



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF MARCH 14, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of February 28, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Police, Fire, Tazewell County Animal Control, Inspections, Traffic Safety, and Building
2. Proclamation: "Motorcycle Awareness" Month of May
"Job's Daughters Day" March 22, 2005
"Doctors' Week" March 30, 2005
3. Charitable Solicitation: Central Illinois Lightning Baseball Team Tag Day April 23, 2005
4. Receive and File 2005 GO Bond Proposals
5. Receive and File Application for Federal Assistance with DOT for Pekin Municipal Bus Service
6. Wastewater Treatment Contract Operations Process

VII. COMMUNICATIONS, PETITIONS, REPORTS

Retirement Presentation to Dan Bonnette (CL)

Public Hearing Five-Year Consolidated Plan and Action Plan (PA)

VIII. UNFINISHED BUSINESS

1. Ordinance No. 2412 - Amending Title 1, Chapter 5, Section 3 of the Code Regarding Electronic Attendance at Public Meetings (SB)
2. Special Use Car Lot 1800 Court Street (JW)
3. Site Plan Used Car Lot 1800 Court Street (JW)

IX. NEW BUSINESS

1. Adopt Five-Year Consolidated Plan and One-Year Action Plan PA)
2. Ordinance No. 1462-A232 – Amending Title 8, Chapter 2, Section 9 of the Traffic Code Regarding Authorized Stops – Monticello and Potomac Streets (HR)
3. Agreement with CMT for Signalization at Intersection of 14th and Park Avenue (JW)
4. Resolution No. 97-04/05 - Appropriating MFT Funding for Engineering \$37,800.00 (JW)
5. Resolution No. 98-04/05 - Appropriating MFT Funding Construction \$90,750.00 (JW)
6. Ordinance No. 2414-OA - Amending Title 9, Chapters 6 and 7 of the Code Regarding Special Use Liquor Sales (JW)
7. Resolution No. 99-04/05 - Accepting a Deed for Outlot B in Sunset Hills Ext. No. 25 (JW)
8. Quotes Dewatering System Eastside Fire Station (GR)
9. Ordinance No. 2415 - Providing for the Issue of a Taxable General Obligation Bond, Series 2005 in the amount of \$1,120,000.00 (BR)
10. Ordinance No. 2416 – Providing for Execution of an Agreement to Purchase and the Purchase of Real Property – Tucker/Riverway Business Park (KU)

XI. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

XII. EXECUTIVE SESSION

Purchase of Real Estate ILCS 120/2 (c) 7.

XIII. 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, FEBRUARY 28, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, RICHMOND, MASSAGLIA, AND JONES

ABSENT: COMMISSIONER MADDOX

The Pledge of Allegiance was led by Mayor Howard

The Mayor informed Council that Commissioner Maddox had made him aware by a copy of a letter that he would be unable to attend the meeting due to his agreement to serve on Loucks-Edison Strategic Planning Committee.

Roll was called and all commissioners were present except Com'r. Maddox.

Agenda

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **agenda be amended** by removing under Communications, Petitions, Reports, Retirement Presentation and under Consent Agenda remove item 6. Resolution No. 94-04-05 to New Business as 8 (a). On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **agenda be approved as amended**. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **Minutes of the Regular City Council Meeting of February 14, 2005 and the Special Council Meeting February 17, 2005 be approved as written**. On roll call vote, all present voted Aye.

Public Input

Michael Goetz Executive Director of Laborers' Home Development Corp. informed Council of the proposed construction of an assisted senior living facility. Visual presentation of the building plan and finished \$8 million dollar facility were displayed. The project would be contingent upon the approval of the Illinois Department of Human Services. An environmental Impact study showed the home would work well in the area and a study showed there was need for additional supportive living. George Dingus President Development Services Group, Inc. reported that the corporation was assisting in the financial plan. The Laborers' Home Development Corp. had built a facility in Decatur last year. Council was requested to approve rezoning ordinance from B-3 to RM-3 Multiple Family Residential District of Lots 5,6,8 & 9 in Gingoteague Section Four owned by Paul Cross.

Consent Agenda

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

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the Consent Agenda **be approved as amended**.

1. Receive and File Monthly Reports: Project Status, Building Reports and LADD
2. Charitable Solicitation: Pekin Girls American Youth Basketball Tour April 8 and 9
3. Receive and File Illinois Environmental Protection Agency Storm Sewer Coverage
4. Policy No. 10 – Vehicle Maintenance
5. Resolution No. 93-04/05 - Final Plat Lake Whitehurst Cliffs Section Three
6. * moved to New Business
7. Receive and File Zoning Board of Appeals Minutes Dated February 9, 2005

8. Receive and File Pekin Planning Commission Minutes Dated February 9, 2005
9. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1650 – Recommends Approval Rezoning Laborers' Home Development Corp. Lots 5,6,8 & 9 Gingoteague Section Four
 - b. #1651 – Recommends Approval Special Use for Used Car Lot from Mike Holcomb located at 1800 Court Street
 - c. #1652 – Recommends Approval Site Plan 1800 Court Street as Used Car Lot

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Dan Kent Law Enforcement Liaison for Illinois Department of Transportation awarded the following five Pekin Police Officers DUI Enforcement Certificates for their efforts in helping to combat drunk driving:

Matt Dameron	29	James Guerra	53
Dennis Franks	30	May Pulliam	69
Dustin Salmon	43		

Police Chief Tim Gillespie extended appreciation for the officers' work.

New Business

ORDINANCE NO. 1568-A151

PROVIDING FOR THE REZONING OF CERTAIN PROPERTY IN GINGOTEAGUE SECTION 4 SUBDIVISION

PIN 10-10-11-412-001, 002, 004 & 005

Motion by Com'r. Jones, seconded by Com'r. Richmond, that Ordinance No. 1568-A151 be adopted. Public Works Director Joe Wuellner reported the Planning Commission recommended approval of rezoning to multifamily. The Zoning was appropriate fit in the area. Com'r. Jones questioned if the non-profit group was exempt from property tax. It was confirmed that the Group will pay property tax. On roll call vote, all present voted Aye.

Motion by Com'r. Massaglia, seconded by Com'r. Richmond that the **SPECIAL USE REQUEST FOR USED CAR LOT** located at 1800 Court Street by Mike Holcomb, be approved. Com'r. Richmond questioned if staff agreed with the site as a used car lot. Discussion followed. Motion by Com'r. Richmond, seconded by Com'r. Massaglia that the **SPECIAL USE REQUEST FOR USED CAR LOT** located at 1800 Court Street by Mike Holcomb, be tabled. On roll call vote, all present voted Aye.

Motion by Com'r. Massaglia seconded by Com'r. Richmond that the **SITE PLAN FOR USED CAR LOT** located at 1800 Court Street by Mike Holcomb, be approved. Motion by Com'r. Massaglia seconded by Com'r. Richmond that the **SITE PLAN FOR USED CAR LOT** located at 1800 Court Street by Mike Holcomb, be tabled. On roll call vote, all present voted Aye.

RESOLUTION NO. 95-04/05

RESPECTING CODE EXCEPTIONS FOR DRAGON'S DOME

Motion by Com'r. Massaglia, seconded by Com'r. Richmond, that Resolution No. 95-04/05 be adopted. Public Works Director Joe Wuellner explained that President Bob Adams requested an extension to the existing "temporary" Occupancy Permit because the fire suppression system had not been installed to date. Randy West Illinois American Water addressed questions regarding the completion of the water line upgrades. The extension to May 1, 2005 would require adoption of the resolution of intent, Planning Commission hearing and ordinance change. Mr. Wuellner recommended there be no further extensions, that if capacity is over 300 people or a non-sporting event, the Dome be required to hire the Fire Department to stand fire watch, and that if the system is not operational by May 1 the dome be closed. On roll call vote, all present voted Aye.

ORDINANCE NO. 2412

AMENDING TITLE 1, CHAPTER 5, SECTION 3 OF THE CODE OF THE CITY OF PEKIN REGARDING ELECTRONIC ATTENDANCE AT PUBLIC MEETINGS

Motion by Com'r. Massaglia, seconded by Com'r. Richmond, that Ordinance No. 2412 be adopted. Com'r. Jones asked for additional information and questioned the origin of the idea to implement the procedure. Motion by Com'r. Jones, seconded by Com'r. Richmond, that Ordinance No. 2412 be tabled. On roll call vote, all present voted Aye.

Motion by Com'r. Massaglia, seconded by Com'r. Richmond that the **LETTER OF UNDERSTANDING WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS** be approved. City Manager Dennis Kief told Council that IDOT planned to modernize traffic signals at 5 intersections in the City of Pekin. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **LEASE AGREEMENT WITH ILLINOIS DEPARTMENT OF NATURAL RESOURCES** for Rt. 29 Signage be approved. Director of Public Property Greg Ranney explained to Council that the renewal of the lease, which involved no money, was for the area the Welcome sign was on. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Jones that a **PUBLIC HEARING FOR ANNEXATION AGREEMENTS BE SET FOR MARCH 28, 2005 AT 5:30 P.M.** On roll call vote, all present voted Aye.

ORDINANCE NO. 2413

**AMENDING TITLE 3, CHAPTER 3, SECTION 3 OF THE CODE OF THE CITY OF PEKIN
REGARDING LIQUOR CODE**

Motion by Com'r. Richmond, seconded by Com'r. Jones, that Ordinance No. 2413 be adopted. Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that Ordinance No. 2413 be amended by removing Exhibit A and replacing with the following new Exhibit:

3-3-3 LOCAL LIQUOR COMMISSION

(a) A local liquor commission is created consisting of seven (7) members, including the Chief of Police and the Fire Chief, appointed by the Local Liquor Commissioner, subject to the advice and consent of the City Council, for the following terms: one (1) member shall be appointed for a term ending one year from date of appointment; one (2) member shall be appointed for a term ending two years from date of appointment; and one (2) member shall be appointed for a term ending three years from date of appointment. All appointments thereafter shall be for a term of three (3) years each. Members shall hold office for their designated terms and until their successors have been appointed. No license holder shall be appointed to the commission.

Council members spoke in support of a compromise to having the fire chief and police chief as voting members if the commission consisted of a total of 7 members. On roll call vote, all present voted Aye. On roll call vote, all present voted Aye on Ordinance 2413 as amended.

RESOLUTION NO. 94-04/05

APPOINTMENTS TO THE LIQUOR COMMISSION

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that Resolution No. 94-04/05 be adopted. Motion by Com'r. Richmond, seconded by Com'r. Jones, that Resolution No. 94-04/05 be amended by removing all persons and Staff Advisory and inserting in its place the following:

DON NELL
913 TRUMAN
346-2175..... TERM ENDS FEBRUARY, 2008

DAVID L. EITENMILLER
1518 SOUTH 5TH STREET
346-3015 TERM ENDS FEBRUARY, 2008

GARY ALLEN
213 GUNION
346-5583 TERM ENDS FEBRUARY, 2007

JOHN MCCABE
1407 GLENDALE
346-8303 TERM ENDS FEBRUARY, 2007

ROY BOCKLER
2226 AUTUMN
346-5808 TERM ENDS FEBRUARY, 2006

CHIEF OF POLICE INDEFINITE TERM

FIRE CHIEF INDEFINITE TERM

On roll call vote, all present voted Aye. On roll call vote, all present voted Aye on Ordinance 2413 as amended.

Public Questions

Bill Gilroy told Council that his cars were covered with concrete dust as a result of the demolition project of the grain bins. Public Works Director Joe Wuellner explained that a decision was made the day referred to not to keep the project watered because of the temperature and the direction of the wind into the equipment operator's eyes. Mayor Howard asked the City Manager to assess the monetary reconciliation Mr. Gilroy was seeking.

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

Executive Session was cancelled and there being no further business to come before the Council, a motion was made by Com'r. Richmond, seconded by Com'r. Jones that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 6:15 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR FEBRUARY 2005

Traffic Tickets	415
Warning Tickets	552
Offenses	494
Arrests	225
Parking tickets	531

Break down of Parking Tickets

Abandoned Vehicle	4
Fire Lane	2
No Parking Light	155
Handicapped	3
Improper Parking	77
Restricted Parking	253
No Parking Zone	32
Fire Hydrant	0
Bus Zone	0
Meter violation	5
TOTAL	531



City of Pekin

March 4, 2005

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department December 2004 report.

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of December 2004, the Pekin Fire Department responded to 244 calls total dollar loss was \$14,550.00.

Of this total, 186 (approximately 77%) were emergency medical calls, 43 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 7 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$14,550.00 for the month.

On December 15, 2004, Fire Fighters responded to a report of a vehicle fire at 906 South 5th Street. Upon arrival on the scene the Officer reported fire coming from the engine compartment of the vehicle. Fire Fighters extinguished the fire using a pre-connected 1 ¾" hoseline. Upon investigation Fire Fighters stated that the owner of the vehicle told them that her son had gone out to start the vehicle a couple of minutes prior to calling for the Fire Department. The cause of fire was determined to an electrical malfunction in the engine compartment. Estimated damage was approximately \$500.00 to the vehicle. 12 Fire Fighters responded to the scene.

On December 16, 2004 Fire Fighters responded to 303 Margaret Street to a report of a working vehicle fire. Upon arrival on the scene the Officer in charge reported that there was a late model Dodge Intrepid involved in fire. Fire Fighters extinguished the fire using a 1 ¾" pre-connected handline. Cause of the fire is undetermined. 4 Fire Fighters responded to the scene. Estimated damage was approximately \$10,000.00 to the vehicle.

On December 23, 2004 Fire Fighters responded to a report of a structure fire at 1223 Prince Street. Upon arrival the Officer on the scene reported that the occupants had met him front of the residence and stated that it was a dryer fire. Fire Fighters entered the structure and found that they had a clothes dryer and the occupants had already shut down the utilities to the residence prior to their arrival. The fire was extinguished with a dry chemical fire extinguisher. Estimated damage was approximately \$500.00 to the structure and \$200.00 to the contents. 12 Fire Fighters responded to the scene.

