-2	ELECTRICAL DETAILS	1
E-3	GROUNDING PLAN	1
E-4	ELECTRICAL DETAILS	1

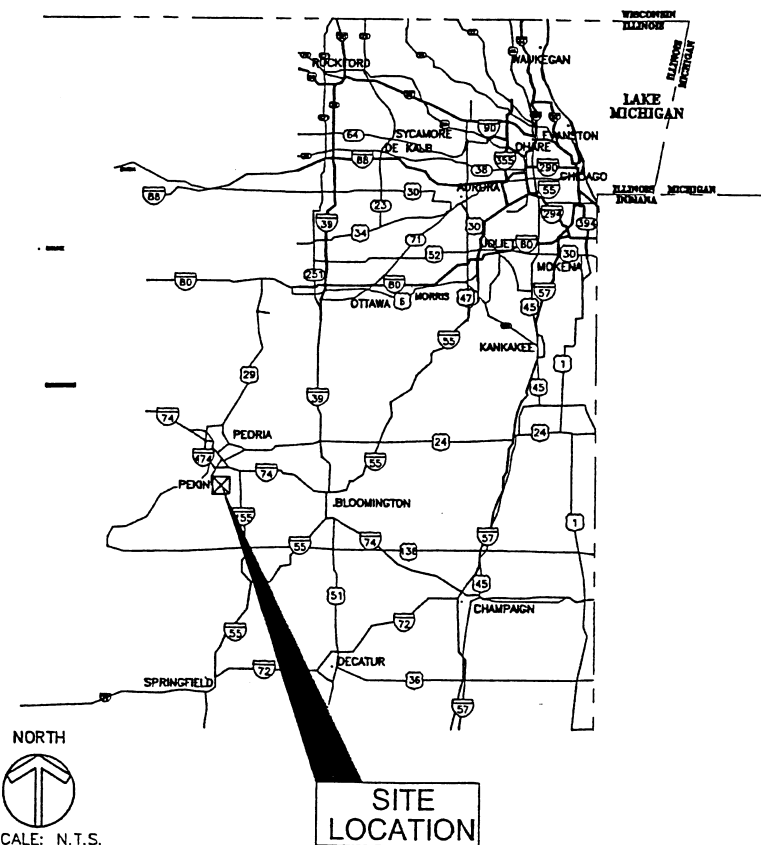
T-Mobile®

8550 WEST BRYN MAWR AVE., 1ST FLOOR
CHICAGO, IL 60631
PHONE: 773-444-5000
FAX: 773-444-5500

KCS CORPORATION
CONSULTING ENGINEERS
1240 REMINGTON RD., SUITE G
SCHAMBURG, IL 60173
PHONE: 847-490-8200
FAX: 847-490-8220
www.kscorp.com

DATE	11/11/03	11/18/03		
REVISIONS				
ISSUED FOR REVIEW				
ISSUED FOR CONSTRUCTION				

SITE LOCATION



PROJECT SUMMARY

SITE INFORMATION

JURISDICTION: CITY OF PEKIN
ZONING: INDUSTRIAL 2
BUILDING CODE: BOCA 1999
ELECTRICAL CODE: NEC 1999
CONSTRUCTION TYPE: RAW-LAND MONOPOLE

LANDLORD

COMPANY: CITY OF PEKIN
CONTACT NAME: RONALD SIEH
PHONE: (309) 477-2315
ADDRESS: 111 S. CAPITOL ST
PEKIN, IL 61554

APPLICANT

VOICESTREAM GSM I
OPERATING COMPANY L.L.C.
8550 WEST BRYN MAWR AVE.
1ST. FLOOR
CHICAGO, IL 60631
PHONE: 773-444-5400
FAX: 773-444-5521

HANDICAP ACCESS REQUIREMENTS
SITE IS UNOCCUPIED AND NOT FOR HUMAN
HABITATION. HANDICAP ACCESS NOT
REQUIRED.

CONSULTANTS

PRIME CONSULTANT

KCS CORPORATION
1340 REMINGTON RD., SUITE G
SCHAMBURG, IL 60173
CONTACT: MIKE SETHI
PHONE: 847-490-8200
E-MAIL: info@kscorp.com

SURVEYOR

KENNETH E. SCHRADER
AND ASSOCIATES LTD.
400 N. HENDERSON ST.
GALESBURG, IL 61401
PH. (309) 343-9917
FAX (309) 343-9997

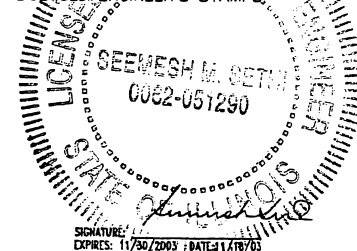
UTILITIES

CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-800-892-0123 OR LOCAL UTILITY LOCATING SERVICE AT LEAST
48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR THE EXACT LOCATION OF EXIST. UTILITIES.

POWER: CILCO

TELEPHONE: VERIZON

LICENSED ENGINEER'S STAMPS



TITLE SHEET

PEKIN WATER DEPT.

CH39-256B

606 FRONT ST.
PEKIN, IL 61554

THIS DRAWING IS COPYRIGHTED
AND IS THE SOLE PROPERTY OF
THE OWNER. IT IS PRODUCED
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AND ITS AFFILIATES. REPRODUCTION
OR USE OF THIS DRAWING AND/
OR THE INFORMATION CONTAINED
IN IT IS FORBIDDEN WITHOUT THE
WRITTEN PERMISSION OF THE
OWNER.

DRAWN BY:
VD

CHECKED BY:
MS

DRAWING NAME
256B-T1

SHEET No.

T-1

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
- NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
- SEE MASTER CONSTRUCTION SERVICES AGREEMENT FOR ADD'L DETAILS.

1.4 STORAGE

ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 - IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.
- INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
 - REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 - REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE OWNER WITHIN 72 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- GENERAL NOTES, CIVIL, STRUCTURAL, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK; THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
- ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

1.9 PRODUCTS AND SUBSTITUTIONS

- SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
 - SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.
- 1.10 QUALITY ASSURANCE
- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:
 - EIA/TIA- 222 - F BUILDING OFFICIALS AND CODE ADMINISTRATORS BOCA NATIONAL BUILDING CODE, 1999
 - NATIONAL ELECTRIC CODE, 1999
 - UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC), MANUAL OF STEEL CONSTRUCTION ASD, NINTH ED. LIFE SAFETY CODE NFPA - 101-1997

1.11 ADMINISTRATION

- BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
- SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
- PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.

- DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL SAFETY REQUIREMENTS IN THEIR AGREEMENT.
- PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
- COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

1.12 INSURANCE AND BONDS

- CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 - SITE WORK AND DRAINAGE

02000 EARTHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

- WORK INCLUDED: REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

- CONSTRUCTION FOR EQUIPMENT PLATFORM AND FOUNDATION
- INSTALLATION OF ANTENNA SUPPORT SYSTEM

1.3 DESCRIPTIONS

- ACCESS ROAD, TURNAROUND AREAS, AND SITE WORK, AS REQUIRED, SHALL BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

1.4 QUALITY ASSURANCE

- VEGETATION & LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.5 SEQUENCING

- CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- GRUB THE COMPLETE ROAD AND SITE AREA AS REQUIRED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
- CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.
- THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
- IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.
- REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.6 SUBMITTALS

- BEFORE CONSTRUCTION

- FOR LANDSCAPING REFER TO THE SITE PLAN AND DETAILS AND PROVIDE A LANDSCAPING PLAN WITH COST ESTIMATE, (IF REQUIRED)

- SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL.

B. AFTER CONSTRUCTION

- LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

- IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 PRODUCTS

2.1 MATERIALS

- ROAD AND SITE MATERIALS (AS REQUIRED): FILL MATERIAL ACCEPTABLE. SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATION.
- SOIL STABILIZER FABRIC SHALL BE MIRAFI - 500X.
- NON-STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI BREAKING STRENGTH AT 28 DAYS. COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

2.2 EQUIPMENT

- COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS WEIGHING AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVER, HAND HELD TAMPERS.

PART 3 EXCAVATION

- INSPECTIONS: LOCAL BUILDING INSPECTION SHALL BE NOTIFIED NO LESS THAN 48 HRS. IN ADVANCE OF CONCRETE POURS.

3.2 SITE PREPARATION(AS REQUIRED)

- CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
- PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 95% STANDARD PROCTOR.
- WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

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PART 3 EXCAVATION (CONTINUED)**3.3 INSTALLATION (AS REQUIRED)**

- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED WITH THE SOIL RESULTING FROM EXCAVATING THE FOUNDATIONS (PROVIDE EVEN DISTRIBUTION). THE ELEVATIONS ARE TO BE CALCULATED FROM THE RESULTING GRADE.
- B. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNERS LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
- C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
- F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. PLACE FILL OR STONE IN SIX INCHES MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
- H. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- I. RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2:1.
- J. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
- K. RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- L. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE, SWALES, NOT OTHERWISE RIPRAPPED.
- M. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF DESIGNS OR ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY, IN WRITING.
- N. IF DITCH LIES WITH SLOPES GREATER THAN TEN PERCENT, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CULVERT ENTRANCE.
- O. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- P. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- Q. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.4 FIELD QUALITY CONTROL

- A. COMPACTION SHALL BE 90% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.

3.5 PROTECTION

- A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO 2 INCHES X 2 INCHES X 4 FEET STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

02830 FENCE (IF REQUIRED)**PART 1 - GENERAL**

- 1.1 WORK INCLUDED: REFER TO THE SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.
- 1.2 RELATED WORK
- A. COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.
- B. REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT
- 1.3 QUALITY ASSURANCE
- A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL BE NOT LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.8 OUNCES PER SQUARE FOOT.
- 1.4 SEQUENCING
- A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.
- 1.5 SUBMITTALS
- A. MANUFACTURER'S DESCRIPTIVE LITERATURE.
- B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.6 APPLICABLE STANDARDS

ASTM-A120 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.

ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.

ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.

ASTM-A585 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

PART 2 - PRODUCTS**2.1 FENCE MATERIAL**

- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- B. FABRIC SHALL BE SIX FEET HIGH (VERIFY W/PROJECT MANAGER) TWO INCHES CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP AND BOTTOM EDGES, FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
- C. NOT USED.
- D. ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER (OD PER FENCE INDUSTRY STANDARD).
- LINE 1-7/8 INCHES
CORNER 3 INCHES
GATE 3 INCHES
- E. NOT USED.
- F. ALL TOP AND BRACE RAILS SHALL BE 1 1/4" DIAMETER SCHEDULE 40, MECHANICAL-SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

- H. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- I. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188 DEGREE ATTACHMENT, OR EQUAL.
- J. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- K. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- L. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- M. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
- N. A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
- O. PLACE A SIX INCHES BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LINE POSTS.
- P. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- Q. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES.
- R. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP. GATE POSTS SHALL HAVE A DOME CAP.
- S. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
- T. ALL CAPS SHALL BE CAST STEEL.

PART 3 EXECUTION

- 3.1 EQUIPMENT: EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT.
- 3.2 INSPECTION: EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.
- 3.3 INSTALLATION
- A. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCHES CONCRETE COVER UNDER POST
- B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE INCH IN EIGHT FEET.
- C. AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT 15 INCH INTERVALS.
- D. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT 15 INCH INTERVALS.
- E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE CLIPS AT TWO FOOT INTERVALS.
- F. A MAXIMUM GAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.
- G. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- H. CONCRETE FOR FENCE POSTS SHALL HAVE A MINIMUM OF 3000 PSI BREAKING STRENGTH AT 28 DAYS.

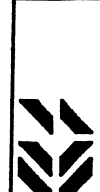
- 3.4 PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION**13100 TOWER & ANTENNA INSTALLATION****PART 1 - GENERAL**

- 1.1 WORK INCLUDED
- A. INSTALL ANTENNAE AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- B. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- C. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.
- D. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWINGS.
- E. SUPPLY AND INSTALL ONE ISOLATED GROUND BAR AT EQUIPMENT CABINET.
- F. SUPPLY AND INSTALL GROUNDING STRAP KITS WITH LONG BARREL COMPRESSION LUGS (SIM. TO ANDREW-223700TBD OR APPROVED EQUAL) ATOP TOWER BASE BEFORE ENTERING THE EQUIPMENT. GROUNDING STRAPS TO BE CONNECTED TO INSULATED GROUND BAR.
- G. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.
- 1.2 REQUIREMENTS OF REGULATORY AGENCIES
- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
- 1.3 APPLICABLE STANDARDS
- A. EIA - ELECTRONIC INDUSTRIES ASSOCIATION EIA-22-F. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
- B. FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-IH, OBSTRUCTION MARKING AND LIGHTING.
- C. FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
- D. AISI - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
- E. NATIONAL ELECTRIC CODE, 1999 - ON TOWER LIGHTING KITS.
- F. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
- G. IN ALL CASES, PART 77 OR THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
- H. LIFE SAFETY CODE NPPA - 101.

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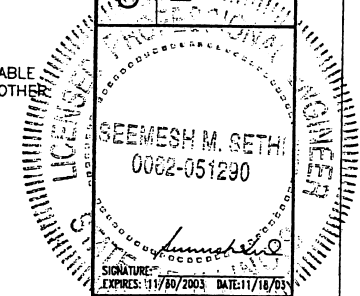
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DIVISION 16 - GENERAL ELECTRIC

GENERAL ELECTRICAL PROVISION

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. ELECTRICAL SERVICE SHALL BE 120 / 240 VAC SINGLE PHASE 3 WIRE 200 AMP SERVICE
6. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, SWITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
9. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE,COUNTY AND LOCAL CODES AND O.S.H.A.
11. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND PAY ALL REQUIRED FEES.
12. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
13. ALL CONDUIT ONLY SHALL HAVE A PULL WIRE OR ROPE.
14. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
15. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO THE OWNER AT JOB COMPLETION.
16. USE T-TAP CONNECTIONS ON ALL MULTI- CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURES.
17. ALL CONDUCTORS SHALL BE COPPER.
18. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
19. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
20. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
21. N/A
22. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
23. GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.
24. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS, MANUFACTURED BY "SQUARE D COMPANY", OR APPROVED EQUAL

25. ALL MATERIALS SHALL BE U.L. LISTED.
26. CONDUIT

A. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS , IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3

B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.

C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.

D. N/A

E. PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE - STACKED UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 24" BELOW GRADE.

F. ABOVE GROUND CONDUIT SHALL BE P.V.C. SCHEDULE 80 (UNLESS NOTED OTHERWISE).
27. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
28. COORDINATE THE ELECTRICAL SERVICE WITH THE UTILITY COMPANY, AND PROVIDE DAILY UPDATES TO PM UNTIL FINAL ELECTRICAL SERVICE IS EFFECTED.
29. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
30. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
- GROUNDING STANDARDS

1.0 DEFINITIONS

AGB ANTENNA GROUND BAR
AWG AMERICAN WIRE GAUGE.
CAD WELDING: AN EXOTHERMIC WELDING PROCESS WHICH CREATES POSITIVE CONTACT OF POSITIVE CONTACT OF GROUNDING CONDUCTORS
EMT ELECTRICAL METAL TUBING (LIGHT GAUGE METAL CONDUIT)
RGC RIGID GALVANIZED CONDUIT, SCH 40 OR HIGHER
PVC POLY VINYL CHLORIDE CONDUIT
MGB MASTER GROUND BAR
RFI RADIO FREQUENCY INTERFERENCE
THW LETTER TYPE DESIGNATION FOR CONDUCTOR INSULATION THAT IS A MOISTURE AND HEAT RESISTANT THERMOPLASTIC WITH A MAXIMUM OPERATING TEMPERATURE OF 75 DEGREES CELSIUS OR 167 DEGREES FAHRENHEIT.
T/I TENANT IMPROVEMENT

- 2.0 BACKGROUND

2.1 AREAS OF CONCERN: WHEN DESIGNING A GROUNDING SYSTEM FOR A MOBILE RADIO FACILITY THERE ARE FOUR INTERRELATED AREAS OF CONCERN. THE BASIC OBJECTIVE FOR EACH IS:

A. LIGHTNING PROTECTION - TO MAINTAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LIGHTNING IMPULSE.

B. RFI FOR NOISE INDUCTION CONTROL - TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AMONG ALL EQUIPMENT.

C. ELECTROSTATIC CONTROL - TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.

D. PERSONNEL SAFETY - TO MAINTAIN A MINIMUM VOLTAGE DIFFERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY.
- 2.2 A/C GROUNDING:

IN THIS GROUNDING SYSTEM THE A/C SERVICE GROUND SHALL BE KEPT ISOLATED FROM THE EQUIPMENT FRAME WORK AND LIGHTNING PROTECTION GROUND SYSTEMS EXCEPT FOR ONE SPECIFIC POINT.

THIS POINT IS THE MAIN GROUNDING POINT OF THE SYSTEM. THIS WOULD TYPICALLY BE CONNECTING THE A/C SERVICE GROUND AT THE COMMERCIAL POWER RISER POLE DISCONNECT/METER BASE TO THE EXTERNAL GROUND RING. ALL GROUNDING CONNECTIONS INSIDE OF CABINETS SHALL BE SCRAPPED TO BARE METAL AND COATED WITH NOALOX.

- 2.3 LIGHTNING CONSIDERATIONS:

LIGHTNING DAMAGE OCCURS FROM EITHER INDUCTION OR FROM AN ACTUAL DIRECT STRIKE TO THE BUILDING, USUALLY TAKEN THROUGH THE TOWER AND/OR ANTENNAS. STRIKES TO OTHER NEARBY OBJECTS INDUCE HIGH ENERGY INTO POWER OR TELEPHONE CABLES ENTERING THE BUILDING. THIS TYPE OF EFFECT HISTORICALLY CAUSES MOST OF THE DAMAGE TO THE BUILDING AND ITS CONTENTS.

3.0 STATION GROUNDING SYSTEM

- 3.1 MATERIALS:

A. #2 AWG, BARE SOLID TINNED COPPER WIRE, FOR ALL EXTERIOR CONDUCTORS AND TOWER GROUND BAR CONDUCTORS OR AS OTHERWISE SPECIFIED. GROUNDS TO THE LNAS SHALL BE NO. 6 STANDARD GREEN INSULATED JUMPERS. THE GROUND WIRE TO THE MGB SHALL BE GREEN JACKETED STRANDED #2 TINNED WIRE BURNDY CONNECTED TO THE BUSS BAR AND CONNECTED TO THE GROUND RING ON A GROUND ROD.

B. #2 AWG, INSULATED STRANDED COPPER CABLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON TENANT IMPROVEMENT SITES.

C. 5/8" ØX 10' GROUND RODS OF SOLID COPPER, STAINLESS STEEL OR COPPER CLAD HIGH STRENGTH STEEL.

D. ABOVE GRADE CONNECTIONS SHALL BE BURNDY HYGROUND COMPRESSION. BELOW GRADE CONNECTIONS SHALL BE CAD WELD OR OTHER APPROVED EXOTHERMIC WELDING SYSTEM FOR BONDING AS SPECIFIED.

E. XIT OR ADVANCED GROUNDING ELECTRODE (AGE), ALL CHEMICAL GROUND RODS SHALL BE UL APPROVED.

F. SOLID COPPER PLATES OF MINIMUM 3'X3'X1/4" SIZE AS SPECIFIED.

G. NOALOX OR APPROVED EQUAL CONDUCTIVE MEDIUM MATERIAL SHALL BE USED IN ALL MECHANICAL CONNECTIONS.

H. #6 AWG STRANDED INSULATED (GREEN) FOR ALL INTERNAL EQUIPMENT GROUNDING.

I. MECHANICAL FASTENERS (I.E., DOUBLE LUGS, SPLIT BOLTS PARALLEL CONNECTORS) SHALL BE BRONZE, BRASS, COPPER OR STAINLESS STEEL AND HAVE NOALOX BETWEEN CONDUCTOR AND CONNECTION.

J. BOLTS, NUTS AND SCREWS USED TO FASTEN MECHANICAL CONNECTORS SHALL BE STAINLESS STEEL WITH STAR TYPE STAINLESS STEEL LOCK WASHERS.

K. ALL LUG TUBE FASTENERS SHALL PROVIDE TWO HOLES TO ALLOW A DOUBLE BOLT CONNECTION.
- 3.2 MASTER GROUND BAR (MGB):

THE PURPOSE OF THE MASTER GROUND BAR IS TO GROUND THE BTS AND ANY OTHER METALLIC OBJECTS AROUND THE BTS.

IF AN MGB IS NOT PROVIDED WITH THE BTS, THE MGB SHALL BE AS FOLLOWS:
THE MGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4 " LOCATED AS CLOSE TO THE BTS AS POSSIBLE. THE MGB SHALL HAVE A MINIMUM NUMBER OF 28 EACH 3/8" HOLES. GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. (2) #2 TINNED SHALL BE MECHANICALLY ATTACHED (2 HOLE COMPRESSION LUG 3/8" HOLES, 1" CENTER TO CENTER SPACING) TO THE MGB AND DOWN LEADS THEN TAKEN THROUGH CONDUIT TO THE GROUND RING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT, (I.E. EXTERIOR GROUND RING OR BUILDING STEEL).
- 3.3 ANTENNA GROUND BAR (AGB):

THE PURPOSE OF THE ANTENNA GROUND BAR IS PRIMARILY FOR LIGHTNING PROTECTION. COAXIAL CABLE IS USUALLY THE ONLY ITEM GROUNDED TO THIS BAR. HOWEVER IT IS ACCEPTABLE TO BOND EXTERIOR; CABLE TRAY, WAVE GUIDE PORTS AND CANTILEVERED WAVE GUIDE BRIDGES TO THE AGB.

THE AGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4" ON WHICH THE COAXIAL CABLE FROM THE ANTENNAS ARE PRIMARILY GROUNDED. THERE SHALL BE TWO AGBS, ONE LOCATED AT THE TOP OF THE TOWER AT THE START OF THE VERTICAL RUN OF COAX. THE OTHER AT THE BOTTOM OF THE VERTICAL RUN OF COAX BEFORE IT MAKES ITS BEND. (IF THE TOWER IS OVER 200 THERE SHALL BE A THIRD AGB LOCATED AT HE MIDDLE OF THE TOWER). THE AGB SHALL HAVE A MINIMUM OF 28 EACH 3/8"

HOLES. GROUND BARS SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. USE #2 AWG SOLID TINNED WIRE W/ 2-HOLE SHORT BARREL COMPRESSION LUGS 3/8" HOLES, 1" CENTER TO CENTER SPACING). THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT (I.E., EXTERIOR GROUND RING, OR BUILDING STEEL.)

- 3.4 SURGE ARRESTOR GROUND BAR: N/A
- 3.5 GROUND ROD AND GROUND RING PLACEMENT:

THE OUTSIDE GROUND RING SHALL BE PLACED AROUND THE BTS AT A DISTANCE OF TWO (2) FEET FROM THE BTS AT A DEPTH OF 3'-6" OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER. RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF THE RODS IS AT THE LEVEL OF THE GROUND RING CONDUCTOR. THE RODS SHALL BE PLACED ALONG THE RING AT THE FOLLOWING LOCATIONS:

- A. BELOW THE AREA OF THE INTERNAL MASTER GROUND BAR (MGB) FOR CONNECTION TO THE MGB.
- B. NEAR THE CORNERS OF THE BTS.
- C. AS REQUIRED TO ACHIEVE A MAXIMUM SPACING OF EIGHT (8) FEET BETWEEN GROUND RODS ALONG THE RING PERIMETER.
- D. AS REQUIRED ALONG THE RING PERIMETER TO ACHIEVE 5 OHMS OR LESS RESISTANCE WHEN TESTED.
- E. TWO RODS LOCATED ON OPPOSITE SIDES AT EACH TOWER LEG OR MONOPOLE.
- F. ONE ROD LOCATED BENEATH EACH END OF THE WAVE GUIDE BRIDGE OR CABLE TRAY.
- G. ONE ROD LOCATED ADJACENT TO THE STANDBY GENERATOR, AND IF SEPARATED BY MORE THAN EIGHT (8) FEET, ONE LOCATED ADJACENT TO THE FUEL TANK.
- H. ONE ROD LOCATED AT THE BASE OF THE TOWER FOR THE AGB.

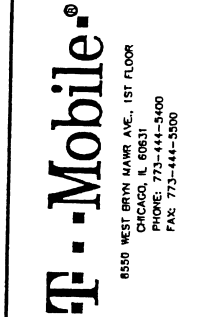
- 3.6 TOWER GROUNDING (IF REQUIRED):

ALL MONOPOLES SHALL HAVE TWO GROUND RODS (MINIMUM). ALL OTHER TOWERS SHALL HAVE TWO GROUND RODS PLACED AT THE BASE OF EACH TOWER LEG. EACH MONOPOLE OR TOWER LEG SHALL BE BONDED TO THE SYSTEM VIA TWO #2 BARE TINNED SOLID COPPER CONDUCTORS. BURNDY CONNECT THE CONDUCTORS TO ONLY STRUCTURAL BASE PLATES OR LUGS OR EARS AS MAY BE PROVIDED. NO BURNDY CONNECTIONS SHALL BE MADE TO THE VERTICAL WALLS OF THE STRUCTURE. NEVER GROUND TO HOLLOW LEG MEMBERS.

- 3.7 ANTENNA GROUNDING:

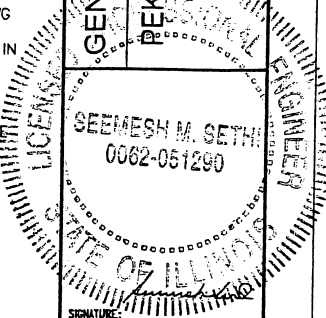
EACH ANTENNA COAXIAL CABLE SHALL TYPICALLY BE GROUNDED AT THREE POINTS USING A HARD-SHELL COAXIAL CABLE KIT FROM THE MANUFACTURER OF THE ANTENNA CABLE. A TYPICAL INSTALLATION SHALL BE AS FOLLOWS:

- A. THE FIRST GROUND CONNECTION SHALL OCCUR AS CLOSE TO THE ANTENNA AS POSSIBLE, BELOW THE FIRST POINT THE COAX CABLE BEGINS TO RUN VERTICAL DOWN THE TOWER. THIS GROUND SHALL TERMINATE DIRECT TO THE TOP AGB. ON A T/I, GROUND TO THE AGB AT THE ANTENNA MOUNTS.
- B. THE SECOND GROUND SHALL BE MADE AT THE BOTTOM OF THE VERTICAL RUN OF THE COAXIAL CABLE AS IT TURNS OUT AWAY FROM THE TOWER TOWARDS THE BTS. THIS GROUND SHALL BE TERMINATED AT THE GROUND BAR AT BASE OF TOWER. THE GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.
- C. THE THIRD GROUND SHALL BE MADE PRIOR TO COAX ENTRY INTO BTS. THE GROUND WIRE SHALL BE TERMINATED AT MASTER GROUND BAR. THE MASTER GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.



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GROUNDING STANDARDS (CONTINUED)

3.8 PERIMETER FENCE GROUNDING (AS REQUIRED):

- A. CORNER AND END POSTS
ALL FENCE CORNER AND END POSTS (MINIMUM OF TWO) SHALL HAVE ONE #2 SOLID TINNED COPPER GROUND WIRE CONNECTED TO A 5/8" X 8" SOLID COPPER CLAD GROUND ROD NEXT TO THE POST. THESE POSTS SHALL BE CONNECTED TO THE GROUND RING WITH A #2 SOLID TINNED COPPER GROUND WIRE AND INTERMEDIATE GROUND RODS IF THE DISTANCE FROM THE POST TO THE GROUND RING EXCEEDS 8 FEET. IN NO CASE SHALL ANY PORTION OF THE SAME FENCE REMAIN DISCONNECTED FROM THE GROUND RING.
- B. GATE POSTS
GATE POSTS SHALL BE GROUNDED TO EACH OTHER TO ENSURE THE ENTIRE FENCE HAS ELECTRICAL CONTINUITY. CONNECTIONS SHALL BE DRILL AND TAP WITH BURNDY TYPE KC22 TO THE POST WITH A #2 AWG BARE SOLID TINNED COPPER WIRE.
- C. GATES
GATES SHALL BE BONDED TO GATE POSTS WITH A 18" BRAIDED STRAP TYPE BD18G92. THE CONNECTIONS SHALL BE BURNDY 2 HOLE LUGS (3/8" HOLES, 1" CENTER TO CENTER) BOLTED THROUGH EACH POST.
- D. ALL DOWN LEADS TO EARTH WILL BE ENCASED IN 3/4 INCH PVC NON-METALLIC AND SEALED WITH SILICONE.

3.9 GENERATOR FUEL TANK GROUNDING (IF REQUIRED):

THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED IN AT LEAST ONE PLACE TO THE MAIN EXTERIOR GROUND RING. #2 AWG BARE SOLID TINNED COPPER WIRE SHALL BE BURNDY CONNECTED TO ONE SUPPORT LEG OF THE FUEL TANK AND CAD WELD TO THE NEAREST EXTERIOR GROUND RING GROUND ROD.

3.10 EQUIPMENT ROOM GROUNDING (IF REQUIRED):

THE MASTER GROUND BAR (MGB) SERVES AS THE COLLECTION POINT FOR THE BTS AS WELL AS ALL INTERIOR NON-ELECTRICAL GROUNDED METAL MATERIALS; HVAC GRILLS, DOOR FRAMES/DOORS, TELCO BOARD, UNISTRUTS, CABLE TRAYS, ALARM JUNCTION BOX, ETC., SHALL BE GROUNDED WITH #6 AWG STRANDED (GREEN) GROUND WIRES WITH INDIVIDUAL RUNS BACK TO THE MGB. (THE CABLE TRAY, DOOR/FRAME AND UNISTRUT MAY BE JUMPERED TOGETHER AND HAVE A SINGLE GROUND WIRE CONNECTION TO THE MGB.)

3.11 WALL PENETRATIONS SLEEVES (IF REQUIRED):
INSTALL PER CONSTRUCTION DRAWINGS.

3.12 A/C COMMERCIAL POWER GROUNDING CONNECTIONS (IF REQUIRED):

AT THE ON-SITE RISER POLE LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE MECHANICALLY BONDED TO THE A/C SERVICE ENTRANCE GROUND AS SPECIFIED BY THE NATIONAL ELECTRIC CODE, ARTICLE 250, AND/OR APPROPRIATE LOCAL CODES. A SEPARATE GROUND ROD SHALL BE PROVIDED AT THIS POINT, AND SHALL BE CONNECTED TO THE EXTERIOR GROUNDING RING. A SEPARATE A/C SERVICE GROUND AND NEUTRAL SHALL THEN BE ROUTED TO AND CONNECTED TO THE MAIN DISCONNECT AS REQUIRED BY LOCAL AUTHORITY.

3.13 GENERATOR RECEPTACLE GROUNDING:

THE GENERATOR RECEPTACLE (HUBBLE PLUG) SHALL BE GROUNDED TO THE EGR.

3.14 COAX BRIDGE / CABLE TRAY GROUNDING :

BOND THE COAX BRIDGE OR CABLE TRAY TO THE AGB WITH #2 SOLID TINNED GROUND WIRE. THESE CONNECTIONS SHALL BE DOUBLE LUG BOLTED / SCREWED MECHANICAL CONNECTIONS WITH STAR LOCK WASHERS AND NOALOX. ALL BRIDGE SPLICES SHALL HAVE JUMPERS OF #2 SOLID WITH COMPRESSION LUGS.

3.15 CAD WELD & BURNDY CONNECTION:

CAD WELDS (EXOTHERMIC WELDS) AND BURNDY CONNECTIONS SHALL BOND ALL UNDERGROUND AND DAMP LOCATION CONNECTIONS, SHELTER SKID GROUNDS, TOWER OR MONOPOLE GROUNDS, FENCING CORNER AND GATE POSTS, ANTENNA GROUND BARS, (AGB) SURGE ARRESTER GROUND BAR, AND THE MASTER GROUND BAR (MGB). MECHANICAL CONNECTIONS SHALL BE TYPICALLY USED TO BOND ALL INTERIOR EQUIPMENT, COAX CABLE BRIDGES AND COAXIAL CABLE GROUND KITS. ALL LUG TYPE MECHANICAL CONNECTORS TO THE MGB OR AGB SHALL BE TWO HOLE TYPE CONNECTED WITH STAINLESS STEEL BOLTS AND NUTS WITH STAINLESS STEEL LOCK WASHERS AND NOALOX ON EITHER SIDE OF THE BUSS BAR.

3.16 CHEMICAL GROUND RODS (IF REQUIRED):

CHEMICAL GROUND RODS SHALL NOT BE INSTALLED ON GROUND RING INSTALLATIONS WITH NORMAL SOIL. CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE SINGLE POINT GROUNDING DUE TO SPECIFIC SITE CONDITIONS.