On December 29, 2004 Fire Fighters reported to a report of a structure fire in the apartment complex at 1900 Sheridan Road. Upon arrival the Officer on the scene reported that there was smoke coming from a secured apartment. The cause of the fire was determined to be the occupant was moving into the apartment that day and had placed some boxes on top of the stove and must have bumped the controls to the on position as she was moving the boxes in. Fire Fighters forced entry into the structure and extinguished the fire using a 1 ¾" handline. Fire Fighters ventilated the structure to clear the smoke from inside the residence. The fire was determined to be accidental by the Fire Investigator. Fire damage was confined to the area of origin. The estimated damage as a result of this fire was approximately \$2,500.00 to both vehicles and \$100.00 to contents. 12 Fire Fighters responded to the scene.

The Training Department conducted activities in Supervisory Training, Small Equipment Training, Building Tours and Pre-Plans, Emergency Medical Training, Ventilation Practices, Ropes and Knots (through Illinois Fire Service Institute), Structural Collapse (through Illinois Fire Service Institute). Total hours spent in training for the month of December was approximately 877 hours.

Total calls for the calendar year of 2004 were 3143 which is up a little from 2003.

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

March 4, 2005

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

Dear Mr. Kief,

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

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of January 2005, the Pekin Fire Department responded to 272 calls total dollar loss was \$45,950.00.

Of this total, 214 (approximately 79%) were emergency medical calls, 43 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 15 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$45,950.00 for the month.

On January 2, 2005, Fire Fighters responded to a report of a structure fire at 207 Greenbrook Drive. Upon arrival on the scene the Officer reported fire coming from the rear of the structure as well as the front of the structure through the broken pane in the picture window. Fire Fighters extinguished the fire using a pre-connected 1 ¾" hoseline. Upon investigation Fire Fighters secured several pieces of evidence, and requested Pekin Police Investigators and Pekin Fire Chief to respond to the scene to investigate an undetermined fire cause. 12 Fire Fighters responded to the scene 4 Fire Fighters were paged in to cover the City of Pekin and the Fire Chief was paged in to complete the investigation. Damage to the structure was estimated at \$17,000.00 and contents damage was estimated at \$10,000.00.

On January 2, 2005 Fire Fighters responded to 1316 South 9th Street to a report of a working structure fire. Upon arrival on the scene the Officer in charge reported that there was fire coming from the crawl space of the structure. Fire Fighters cut a hole in the floor in the kitchen area and in the side of the house under the floor area of the fire origin. Fire Fighters extinguished the fire using 2-1 ¾" hoselines. Cause of the fire is undetermined. This structure fire occurred within 15 minutes of the alarm for the structure fire at 207 Greenbrook Drive. 8 Fire Fighters responded to the scene, while the remainder of the Fire Fighters stayed to continue to work the structure fire at 207 Greenbrook Drive. Estimated damage was approximately \$6,000.00 to the structure and \$500.00 to the contents.

On May 12, 2004 Fire Fighters responded to a report of a structure fire at 1405 Glendale Avenue. Upon arrival the Officer on the scene reported that the front of the structure was fully involved in fire. There was heavy smoke coming from the eaves and from the garage area of the structure. Enroute the Fire Fighters were told that there was a resident still inside the structure. Fire Fighters initiated search and rescue efforts immediately. Upon entry into the structure the Fire Fighters were confronted with an enormous amount of heat and fire. After the initial search and rescue efforts were in progress Fire Fighters were told that the resident was already outside of the structure with a Command Officer. Fire Fighters gained a handline and proceeded back into the structure, and knocked the fire down. The fire was extinguished with three 1 ¾" pre-connected handlines. Estimated damage was approximately \$20000.00 to the structure and \$25,000.00 to the contents. The fire is still under investigation at this time. 12 Fire Fighters responded to the scene, 4 Fire Fighters were paged in to cover the City of Pekin, 2 Fire Investigators were paged in and the Fire Chief.

On January 20, 2005 Fire Fighters reported to a report of a small fire in the front bedroom at 804 South 2nd Street. Upon arrival the Officer on the scene reported that the fire was in a bedroom of the residence and that smoke was showing at the time of arrival. The cause of the fire was determined to be an electric blanket that was balled up on the bedroom floor, plugged in and it overheated. Fire Fighters ventilated the structure to clear the smoke from inside the residence. The estimated damage as a result of this fire was approximately \$500.00 to both vehicles and \$100.00 to contents. 12 Fire Fighters responded to the scene.

On January 27, 2005 Fire Fighters responded to a report of a structure fire at 2415 Willow Street. Upon arrival on the scene the Officer in charge reported that there was a fire inside of the laundry room just inside the garage area of the residence. Fire Fighters extinguished the fire quickly using a 1 ¾" handline. Upon investigation it was determined that there was a small spark that came from the furnace and fell into a waste can sitting right under the furnace opening that was full of lint and some paper. Estimated damage was approximately \$5,000.00 to the structure and \$1,000.00 to contents. 12 Fire Fighters initially responded to the scene.

On January 30, 2005 Fire Fighters responded to a report of a trailer fire that was in the parking lot of City Coal and Asphalt at 225 North 2nd Street. Upon arrival on the scene the Officer in charge reported that there was a working fire in a travel type trailer. The trailer was fully involved when Fire Fighters arrived on the scene. The security fence padlock in the front of the property had to be cut to gain access into the parking lot area. There were several camper trailers in the lot that were being stored from the Pekin Boat Club lot due to high water at the Illinois River. Fire Fighters extinguished the fire using 2 – 1 ¾" handlines from two Engine Companies.

Fire 3 was paged to the scene due to a minor traffic accident-involving Engine #3 and Fire 1 was paged to the scene to assist in the fire investigation process. Fire 1 requested a Police Investigator due to the fact that the fire was determined to be suspicious by Chief Lauss. After the completion of the investigation it was determined that the fire was arson. There were some tools and a tool box that was stolen from the burned camper that were found at a local church just outside of a window that was broken out by a potential arson suspect. The tools were taken as evidence by the Pekin Police Department. There were surrounding camper trailers that were damaged as exposures and there were also other camper trailers that had been broken into and damage done inside of them. Total estimated damage of the camper trailers was approximately \$5,000.00 and contents were approximately \$2,500.00.

Captain Rick Bowman was appointed to Deputy Chief in Charge of the Training Bureau on January 1, 2005. Deputy Chief Bowman hit the road running and started organizing the records of the Bureau, planning the training for the upcoming quarter and contacting other training agencies to coordinate training activities for the department. Deputy Chief Bowman is a natural fit for the position and an enormous addition to the Management Team. Deputy Chief Bowman has a vision for the Training Bureau that will benefit the Fire Fighters, the Pekin Fire Department as well as the City of Pekin. The Training Department conducted activities in Supervisory Training, Small Equipment Training, Building Tours and Pre-Plans, Emergency Medical Training, Ventilation Practices and computer training installing business inspection reports. Total hours spent in training for the month of May was approximately 877 hours.

The Pekin Fire Department conducted 17 building inspections, 10 follow-up inspections, 2 Juvenile Fire Setters' Intervention Interviews, 6 building plan reviews, 9 public education classes, 2 car seat installations, 2 CPR classes, 5 consecutive Thursday Classes of Fire Company Officer training at the Midwest Generation Powerton Station and several in station tours. We are continuing to work to put together a departmental policy to address the new law concerning "Infant Drop Off" or "The Abandoned Baby Act". We have contacted local authorities and neighboring Fire Departments as well as the Chicago Fire Department for input on this policy. We assisted Schramm School in moving the kids and staff to the camp site on the 19th and going out to the camp site on the 21st and bringing them back to the school with all of the camping equipment and wheelchairs. We participated for the third straight year in the Tazewell County Environmental Day. We took the HAZMAT Truck to the Pekin Park 4-H Barns and assisted with the education of the Environmental Activities. We discussed the impact of hazardous materials on the environment, how the Fire Department responds to HAZMAT calls, different types of extinguishing agents and how they work, and the importance of the use of smoke detectors. We are continuing to attempt to get the word out about the importance of smoke detectors in the home. As reported above we had another near fatal structure fire and the home did not have a working smoke detector. This is an area where we will continue to provide Public Education.

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

March 7, 2005

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

Dear Mr. Kief,

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

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of February 2005, the Pekin Fire Department responded to 234 calls total dollar loss was \$78,750.00.

Of this total, 171 (approximately 72%) were emergency medical calls, 55 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms 1 structure collapse and 8 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$78,750.00 for the month.

On February 16, 2005, Fire Fighters responded to a report of a structure fire at 228 Maple Park Drive. Upon arrival the first Officer on the scene reported light smoke coming from the attic area of the structure. Fire Fighters made access into the attic area and found the area of the fire and found that there was insulation and structural lumber burning. Fire Fighters removed the smoldering insulation from the attic area, shut down the utilities and extinguished the fire using a pressurized water extinguisher. 12 Fire Fighters responded to the scene and 2 investigators were called in to assist in the fire investigation. Estimated damage was approximately \$600.00 to the structure and \$500.00 to the contents.

On February 18, 2005, Fire Fighters responded to a report of a structure fire at 1911 Chicory Road. Upon arrival the Officer on the scene reported a working garage fire and that it was close to a residence. Fire 3 assumed command of the scene and had Engine 2 lay a line from the hydrant. Command reported that the garage was fully involved in fire and requested two 1 ¾" handlines as a primary attack. Cause is undetermined at this time, but is considered to be suspicious. 14 Fire Fighters responded to the scene and 4 Fire Fighters were paged in to cover the City of Pekin. Estimated damage was approximately \$15,000.00 to the structures and \$35,000.00 in contents.

On February 24, 2005, Fire Fighters responded to a report of a fire at 359 Caroline Street, in the apartment building in the rear of the property. Upon arrival the Officer in Charge reported that there was a lot of smoke as the apparatus entered the neighborhood area of the fire. The Captain from Engine 2, first in unit, assumed Command and reported heavy smoke in the area of the fire structure and that they were going to make initial entry to assure that there were no victims inside the structure. Command reported that there was heavy flame coming from the dormer on the second floor of the structure and that they would need for Engine 3 to lay a line from the hydrant. The Fire was extinguished by using three 1 ¾" handlines. Estimated damage was approximately \$24,500.00 to the structure and \$500.00 to the contents. 14 Fire Fighters responded to the scene, 4 were paged in to cover the City of Pekin, 2 were paged in to investigate the fire and Fire 1 was paged in. Cause of the fire is under investigation but is considered suspicious in nature.

The Pekin Fire Department conducted 14 building inspections, 12 follow-up inspections, 2 Juvenile Fire Setters' Intervention Interviews, 4 building plan reviews, 2 public education classes, 2 car seat installations, 4 CPR and AED classes, we performed a Safety Education talk to 150 kids at Wilson School from the ages of Kindergarten to 2nd grade and 2 residential smoke detector installations. We did an inspection of the Goodfella's addition and posted an occupancy certificate. We are continuing to work on the remodeling plans for 431 ½ Court Street for the proposed upstairs nightclub. We are looking into permit fees in the Inspection Activities and looking at further sprinkler codes. This is the first month for our new Fire Prevention Officer Randy Barth. Randy is working extremely hard to get familiar with the codes as well as the ongoing prevention activities the City of Pekin is involved in currently. Randy is a welcomed addition to our Office Staff and will do extremely well in his new position.

The Training Department conducted activities in Fire Inspection Training, Building Tours and Pre-Plans, Emergency Medical Training, PEPP Class for the department for continued education for the EMS program, Leadership III training, Incident Safety Officer Class through University of Illinois Fire Service Institute and independent studying. Deputy Chief Bowman has been working with the Fire Fighters on Drivers training and pump operations. The Fire Fighters have been extremely busy studying for the promotional examinations. Total hours spent in training for the month of February 2005 was approximately 2100 hours.