3.17 TENANT IMPROVEMENT SITE GROUNDING: N/A

3.18 LIMITS OF BEND RADIUS:

IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE INSIDE AND OUTSIDE GROUND SYSTEMS BE AS STRAIGHT AS POSSIBLE, WITH NO TURN OR BEND SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERRED. NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

3.19 BONDING PREPARATION & FINISH:

ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER CAD WELD OR BURNDY FASTENERS. GALVANIZED SURFACES SHALL BE GROUND OR SANDED TO THE POINT OF EXPOSING THE STEEL SURFACE BELOW, PRIOR TO BONDING THE GROUND CONDUCTOR. FOR OTHER SURFACES INCLUDING COPPER BUSS BARS ALL PAINT, RUST TARNISH AND GREASE SHALL BE REMOVED PRIOR TO BONDING THE GROUND CONDUCTOR.

CAD WELD TYPE BONDS SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND WHEN APPLICABLE, FINISH PAINTED WITH AN APPROPRIATE COLOR AS REQUIRED. MECHANICAL TYPE BONDS ON BUSS BARS SHALL BE FINISHED WITH THE APPLICATION OF NOALOX OR OTHER APPROVED CONDUCTIVE MEDIUM MATERIAL BETWEEN CONNECTOR AND BUSS BAR. MECHANICAL TYPE BONDS ON ALL OTHER SURFACES SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND OR THE APPROPRIATE PAINT TO MATCH AS REQUIRED.

3.20 TESTING:

THE OUTSIDE GROUND RING SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND RING TRENCH. THE GROUND FIELD RESISTANCE SHALL MEASURE 5 OHMS OR LESS TO GROUND. ANY DIFFICULTY IN ACHIEVING THIS LEVEL OF RESISTANCE MUST BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE RESISTANCE TO GROUND SHALL BE MEASURED USING THE FALL OF POTENTIAL METHOD. TESTING SHALL BE PERFORMED BY AN OWNER PROVIDED INDEPENDENT TESTING LABORATORY FROM WHICH A WRITTEN REPORT SHALL BE PRODUCED FOR REVIEW BY THE PROJECT MANAGER

3.21 SPECIAL CONDITIONS:

WHEN SOIL CONDITIONS EXIST (I.E., NON-COMPACTABLE ROCK, GRAVEL, SHALE, ETC.) THAT PREVENTS THE INSTALLATION OF THE STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN PROJECT MANAGER SHALL PROVIDE FURTHER DIRECTION.

3.21.1 EXTERNAL GROUND RING

THE EXTERNAL GROUND RING SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH.

3.21.2 GROUND RODS (REPLACEMENT)

WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO A DEPTH DESCRIBED IN PARAGRAPH 3.5, AND REMAIN IN 95% COMPACTABLE SOIL, THEN THE FOLLOWING METHODS OF SUBSTITUTION MAY BE USED. THESE ARE SUGGESTED METHODS ONLY, AND EACH CASE SHOULD BE REVIEWED BY THE T-MOBILE PROJECT MANAGER. THE PURPOSE IS TO ACHIEVE THE LOWEST IMPEDANCE TO GROUND, IN ANY CASE, EQUAL TO OR LESS THAN 5 OHMS.

3.21.2.1 ROCK WITH SOME OR NO SOIL COVER

FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SOLID OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPATIBLE SOIL, A COMBINATION OF METHODS MAY BE USED:

- A. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3' SQUARE 1/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN EQUIVALENCY OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE COPPER PLATE SHOULD BE PLACED IN A MINIMUM 3" BENTONITE BASE AND COVERED WITH 3" OF BENTONITE FILL PRIOR TO BACKFILL.
- B. AN ACTIVE TYPE CHEMICAL ROD SYSTEM MAY BE USED. THIS IS AN ENGINEERING JUDGMENT AND SHOULD BE USED ONLY WHERE NECESSARY, DUE TO EXPENSE. IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE FOLLOWED TO THE EXTENT THAT IS APPLICABLE, AND SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND CONDUCTOR SIZE ONLY AS RECOMMENDED BY THE MANUFACTURER OF THE GROUND ROD SYSTEM.
- C. A SYSTEM UTILIZING CORED SHAFTS, STANDARD GROUND RODS ON A TYPICAL LAYOUT, WITH A BENTONITE (CLAY) BACKFILL. IN THIS CASE EACH GROUND ROD SHOULD BE TESTED INDIVIDUALLY, AND EACH ROD SHOULD HAVE AN ACCESS BOX PLACED FOR FUTURE TESTING.

3.22 HIGH RISE BUILDING: N.A.

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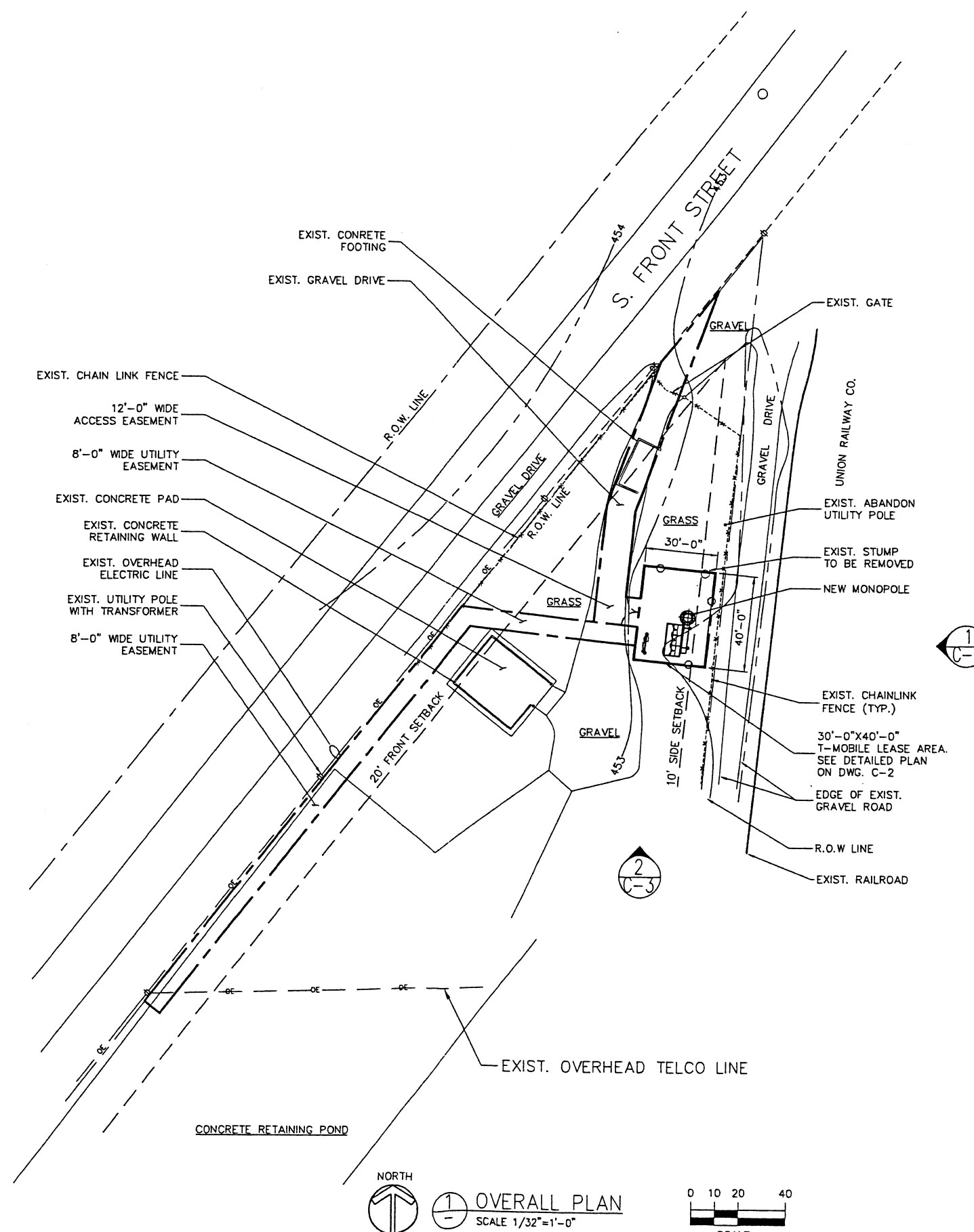
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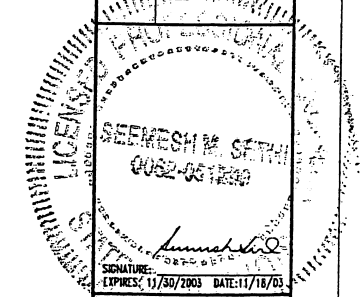
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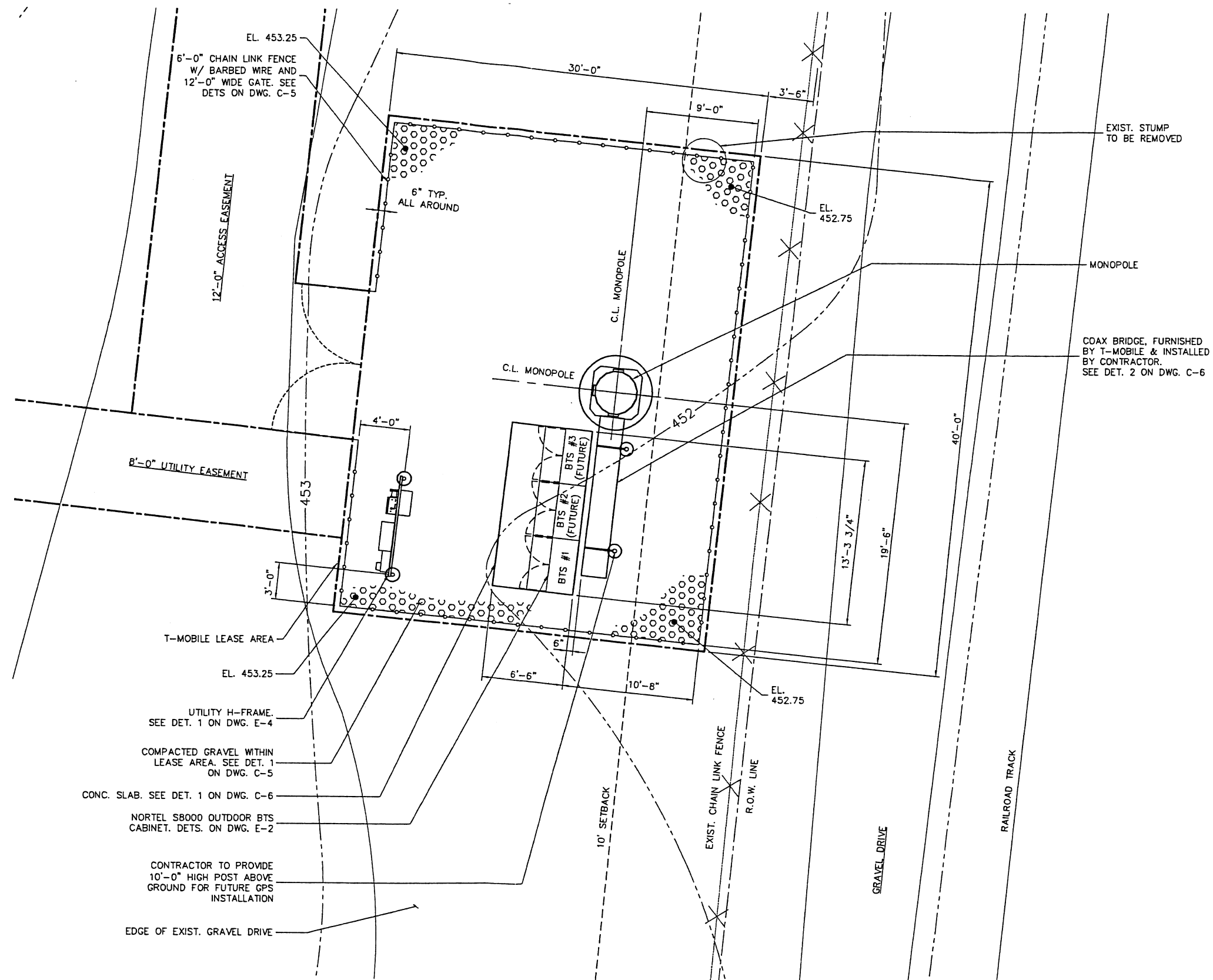
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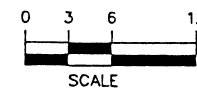
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1 DETAILED SITE PLAN
C-1 SCALE: 3/16"=1'-0"



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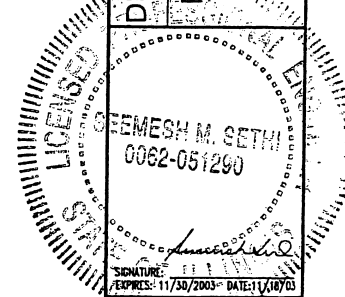
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DETAILED SITE PLAN

PEKIN WATER DEPT.

CH39-256B

608 FRONT ST.
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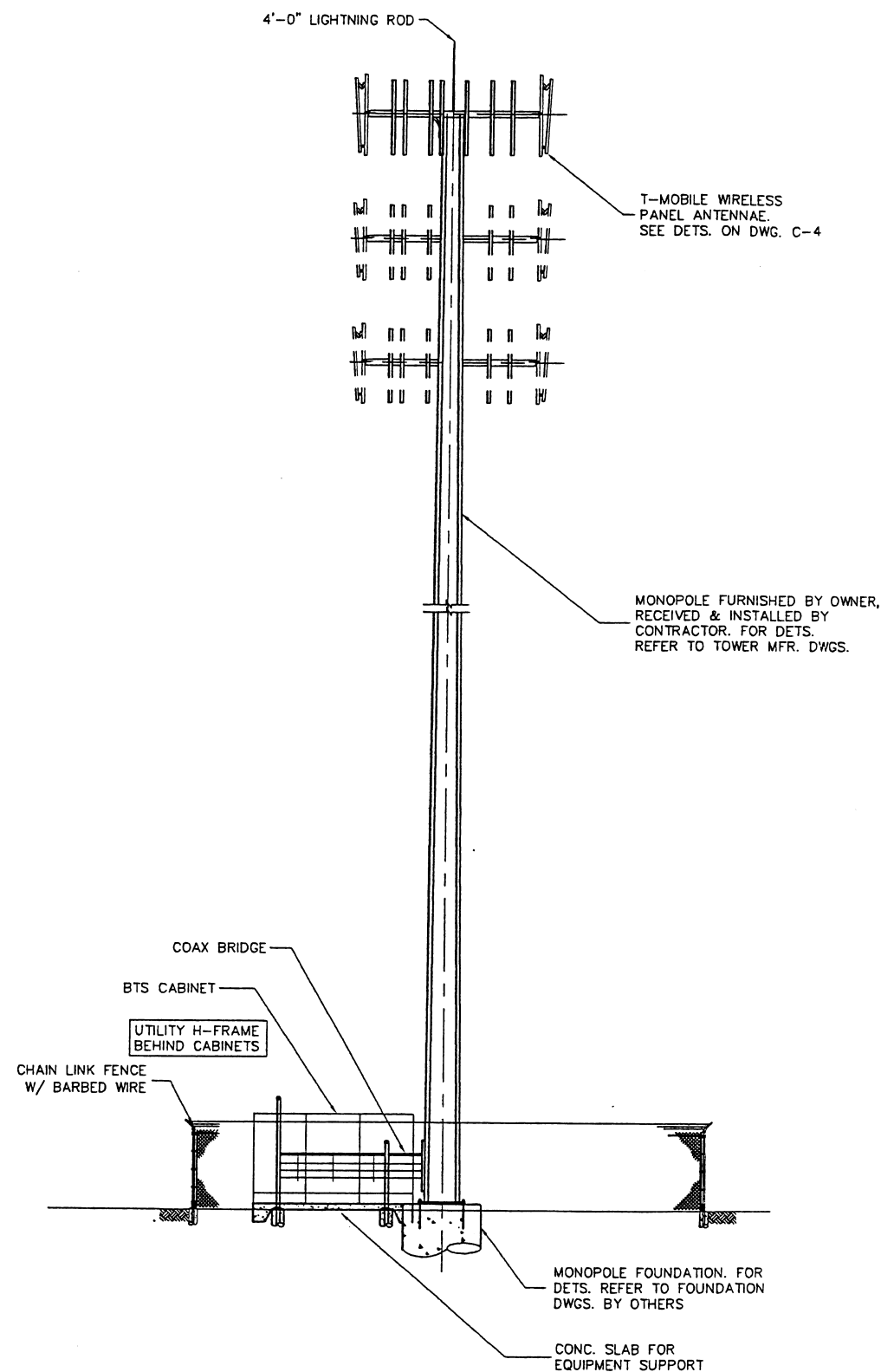
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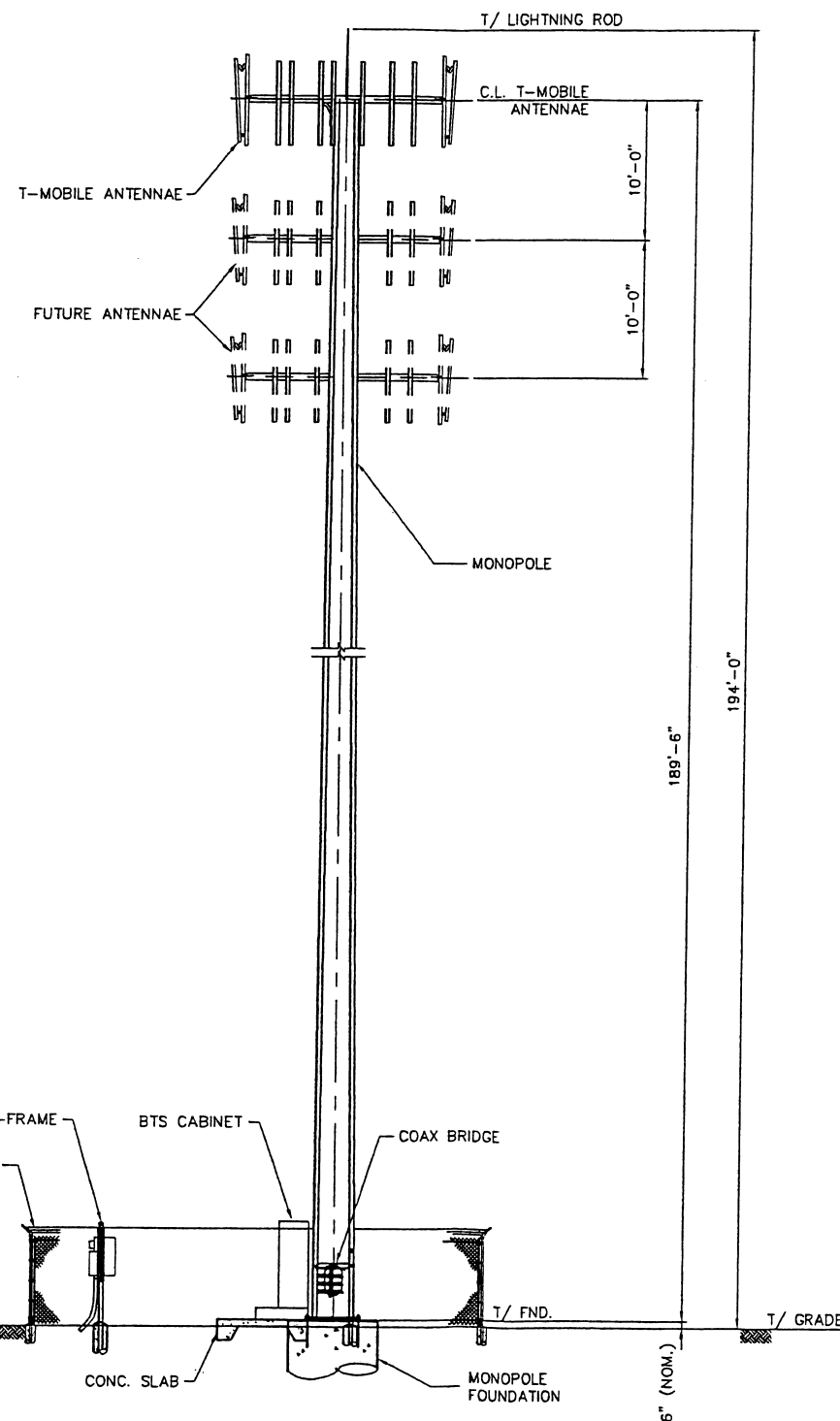
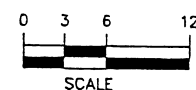
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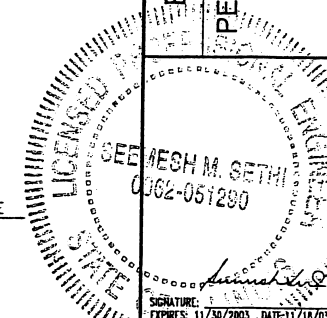
C-2



1 EAST ELEVATION (LOOKING WEST)
C-1 SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION (LOOKING NORTH)
C-1 SCALE: 1/8" = 1'-0"



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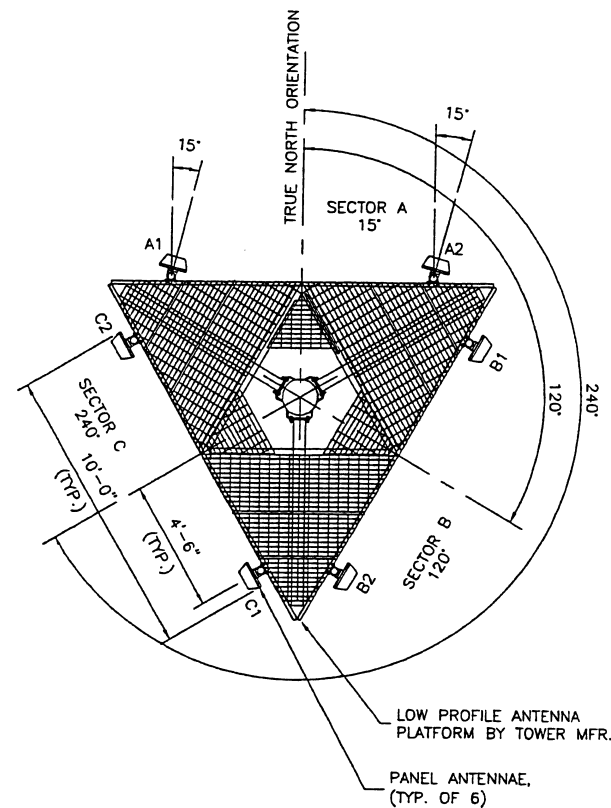
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ELEVATION
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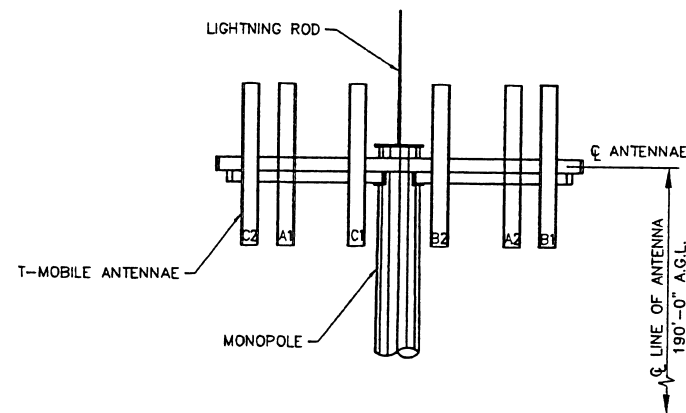
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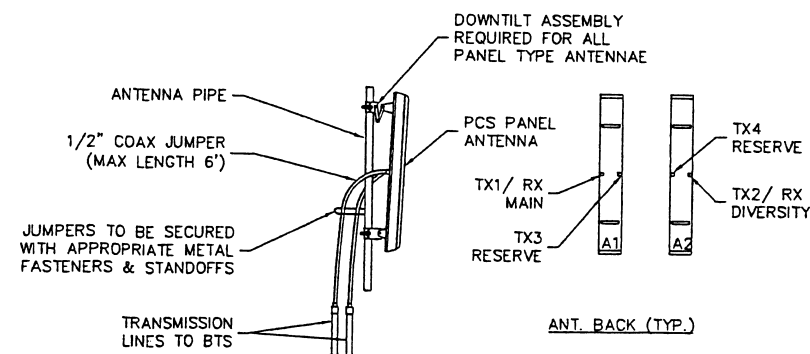
1 ANTENNA ORIENTATION PLAN
SCALE: N.T.S.



2 ANTENNA PLATFORM ELEVATION
SCALE: N.T.S.

ANTENNA SCHEDULE			
SECTOR	A	B	C
INITIAL ANTENNAS PER SECTOR	2	2	2
RESERVED ANTENNAS PER SECTOR	2	2	2
ANTENNA MFR.	EMS	EMS	EMS
ANTENNA MODEL No.	RR65-19-02DP	RR65-19-02DP	RR65-19-02DP
AZIMUTH	15°	120°	240°
MECHANICAL DOWNTILT	0°	0°	0°
DOWNTILT BRACKET MODEL No.	DOWNTILT BRACKET	DOWNTILT BRACKET	DOWNTILT BRACKET

TYPICAL ANTENNA CABLE COLOR CODING				
SECTOR	COLOR	ANTENNA	REFERENCE	FUNCTION
A	1R	A1	MAIN	TX1/RX MAIN
	2R	A2	SECONDARY	TX2/RX DIVERSITY
	3R	A1	RESERVE	TX3
	4R	A2	RESERVE	TX4
B	1B	B1	MAIN	TX1/RX MAIN
	2B	B2	SECONDARY	TX2/RX DIVERSITY
	3B	B1	RESERVE	TX3
	4B	B2	RESERVE	TX4
C	1W	C1	MAIN	TX1/RX MAIN
	2W	C3	SECONDARY	TX2/RX DIVERSITY
	3W	C1	RESERVE	TX3
	4W	C3	RESERVE	TX4



NOTE:

ALL DOWNTILT AND AZIMUTHS TO BE VERIFIED PER RF SITE DATA SHEET. SEE PROJECT MANAGER FOR INFORMATION.

3 DETAIL - DUAL POLAR PANEL ANTENNA
SCALE: N.T.S.

COAX SCHEDULE			
SECTOR	FUNCTION	DIAMETER	LENGTH
A	ANTENNA JUMPER	1/2"Ø	6'-0"
	MAIN COAX	1 5/8"Ø	220'-0"
	BTS JUMPER	1/2"Ø	8'-0"*
B	ANTENNA JUMPER	1/2"Ø	6'-0"
	MAIN COAX	1 5/8"Ø	220'-0"
	BTS JUMPER	1/2"Ø	8'-0"*
C	ANTENNA JUMPER	1/2"Ø	6'-0"
	MAIN COAX	1 5/8"Ø	220'-0"
	BTS JUMPER	1/2"Ø	8'-0"*

* FIELD FABRICATE BTS JUMPERS

COAX BEND TABLE						
CABLE SIZE	ANDREW CABLE TYPE #	MANUF. MIN BEND RADIUS	HANGER ANDREW CAT. #	CABLE TO CABLE SPACING	MAX VER. HANGER SPACING	MAX HOR. HANGER SPACING
1/2"	LDF4-50A	5"	206706-1	1/2"	4'-0"	3'-0"
7/8"	LDF4-50A	10"	206706-2	1/2"	4'-0"	3'-0"
1-5/8"	LDF7-50A	20"	206706-4	1/2"	4'-0"	3'-0"
1/2"	FSJ4-50B	1-1/4"	206706-1	1/2"	4'-0"	3'-0"

COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PER THE FOLLOWING INSTRUCTIONS:

1. LOCATION: MARKINGS SHALL BE MADE USING COLOR TAPE W/3" OF COVERAGE AFFIXED AT TWO PLACES ON THE COAX CABLE RUN AS & JUMPERS FOLLOWS:

FIRST- AT 10" FROM THE CONNECTOR NEAREST THE ANTENNA (WHERE THE COAX AND JUMPER ARE CONNECTED).

SECOND - AT 10" FROM THE OUTSIDE OF THE BTS (JUST PRIOR TO MGB)

2. SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN A CLOCKWISE MANNER; THE A-SECTOR IS CLOSEST TO ZERO DEGREES (NORTH) THE B-SECTOR AND C-SECTOR FOLLOW CLOCKWISE IN SEQUENCE.

A-SECTOR COAX WILL BE MARKED MAIN 1 AND DIVERSITY 1. NORMALLY SITES WILL INITIALLY GO ON THE AIR WITH AS FEW AS TWO ANTENNAS PER SECTOR AND AS THE SYSTEM GROWS, ADDITIONAL ANTENNA WILL BE ADDED.

B-SECTOR COAX WILL BE MARKED MAIN 2 AND DIVERSITY 2.

C-SECTOR WILL BE MARKED MAIN 3 AND DIVERSITY 3.

COLOR CODE AS FOLLOWS:

A-SECTOR - RED
B-SECTOR - BLUE
C-SECTOR - WHITE

MAIN WILL BE MARKED WITH ONE BAND OF TAPE
DIVERSITY WILL BE MARKED WITH TWO BANDS OF TAPE
EXTRA WILL BE MARKED WITH THREE BANDS OF TAPE ETC.

3. THE MARKINGS MUST BE VISIBLE (WITH BINOCULARS) FROM THE GROUND

4. OMNI IDENTIFICATION: FOR OMNI SITES, WHICH NORMALLY CONSIST OF THREE ANTENNA, IT IS SUGGESTED THAT THE ORIENTATION OF THE OBSERVER ALSO BE THAT OF LOOKING IN A NORTHERLY DIRECTION.

5. THE SIZE, HEIGHT AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.

6. CONTRACTOR SHALL VERIFY ANTENNA TYPE, AZIMUTH, HEIGHT & DOWNTILT WITH T-MOBILE PROJECT MANAGER

7. ALL ANTENNA AZIMUTH ARE TO BE FROM TRUE NORTH.

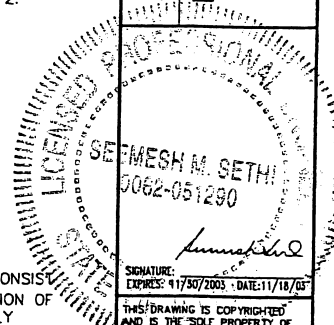
8. LABEL EACH ANTENNA FRONT & BACK W/ BLACK LETTERING AS SHOWN IN ANTENNA PLATFORM ELEVATION. LETTRASET BRAND, 3" HIGH, OUTDOOR LETTERING OR APPROVED EQUAL, TO BE USED. LETTERING TO BE VISIBLE FROM GROUND USING BINOCULARS.

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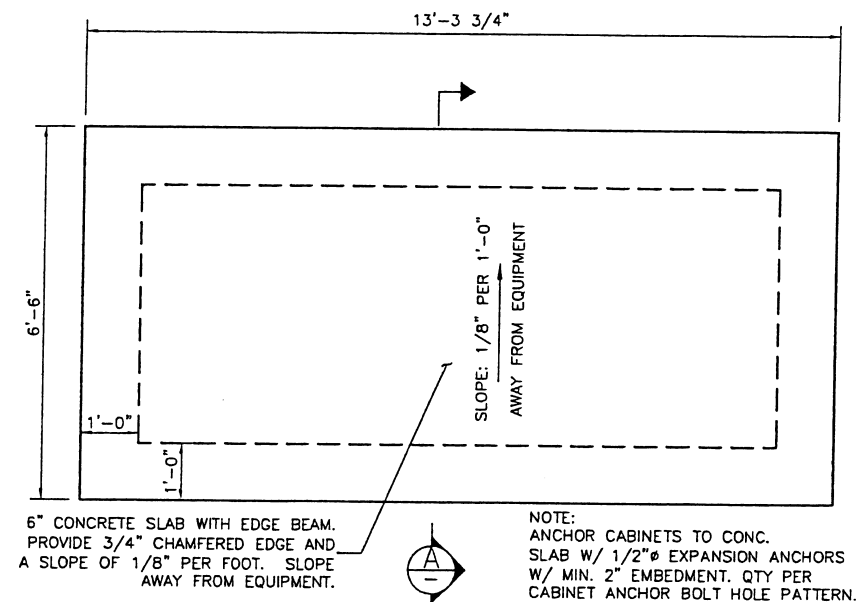
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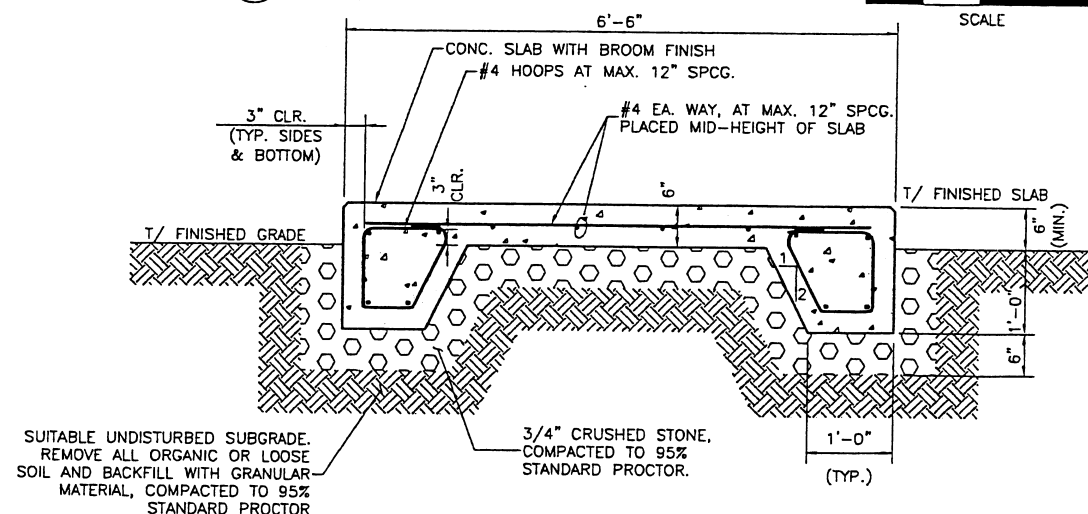