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

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 3-1-05

Billing For Month of

February 05

\$3,175.00

PEKIN CITY CLERK
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Individuals between February 1, 2005 and February 28, 2005

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1724 VALLE VISTA	2/8/2005	Dog	SETTER X BRITT	E	1	50263
	Owner R	City	1911 MARKET	2/1/2005	Cat	DSH	E	1	50236
	Owner R	City	1911 MARKET	2/1/2005	Cat	DSH	E	1	50237
	Individua	City	1507 CHARLOTTE	2/1/2005	Cat	DSH	E	1	50238
	Individua	City	12673 IL RT 29	2/22/2005	Cat	DSH	E	-18	50244
	Individua	City	12673 IL RT 29	2/3/2005	Cat	DSH	E	1	50248
	Individua	County	12673 IL RT 29	2/4/2005	Cat	DSH	E	3	50254
	Individua	City	12673 IL RT 29	2/7/2005	Cat	DSH	E	2	50258
	Individua	City	6th and catherine	2/28/2005	Dog	MIX	E	-2E	50337
	Owner R	City	408 BACON	2/7/2005	Dog	LAB X	A	11	50262
	Owner R	City	1104 ROYAL	2/18/2005	Cat	DSH	E	0	50299
	Individua	City	12673 IL RT 29	2/8/2005	Cat	DLH			50264
	Owner R	City	1408 LINCOLN ST	2/10/2005	Dog	COCKER	E	1	50273
	Individua	City	BROADWAY RD	2/14/2005	Dog	BULLDOG	R	0	50281
	Individua	City	BROADWAY RD	2/14/2005	Dog	BULLDOG	R	0	50282
	Individua	City	2002 SHERIDAN	2/23/2005	Cat	DLH	E	2	50318
	Individua	City	107 COUNTRY LAKE	2/24/2005	Dog	SHEP X HUSKY			50321
	Individua	City	12673 IL RT 29	2/15/2005	Cat	DSH	E	1	50292
	Owner R	City	408 BACON	2/7/2005	Dog	LAB X			50261

Total Dogs picked up in Pekin: 8

Total Cats picked up in Pekin: 11

Total Others picked up in Pekin: 0

Animal Counts Brought in by Wardens between February 1, 2005 and February 28, 2005

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Mooney	City	1416 TENNELL	2/12/2005	Dog	PIT	D	0	50276
	Vogel	City	338 MATLIDA	2/7/2005	Cat	DSH	E	11	50256
	Vogel	City	1110 S. 10TH	2/2/2005	Dog	SHEP	R.	1	50242
	Vogel	City	1110 S. 10TH	2/2/2005	Dog	SHEP	R.	1	50243
	Vogel	City	1301 FENLEY	2/4/2005	Cat	DSH			50253
	Vogel	City	13 MARION	2/22/2005	Dog	LAB	R.	2	50310
	Vogel	City	1424 1/2 S. 9TH	2/24/2005	Cat	DSH			50320
	Vogel	City	113 N. 19TH	2/24/2005	Cat	DSH	R.	4	50322
	Vogel	City	PEKIN POST OFFICE	2/23/2005	Dog	LAB			50325
	Vogel	City	610 S. 6TH	2/25/2005	Cat	DSH			50329
	Hoyland	City	300 CHARLOTTE	2/22/2005	Cat	DSH			50313
	Vogel	City	6TH AND CATHERINE	2/28/2005	Dog	MIX			0
	Vogel	City	1407 S. 12TH	2/16/2005	Cat	DLH	D	0	50297
	Hoyland	City	300 CHARLOTTE	2/22/2005	Cat	DSH			50312
	Hoyland	City	300 CHARLOTTE	2/22/2005	Cat	DSH			50311
	Vogel	City	1011 STATFORD	2/8/2005	Dog	BRITT SPANIEL			50259
	Hoyland	City	1203 DELL AVE	2/19/2005	Dog	LAB X			50307
	Vogel	City	1225 #12 FLORENCE	2/9/2005	Cat	DSH	E	9	50268
	Hoyland	City	522 CAROLINE	2/11/2005	Dog	SCHNAUZER X			50274

Total Dogs picked up in Pekin: 9

Total Cats picked up in Pekin: 10

Total Others picked up in Pekin: 0

Inspection Meeting March 2, 2005

Following are the minutes of the meeting with follow up comments if any (in red):

1. Mark – everything going fine. Still working with the computer program to get familiar with it. Problems continue with it locking up. (Joe to contact ADA.)
2. Jack – everything going fine. Sat in on the HVAC pre-bid for City equipment.
3. Juanita – off due to funeral.
4. Larry – update on the Glendale sewer repair job. Connection has been repaired and the hole is being backfilled. Noticed that there is work going on at the Police Hall at 10th and Derby. (Ron to talk with Carl Powell about that.) Asked what was to be done at the McKenzie Bldg. (Ron stated that they have submitted preliminary drawings for the remodeling of the jail area but that no work has started.) Asked what was being done at the park and if there was to be any plumbing. (There is no plumbing in the way of bathrooms but there will be water supply lines for water fountains and the water feature. Will get with him for the permits for that and subsequent inspections.) Stated that he will be sitting in on a meeting with the EPA (both US & IL) at the treatment plant this afternoon at the request of Denny.
5. Ron S. – stated that he was going to have to give a notice to appear to the builder and the homeowner of a house on Delaware. The house is not complete and has never received a final but the owners have moved in even though they were told they could not. (He has spoken with these people before and we have similar problem with the house across the street done by the same builder and with residents already in.) The latest problem with the permit program seems to be the tendency to lock up if the contractor entered in on hold. (Asked if he could find another program that would be simpler to use and possibly Windows based. Told to go ahead and see what was available that would do everything this one is supposed to do.) He will get with Juanita on proofing the minutes from the Planning and ZBA meetings prior to their being issued in response to the comments received. Issued a temporary permit to Goody's so they could commence stocking the store for the opening in a few weeks. There are still a few issues with the back hallway but they are working on them.
6. Joe W. – stated that he is still working with ADA on the building permit program but has not been able to follow up lately due to other issues. Updated the group on the Dam Owners Workshop from yesterday. Stated that in reviewing the codes on subdivision acceptance that some work needs to be done to add more clarity to what is required before the City accepts a new area. This is the result of some problems at Hickory Hills with the drainage ditches. New code should cover everything in the City whether it is new or not in order to be consistent. He will be off today due to medical tests.

NOTE:

Next meeting March 16, 2005

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES

MARCH 4, 2005

8:30 A.M.

CONFERENCE ROOM 240

PRESENT: Denny Kief, Joe Wuellner, Tim Gillespie, Chuck Lauss, and Will Taylor

ABSENT: Chairman Harvey Richmond and David Pagliaro

2. Request to Vacate Alley Between 5th and 8th Streets

Jim Mathews was in attendance to request that the City vacate the alley between 5th and 8th Streets behind 814 North 5th Street @ Charlotte and Hamilton that is not being used for garbage collection to add additional off street parking to his photography business. Mr. Mathews was informed that he would pickup 5 ft. behind his building and each adjacent property owner would also get ½ of a vacated alley and be taxed for the addition to the parcel. For this reason a signed request from all 8 owners would be necessary to proceed. Mr. Mathews was also made aware of possible utility easements, timing for process, and fees. He then asked if he could clean it up or black top the area. It was the opinion of the members that hard surfacing would be an encroachment.

ACTION: Denny to determine if City would grade the alley.

UPDATES

1. Royal Avenue Parking

Denny Reported that he had discussed with Bob Blackwell the options available for adding parking spaces on Royal Avenue. Funds were not available from the Park District to participate in the improvement but he was not opposed to restricting parking on the south side.

2. Accident Report Park Avenue and S. 10th Street Intersections

Will reported that there had been 9 accidents since 2001 mostly yield to right away. Residents he talked to were receptive to a way stop. Counters were used at the location but no report available because Dave was absent.

ACTION: Tabled until April meeting to review traffic counts.

NEW BUSINESS:

1. Potomac at Arlington Stop and Tharp Through Street

Members reviewed map of area. In the Arlington Circle and Tharp St loop all other courts stop except for Monticello Court and Potomac Court.

DECISION: Place stops signs but do not list Tharp as through street. Sue to prepare ordinance for March 14th Council Meeting.

3. Seat Belt Sign at Exits of PCHS

Sergeant McAtee had requested formed the Street Department that signs be placed at exits of the high school. His requested was based on the review of the students by IDOT for grant criteria. IDOT encouraged the police department to address the problem of kids not wearing seat belts when it is the leading cause of serious injury/death of teenagers. TSC discussed expenses of poles, signs, and manpower hours. It was suggested to negotiate with School District and Park District for participation of funds.

DECISION: Police Department to first educated students on campus of the violation of the law and the benefits of wearing seatbelts. "Buckle Up" signs to be erected as Street Department has time.

4. *Truck Parking on Cul-de-sac – Cordova Court*

Members discussed complaint that a business truck was parking overnight in front of the residence of the driver. It was noted it was a violation to park without a blinking light visible at night and also for a truck to be off the truck route.

DECISION: Tim to request that 3rd shift officers enforce the law on Cordova Court.

AROUND THE TABLE:

Chuck – resident requested that TSC consider placing a stop sign at both ends of 900 Block of Chestnut Street. Residents have experienced traffic that disregards yield signs and speeders.

DECISION: Block does not warrant stops. Police Department to work enforcement. Radar trailer to be placed on Chestnut Street.

Meeting adjourned at 9:00 a.m.

Next Meeting Friday, April 1, 2005

BUILDING REPORT 2005

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISC.	RESIDENTIAL DEMOLITIONS		COMMERCIAL DEMOLITIONS		BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	\$419,750	2.00	\$21,520	2.00	\$265,000	3.00	\$835,000	4.00	\$554,000	6.00	\$109,000	1.00	\$12,000	0.00	0.00 #	0.00	\$2,216,270	20.00
FEBRUARY	5.00	\$908,850	1.00	\$2,880	2.00	\$270,000	5.00	\$573,000	0.00	\$0	8.00	\$77,032	10.00	\$93,910	1.00	0.00	2.00	\$1,935,402	34.00
MARCH	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0 #	0.00	\$0	0.00	0.00	0.00	\$0	0.00
APRIL	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
MAY	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
JUNE	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
TOTAL 6 MO.	7.00	\$1,328,600	3.00	\$24,400	4.00	\$535,000	8.00	\$1,408,000	4.00	\$554,000	14.00	\$186,032	11.00	\$105,910	1.00	0.00	2.00	\$4,151,672	
JULY	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
AUGUST	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
SEPTEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	0.00
OCTOBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
NOVEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	0.00
DECEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
TOTAL 6 MO.	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	\$0	0.00
YEAR	7	\$1,328,600	3.00	\$24,400	4.00	\$535,000	8.00	\$1,408,000	4.00	\$554,000	14.00	\$186,032	11.00	\$105,910	1.00	0.00	2.00	\$4,151,672 #	54.00

WHEREAS, safety is the highest priority for the highways and streets of our city and state; and

WHEREAS, the great state of Illinois is proud to be a national leader in motorcycle safety and motorcycle education; and

WHEREAS, motorcycles are a more common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially important that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the motorcyclists of A.B.A.T.E. of Illinois, Inc. continually promote motorcycle safety, education and awareness to high school drivers' education programs and to the general public in our city and state, presenting motorcycle awareness programs to over 130,000 participants in Illinois in the past four years alone; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education and awareness to the citizens of our city and state; and

WHEREAS, the motorcyclists of Illinois have contributed extensive time, money and community service to national and community charitable organizations such as Easter Seals, Saint Jude Children's Hospital, the Muscular Dystrophy Association, the Make-A-Wish Foundation and numerous other national and community charities and organizations, and various 9/11 relief efforts; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of the roadways within the City of Pekin, and throughout the great State of Illinois:

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of the 18th Anniversary of the efforts of A.B.A.T.E. of Illinois, Inc. and the other 558,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the month of May, 2005, as

"MOTORCYCLE AWARENESS MONTH"

in the City of Pekin, Tazewell County, Illinois, and urge all motorists to join in an effort to improve safety and awareness on our highways.

ADOPTED, this 14th day of March, in the Year of Our Lord, Two Thousand Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN

***WHEREAS,** the City of Pekin is honored to have the International Order of Job's Daughters, an organization of young women related to Master Masons who are taught respect for Masonry along with the organization of fraternal activities, within the City; and*

***WHEREAS,** the Order dares to teach, and its members dare to embrace, old fashioned principles like respect for parents and Guardians, patriotism, love of God, patience and faith; and*

***WHEREAS,** Jeannine Hinmen, Supreme Guardian of Job's Daughters of the International Order of Job's Daughters will be visiting our community to attend the official visit of Bethel #55 on March 22, 2005.*

***NOW, THEREFORE, BE IT RESOLVED** that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim Tuesday, March 22nd, 2005 as*

"JOB'S DAUGHTERS DAY"

in the City of Pekin, Tazewell County, Illinois to commemorate the activities of the Pekin Bethel #55 of the International Order of Job's Daughters.

***ADOPTED,** this 14th day of March, in the Year of Our Lord, Two Thousand and Five.*

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

More than the application of science and technology, medicine is a special calling, and those who have chosen this vocation in order to serve their fellowman understand the tremendous responsibility it entails. Referring to the work of physicians, Dr. Elmer Hess, a former president of the American Medical Association, once wrote: "There is no greater reward in our profession than the knowledge that God has entrusted us with the physical care of His people. The Almighty has reserved for Himself the power to create life, but He has assigned to a few of us the responsibility of keeping in good repair the bodies in which this life is sustained." Accordingly, reverence for human life and individual dignity is both the hallmark of a good physician and the key to truly beneficial advances in medicine.

***WHEREAS,** the American Hospital Association has proclaimed Wednesday, March 30th, 2005 as Doctor's Day; and*

***WHEREAS,** the dedicated physicians of Pekin Hospital endure long and unpredictable hours along with the conflicting demands of work and family life; and*

***WHEREAS,** Pekin Hospital physicians are the community's leaders in the prevention and treatment of illness and injury; and*

***WHEREAS,** our physicians deserve high regard and appreciation for carrying out Pekin Hospital's Vision of being the place where the public turns for high quality healthcare services.*

***NOW, THEREFORE, BE IT RESOLVED** that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of Monday, March 28th through Sunday, April 3rd, 2005 as*

"DOCTORS' WEEK"

in the City of Pekin, Tazewell County, Illinois and extend thanks and best wishes to all doctors for their leadership in the prevention and treatment of illness and injury. I encourage all to observe this day with appropriate programs and activities.

***ADOPTED,** this 14th day of March, in the Year of Our Lord, Two Thousand and Five.*

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

March 7, 2005

City of Pekin
Attn: Mayor Lynn Howard
400 Margaret Street
Pekin, IL 61554

Re: Central Illinois Lightning 12-under baseball team
Request for Permission to hold Tag Day April 23rd, 2005

Mr. Howard and other Council Members:

The Central Illinois Lightning is a newly formed 12-year-old boys travel baseball team. Our home field will be the new Dragon Dome in Pekin. Besides playing at the Dragon Dome, we will travel to tournaments and games located throughout Central Illinois and compete in larger tournaments outside of the area, including St. Louis and Chicago. Our goal is to qualify and play in the 2005 12-year-old World Series in Hutchinson, Kansas.

We are requesting permission from the City of Pekin to hold a Tag Day on April 23rd to raise funds and help offset our costs during the 2005 season.

Thank you for your consideration.

Respectfully,



Chad M. Barnes, Secretary
Central Illinois Lightning
1930 Quail Hollow Rd.
Pekin, IL 61554
(309) 347-3434



City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Jones, Maddox, Massaglia and Richmond

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: 2005 GO Loan Proposals

DATE: February 25, 2005

Attached is a summary of the three proposals received from the City's 2/17 RFP for the \$1,120,000 GO Loan. A total of eleven Requests were sent. We received notice from three institutions (CEFCU, Herget and Commerce that they would not bid and we received three proposals from BankOne, Morton Bank and Pekin Savings.

Overall, the proposal from Morton Bank is the best of the proposals received. They offer a fixed rate of 5.125% for ten years with either a 10 or 15 year amortization. The 15 year amortization is with a ten year balloon, so that either is paid off in ten years. Payments may be made in either monthly or annual with semi-annual interest payments.

The 10 year amortization with monthly payments would cost approximately \$143,872.44 per year and \$1,438,724.40 over the life and is the lowest in total cost. The 15 year amortization with a 10 year balloon would cost \$74,666.66 per year with a final payment of \$459,607.56 for a total cost of \$1,527,614.43 or \$88,890.03 more.

The bids will be received and filed at the March 14th council meeting where the bond ordinance will be introduced. Closing is anticipated for March 31, 2005, when these proposals expire.

Overall, the proposal from Morton Bank is extremely favorable to the City of Pekin. If you have any questions relating to the process or results please contact me.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk
Department Heads

Attachment::



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GO LOAN\2005 GO Bi

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15 Year Amortization w/ 10 Year Balloon					
	PRINCIPAL	INTEREST RATE	MONTHLY PAYMENT	INTEREST	TOTAL PAYMENTS
Pekin Savings	\$1,120,000.00	5.990%	\$9,446.70	\$502,857.16	\$1,622,857.16
BankOne	\$1,120,000.00	5.920%	\$9,402.88	\$495,648.08	\$1,615,648.08
Morton	\$1,120,000.00	5.125%	\$8,974.13	\$430,097.09	\$1,550,097.09

15 Year Amortization w/ 10 Year Balloon					
	PRINCIPAL	INTEREST RATE	ANNUAL PAYMENT	INTEREST	TOTAL PAYMENTS
Pekin Savings	\$1,120,000.00	5.990%	\$115,261.87	\$518,662.19	\$1,638,662.19
BankOne	\$1,120,000.00	5.950%	\$74,666.67	\$459,013.80	\$1,579,013.80
Morton	\$1,120,000.00	5.125%	\$74,666.66	\$407,614.43	\$1,527,614.43

10 Year Amortization					
	PRINCIPAL	INTEREST RATE	MONTHLY PAYMENT	INTEREST	TOTAL PAYMENTS
Pekin Savings	\$1,120,000.00	5.990%	\$12,430.71	\$372,135.58	\$1,492,135.58
BankOne	\$1,120,000.00	5.820%	\$12,333.30	\$359,995.86	\$1,479,995.86
Morton	\$1,120,000.00	5.125%	\$11,989.37	\$318,723.96	\$1,438,724.40

10 Year Amortization					
	PRINCIPAL	INTEREST RATE	ANNUAL PAYMENT	INTEREST	TOTAL PAYMENTS
Pekin Savings	\$1,120,000.00	5.990%	\$152,124.99	\$401,567.32	\$1,521,567.32
BankOne	\$1,120,000.00	5.850%	\$112,000.00	\$360,360.00	\$1,480,360.00
Morton	\$1,120,000.00	5.125%	\$112,000.00	\$320,276.05	\$1,440,276.05

OTHER CONDITIONS:

Pekin Savings \$200,000 Compensating Balance

BankOne Interest Rate is Cost of Funds + 1.43% at time of Agreement.

Morton None

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Recipient ID:	2259
Recipient Name:	PEKIN MUNICIPAL BUS SERVICE
Project ID:	IL-90-X493-00
Budget Number:	1 - Budget Approved
Project Information:	Capital and Planning

Part 1: Recipient Information

Project Number:	IL-90-X493-00
Recipient ID:	2259
Recipient Name:	PEKIN MUNICIPAL BUS SERVICE
Address:	1130 KOCH STREET , PEKIN, IL 61554 0000
Telephone:	(309) 477-2331
Facsimile:	(000) 000-0000

Union Information

No information found.

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$155,908
Project Number:	IL-90-X493-00	Adjustment Amt:	\$0
Project Description:	Capital and Planning	Total Eligible Cost:	\$155,908
Recipient Type:	City	Total FTA Amt:	\$124,726
FTA Project Mgr:	Linda Glover	Total State Amt:	\$0
Recipient Contact:	Gregory J. Ranney	Total Local Amt:	\$31,182
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507		
Sec. of Statute:	5307		

State Appl. ID:	2259	Special Condition:	None Specified
Start/End Date:	Jan. 02, 2004 - Jan. 02, 2005	S.C. Tgt. Date:	None Specified
Recvd. By State:	Jan. 28, 2005	S.C. Eff. Date:	None Specified
EO 12372 Rev:	YES	Est. Oblig Date:	None Specified
Review Date:	Jul. 26, 2004	Pre-Award Authority?:	No
Planning Grant?:	YES	Fed. Debt Authority?:	No
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 07, 2004	Final Budget?:	No
Program Page:	31		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
170850	PEORIA, IL

Congressional Districts

State ID	District Code	District Official
17	18	Ray H LaHood

Project Details

Preventative Maintenance and Short Transit Range Planning

Part 3: Budget**Project Budget**

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
442-00 METROPOLITAN PLANNING	0	\$74,440	\$93,050
ACTIVITY			
44.24.00 SHORT RANGE TRANSIT PLANNING	0	\$74,440	\$93,050
SCOPE			
110-00 CAPITAL - BUS	0	\$50,286	\$62,858
ACTIVITY			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$50,286	\$62,858

Estimated Total Eligible Cost:	\$155,908
Federal Share:	\$124,726
Local Share:	\$31,182

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
170850	2004.21.90.91.1	00	2005	90	\$0	\$110,729	\$110,729
170850	2005.21.90.91.1	00	2005	90	\$0	\$13,997	\$13,997
Total Previously Approved:							\$0
Total Amendment Amount:							\$124,726
Total from all Funding Sources:							\$124,726

Alternative Fuel Codes

Extended Budget Descriptions

Changes since the Prior Budget

Unable to find change amount information.

Part 4. Milestones

44.24.00 SHORT RANGE TRANSIT PLANNING 0 \$74,440 \$93,050

	Milestone Description	Est. Comp. Date
1.	Short Range Planning	Jan. 02, 2005

11.7A.00 PREVENTIVE MAINTENANCE 0 \$50,286 \$62,858

	Milestone Description	Est. Comp. Date
--	-----------------------	-----------------

1. PREVENTIVE MAINTENANCE

Oct. 31, 2004

Part 5. Environmental Findings

442400 SHORT RANGE TRANSIT
PLANNING

0

\$74,440

\$93,050

Finding No. 1 - Class II(c)

C01 - Engineering/Design/Planning/Tech.Studies

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

117A00 PREVENTIVE MAINTENANCE

0

\$50,286

\$62,858

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

C19 - Install purchase maintenance equipment

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

Part 6: Fleet Status

No information found.

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Dwight Sinks
Date Created:	Jan. 31, 2005
Date Updated:	None Specified
Ref Section:	Unknown

Comment: The Office of Civil Rights concurs in the approval of this grant.

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-11, October 1, 2004)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) \"Federal Transit Administration Master Agreement,\" FTA MA(11), October 1, 2004, http://www.fta.dot.gov/16000_16002_ENG_HTML.htm; and
- (2) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: IL-90-X493-00

Grantee: PEKIN MUNICIPAL BUS SERVICE

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula

Estimated Total Eligible Cost (in U.S. Dollars): \$155,908

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$124,726

Amount of This FTA Award (in U.S. Dollars): \$124,726

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

Date of U.S. Department of Labor Certification of Transit Employee Protective Arrangements:

Original Project Certification Date: 12/28/2004

The Project Description includes information describing the Project within the Project Application submitted to

FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Project Description:

Capital and Planning

Awarded By:
Joel Ettinger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
01/31/2005

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Gregory J Ranney
Director of Public Property
PEKIN MUNICIPAL BUS SERVICE
03/08/2005

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-11, October 1, 2004)

The Federal Transit Administration is required by 49 U.S.C. § 5307 to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grantee is not the Designated Recipient. Therefore, in accordance with 49 U.S.C. § 5307, the Designated Recipient hereby agrees to permit the Grantee under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grantee shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grantee as described above.

FTA Official:
Joel Ettinger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient Official:
Ms. Ella Bowman
General Manager
GREATER PEORIA MASS TRANSIT DISTRICT

Grantee:
Gregory J Ranney
Director of Public Property
PEKIN MUNICIPAL BUS SERVICE
03/08/2005

IL-90-X493-00 Quarterly Narrative Report

Oct. 01, 2004 through Dec. 31, 2004

As Of Mar. 08, 2005

(DRAFT)

No MS/P Report , No FSR

Part 1: Recipient Information

Project Number:	IL-90-X493-00
Recipient ID:	2259
Recipient Name:	PEKIN MUNICIPAL BUS SERVICE
Address:	1130 KOCH STREET , PEKIN, IL 61554 0000

Telephone:	(309) 477-2331
Facsimile:	(000) 000-0000

Part 2: Project Information

Project No:	IL-90-X493-00
Brief Desc:	Capital and Planning
FTA Project Mgr:	Linda Glover
Start/End Date:	Jan. 02, 2004 - Jan. 02, 2005
Gross Project Cost:	\$155,908
Adjustment Amt:	\$0
Total Eligible Cost:	\$155,908
Total FTA Amt:	\$124,726
Total State Amt:	\$0
Total Local Amt:	\$31,182
Other Federal Amt:	\$0

Part 3: Financial Status Report

Financial Status

	Previous	This Period	Cumulative
A. Total Outlays	\$0	\$0	\$0
B. Recipient Share of Outlays	\$0	\$0	\$0
C. Federal Share of Outlays	\$0	\$0	\$0
D. Total Unliquidated Obligations			\$0
E. Recipient Share of Unliq. Obligations			\$0
F. Federal Share of Unliq. Obligations			\$0
G. Total Federal Share (C + F)			\$0
H. Total Federal Funds			\$0
I. Unobl. Bal. of Fed. Funds (H - G)			\$0

Cost Plan

Type of Rate	N/A
Rate	0.00%
Base	\$0
Total Amount	\$0
Federal Amount	\$0

Part 4. Milestone/Progress Report

No Milestone Report



**City of Pekin
Office Of The
City Manager**

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 –2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: City Clerk

Date: March 9, 2005

Re: Wastewater Treatment Contract Operations

In October 2004 I requested and Statements of Qualifications (SOQ) for the operations of Pekin's Wastewater Treatment Facilities. I received four submittals and all four satisfied the requirements of the SOQ.

I am now ready to proceed with the remainder of the process, specifically receiving proposals from the four contractors as well as compiling the City's costs. The following is my projected schedule:

Selection Schedule and Process

- 1) A walk through of the Wastewater Treatment Plant, Lift Stations and Combined Sewer Overflows will be scheduled for the week of March 21st. All bidders must attend this walk through.*
- 2) Tours of facilities operated by the bidders may be scheduled the week of March 21st or early the week of the 28th.*
- 3) All proposals are to be submitted to the Office of the City Manager, 111 South Capitol Street, Pekin, Illinois by 5:00 P.M. (CST) on Thursday March 31, 2005.*

- 4) Interviews (if necessary) will be conducted early the week of April 4th.
- 5) A preferred bidder will be chosen and contract negotiations will occur late the week of April 4th.
- 6) A recommended contract will be presented to the City Council on April 11th (5:30 P.M.)

This is similar to the process we went through in 1992/3 when the operations were contracted out for the first time. Prior to that time the work was performed by City employees. At that time a 3 person committee made recommendations to the City Council. In addition to me, the others were Don Gasper (Treatment Plant Operator for the City) and David Tebben (then Commissioner of Sewage Treatment/Sewers). I would like to propose a similar committee with Fred Massaglia (Commissioner whose line of work is sewer related), a former or current Plant Operator and me.

Please let me know if you have any questions or comments regarding this [proposed process.



City of Pekin

February 2, 2005

RE: Newspaper notification of public review period for the 2005 – 2009 Consolidated Plan and the 2005 Action Plan

To Whom It May Concern:

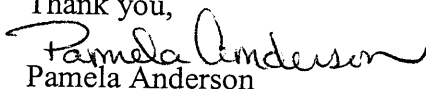
Please publish the following information:

**FIVE-YEAR CONSOLIDATED PLAN
CITY OF PEKIN – PERIOD OF MAY 1, 2005 TO APRIL 30, 2009.
&
ACTION PLAN
CITY OF PEKIN – PERIOD OF MAY 1, 2005 TO APRIL 30, 2006**

The City of Pekin's Five-year Consolidated Plan will be available for public review and comment from February 7, 2005 to March 10, 2005 in the Planning & Development Department. The Planning & Development Department is located on the second floor of the Pekin City Hall building, 111 S. Capitol Street, Illinois.

The first public hearing will be held on March 11, 2005 at 5:30pm in the Council Chambers, second floor of the City Hall, 111 S. Capitol Street, Pekin, Illinois. A second public hearing will be held during the City Council meeting on March 14, 2005 at 5:30pm in the Pekin City Council Chambers. If you are unable to attend, comments can be forwarded to City of Pekin, Community Development, Attn: Pamela Anderson, 111 S. Capitol, Pekin, IL 61554. The Council Chambers are accessible to persons with disabilities. If special accommodations are needed or if there are any questions regarding the Five-year plan or the Action Plan, please contact Pamela Anderson, Department of Planning & Development at (309) 477-2300 ext. 5356.