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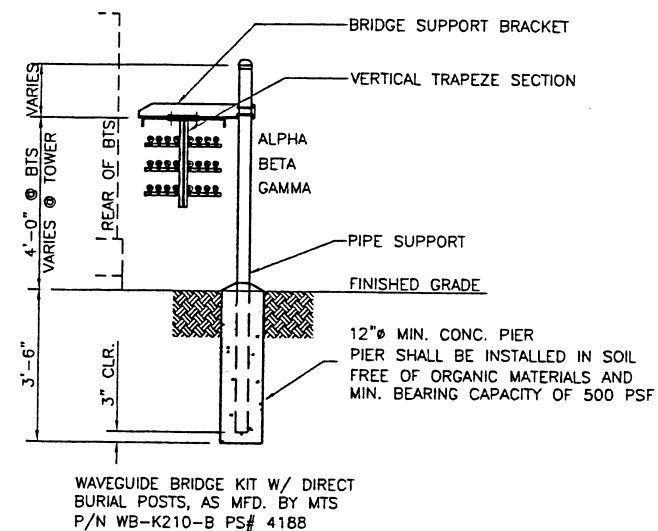
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① PLAN-EQUIPMENT CONCRETE SLAB
— SCALE: 1/2" = 1'-0"



SECTION—CONCRETE SLAB
SCALE: 3/4" = 1'-0"



② DETAIL— COAX BRIDGE
— SCALE: 3/8" = 1'-0"

GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS OF ALL DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK.
3. NO CHANGE IN SIZE OR DIMENSION OF STRUCTURAL MEMBERS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
4. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY BRACING AND/OR SUPPORTS REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES.
5. DO NOT SCALE THESE DRAWINGS, USE DIMENSIONS.
6. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DEVIATION FROM THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY FOR SUCH DEVIATION BY THE ENGINEER'S APPROVAL OF SHOP DRAWINGS, PRODUCT DATA, ETC., UNLESS THE CONTRACTOR HAS SPECIFICALLY INFORMED THE ENGINEER OF SUCH DEVIATION AT THE TIME OF SUBMISSION, AND THE ENGINEER HAS GIVEN WRITTEN APPROVAL TO THE SPECIFIC DEVIATION.
7. ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO HAVE DEFICIENCIES, OMISSIONS, CONTRADICTIONS AND AMBIGUITIES, IN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. PLANS AND / OR SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.

STRUCTURAL NOTES:

1. DESIGN AND CONSTRUCTION OF THE SITE SHALL CONFORM TO THE BOCA NATIONAL BUILDING CODE.
2. DESIGN CRITERIA:
EQUIPMENT WT. 1358 lbs. (TOTAL 1 CABINET)
EQUIPMENT DIMENSIONS. 73" H. x 45" W. x 53" L.
BASIC WIND SPEED. 80 mph
EXPOSURE. 'C'
3. ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LATEST EDITION, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION, EXCEPT AS MODIFIED BELOW OR IN THE SPECIFICATIONS.
4. ALL STRUCTURAL STEEL PLATES, SHAPES AND BARS SHALL CONFORM TO ASTM A36, UNLESS NOTED OTHERWISE. COLD FORMED TUBING SHALL CONFORM TO ASTM A500 GRADE B. PIPES SHALL CONFORM TO ASTM A53 TYPE E OR S. ALL STRUCTURAL STEEL COMPONENTS & FABRICATED ASSEMBLIES SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.
5. ALL WELDING SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM TO AWS D1.1 "STRUCTURAL WELDING CODE", LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.
6. ALL DAMAGE TO GALV. COATINGS SHALL BE REPAIRED. NO ZINC OR PRE-GALV. SHALL BE USED FOR REPAIRS.

CONCRETE NOTES:

1. ALL FOUNDATIONS SHALL BEAR ON UNDISBURSED, NATURAL SUBGRADE WITH A MINIMUM BEARING CAPACITY OF 2500 PSF AS INSPECTED AND APPROVED BY THE OWNER'S SOIL TESTING LABORATORY. THE SUITABLE BEARING MATERIAL SHALL BE VERIFIED BY AUGER PROBE OR EQUIVALENT MEANS BY THE OWNER'S SOIL TESTING LABORATORY.
2. EXCEPT WHERE OTHERWISE INDICATED, CONCRETE SHALL BE NORMAL WEIGHT AND WITH MINIMUM 28-DAY COMPRESSIVE STRENGTHS OF $F'_c = 3000$ PSI. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR ENTRAINED WITH 6% AIR CONTENT.
3. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF ACI 318 AND ACI 301.
4. CEMENT SHALL CONFORM TO ASTM C150 TYPE 1. AGGREGATES SHALL CONFORM TO ASTM C33. (REGULAR WEIGHT)
5. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE.
6. CONCRETE MIX DESIGN SHALL BE SUBMITTED TO ARCHITECT/ ENGINEER FOR REVIEW.
7. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
8. ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 315. BAR SUPPORTS IN CONTACT WITH EXPOSED SURFACES SHALL BE PLASTIC TIPPED.
9. ALL REINFORCING SPLICES SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, LATEST EDITION, BUT IN NO CASE SHALL BE LESS THAN 36 BAR DIAMETERS, UNLESS NOTED OTHERWISE. WHERE REQUIRED, DOWELS SHALL MATCH SIZE AND NUMBER OF MAIN REINFORCING.
10. WELDING OF REINFORCEMENT IS NOT PERMITTED.
11. MINIMUM CONCRETE COVER IS 3 INCHES. APPROVED SPACERS SHALL BE USED TO ENSURE MINIMUM COVER.
12. ALL EXPOSED EDGES OF CONCRETE SLABS SHALL BE ROUNDED OVER OR CHAMFERED $3/4"$
13. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
14. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, AND FROM INFILTRATION OF WATER, SOIL, AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OF DURABILITY OF THE FOUNDATION.

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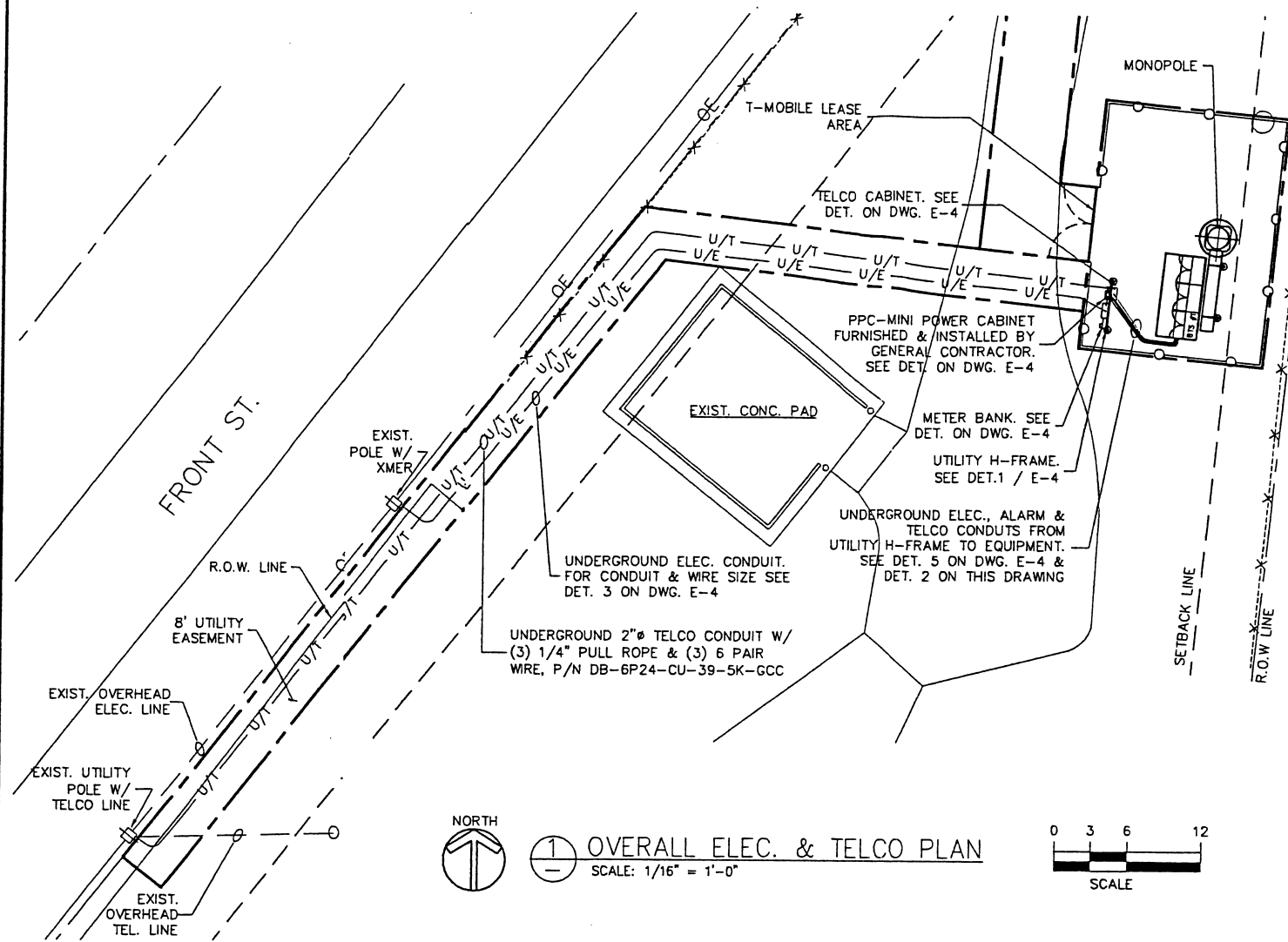
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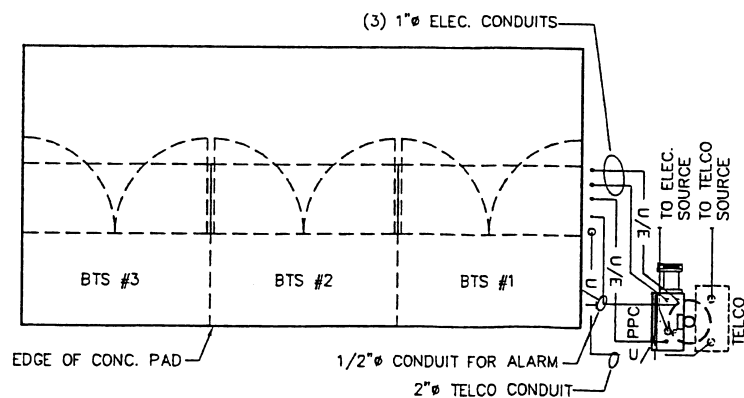
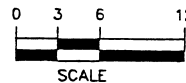
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C-6



1 OVERALL ELEC. & TELCO PLAN
SCALE: 1/16" = 1'-0"



2 ELECT. & TELCO CONDUIT SCHEMATIC
SCALE: 3/8" = 1'-0"



GENERAL NOTES: (ELECTRICAL)

1. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB.
2. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE MORE RESTRICTIVE NOTE, SPECIFICATION OR CODE SHALL PREVAIL.
3. ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE DEFICIENCIES, OMISSIONS, CONTRADICTIONS & AMBIGUITIES, IN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. PLANS AND/OR SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.
4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUITS, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS OR AS REQUIRED BY CODE.
5. ALL WORK SHALL COMPLY WITH THE N.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
6. ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE (U.L.) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS & LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
7. ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO ORIGINAL OR BETTER CONDITION.
8. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, & FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO P. M. CLEAN SITE OF ALL DEBRIS RESULTING FROM WORK AND LEAVE IN A COMPLETE AND UNDAMAGED CONDITION.
9. ALL BROCHURES, MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO THE OWNER AT JOB COMPLETION.

SERVICE EQUIPMENT NOTES:

1. SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL.
2. ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 80 M.P.H. WIND SPEED, EXPOSURE C.
3. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT UV STABLE, WEATHER PROOF, ENGRAVED PLASTIC LABELS.
4. REPAIR ANY EQUIPMENT PAINT SURFACE THAT HAS BEEN DAMAGED IN THE COURSE OF INSTALLATION.

NOTES:

1. CONTRACTOR SHALL INDEPENDENTLY VERIFY LOCATION OF ALL EXIST UTILITIES, UNDERGROUND & ABOVE GROUND, AND AVOID ANY INTERFERENCE W/ EXIST. UTILITIES.
2. ALL TRENCHING FOR U/G ELEC. & TELCO SERVICE SHALL BE HAND DUG IN THE VICINITY OF EXIST. UTILITIES.
3. ALL WIRING SHALL BE THHW, CU, 600V RATED.
4. UNLESS NOTED OTHERWISE, ALL CONDUIT RUNS SHALL CONFORM TO THE FOLLOWING:
 - A. ALL ABOVE GRADE, EXTERIOR CONDUITS SHALL BE HWGC W/ THREADED CONNECTIONS.
 - B. ALL BELOW GRADE HORIZONTAL CONDUITS SHALL BE SCH. 40 PVC.
 - C. ALL BELOW GRADE 90° AND 45° BENDS SHALL BE HWGC LONG SWEEP FITTINGS WITH TREADED CONNECTIONS.
 - D. ALL BELOW GRADE TO ABOVE GRADE RISERS SHALL BE HWGC W/ THREADED CONNECTIONS.
 - E. SEALTITE FLEXIBLE CONDUIT MAY BE USED WHERE CODE PERMITS.

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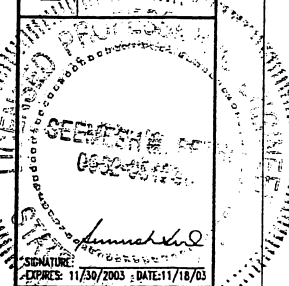
ELECTRICAL PLAN

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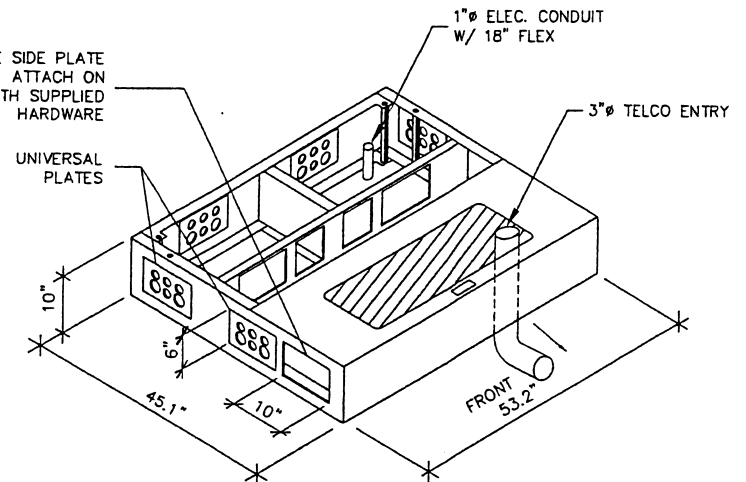
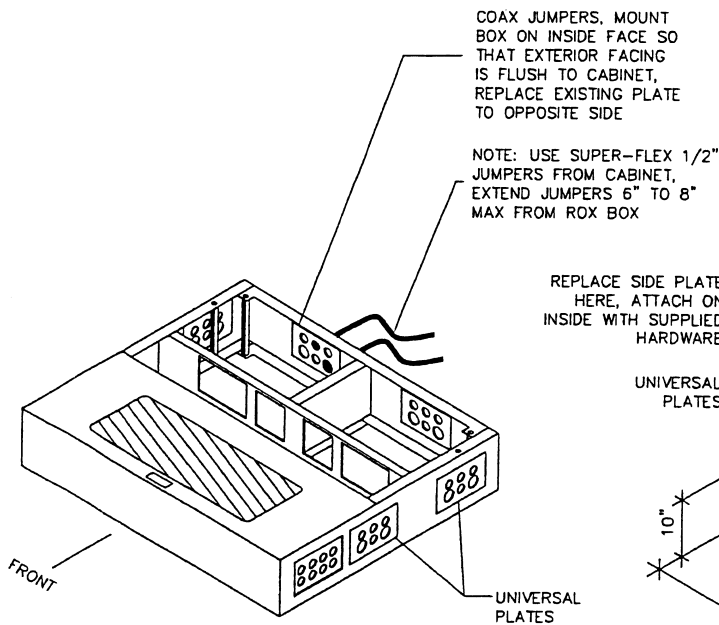
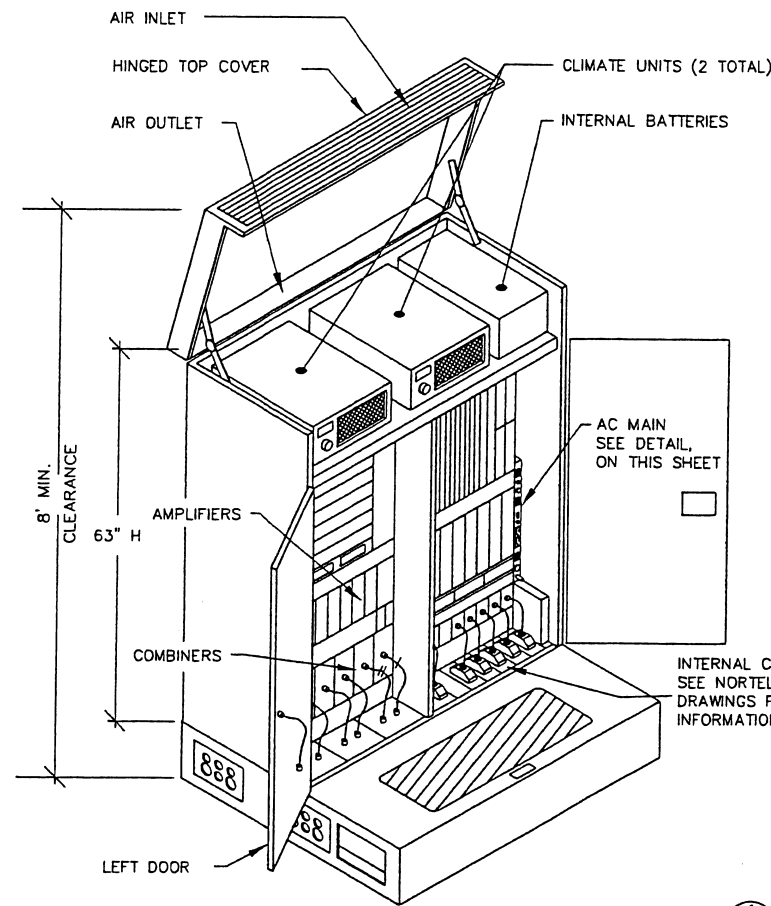
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CHECKED BY: MS

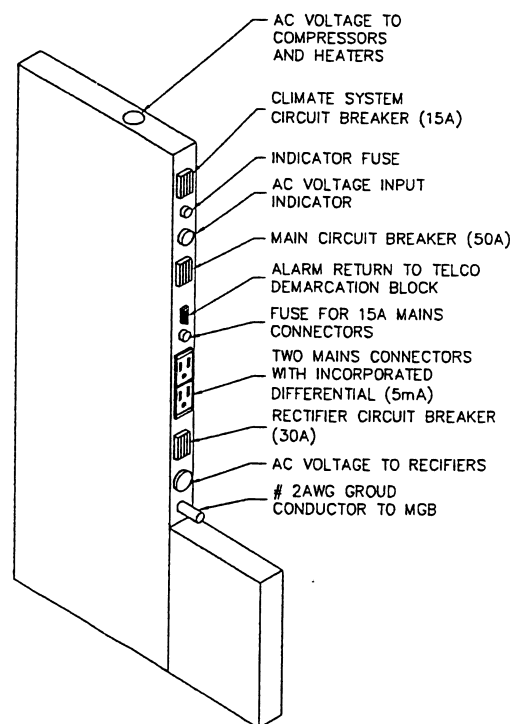
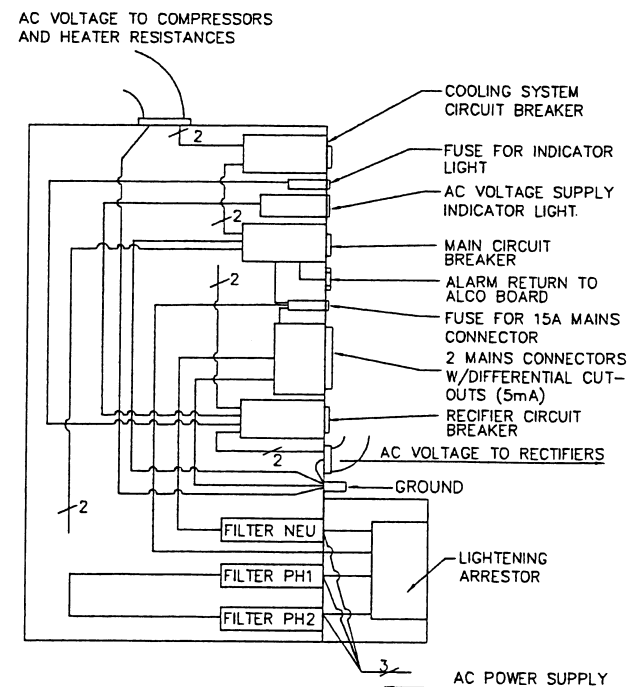
DRAWING NAME: 256B-E1

SHEET No.

E-1



1 CABINET AND BASE LAYOUT DETAILS
SCALE: N.T.S.



2 AC MAIN MODULE AND ONE-LINE DIAGRAM
SCALE: N.T.S.

1. CONTRACTOR TO SUPPLY ALL HARDWARE AND CONDUCTORS NECESSARY TO BRING A 240 V, 50 AMP SERVICE INTO THE CABINET AND CONNECT THE MAIN
2. CONTRACTOR IS RESPONSIBLE FOR BONDING THE GROUNDING CONDUCTOR FROM THE CABINET TERMINAL TO THE MASTER GROUND BAR.
3. THE CONTRACTOR SHALL VERIFY THE ARRANGEMENT OF THE AC MAIN PRIOR TO INSTALLATION OF SERVICE IN THE EVENT THE MODULE IS RECONFIGURED.
4. THE ENTRY PORT USED FOR THE INSTALLATION OF THE POWER AND TELEPHONE ENTRANCE WILL BE SEALED WITH A SILICONE SEALANT AFTER INSTALLATION.

S8000 SPECIFICATION TABLE

HEIGHT	63 in (1.6 m)
WIDTH	53 in (1.35 m)
DEPTH	25 in (.65 m)
MAXIMUM WEIGHT	1058 LB (1358 LB INCL. BASE UNIT)
FOOTPRINT	1.80 ² M
EMPTY WEIGHT	326.2 lb (148 kg)
VOLTAGE	240 V +/- 10%
MAX. POWER (240V)	6500 W
NORMAL POWER	3238 W
MAIN CIRCUIT PROTECTION	50 A
MAX. HEAT DISSIPATION	22100 BTU/HOUR
NORMAL HEAT DISSIPATION	11006 BTU/HOUR
OPERATING TEMPERATURE	-40° to 112° F (-40° to 50° C)
MAXIMUM OPERATING HUMIDITY	100%
MAX LEVEL OF ACOUSTIC NOISE	65 DB
GROUND CABLE	20 MCM
ANTENNA CONNECTORS	
CABINET OUTPUT	40.3 DBM
RECEIVE SENSITIVITY	-108 DBM
OUTPUT POWER AT CABINET ANTENNA CONNECTOR (H2D)	38.0 DBM

- NOTES:
1. 1.5 hours of battery backup is provided for full TRX operation. An additional 0.5 hours is provided for the BCF without TRX operation.
 2. Maximum is defined as batteries charging and heaters active. Auxilliary 110V outlet power must be added to this figure.
 3. Normal is defined as batteries not charging and heaters not active.

- NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR OFFLOADING THE CABINET UPON DELIVERY.
 2. CONTRACTOR RESPONSIBLE FOR RF CABLING TO THE COMBINERS, RF CABLE SHALL BE COLOR CODED AT THE COMBINER, OUTSIDE OF CABINET, AT TOWER (OR AT CABLE TRAY CONVERGENCE) AND AT ANTENNAE.
 3. CONTRACTOR IS RESPONSIBLE FOR MOUNTING THE TELCO AND ALARM DEMARCATION BLOCKS AFTER COAX IS PULLED AND CONNECTING PHONE LINE FROM THE SMARTJACK.
 4. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL BOOT-CUSHION ASSEMBLIES FOR THE COAXIAL CABLE ENTRY INTO THE BASE UNIT.
 5. CONTRACTOR SHALL MOUNT THE CABINET TO THE BASE UNIT WITH HARDWARE SUPPLIED WITH NORTEL COMPLETION KIT # NTQA70GA, AND SUPPLY THE HARDWARE NEEDED TO ATTACHED THE BASE TEMPLATE AND BASE TO THE MOUNTING PLATFORM.
 6. SPECIAL CARE WILL BE TAKEN TO ENSURE AN 8' VERTICAL CLEARANCE ABOVE MOUNTING PLATFORM TO ALLOW FOR MAINTENANCE OF THE BATTERIES AND HVAC UNIT.
 7. CONTRACTOR SHALL DETERMINE THE BEST-FIT LOCATION FOR THE POWER AND TELCO ENTRANCES INTO THE BASE UNIT.

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8850 WEST BRYN MAWR AVE., 1ST FLOOR
CHICAGO, IL 60631
CHICAGO, IL 60631
PHONE: 847-444-1400
FAX: 773-444-1500

KCS CORPORATION
CONSULTING ENGINEERS
1310 REMINGTON RD., SUITE C
CHICAGO, IL 60631
PHONE: 847-480-8225
FAX: 847-480-8225
www.kscorp.com

REVISIONS	DATE
ISSUED FOR REVIEW	11/11/03
ISSUED FOR CONSTRUCTION	11/18/03

ELECTRICAL DETAIL
PEKIN WATER DEPT.
CH39-256B
808 FRONT ST.
PEKIN, IL 61554

SETH M. SETH
062-051290
EXP: 11/30/2003, DATE: 11/18/03

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256B-E2
SHEET No.

REVISIONS		DATE
△	ISSUED FOR REVIEW	11/11/03
△	ISSUED FOR CONSTRUCTION	11/18/03
△		
△		

GND. PLAN & ELEV.
PEKIN WATER DEPT.
CH39-256B
606 FRONT ST.
PEKIN, IL 61554

SERIAL NO. OF THE
0002-0076.
[Signature]
SIGNATURE:
TIMES: 11/30/2003 DATE: 11/18/03

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DRAWING NAME
256B-E3

SHEET No.

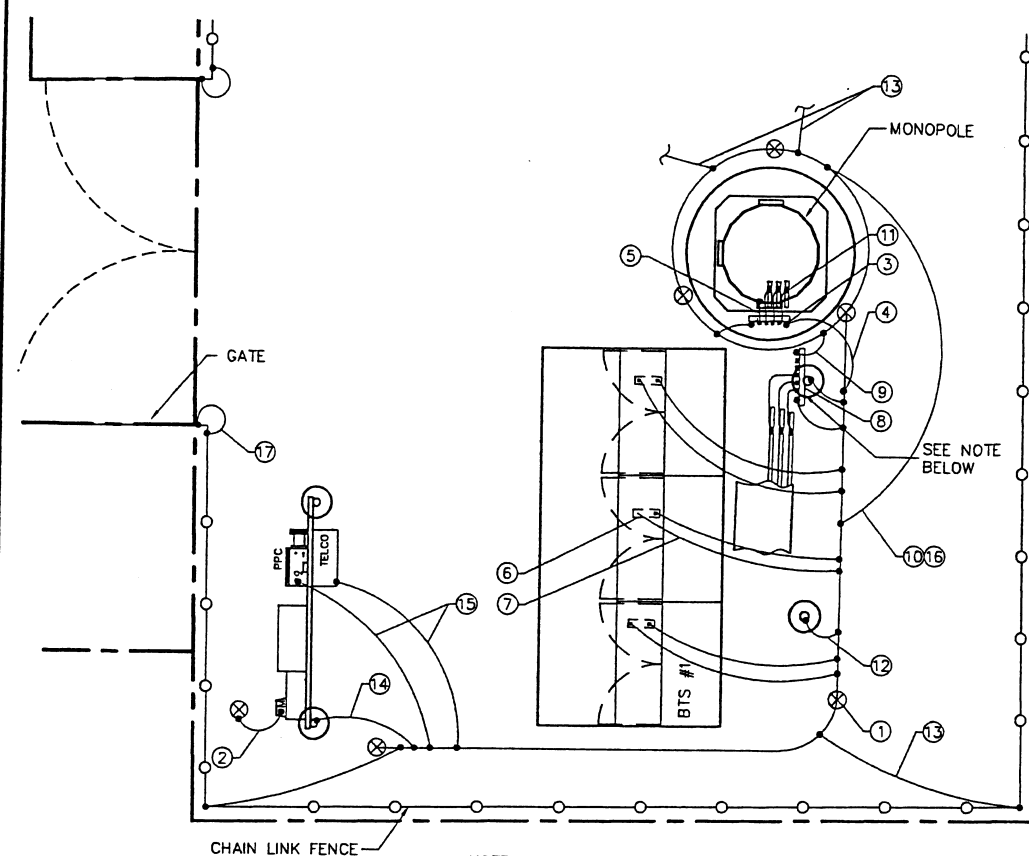
E-3

1. 5/8" x 10'-0" COPPER CLAD GROUND ROD.
2. 5/8" x 10'-0" COPPER CLAD ISOLATED GROUND ROD FOR ELECTRICAL SERVICE. (4" ABOVE GRADE)
3. 12" COPPER GROUND BAR AS MFD. BY MTS PART # MKT-C6714, PS # 4185
4. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR (2 REQ'D).
5. #2 AWG GREEN INSULATED, STRANDED GROUND WIRE CONNECT TO LOWER TOWER GROUND BAR W/ 2 HOLE LONG BARREL COMPRESSION LUG. SUPPORT W/ KELLEMS GRIP.
6. PLINTH GROUND BAR. (SUPPLIED W/ PLINTH)
7. #2 AWG GREEN INSULATED STRANDED GROUND WIRE (2 REQ'D)
8. MASTER GROUND BAR (MGB) . 18" OR LARGER COPPER GROUND BAR AS MFD. BY MTS PART # MKT-C6715, PS # 4244
9. #2 SOLID, TINNED BARE COPPER GROUND WIRE, FROM MGB TO GROUND RING. BOND TO GROUND RING W/ VB TYPE CADWELD.
10. #2 SOLID TINNED, BARE COPPER GROUND WIRE CONNECTING NEW GROUND RING TO EXIST GROUND RING.
11. COAX GROUND KIT NEAR BASE OF TOWER AND BTS CONNECTED TO GROUND BAR W/ COMPRESSION TYPE CONNECTION.
12. #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND COAX BRIDGE POST W/ VS TYPE CADWELD. (1 PER POST REQUIRED).
13. #2 SOLID TINNED, BARE COPPER GROUND WIRE BOND FENCE POST W/ VS TYPE CADWELD.
14. #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND UTILITY SUPPORT POST W/ VS TYPE CADWELD.
15. #2 SOLID TINNED, BARE COPPER GROUND WIRE BOND ELECTRICAL & TELCO SERVICE W/ VS TYPE CADWELD
16. ALL GROUND LEADS ABOVE GROUND SHALL BE LOCATED INSIDE 3/4" SCH. 40 PVC PIPE.
17. A.L.T. OR EQUAL 2/O GROUNDING CONDUCTOR W/ BLACK NEOPRENE INSULATION & PRE-CAPPED ENDS ATTACH TO GATE POST AND GATE FRAME W/ VS TYPE CADWELD. INSTALL W/ WELDS 18" ABOVE FINISHED GRADE.

1. GROUND RODS SHALL BE INSTALLED NOT MORE THAN 10 FEET APART.
2. GROUND RODS SHALL BE INSTALLED 42" MIN. BELOW GRADE.
3. ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE # 2 AWG SOLID, TINNED BARE COPPER WIRE.
4. ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
5. UNLESS PROVIDED W/ A FACTORY APPLIED LEAD, ALL CONNECTIONS TO GROUND BARS SHALL BE BURNDY HYGROUND COMPRESSION LUGS OR EQUAL.
6. ALL EXOTHERMIC WELDS TO GALVANIZED OR PAINTED STEEL SHALL BE TO BARE METAL. GRIND GALV. FINISH OR PAINT OFF PRIOR TO WELDING, REPAIR GALV. FINISH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
7. ALL LUG CONNECTORS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
8. ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE STAINLESS STEEL.
9. ALL MECHANICAL CONNECTIONS SHALL HAVE NAOX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.
10. ALL GROUND LEADS FROM BUS BARS TO GROUND RING SHALL BE CAD WELDED AT BOTH ENDS.