Thank you,


Pamela Anderson

Community Development Coordinator
City of Pekin

City of Pekin * Development & Planning Department
111 S. Capitol St. * Pekin, IL * 61554
phone: (309) 477-2300 * fax: (309) 346-2095
e-mail: panderson@ci.pekin.il.us

ORDINANCE NO. 2412

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 5
SECTION 3 OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING ELECTRONIC ATTENDANCE AT PUBLIC MEETINGS**

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

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

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

WHEREAS, the City Council of the City of Pekin has determined that elected and appointed officials of the City should be authorized to attend a public meeting by electronic means when the official is unavailable to be physically present at the meeting; and

WHEREAS, this Ordinance establishes the rules and regulations for participating in a public meeting by electronic means; and

WHEREAS, it is the intent of the City Council that the policy established by this Ordinance be part of the City Council Rules and should also apply to all boards and commissions of the City.

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

That Title 1, Chapter 5, Section 3 be amended by the addition of subsection (I), and inserting the language on Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

~~PASSED AND APPROVED~~ at a regular meeting of the City Council of the City of Pekin, this 28th day of February, 2005; and upon roll call the vote was as follows:

Tabled

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

“EXHIBIT A”

SECTION 1-5-3(I) Electronic Attendance at Public Meetings:

1-5-3.1: Policy Statement: In an effort to encourage participation in the public meetings of the City Council of the City of Pekin and the boards and commissions of the City, the City Council has determined that an elected or appointed official may attend a public meeting by electronic means when the official is unavailable to be physically present at the meeting. New electronic methods of communication make participation in public meetings by electronic means effective. The City Council has determined that attendance by electronic means shall be controlled by the provisions of this policy.

1-5-3.2: Definitions: The following terms shall have the following meanings when used in this policy:

“Electronic means” means a teleconference or any other means that enables identifiable voices or other transmissions to be received from any location and enables concurrent ability to communicate with the member who is not physically present.

“Meeting” means any gathering of a majority of a quorum of members of a public body held for the purpose of discussing public business. The term “meeting” shall have the same meaning ascribed to that term in the Illinois Open Meetings Act.

“Public body” includes the City Council, all boards and commissions, and any subsidiary bodies of any of those public bodies, including but not limited to, committees and subcommittees, and shall have the same meaning ascribed to that term in the Illinois Open Meetings Act.

1-5-3.3: Attendance by Electronic Means: A member of a public body may attend a meeting by electronic means if the member is prevented from physically attending because of (a) personal illness or disability, (b) absence from the corporate limits of the City for personal employment purposes or for the business of the City, or (c) a family or other emergency. The reason for the need for the member to attend by electronic means shall be stated on the record and made of a part of the meeting minutes.

1-5-3.4: Notice of Intent to Attend by Electronic Means: Any member planning on attending a meeting by electronic means shall give written notice of his or her intent to the person responsible for posting public notice of the meeting. The notice shall be given at least 72 hours prior to the meeting. If the giving of the notice is not possible or is impracticable prior to the 72-hour deadline, then the member shall give notice at the member’s earliest opportunity. The notice may be given by personal delivery, mail, fax transmission, e-mail, or other electronic means which creates a record of notice. The notice shall state the reason set forth in subsection 1-5-3.3 that prevents the member from physically attending the meeting.

1-5-3.5: Notice of Attending by Electronic Means: Upon receipt of a notice from a member of his or her intent to attend a public meeting by electronic means, the person responsible for posting public notice of the meeting shall give notice to the public of the member's intent to participate by electronic means. Notice shall be given by posting the information with or as part of the agenda for the public meeting and by providing any news medium entitled to notice of public hearings with a copy of the notice either in written or electronic form. The failure to give notice to the public or the media of a member's intent to participate by electronic means shall not prohibit the member from participating in the meeting, nor shall the failure to give notice invalidate any action taken by the public body or the member participating by electronic means at that meeting.

1-5-3.6: Presiding Officer: If the presiding officer of the public body is attending the meeting by electronic means, then the person who acts in the absence of the presiding officer shall chair the meeting. If there is none, then the presiding officer shall appoint a member of the public body who is physically present at the meeting to serve as chair of the meeting. The appointment of a chair shall be subject to the advice and consent of the public body. The presiding officer who is participating by electronic means shall be authorized to participate in the meeting to the extent authorized by law or ordinance except for those acts involved with chairing the meeting.

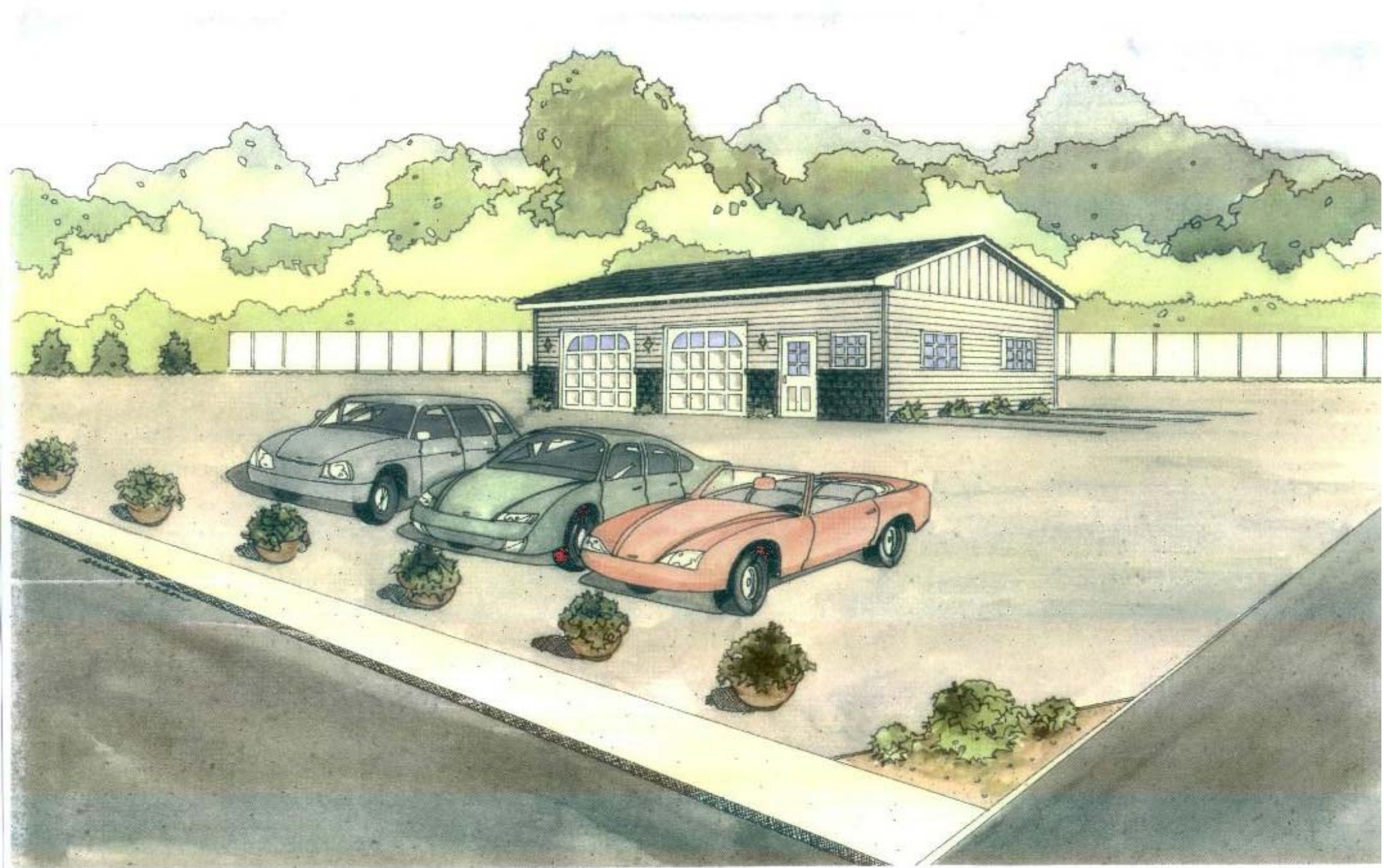
1-5-3.7: Quorum at Meeting: Limitation of Number of Member Who May Attend by Electronic Means: A quorum of the public body must be physically present for the public body to conduct its meeting before one or more members will be permitted to attend by electronic means. If more than one member participates by electronic means, the absent members may not meet at the same remote location if their joint presence at the remote location would constitute a violation of the Illinois Open Meetings Act.

1-5-3.8: Procedure:

1. If one or more members attend a public meeting by electronic means, then all votes of the body shall be by roll call.
2. If a member attends a public meeting by electronic means, that member must identify himself or herself by name and be recognized by the person chairing the meeting before speaking.
3. The minutes of the meeting shall reflect that a member is participating by electronic means.
4. The voice of the member participating by electronic means shall be audible to all persons in attendance at the public meeting. If the public meeting is being broadcast via television, radio, or other electronic means, the voice of the member participating by electronic means shall be made available for broadcast concurrently with the broadcast, unless unanticipated technical difficulties prevent the broadcast of the member's voice.

1-5-3.9: Closed Session Meetings: A member attending a public meeting by electronic

means may also participate in any closed session meeting of a public body held pursuant to applicable law. That member's attendance and participation by electronic means shall be reflected in the minutes of the closed session meeting.





City of Pekin

Available in the
Office of the
City Clerk

February 8, 2005

TO: MAYOR & COUNCIL

FROM: PAMELA ANDERSON

SUBJECT: CDBG 2005-2009 Consolidated Plan and 2005 ACTION PLAN (FY May 1, 2005 to April 30, 2006)

I have attached for your information and consideration, the City's draft application for the 2005-2009 Consolidated Plan and the 2005 Action Plan. The draft application describes the Community needs, services and gaps and the one-year Action plan describes the activities that will be funded with CDBG funds for one year.

The information provided is a new format that HUD has provided for both the five-year consolidated plan and the yearly action plans. Unfortunately, there is no spell check or grammar check within the format provided from HUD. If you find spelling or grammar errors, please notify me as soon as possible. Several efforts were made to locate these errors, but at this point the forest is a big green spot and there are few, if any trees visible. Corrections to the draft application will be made during the public review period.

The draft application will be available for public review and comment in the Planning & Development Department for 30 days, beginning February 7, 2005 to March 10, 2005. The draft application will also be available at the Pekin Public Library and the Pekin Housing Authority. Two public hearings will be held: March 11, 2005 at 5:30pm in the Council Chambers and March 14th at the regularly scheduled Council meeting. The draft application will be on the March 14th Council meeting agenda for your consideration for approval. The final application (draft application with citizen comments and final signatures) will then be sent to HUD on March 15th.

I am also including a preliminary budget for the upcoming five years. This will not be included in the application to HUD. This is for City purposes only.

A lot of work and collaboration has gone into the compilation of the draft plan. If you have any questions or need additional information, please contact Kim or me.

Respectfully Submitted,

Pamela Anderson

Community Development Coordinator

Cc: Denny Kief, City Manager; Kim Uhlig, Director of Planning & Economic Development; Sue E. McMillan, City Clerk; Patrick E. Oberle, Corporation Counsel; Bob Reis, Finance Director

City of Pekin * Development & Planning Department
111 S. Capitol St. * Pekin, IL * 61554
phone: (309) 477-2300 * fax: (309) 346-2095
e-mail: panderson@ci.pekin.il.us

2005
5 year plan
CDBG

2005 Budget	Allocation	Leveraged funds			
Street Maintenance	\$ 170,000.00	\$ 503,437.00	(\$377,578) State MFT & (\$125,859) General Fund Road & Bridge	2/3 MFT and 1/3 General	
Rehabilitation programs (4 houses)	\$ 59,500.00	\$ 476.00	permit fees (general)	* .8%	
Code Enforcement	\$ 42,522.97	\$ 42,003.00	City Inspections		
Rehab Prog. Delivery	\$ 60,993.19	\$ -			
CDBG for HOME (4 houses)	\$ 60,000.00	\$ 168,000.00	IHDA		
United Way	\$ 40,000.00	\$ 507,119.09	Corporate and Individual - Local		
Royal St. Parking	\$ 10,000.00	\$ 6,178.36	Local		
Case Manager /matching SHP CoC	\$ 15,000.00	\$ 15,000.00	SHP		
Emergency Sirens	\$ 35,713.00	\$ 2,000.00	City General		
Administration	\$ 92,542.88	\$ -			
Total:	\$ 586,272.04	\$ 1,244,213.45	*		
			20% Administrative cap:	\$ 117,258.00	
			Administration:	\$ 92,542.88	
Grant allocation	\$ 472,290.00		Remaining funds in cap:	\$ 24,715.12	
Estimated Program Income 2005	\$ 114,000.00				
Total:	\$ 586,290.00		**		
			15% Public Services cap:	\$ 82,650.00	
Difference	\$ 17.96		Public Services:	\$ 55,000.00	
			Remaining funds in cap:	\$ 27,650.00	
Grant allocation	\$ 471,000.00				
2004 / last year's program income:	\$ 80,000.00				
Total:	\$ 551,000.00				

ORDINANCE NO. 1462-A232

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTIONS 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized stop signs and through streets.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following stop sign:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Monticello Court	Tharp Street	North
Stop	Potomac Court	Tharp Street	South