CONTRACTOR SHALL BE CAREFUL OF EXIST. BURIED
GROUND WIRES DURING EXCAVATION. RELOCATE
PROPOSED CONSTRUCTION TO AVOID INTERFERENCE W/
EXIST. GROUND WIRES. IF RELOCATION OF PROPOSED
CONST. IS NOT POSSIBLE, RELOCATE EXIST. GROUNDING IN
SUCH A WAY TO MAINTAIN INTEGRITY OF EXIST.
GROUNDING SYSTEM.

	GROUND BAR OR ARRESTOR BAR
	5/8" ϕ x 10'-0" GROUND ROD
	CADWELD OR APPROVED CONNECTION
	SPARE GROUND LEAD
	MECHANICAL CONNECTION

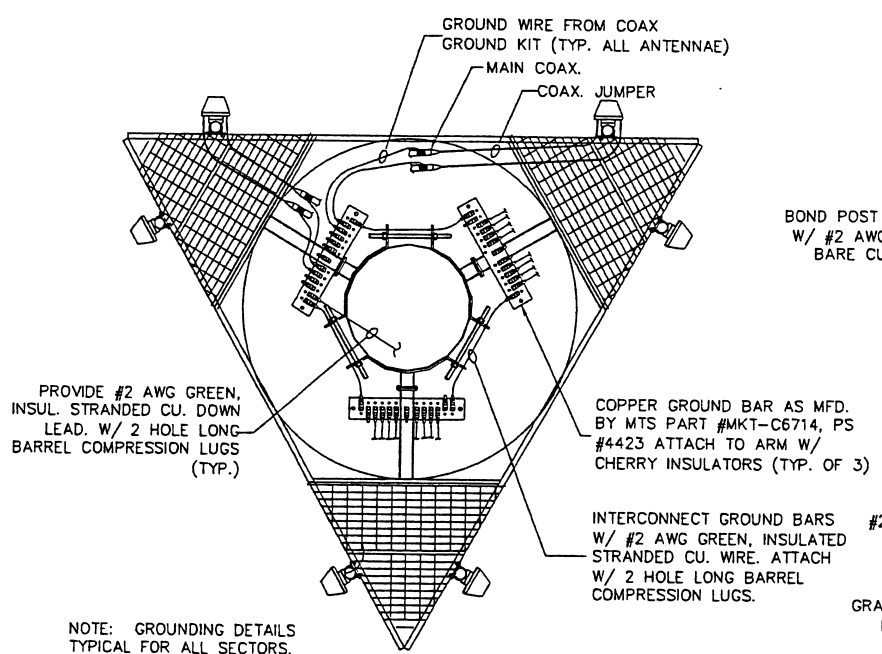
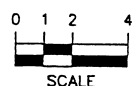


NOTE:

IF DISTANCE BETWEEN GROUND BARS AT BASE OF TOWER & BEHIND BTS IS LESS THAN 8', PROVIDE ONLY ONE GROUND BAR, AT BASE OF TOWER.

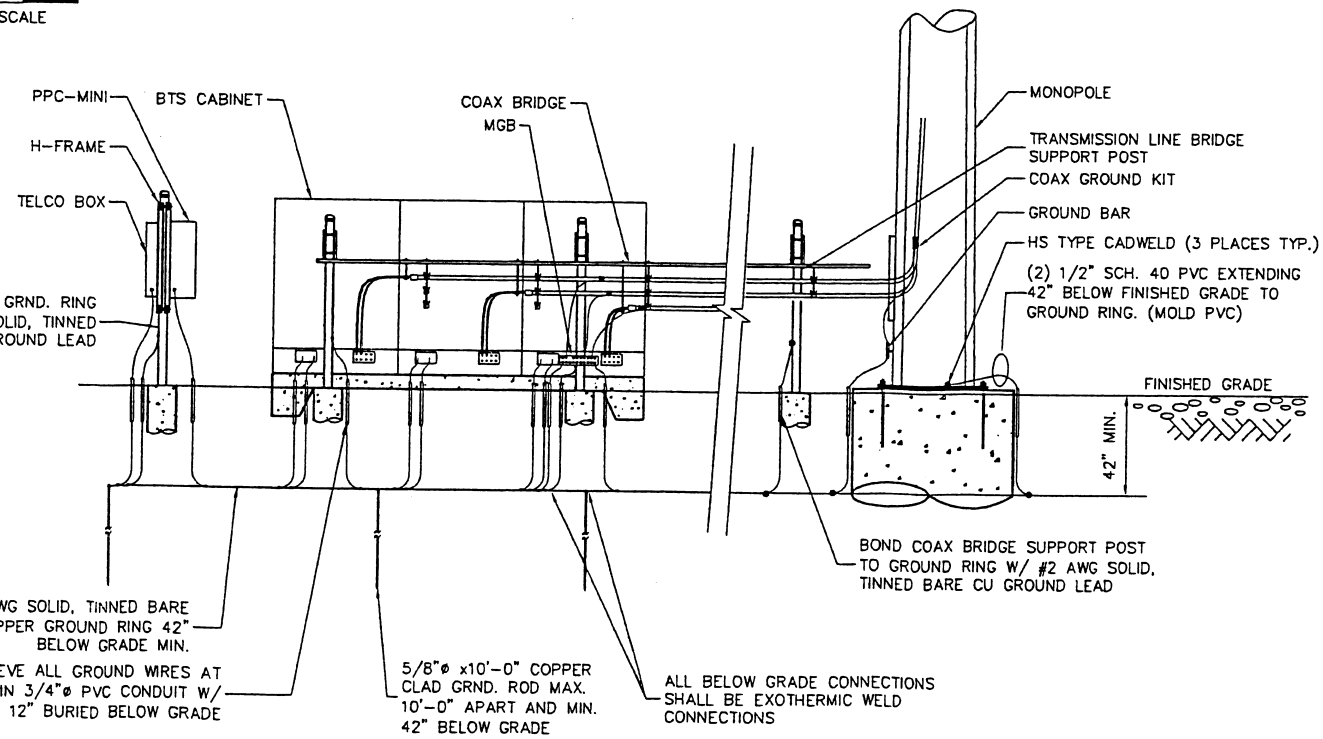


① GROUNDING PLAN
SCALE: 1/4" = 1'-0"

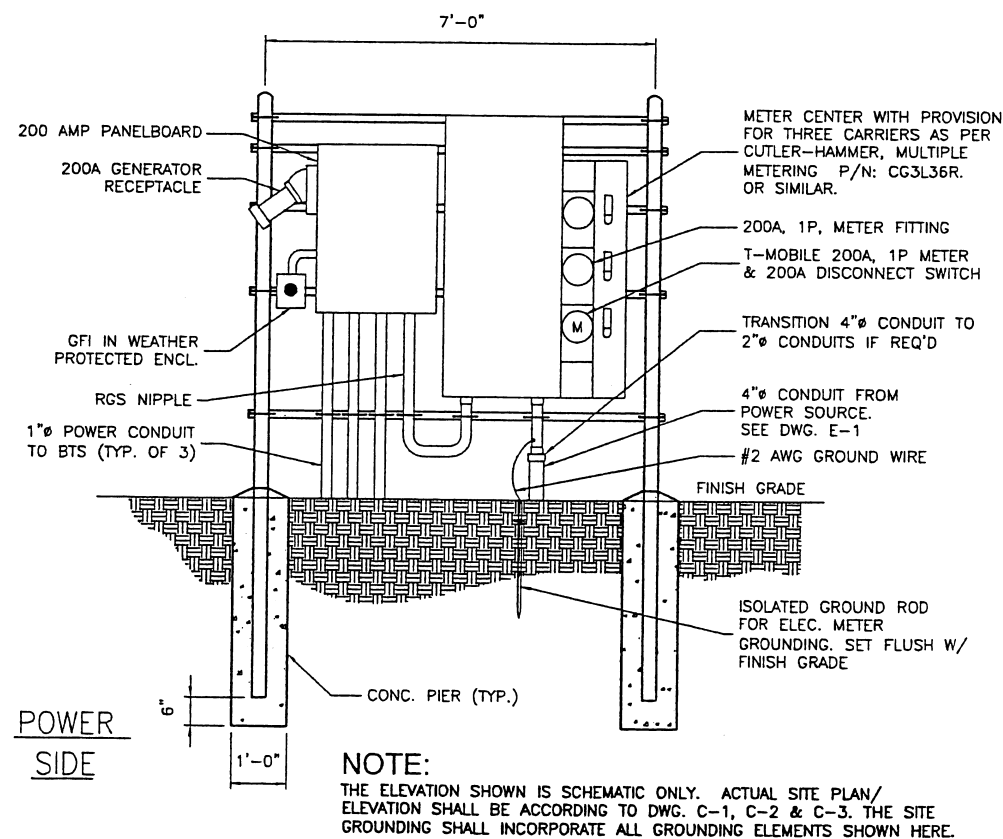
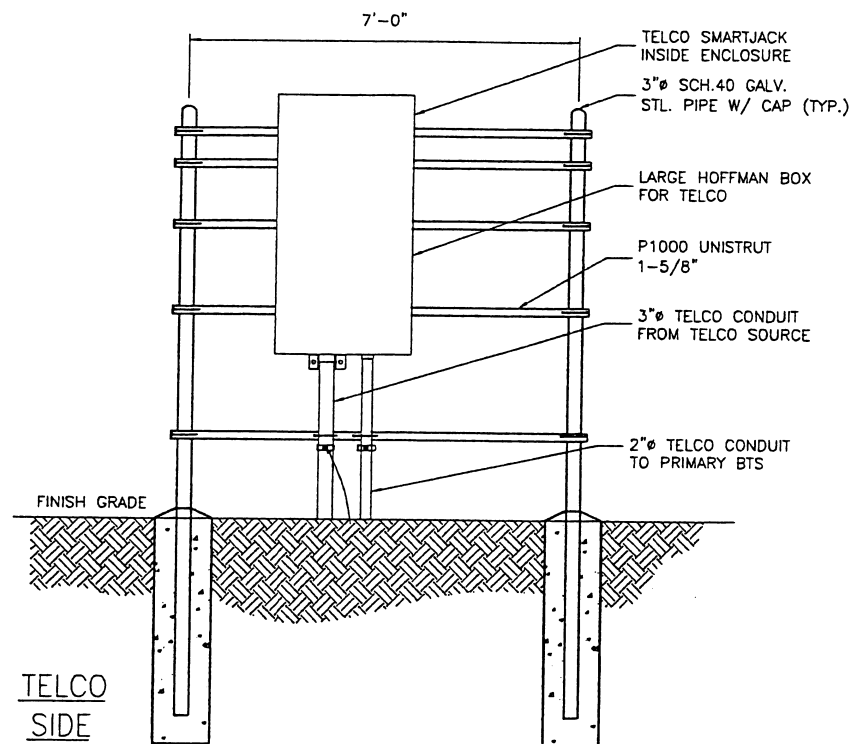


NOTE: GROUNDING DETAILS
TYPICAL FOR ALL SECTORS.

3 ANTENNA PLATFORM GROUNDING DETAIL
SCALE: N.T.S.



4 TYPICAL SITE GROUNDING ELEVATION
— SCALE: N.T.S.

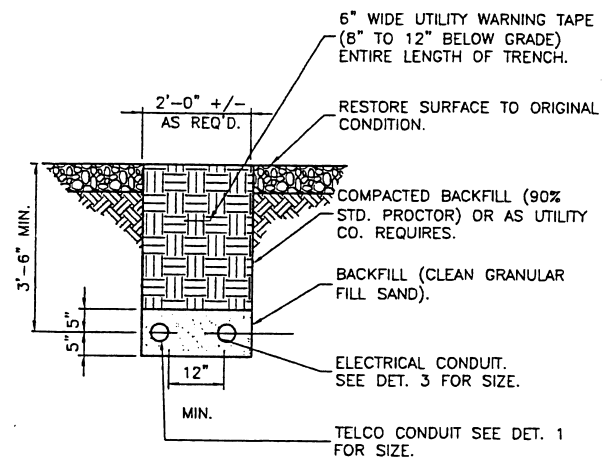


1 H-FRAME DETAILS
SCALE: N.T.S.

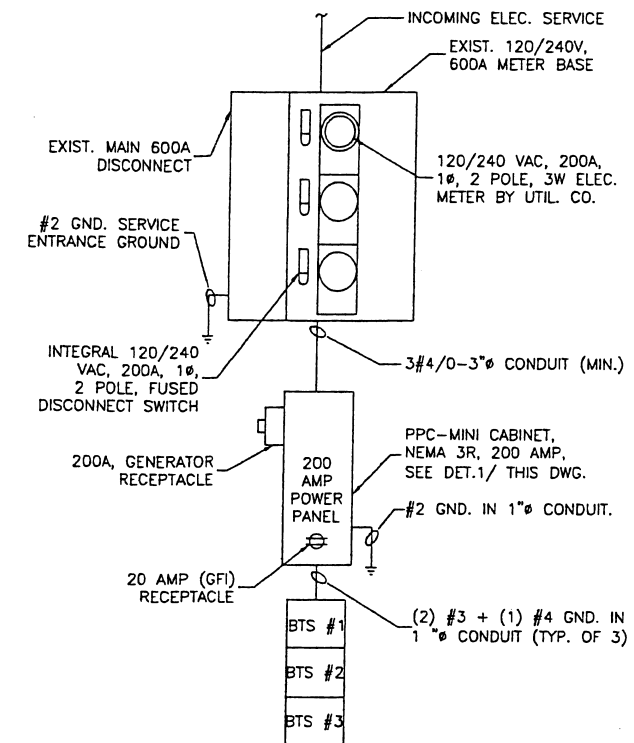
ELECTRICAL LOAD SUMMARY

VOLTAGE: 120/240		1 PHASE		BUS: 200A.					
TYPE: 200A MCB		10,000 AIC		LOCATION: PPC					
REMARKS	BREAKER			KVS LOADS PER PHASE		BREAKER			REMARKS
	POLES	AMPS	CIRCUIT #			CIRCUIT #	AMPS	POLES	
				A	B				
BTS 2	2	100	1	3.25	-	2	20	1	LIGHTING
---	-	-	3	3.25		4	-	-	---
BTS 3	2	100	5	3.25	3.25	6	100	2	BTS 1
---	-	-	7	3.25		8	-	-	---
TOWER LIGHT (IF REQ'D)	2	60	9	-	0.2	10	20	1	RECEPTACLES
---	-	-	11	-		12	20	1	---
KVA TOTALS				9.95	9.75				
AMPS TOTALS				83	81				
RECEPTACLES = 0.2 KVA									
LIGHTING = 0.0 x 1.25 = 0.0 KVA									
OTHER = 9.75 KVA									
TOTAL = 9.95 KVA									

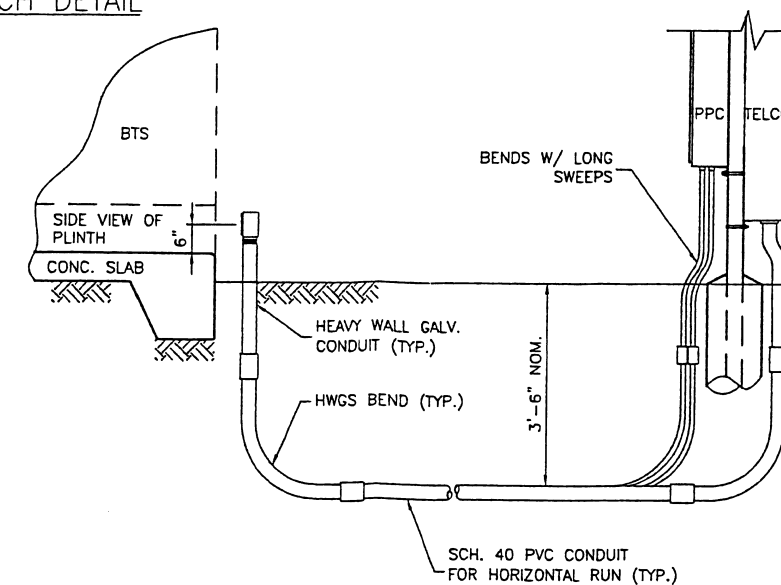
2 ELECTRICAL LOAD SUMMARY



4 JOINT UTILITY TRENCH DETAIL
SCALE: N.T.S.



3 ELECTRICAL SCHEMATIC DIAGRAM
SCALE: N.T.S.



5 TYPICAL ELEVATION-CONDUITS
SCALE: N.T.S.

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FAX: 815-480-8225
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DATE	REVISIONS
11/11/03	ISSUED FOR REVIEW
11/18/03	ISSUED FOR CONSTRUCTION

ELECTRICAL DETS.
PEKIN WATER DEPT.
CH39-256B
608 FRONT ST.
PEKIN, IL 61554

MEESH M. SETHI
0062-051290

SIGNATURE: 11/30/2003 DATE: 11/18/03

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E-4

Exhibit B

LEGAL DESCRIPTION OF PROPOSED LEASE PARCEL

Part of the Fractional Northwest Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly bounded and described as follows:

Commencing at the Intersection of the Southeasterly Right-of-Way Line of Front Street with the Westerly Right-of-Way Line of the Peoria and Pekin Union Railway Company in the Northeast part of said Northwest Quarter of Section 3; Thence South 05° 47' 00" West, along the Westerly Right-of-Way Line of the Peoria and Pekin Union Railway Company, a distance of 142.00 feet; Thence North 84° 13' 00" West, a distance of 4.00 feet to the Point of Beginning of the Tract of land to be described; Thence South 05° 47' 00" West, a distance of 40.00 feet; Thence North 84° 13' 00" West, a distance of 30.00 feet; Thence North 05° 47' 00" East, a distance of 40.00 feet; Thence South 84° 13' 00" East, a distance of 30.00 feet to the Point of Beginning containing 1200 square feet more or less.