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

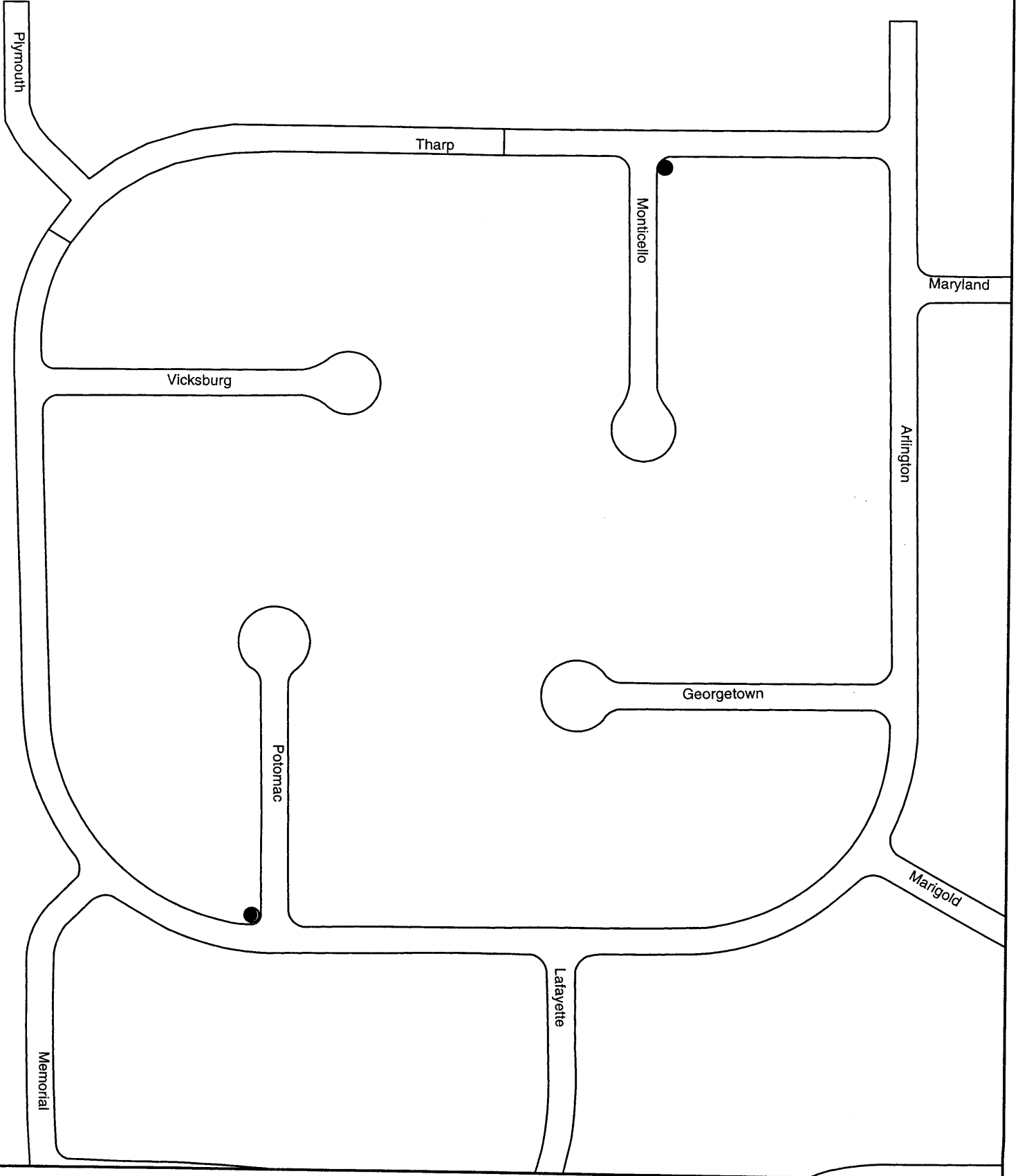
APPROVED this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Stop Signs



Memo

To: Commissioners

From: Joseph W. Wuellner, Public Works Director

CC: Denny Kief & Sue McMillan

Date: March 7, 2005

Re: Engineering Agreement for 14th Street and Park Avenue

We have received and reviewed a proposal from Crawford, Murphy & Tilly, Inc. (CMT) to provide the engineering services for the redesign and signalization of the intersection at 14th Street and Park Avenue. This project is being funded through PPUATS with 67% STU funds and the remainder local. The current project estimate is \$275,000.

The cost to perform these services is \$37,800. These costs include all preliminary drawings and reports required by IDOT to get final approval. Once the approval has been received, they will produce the construction drawings and all documentation needed to bid the project.

In conjunction with this approval, there is a resolution to assign Motor Fuel Tax (MFT) funds to cover the City's portion of the funding for 33% or \$90,750.

This project is being built to eliminate the traffic congestion at this intersection and ease some of the backups that occur at Court Street and 14th Street also. We are shooting to get on the first letting in January 2006 which means that construction could start as early as March or April.

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

Thanks,

Joe

March 3, 2005

Mr. Joe Wuellner
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Re: Intersection of 14th Street and Park Avenue
City of Pekin

Dear Joe:

Attached are four signed original contracts for the work at 14th Street and Park Avenue. As a result of our meeting last Friday, the upper limit of compensation is reduced to \$37,000 for labor. It is our understanding that the City of Pekin will contract directly with Whitney and Associates to provide pavement cores and soil borings if those are necessary.

Please contact us if you have any further questions. We look forward to completing this project for the City of Pekin. Let me know when this contract will be presented to the City Council and if you think it would be a good idea for me to attend that meeting.

Sincerely,

Crawford, Murphy & Tilly, Inc.



Eric J. Hansen, P.E.
Project Manager

Attachment: Engineering Agreement (4 originals)

Municipality Pekin	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Crawford, Murphy & Tilly, Inc.
Township Cincinnati				Address 401 SW Water Street, Suite 209
County Tazewell				City Peoria
Section 03-00170-00-TL				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Intersection of 14th Street and Park Avenue

Route FAU 6708 / FAU 6773 Length _____ Mi. 1600 FT (Structure No. _____)

Termini Court Street to Center Street on 14th and 13th Street to Court Street on Park Avenue.

Description:
Improvement of the existing four-way stop controlled intersection to reduce traffic delays. Improvements to be considered include traffic signals and turn lanes at 14th & Park. Modifying the Park Ave. & Court St. intersection shall be evaluated. The preliminary intersection report dated March 1, 2001 identifies the type of improvement and limits.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to District Engineer

- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

- c. ☒ The actual time the ENGINEER is performing services stipulated in paragraphs 1, 2, 3, 5 and 6 of the ENGINEER AGREES times the standard hourly rates for the calendar year the service was performed. The attached Exhibit A provides the Standard Schedule of Hourly Charges for Year 2005. Based on these documents and the anticipated level of effort, the total engineering labor fee shall not exceed thirty-seven thousand dollars (\$37,000) unless authorized by the City. The LA shall reimburse the ENGINEER for direct expenses as a result of performing the work. This amount is estimated to be an additional eight hundred dollars (\$800). These amounts are derived from the information contained in Exhibit B which is attached to, and a part of, this Agreement.

- ~~2. To pay for services stipulated in paragraphs 1, 2, 3, 5 and 6 of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~
3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practical after the services have been performed. ~~in accordance with the following schedule:~~ The ENGINEER may submit invoices to the LA on a monthly basis for the actual time and expenses applied to completing the project since the last invoice period. The LA shall process invoices and make payments to the ENGINEER in accordance with normal practices of the LA.
 - ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above. By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1 through 6 and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual time costs _____ percent incurred up to the time he is notified in writing of such abandonment.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER in accordance with paragraph 1c. _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

ATTEST: _____
By _____

(Seal) Clerk By _____
Title _____

City of Pekin of the
(Municipality/Township/County)
State of Illinois, acting by and through its

Executed by the ENGINEER:

ATTEST: _____
By _____
Title _____

CRAWFORD, MURPHY, & TILLY, INC.

By _____
Title _____

Jouis H. Jilon
Vice - president
Steven A. Kuebler
Sr. Vice President

EXHIBIT A

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2005

Classification	Regular Rates Per Hour
Clerk/Administrative Assistant	\$ 45
Technical Assistant	\$ 52
Technician	\$ 63
Senior Technician	\$ 85
Land Surveyor	\$ 85
Planner/Technical Manager	\$ 72
Engineer	\$ 80
Senior Engineer/Manager	\$ 100
Project Engineer/Manager	\$ 115
Senior Project Engineer/Architect	\$ 140
Principal	\$ 145

These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2006.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A rental charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment or other similar specialized equipment are used directly on assignment. In the event that additional services such as exploratory drilling, materials testing, aerial photogrammetry, foundation studies or other specialized services are furnished to the ENGINEER by another organization, reimbursement for such services shall be at actual cost plus ten percent.

Exhibit B

14th Street and Park Avenue in Pekin, IL
Tazewell County
Section 03-00170-00-TL

Project Schedule		
Letting Date	November 18, 2005	January 20, 2006
Design Criteria Set	4/15/05	6/10/05
Project Development Report to Dist. 4	6/10/05	8/5/05
Project Dev. Rep. Approved by Dist. 4	7/8/05	9/2/05
Joint Agreement to District 4	7/22/05	9/16/05
Plans, Specs, & Estimates to District 4	8/17/05	10/12/05
Final ROW to District 4	9/2/05	10/28/05
Service Bulletin Published	10/14/05	12/9/05

The proposed improvement is anticipated to be completed in accordance with one of the two schedules tabulated above.

EXHIBIT B

14 th Street and Park Avenue

Person-Hour Estimate for Consultant Services

PREPARED BY: EJH DATE: 2/11/2005
REVIEWED BY: SPH DATE: 2/11/2005
REVISED BY: EJH DATE: 2/25/2005

ROUTE: FAU 6708 (14th St.)
FAU 6773 (Park Ave.)
SECTION: 03-00170-00-TL
COUNTY: Tazewell

ITEM	HOURS
DATA COLLECTION	18
FIELD SURVEYS	60
SOIL REPORT AND PAVEMENT ANALYSIS	2
LOCATION DESIGN STUDIES	79
LAND SURVEYS AND RIGHT-OF-WAY DOCUMENTS	17
SPECIAL ENVIRONMENTAL SURVEYS / STUDIES	8
PUBLIC INVOLVEMENT ACTIVITY	0
PROJECT DEVELOPMENT REPORT	72
COORDINATION AND MEETINGS	12
PRELIMINARY PLANS	204
PREFINAL PLANS	0
FINAL PLANS	36
ADMINISTRATION/ PROJECT MANAGEMENT	16
CONSTRUCTION PHASE SERVICES	0
TOTAL	524

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

PERSON HOUR ESTIMATE FOR CONSTRUCTION PERMITS		HOURS	
ITEM/ DESCRIPTION			
<u>DATA COLLECTION</u>			
A.	OBTAIN, LOG, REVIEW AND INCORPORATE DATA		
1.	RECORD PLAN INFORMATION	2	
2.	RIGHT-OF-WAY DATA (EXISTING)	2	
3.	TAX MAPS AND AVAILABLE MAPPING	0	
4.	UTILITY DATA AND FACILITY LOCATIONS	2	
5.	TRAFFIC DATA	2	
6.	ACCIDENT DATA	4	
C.	IDENTIFY & VERIFY DESIGN CRITERIA	2	
D.	FIELD TRIP- INSPECT AND PHOTOGRAPH PROJECT	4	
ITEM TOTAL:		18	
<u>FIELD SURVEYS</u>			
		Crew Days	
A.	ESTABLISH HORIZONTAL CONTROL	0.25	4
B.	ESTABLISH VERTICAL CONTROL	0.25	4
C.	TOPOGRAPHIC SURVEY	1.5	24
D.	TREE SURVEYS TO IDENTIFY REMOVAL QUANTITIES	0	0
E.	ABOVE GROUND UTILITY LOCATION SURVEYS	0.5	8
F.	STAKE SOIL BORING LOCATIONS (ASSUME 4 LOCATIONS FOR MAST ARMS)	0	0
G.	SIDEROAD / ENTRANCE TOPO SURVEYS	0	0
H.	OFFICE WORK		
1.	DOWNLOAD AND DRAW EXISTING TOPOGRAPHIC INFORMATION		8
2.	DEVELOP AND PROCESS TIN		4
3.	OFFICE REVIEW OF FIELD SURVEYS		4
4.	COORDINATION AND SCHEDULING OF CREW PERSONNEL		4
ITEM TOTAL:			60

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION		HOURS
<u>SOIL REPORT AND PAVEMENT ANALYSIS</u>		
A.	COORDINATE PAVEMENT CORING WITH SUBCONSULTANT	2
B.	COORDINATE SOIL BORING WITH SUBCONSULTANT	0
C.	REVIEW SOILS REPORT AND RECOMMENDATIONS	0
D.	PREPARE PAVEMENT DESIGN AND SUBMIT TO DISTRICT (MATCH EXIST. PAVEMENT)	0
ITEM TOTAL:		2
<u>LOCATION DESIGN STUDIES</u>		
A.	ALIGNMENT STUDIES	
1.	DEVELOP TYPICAL ROADWAY SECTION	4
2.	REVIEW AND DEVELOP HORIZONTAL ALIGNMENT	1
3.	REVIEW AND DEVELOP VERTICAL ALIGNMENT	4
4.	REVIEW SIGHT DISTANCE REQUIREMENTS	2
B.	INTERSECTION STUDIES	
1.	TRAFFIC COUNTS	12
2.	TRAFFIC PROJECTIONS	4
3.	TRIP ASSIGNMENTS / DISTRIBUTIONS	0
4.	CAPACITY ANALYSIS	8
5.	TRAFFIC SIGNAL WARRANT ANALYSIS	0
6.	REPORT PREPARATION	0
7.	INTERSECTION DESIGN STUDY PLAN	24
8.	PROFILES	0
9.	INTERSECTION DETAILS	8
10.	PRELIMINARY SUBMITTAL	8
C.	DRAINAGE STUDIES	
1.	REVIEW AND DELINEATE WATERSHEDS	0
2.	DETERMINE INLET SPACING	0
3.	DETERMINE STORM SEWER SIZE, LOCATION AND INVERTS	0
4.	REVIEW IMPACT OF OVERLAY TO DRAINAGE AT EXISTING INTERSECTIONS	4
D.	STRUTURAL DESIGN	0
ITEM TOTAL:		79