LEGAL DESCRIPTION OF PROPOSED ACCESS EASEMENT

3

Part of the Fractional Northwest Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly bounded and described as follows: Commencing at a Point on the Southeasterly Right-of-Way Line of Front Street that is 29.25 feet Southwesterly of the Intersection of the said Southeasterly Right-of-Way Line of Front Street with the Westerly Right-of-Way Line of the Peoria and Pekin Union Railway Company in the Northeast part of said Northwest Quarter of Section 3 as the Point of Beginning of the Tract of Land to be described; Thence South 20° 01' 00" West, a distance of 98.41 feet; Thence South 05° 47' 00" West, a distance of 36.00 feet; Thence South 84° 13' 00" East, a distance of 6.00 feet to a Point on the Westerly Line of the Lease Parcel described above; Thence South 05° 47' 00" West, along the Westerly Line of the Lease Parcel described above, a distance of 12.00 feet; Thence North 83° 35' 00" West, a distance of 18.00 feet; Thence North 05° 47' 00" East, a distance of 49.30 feet; Thence North 20° 01' 00" East, a distance of 63.99 feet to a Point on the Southeasterly Right-of-Way Line of said Front Street; Thence North 38° 29' 26" East along the Southeasterly Right-of-Way Line of said Front Street, a distance of 37.87 feet to the Point of Beginning containing 1630 square feet more or less.

LEGAL DESCRIPTION OF PROPOSED UTILITY EASEMENT

Part of the Fractional Northwest Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly bounded and described as follows: Commencing at a Point on the Southeasterly Right-of-Way Line of Front Street that is 198.69 feet Southwesterly of the Intersection of the said Southeasterly Right-of-Way Line of Front Street with the Westerly Right-of-Way Line of the Peoria and Pekin Union Railway Company in the Northeast part of said Northwest Quarter of Section 3 as the Point of Beginning of the Tract of Land to be described; Thence North 83° 35' 00" West, a distance of 73.37 feet to a Point on the Westerly line of the Lease Parcel described above; Thence South 05° 47' 00" West, along the Westerly line of the Lease Parcel described above, a distance of 8.00 feet; Thence North 83° 35' 00" West, a distance of 69.03 feet; Thence South 38° 29' 26" West, a distance of 206.88 feet; Thence North 51° 30' 34" West, a distance of 8.00 feet to a Point on the Southeasterly Right-of-Way Line of said Front Street; Thence North 38° 29' 26" East, along the Easterly Right-of-Way Line of said Front Street, a distance of 211.31 feet to the Point of Beginning containing 2242 square feet more or less.

EXHIBIT "C"
INSURANCE REQUIREMENTS

The Lessee may not use the premises or commence work until it has obtained all insurance required under this Exhibit C and until the insurance has been approved by the owner. The Lessee may not allow any contractor or subcontractor to commence work on his or her contract or subcontract until all similar insurance required by the contractor or subcontractor has been so obtained and approved. Insurance required consists of the following:

- (a.) Worker's Compensation Insurance for all of the Lessee's contractor's, or subcontractor's employees engaged in work at the work site.
- (b.) Public Liability and Property Damage Insurance with Lessor [REDACTED] named as additional insureds taken out and maintained for the duration of the contract by the Lessee contractor or subcontractor to protect the Lessor, Lessee, [REDACTED] contractors and subcontractors from claims for damages for personal injury, accidental death, and to property. The amounts of insurance must be at least as follows:

Public Liability Insurance. Not less than one million dollars (\$1,000,000) for injuries including wrongful death to any one person and subject to the same limits for each person, in an amount not less than two million dollars (\$2,000,000) on account of one accident.

Property Damage Insurance. Not less than five hundred thousand dollars (\$500,000).

All insurance acquired under the terms of this article must be obtained through an insurance company authorized to do business in the State of Illinois, and certificates of insurance must be filed with the City Clerk at least annually on the anniversary date of the Lease.

Exhibit D

Installation and Maintenance Criteria

- A. Lessee shall, at Lessee's expense, keep and maintain the Premises in a commercially reasonable condition and repair during the term of this Lease. Lessee agrees to maintain the Antenna Facilities in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Lease by Lessee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements. Lessor assumes no responsibility for the licensing, operation and/or maintenance of the Antenna Facilities. Lessee shall comply with all of the terms of its FCC lease.
- B. Prior to installing or allowing any Antenna Facilities to be installed in or on the Premises, Lessee shall submit detailed engineering plans and specifications of the planned installation to Lessor, [REDACTED] for Lessor's written approval, which approval shall not be unreasonably withheld or delayed. Lessor's review of Lessee's plans shall include a review of the appearance of the planned installation. Lessor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Property. Lessee will notify Lessor [REDACTED] to arrange a mandatory pre-construction meeting on the site. No work shall begin on the site until after this pre-construction meeting. Within ten (10) days after execution of this Lease, but no later than the Commencement Date, Lessee will at its own cost and expense deliver to Lessor and Manager the certificates of insurance as required under this Lease confirming that such insurance has been obtained and is in effect.
- C. All installation and other work to be performed by Lessee hereunder will be done in such a manner so as not to interfere materially with, delay, or impose any additional expense upon Lessor in maintaining the Premises. In no event will Lessor be required to consent to any installation or other work by Lessee which would, in Lessor's sole judgment, adversely affect any part of the Premises. All cable runs, conduit and sleeving shall be installed in a good workmanlike manner. Cables and transmission lines shall be routed and attached in accordance with current, state of the art, industry practices. The Antenna Facilities shall be identified with permanently marked, weather proof tags at the following locations: (i) each antenna bracket; (ii) at the transmission line Premises entry point; (iii) at the interior wall feed through or any other transmission line exit point; and (iv) at any transmitter combiner, duplexer, or multified receive port. In addition, all Lessee telephone blocks, demarcs, and cables shall be clearly identified with the Lessee's name, type of line, and circuit number.
- D. Lessee shall at all times obtain and maintain any leases, permits, and approvals necessary for the installation or operation of the Antenna Facilities at its sole cost and expense.

Memorandum of Lease

Assessor's Parcel Number: 04-10-03-100-002

Between City of Pekin ("Landlord") and Voicestream GSM I Operating Co., LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between City of Pekin, a(n) County of Tazewell, and State of Illinois ("Landlord") and Voicestream GSM I Operating Co., LLC, a A Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of 0 (0) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional 0 (0) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for two (2) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Pekin

By: _____
 Printed Name: _____
 Its: _____
 Date: _____

LANDLORD:

By: _____
 Printed Name: _____
 Its: _____
 Date: _____

TENANT: Voicestream GSM I Operating Co., LLC

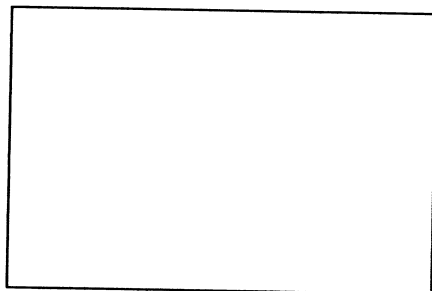
By: _____
 Printed Name: Greg Cisewski
 Its: Regional Vice President, Engineering And Operations
 Date: _____

[Notary block for Landlord]**[Notary block for Corporation, Partnership, Limited Liability Company]**

STATE OF _____)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
 _____ of _____ a _____ [type of entity], on behalf of said
 _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

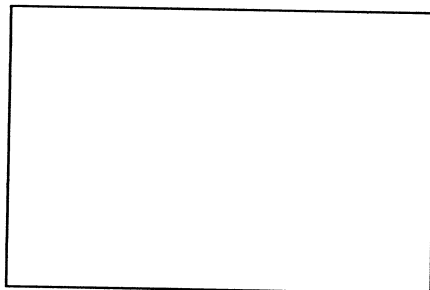
 Notary Public
 Print Name _____
 My commission expires _____

[Notary block for Individual]

STATE OF _____)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____ .

Dated: _____



(Use this space for notary stamp/seal)

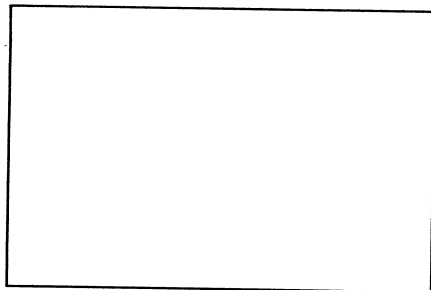
 Notary Public
 Print Name _____
 My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that Greg Cisewski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President, Engineering And Operations of Voicestream GSM I Operating Co., LLC, a A Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

ORDINANCE NO. 2442**AN ORDINANCE AMENDING
SECTION 1-6B-1, ET SEQ. OF CHAPTER 6B,
REGARDING THE OFFICE OF THE TREASURER**

WHEREAS, the City of Pekin desires, pursuant to Section 1-6B-4 to assign other duties to the City Treasurer; and

WHEREAS, the Ordinances of the City of Pekin provide for the amendment and addition of additional duties from time to time by ordinance; and

WHEREAS, it is in the best interests of the citizens of Pekin to make amendments hereinafter provided.

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

That Section 1-6B-4 of Chapter 6B, "Office of the Treasurer" is amended as follows:

To Section 1-6B-4A add the underlined:

Receive all money belonging to the Municipality, "and oversee the collection, receipt, and deposit of City revenues;"

To Section 1-6B-4G add the underlined:

Deliver to the City Clerk each month the monthly account and all warrants and vouchers paid as reported therein, "and generate financial statements and cash balance reports for the City Council and City Manager;"

To Section 1-6B-4F add the following underlined:

At the end of each month, render an accounting under oath to the Council showing the state of the treasury at the date of the account and the balance of the money in the treasury. The account shall be accompanied by a statement of all money received into the treasury, and on

what account together with all the warrants paid. “Monitor cash flow to assess the availability of funds and make recommendations regarding budgetary expenditures;”

Add as a new sub-paragraph J:

“Maintain current and accurate information on City investments, and report thereon at least monthly to the Mayor, Council and City Manager;”

Add as a new sub-paragraph K:

“Participate on Police and Fire Pension Boards as set forth and required in applicable sections of State statutes;”

Add as a new sub-paragraph L:

“Maintain records of pledged collateral by named City depositories, to assure compliance with policies, statutes, ordinances and agreements;”

Redesignate former sub-paragraph J - “Perform such other duties as may be prescribed from time to time by statute or ordinance.” as new sub-paragraph M.

Add the underlined by way of amendment, to Section 1-6B-5A:

“Using sound financial practices,” enter into agreements of any definite or indefinite term regarding the deposit, redeposit, investment, reinvestment or withdrawal of Municipal funds.

BE IT FURTHER ORDAINED that Section H shall be eliminated, but all other provisions of Section 1-6B of the City Code and all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this _____ day of _____, 2005, and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 6B

OFFICE OF THE TREASURER

SECTION:

- 1-6B-1: Creation of Department, Department of Treasury
- 1-6B-2: Office of the Treasurer
- 1-6B-3: Appointment; Bond; Oath
- 1-6B-4: Treasurer's Duties
- 1-6B-5: Treasurer's Authority
- 1-6B-6: Deputy Treasurer

1-6B-1: CREATION OF DEPARTMENT, OFFICE OF THE TREASURER: There is hereby established and created an Office of the Treasurer. The Office of the Treasurer shall consist of the Treasurer and such other positions as may be approved from time to time by the City Council.

1-6B-2: OFFICE OF THE TREASURER: There is hereby established and created the position of Treasurer who shall be an officer of the City and supervisor of the Office of the Treasurer.

1-6B-3: APPOINTMENT; BOND; OATH:

A. Appointment: The Treasurer shall be appointed by the Mayor with the approval of the City Council and shall be under the supervision of the City Manager. (ORD. NO. 2393 10/25/04)

B. Bond: Before entering upon the duties of his office, the Treasurer shall execute a bond in such amount and with such sureties as is required by statute, but in no event less than \$100,000, conditioned upon the faithful performance of his or her duties.

C. Oath: Before entering upon the duties of his office, the Treasurer shall swear or affirm the oath required by statute.

1-6B-4: TREASURER'S DUTIES: The Treasurer shall:

A. The city treasurer shall receive all monies belonging to the city municipality and oversees the collection, receipt, and deposit of City revenues and shall render at the end of each month, and oftener if required, a statement, under oath, to the city clerk, showing the state of the treasury at the time of such account, and the balance of the money in the treasury. Such statement shall set forth all the moneys received by him, and from whom, and in what account they shall have been received; also all moneys paid out by him, and on what account they shall have been paid.

B. The city treasurer shall cause to be kept books of account, in such a manner as to show with entire accuracy, all moneys received by him, and from whom, and on what account they shall have been received; and all moneys paid out by him, and on what

account they shall have been paid; and in such a manner that such books may be readily understood and investigated. Such books, and all papers and files in his office, shall be at all times open to the examination of the city clerk or any member of the city council.

C. The city treasurer shall make to the city clerk a monthly report, under oath, on or before the third Tuesday of each succeeding month, for each calendar month, of all interest on moneys received by or credited to the city treasurer or to the city, by any bank or other depository in which is deposited any interest-bearing moneys of the city, including trust funds and special deposits.

D. Give every person paying money into the treasury a receipt therefore, specifying the date of payment, and upon what account paid and file copies of these receipts with the Clerk with the Treasurer's monthly reports;

E. Pay any warrant lawfully drawn upon the treasurer if money has been properly appropriated to the payment of such warrant and the funds exist for the payment thereof;

F. At the end of each month, render an accounting under oath to the Council showing the state of the treasury at the date of the account and the balance of money in the treasury. The account shall be accompanied by a statement of all money received into the treasury, and on what account together with all warrants paid **monitor cash flow to assess the availability of funds and make recommendations regarding budgetary expenditures;**

G. Deliver to the City Clerk each month the monthly account and all warrants and vouchers paid as reported therein **and generate financial statements and cash balance reports for the City Council and City Manager;**

H. Keep a register of all warrants, which shall describe each warrant, showing its date, amount and number, the fund from which paid, the name of the person to whom paid and when paid and shall return all warrants paid marked "paid";

I. File within six months after the end of each fiscal year with the City Clerk an account of monies received and expenditures incurred during the preceding fiscal year as provided by statute and file said account as certified by the City Clerk as provided by statute with the County Collector;

J. **Maintain current and accurate information on City investments, and report thereon at least monthly to the Mayor, Council and City Manager**

K. **Participates on Police and Fire Pension Boards as set forth and required in applicable sections of State statutes.**

L. Maintain records of pledged collateral by named City depositories, to assure compliance with policies, statutes, ordinances and agreements.

M. Perform such other duties as may be prescribed from time to time by statute or ordinance.

1-6B-5: TREASURER'S AUTHORITY.

The Treasurer shall have the authority to:

A. Using sound financial practices, enter into agreements of any definite or indefinite term regarding the deposit, redeposit, investment, reinvestment or withdrawal of Municipal funds.

- B. Combine moneys from more than one fund for the purpose of investing such funds;
- C. Join with other Municipal Treasurers or Municipalities for the purpose of investing the Municipal funds of which the Treasurer has custody;
- D. Do and perform such other functions as allowed from time to time by statute.

1-6B-6: DEPUTY TREASURER. The Treasurer, when authorized by the City Council, may appoint one person, with the advice of the City Manager, to serve as Deputy Treasurer as that position becomes necessary. Such Deputy Treasurer shall serve under the supervision of the City Treasurer and perform such duties and functions as may, from time to time, be assigned by the City Treasurer. Said Deputy Treasurer may act in the capacity of the City Treasurer at such time during the absence of the City Treasurer.