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
<u>LAND SURVEYS AND RIGHT-OF-WAY DOCUMENTS</u>	
A. PLAT / DEED RESEARCH	4
B. BOUNDARY AND ROW SURVEY	8
C. OFFICE WORK	
1. DRAW EXISTING ROW AND PROPERTY LINES	4
2. OFFICE REVIEW OF BOUNDARY AND ROW SURVEY	1
3. COORDINATION AND SCHEDULING OF CREW PERSONNEL	0
D. TITLE SEARCH	0
E. REVIEW OF PROPOSED LAND ACQUISITIONS LIMITS	0
F. ROW & EASEMENT PLATS AND LEGAL DESCRIPTIONS	0
ITEM TOTAL:	17
<u>SPECIAL ENVIRONMENTAL SURVEYS / STUDIES</u>	
A. SPECIAL ENVIRONMENTAL ANALYSIS & REPORT	0
B. AIR AND NOISE STUDIES	0
C. SPECIAL LANDS	0
D. WETLAND ANALYSIS	0
E. FARMLAND IMPACTS	0
F. COORDINATION WITH NRCS	0
G. FLOODPLAIN ENCROACHMENT STUDIES	0
H. BIOLOGICAL, CULTURAL AND HAZARDOUS WASTE SURVEYS & STUDIES	0
I. ECAD DOCUMENTS	0
J. PREPARATION OF ENVIRONMENTAL SURVEY REQUEST FORM	8
ITEM TOTAL:	8

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
<u>PUBLIC INVOLVEMENT ACTIVITY</u>	
A. PUBLIC INFORMATION MEETING	
1. EXHIBIT DISPLAYS	0
a. LOCATION MAP	
b. TYPICAL SECTIONS	
c. INTERSECTION STUDIES	
d. PLAN EXHIBITS	
2. REVIEW EXHIBITS WITH COUNTY	0
3. ATTENDANCE AT MEETING	0
4. DEVELOP SUMMARY OF PUBLIC COMMENTS	0
ITEM TOTAL:	0
<u>PROJECT DEVELOPMENT REPORT</u>	
A. IDOT BLR FORM 5250 - GROUP II CAT. EXCL.	
1. APPROVAL FORM	
2. LOCATIONS AND EXISTING CONDITIONS	1
3. PROPOSED IMPROVEMENTS	
a. PURPOSE & NEED/DESIGN POLICIES	1
b. WORK TO BE ACCOMPLISHED	1
c. ITEMS AFFECTING IMPROVEMENT	1
d. DESIGN VARIANCES/JUSTIFICATION	4
e. ESTIMATED COST	8
f. PEDESTRIANS / BICYCLISTS	1
g. ADJACENT IMPROVEMENTS	0
4. ACCIDENT ANALYSIS	4
5. RIGHT OF WAY	1
6. PRIME FARMLAND (COORDINATION WITH IDOA)	0
7. FLOODPLAIN ENCROACHMENT	0
8. NATIONWIDE (404) PERMIT 14	0
9. ENVIRONMENTAL SURVEY (BY OTHERS)	2
a. REVIEW SURVEY RESULTS	
b. PLOT ENVIRONMENTAL RESOURCES ON ROADWAY PLAN SHEETS	
c. WETLAND ANALYSIS	
d. WETLAND MITIGATION PLAN	
e. SUMMARY OF ENVIRONMENTAL RESOURCES	
10. SECTION 4(F) LANDS	0
11. AIR QUALITY	0
12. NOISE	0
13. MAINTENANCE OF TRAFFIC	2
14. PUBLIC INVOLVEMENT	2
15. ICC INVOLVEMENT	0
16. EXHIBITS / ATTACHMENTS	24
17. PRINT, BIND AND DISTRIBUTE FOR REVIEW	4
18. REVISIONS PER IDOT INTERBUREAU REVIEWS	8
19. FINAL REPORT	8
ITEM TOTAL:	72

EXHIBIT B**PERSON HOUR ESTIMATE FOR CONSULTING SERVICES**

ITEM/ DESCRIPTION		HOURS
<u>COORDINATION AND MEETINGS</u>		
A.	PROGRESS MEETINGS WITH CITY (2 MEETINGS X 2 HRS / MEETING X 1 PERSON)	4
B.	BI-MONTHLY COORDINATION MEETINGS (2 MEETINGS X 2 HRS / MEETING X 1 PERSON)	4
C.	FIELD CHECKS AND PLAN IN HAND REVIEWS (1 MEETING X 2 HRS / MEETING X 2 PERSONS)	4
D.	UTILITY COORDINATION MEETINGS	0
ITEM TOTAL:		12
<u>PRELIMINARY PLANS</u>		
A.	PRELIMINARY ROADWAY DRAWINGS	
	1. COVER SHEET	# of Shts. 4
	2. GENERAL NOTES, COMMITMENTS AND SUMMARY OF QUANTITIES	1 8
	3. TYPICAL SECTIONS	2 12
	4. SCHEDULE OF QUANTITIES	2 8
	5. ALIGNMENT, TIES AND BENCHMARKS	1 4
	6. PLAN AND PROFILE SHEETS	4 48
	7. STAGES OF CONSTRUCTION AND TRAFFIC CONTROL PLAN	0 0
	8. EROSION AND SEDIMENT CONTROL PLAN / DETAILS	0 0
	9. INTERSECTION DETAILS	2 20
	10. PAVEMENT MARKING AND SIGNING PLAN / DETAILS	2 8
	11. TRAFFIC SIGNAL PLAN / DETAILS	3 40
	12. MISCELLANEOUS DETAILS	1 8
	13. CROSS SECTIONS	0 0
	Total	19
B.	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	4
C.	PRELIMINARY ROADWAY SPECIFICATIONS	20
D.	PRELIMINARY ESTIMATES	12
E.	PLOT, ASSEMBLE AND SUBMIT PLANS	8
ITEM TOTAL:		204

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
<u>PREFINAL PLANS</u>	
A. REVISIONS PER COUNTY & IDOT INTERBUREAU REVIEWS	0
B. REVISIONS PER CMT QUALITY ASSURANCE REVIEWS	0
C. PRE FINAL QUANTITY COMPUTATIONS	0
D. SCHEDULE OF QUANTITIES	0
E. PREFINAL CONTRACT SPECIFICATIONS & SPECIAL PROVISIONS	0
F. PREFINAL ESTIMATES	0
G. PLOT, ASSEMBLE AND SUBMIT PLANS	0
ITEM TOTAL:	0
<u>FINAL PLANS</u>	
A. REVISIONS PER CITY & IDOT REVIEWS	10
B. REVISIONS PER CMT QUALITY ASSURANCE REVIEWS	4
C. FINAL QUANTITY COMPUTATIONS AND CHECKING	8
D. SCHEDULE OF QUANTITIES	4
E. FINAL CONTRACT SPECIFICATIONS AND SPECIAL PROVISIONS	4
F. FINAL ESTIMATES	2
G. PLOT, ASSEMBLE AND SUBMIT PLANS	4
ITEM TOTAL:	36

EXHIBIT B

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
<u>ADMINISTRATION/ PROJECT MANAGEMENT</u>	
A. PROJECT SETUP AND CONDUCT KICKOFF MEETING	2
B. COMMUNICATIONS WITH CITY & IDOT	2
C. PERSONNEL PLANNING AND SCHEDULING CONTROL	2
D. INTERNAL PROJECT TEAM MEETINGS	2
E. ASSISTANCE WITH LAND ACQUISITION	0
F. CONTRACT ADMINISTRATION AND BILLINGS	8
ITEM TOTAL:	16
<u>CONSTRUCTION PHASE SERVICES</u>	
A. SHOP DRAWING REVIEW	0
B. CONSTRUCTION CONSULTATION	0
C. CONSTRUCTION SITE VISITS	0
ITEM TOTAL:	0

EXHIBIT B
DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION		DIRECT COSTS	SERVICES BY OTHERS
TRAVEL			
Personal Vehicle			
10 Trips X 20 Miles X \$0.40 / Mile		\$80.00	
Survey Vehicle			
6 Trips X 120 Miles X \$0.40 / Mile		\$288.00	
ITEM TOTAL:		\$368.00	\$0.00
PAVEMENT CORES			
Contracted by City of Pekin			\$0.00
ITEM TOTAL:		\$0.00	\$0.00
PRINTING SERVICES			
Project Development Report			
Letter Size	6 sets of 30 shts @ \$0.15		\$27.00
Tabloid Size	6 sets of 10 shts @ \$0.20		\$12.00
Construction Plans & Specs			
Letter Size	8 sets of 20 shts @ \$0.15		\$24.00
"D" Size paper prints	8 sets of 19 shts @ \$2.40		\$364.80
ITEM TOTAL:		\$0.00	\$427.80



Illinois Department of Transportation

Resolution for Improvement by
Municipality Under the Illinois
Highway Code

Construction

Resolution No. 97

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

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Intersection of S 14 th St. and Park Avenue	FAU 6708 FAU 6773		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Engineering contract for the design of intersection changes
to include installation of new traffic control signals to improve traffic flow and safety at this intersection.

and shall be constructed wide
and be designated as Section 030017000TL

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of thirty-seven thousand eight hundred
dollars. Dollars (\$37,800.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

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

APPROVED

Date

Department of Transportation

District Engineer

I, Sue McMillan Clerk in and for the

City Pekin of Pekin

City, Town or Village

County of Tazewell and Peoria , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on March 14, 2005

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

14th day of March, 2005

(SEAL)

City Clerk

City, Town or Village



**Illinois Department
of Transportation**

Construction

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

Resolution No. 98

BE IT RESOLVED, by the City Council of the
City of Pekin Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Intersection of S 14 th St.	FAU 6708		
and Park Avenue	FAU 6773		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Reconfiguration of the intersection and installation of
traffic control signals to improve traffic flow and safety at this intersection.

and shall be constructed _____ wide

and be designated as Section 030017000TL

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of ninety thousand seven hundred fifty
dollars. Dollars (\$90,750.00) for the

improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,

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

APPROVED

Date

Department of Transportation

District Engineer

I, Sue McMillan Clerk in and for the

City of Pekin

City, Town or Village

County of Tazewell and Peoria, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on March 14, 2005

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

14th day of March, 2005

(SEAL)

City Clerk

City, Town or Village

ORDINANCE NO. 2414-DA

**AN ORDINANCE AMENDING TITLE 9, CHAPTERS 6 and 7
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SPECIAL USE**

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

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

WHEREAS, the City Council of the City of Pekin has determined that the Liquor Commission shall recommend conditions for Liquor Licenses to the Liquor Commissioner; and

WHEREAS, it is the intent of the City Council that all Liquor Licenses be regulated by the Liquor Commissioner with recommendations by the Liquor Commission.

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Special Use for Liquor Licenses.

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

1. That Title 9, Chapter 6A, Section 3 be amended by adding the underlined material to the introductory paragraph:

9-6A-3: Special Uses: With the exception of (F), the following uses may permitted, subject to review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject further, to such conditions imposed by the City Council and the conditions herein after imposed for such use; as to (F), such use may be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission as to the use, and after recommendation is received from the Planning Commission as to site plan:

2. That Title 9, Chapter 6B, Section 3 be amended by the addition of the following underlined language to the first paragraph:

9-6B-3: Special Uses: With the exception of generally retail business establishments where alcoholic liquor is sold, including taverns, package liquor stores, or portions of other retail business where liquor is lawfully sold, the following uses may be permitted, subject to review and approval of the site plan and use by City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject further, to such conditions imposed by the City Council and the conditions hereinafter imposed for each use:

3. That Title 9, Chapter 6B, Section 3 be amended by the addition of the following language to the last paragraph of Section 9-6B-3:

As to aforementioned retail business establishments where alcoholic liquor is sold, such use may be permitted, subject to review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Liquor Commission as to the use and after recommendation from the Planning Commission as to the site plan. In addition, as to such generally recognized business establishment where alcoholic liquor is sold, it is subject to the following condition as well:

1. All lighting shall be shielded from adjacent residential district.

4. That Title 9, Chapter 6C-3, be amended by the addition of the following language to the introductory paragraph:

9-6A-3: Special Uses: With the exception of (J), the following uses may permitted, subject to review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject further, to such conditions imposed by the City Council and the conditions herein after imposed for such use; as to (F), such use may be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission as to the use, and after recommendation is received from the Planning Commission as to site plan.

5. That Title 9, Chapter 7A, Section 3 be amended by the substitution of the following to the fifth paragraph relating to retail uses:

Retail uses which have an industrial character in terms of either their outdoor storage requirements or activities (such as, but not limited to: lumber yards, building materials outlet, upholster, cabinet maker, outdoor sales of boats, house trailers, automobile garages or agricultural implements) or serve convenience needs of the Industrial District (such as, but not limited to: eating and drinking establishments, banks, savings and loan associations, credit unions, automobile service stations, motels or bowling alleys, trade or industrial schools or industrial clinics). Provided however, that if such special use is to be a drinking establishment, where alcoholic liquor is sold, then said use shall be permitted, subject to review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission for each use, and after recommendation is received from Planning Commission as to the site plan.

6. That Title 9, Chapter 9-2-7 be amended to state:

Where an applicant for special use has filed an application for a liquor license, and paid the \$100 application fee, no additional \$85 fee shall be required of said applicant for the coincident special use application.

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM

TO: DENNY KIEF

FROM: BILL STREETER

DATE: MARCH 3, 2005

RE: OUTLOT B IN SUNSET HILLS EXT. NO. 25

Please find enclosed a deed for Outlot B in Sunset Hills Extension No. 25. As you may recall, both parties were under the impression that this parcel had already been conveyed to the City, but it had not.

The City will need to pass a resolution accepting the deed. I am forwarding the original to Sue McMillan to put on the agenda for March 14, 2005.

If you have any questions, please let me know.

cc: Joe Wuellner
Sue McMillan

RESOLUTION NO. 99 - 04/05

PEKIN, ILLINOIS, March 14, 2005 19

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
A Trustees' Deed for Outlot B in Sunset Hills Ext. No. 25 is hereby accepted.

SIGNED BY.

MAYOR.

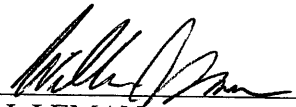
TRUSTEES' DEED

THIS INDENTURE WITNESSETH, that the Grantor, WILLIAM J. LEMAN, not personally but solely as "Trustee" under the Irrevocable Trust Agreement dated December 31, 1985, and known as THE MONGE FAMILY TRUST, for and in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, does hereby CONVEY AND QUIT-CLAIM to CITY OF PEKIN, ILLINOIS, an Illinois municipal corporation, the following described real estate to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

PIN # ~~10~~10-10-14-207-003

DATED this 17th day of february, 2005



WILLIAM J. LEMAN, not personally, but
as "Trustee" under the Irrevocable Trust
Agreement dated December 31, 1985, and
known as the Monge Family Trust

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That WILLIAM J. LEMAN, not personally but solely as "Trustee" under the Irrevocable Trust Agreement dated December 31, 1985, and known as THE MONGE FAMILY TRUST, personally known to me to be the same person whose names are 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 therein set forth.

GIVEN under my hand and notarial seal, this 17th day of February, 2005.



William P. Streeter
Notary Public

EXEMPT UNDER 35 ILCS 200/31-45 (e)

Mail Tax Statements to:
City of Pekin, Illinois,
an Illinois Municipal Corporation
111 S. Capitol
Pekin, IL 61554

This Instrument Prepared By:
William P. Streeter
Elliff, Keyser, Oberle & Dancy, P.C.
109 S. Fourth Street - P.O. Box 873
Pekin, IL 61555-0873

EXHIBIT A

Outlet B in Sunset Hills Ext. No. 25 as shown on plat recorded in Plat Book "MM", page 206, recorded in the Office of the Tazewell County Recorder of Deeds, situated in Tazewell County, Illinois



City of Pekin

Memo

To: Dennis Kief
CC: Mayor and Council
From: Greg Ranney
Date: 3/10/2005
Re: Eastside Fire Station Inspection

Enclosed is the letter from the Illinois Department of Labor on Eastside fire station inspection. Also enclosed are two quotes to install a de-watering system in the basement which we are being assured will solve the water problem. Many things have been done over the past 14 years to try to solve this problem, which seemed to help as a temporary fix but the problem always comes back. Both companies are giving a lifetime warranty as long as the City of Pekin owns the building. I would recommend the low bid of \$9,450.00 from Bix Service be accepted. This problem must be resolved within 45 days from the date of the letter, which was February 28, 2005. Thank you for your immediate consideration in this matter.

Proposal

BIX SERVICE

Foundation Repair and Water Control
1113 Avenue H • Fort Madison, Iowa 52627
bixserve@interl.net

(319) 372-3554 • (309) 637-9889 • 1-800-541-9433 • FAX (319) 372-3838

4 Decades of Quality Service

PROPOSAL SUBMITTED TO East Side Fire Station		PHONE 309-613-0759	DATE 3-8-05
STREET 3232 Court St.		ALT PHONE	
CITY, STATE, ZIP CODE PEKIN, IL 61554		CURRENT ADDRESS	
FIELD REPRESENTATIVE Steve	CROSS STREET	WALL TYPE Poured + block	UTG
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:			
Propose to install Waterguard subfloor water control system. Coverage will be full perimeter along all exterior walls where accessible, approx. 280 linear feet. Tie into existing sump pits. We will work around any permanent obstructions and add laterals off the perimeter system as needed to collect all water. \$8400⁰⁰ Replace existing sump pumps with new Zoeller pumps. 3 Zoeller pumps \$375⁰⁰ Customer to have 2 toilets temporarily removed as well as 2 kitchen cabinets. Removed and replaced at their expense. In Mechanicals room we would like to have any subfloor utilities located by an electrician before work begins. Install 1 Super Sump in SE corner \$675⁰⁰ Price includes all materials and installation labor For our water control system or our anchor system to be effective, the home owner must keep roof gutters clean and free of twigs, leaves and other debris, keep good black soil for backfill tapered out four feet from foundation so water will run away and keep eight-foot extensions on downspouts. Installation of this system will not eliminate moisture caused by condensation, and will not eliminate seepage in floor cracks. Any leaks in the system, if reported within ten years of installation, or as long as you own this home, will be repaired without charge. Any service calls which are not leaks in the system, will be charged at the rate of \$20.00 minimum, plus \$30.00 per man hour, plus cost of materials used. We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: \$9450⁰⁰ dollar(\$) Payment to be made as follows: on completion All invoices due subject to 1 1/2% service charge per month - 18% yearly on completion of job All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner of building to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Authorized Signature <u>Steve</u> Note: This proposal may be withdrawn by us if not accepted within 30 days. Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____ Signature _____ Signature _____			



Illinois Department of Labor
Safety Inspection and Education Division

R. David Tebben, Mayor
400 Margaret Street
Pekin, IL 61554

Re: S-H-2005-0403-LGI, PEKIN FIRE DEPARTMENT HOUSE #1

Dear R. David Tebben

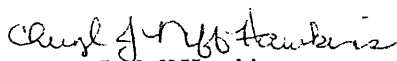
This letter is regarding the referral inspection conducted for the Pekin Fire Department. Concerns were raised during a general inspection conducted at this facility over the presence of microbiological growth and water intrusion in this facility. The sources of water appear to be an inadequate roof and an underground spring. Following is a list of remediation recommendations:

1 - The basement showed signs of serious microbiological growth on many surfaces. Most of these surfaces appear to be non-porous and can be cleaned and decontaminated. This would be most effective once the source of moisture is controlled. Dewatering the basement, sealing it and/or redirecting the influx are all acceptable means and a combination of the above may be needed. The surfaces may need to be cleaned/disinfected more than once. Any porous materials that have been wet for > 48 hours should be discarded. If these materials are moved into other spaces, special care should be taken to protect the other areas and occupants of these areas. This work should be conducted during non-occupied times and the HVAC system must be isolated. I recommend limiting the use of this basement area as much as possible until fixed. Evidence of standing water in the electrical vault room demonstrates the serious nature and extent of this problem.

2 - The roof needs to be repaired, removed and/or replaced. Any ceiling tile that shows damage from water intrusion should be removed/replaced. Any other porous materials that have been wet for > 48 hours should be discarded. Any signs of visible microbiological growth should be cleaned and disinfected as soon as possible. Special safeguards should be taken to protect workers and the environment. (Enclosed is the EPA booklet "Mold Remediation in Schools and Commercial Buildings").

If there are any questions regarding this issue, feel free to contact me.

Sincerely,


Cheryl J. Neff Hawkins
Safety Inspector

cc: Chuck Lauss
Dennis Kief



Illinois Department of Labor
Safety Inspection and Education Division
CITATION

For Violation of the Illinois Health and Safety Act

To: City of Pekin

R. David Tebben, Mayor
400 Margaret Street

Pekin, IL 61554

Citation Date:

Inspection Date: 01/05/2005

Report Number: S-H-2005-0403-LGI

Inspector ID: 46

Inspection Site:

Pekin Fire Department House #1

This citation describes violations of occupational safety and health requirements of the Illinois Health and Safety Act. You must abate violations during the time period specified below unless the citation is appealed through the procedures described by the transmittal letter. It is against the law for an employer to discharge or otherwise discriminate against employees who exercise their rights provided by the Health and Safety Act.

The LAW REQUIRES that a copy of this citation be posted immediately in a prominent place at or near the location of the violation(s) cited below. The Citation must remain posted until the violations cited below have been abated or for three working days (excluding weekends and state holidays), whichever is longer.

Item Number	Hazard Type	Standard, Regulation, or Act Violated/Description of Violation	Days to Abate
1	S	29 CFR 1910.22(a)(1): HOUSEKEEPING - Place(s) of employment were not kept clean and orderly, or in a sanitary condition. See attached letter for details.	45

*Hazard Type: I) Imminent Danger S) Serious W) Willful O) Other

NOTICE TO EMPLOYEES: Employees may appeal the abatement time specified by this citation if they believe the time is unreasonable by notifying the Illinois Department of Labor in writing 15 days of the receipt of the citation by the employer. It is against the law for an employer to discharge or otherwise discriminate against employees who provide

OFFICE USE

Project # _____

Pl. Notice _____

Packet Sent _____

Install Date _____

Install Time _____

WATERPROOFING PROPOSAL

WOODS BASEMENT SYSTEMS, INC.

"Global Resources, Local Service"

524 Vandalia Street, Collinsville, IL 62234

(618) 344-2288 • 1-800-388-9326 • (314) 965-1980

(309) 827-8558 • (417) 823-9191

Date _____

Check # _____

Amount _____

Rec'd by _____

Bal Due _____

PROPOSAL SUBMITTED TO

CITY OF PEKIN

PHONE (HOME) 309-613-0759

DATE BID

JOB ADDRESS

3032 COURT ST.

PHONE (WORK) 309-477-8349

12/7/2004

CITY STATE AND ZIP CODE

PEKIN, IL 61554

ALT NAME GREG RANNEY

ALT LOCATION

Type of Foundation:

- ☒ Poured Concrete
- ☐ Block
- ☐ Brick
- ☐ Stone
- ☐ Other _____

Type of Wall Finish:

- ☒ Plain
- ☐ Paneling
- ☐ Drywall
- ☐ Other _____
- Over -
- ☐ Wood Studs
- ☐ Metal Studs
- ☐ Furring
- ☐ Other _____

Type of Floor Finish:

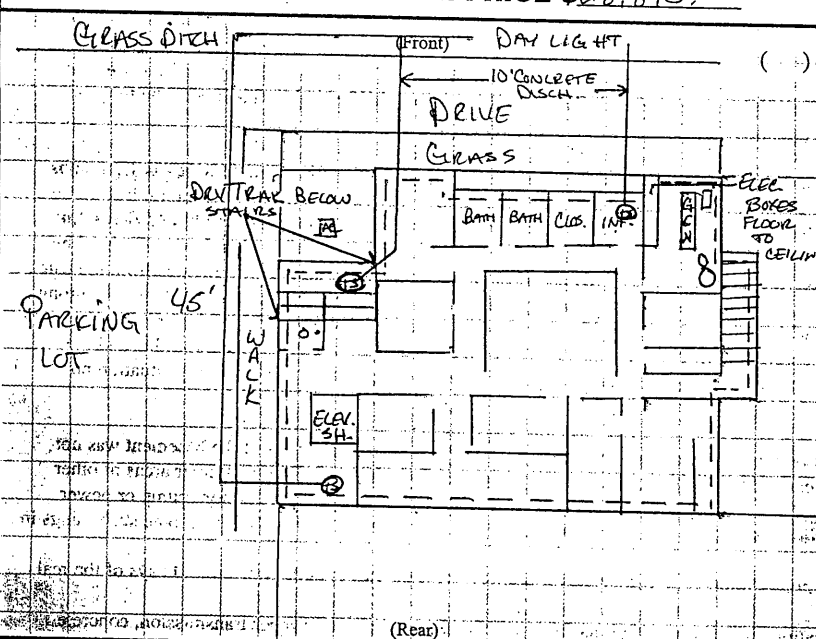
- ☒ Concrete
- ☐ Carpeting
- ☐ Tile
- ☐ Raised Footing
- ☐ Other _____

Outside Obstacles:

- ☒ Driveway
- ☐ Patio/Porch/Deck
- ☐ Sprinkler System
- ☐ Fence
- ☐ Other _____

Quantity Purchased	Recommended Products	Decline Products	System Features
210			WaterGuard
21			DryTrak
			CactusBoard
			DrainTrak
			Inside DrainTile System
			Crawl Space DrainTile System
			CleanSpace
			Sill Plate Outside DrainTile
			Footling Drain Outside DrainTile
			French Drain
3			SuperSump(s) T.R. SAFE
3			PumpStand(s)
3			WaterGuard Port(s)
3			WaterWatch Alarm(s)
0			IceGuard(s)
			UltraSump(s)
			TrenchDrain Doorway/Garage
			LawnScape(s)
			FloodRing
			WellDuct(s)
			RainChute(s)
			FloodChek Hoses
			BrightWall Panel(s)
			BrightPost(s)
			Sq. Ft. ThermalDry Flooring
			ThermalDry Wall System
2			SaniDry
			EverLast Window(s)
			Window Well(s)
			SunHouse(s)
			FlexiSpan(s)
			Wall Crack Injection(s)
			Pipe Injection(s)
			Beam Pocket Injection(s)
			Surface Sealed Crack(s)
40			1 1/2" Pipe
130			3" or 4" Pipe
			Extra Battery
			Extended Pump Warranty

FULL PERIMETER SYSTEM PRICE \$28,875.00



CUSTOMER WILL MOVE ALL ITEMS INCLUDING STAIRS/TOILETS + OTHER MOVEABLE FIXTURES 5 FEET AWAY FROM WALLS. ONLY FIXTURES NOT TO BE MOVED ARE ELECTRICAL BOXES IN GENERATOR ROOM. REMOVE BOTTOM SECTION OF STAIRS TO ALLOW ACCESS.

(3) CUSTOMER WILL BE RESPONSIBLE FOR REPLACING ANY ASPHALT REMOVED IN PARKING LOT + DRIVE. WOODS WILL REPLACE CONCRETE.

NOTE: OTHER OPTIONS FOR STAIRS EXIST IF UNMOVEABLE. WOODS WILL BREAK-UP TILE IN BATHROOMS + CUSTOMER WILL RE-PLACE AFTER.

Distance To Street 30'

Please read the warranty (on reverse side) which is part of this proposal.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **\$28,875.00**

Twenty Eight Thousand Eight Hundred Seventy Five Dollars

Deposit Req. \$5,000.00 Check # _____

Deposit Paid \$ _____ Date ____/____/____

Credit Card # _____ Exp. _____

Balance Due \$ _____

All material is warranted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Owner to carry fire, tornado, contents, and other necessary insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel / utility service lines, though we will try to avoid such damage. All proposals based primarily on homeowners description of problem.

Authorized Signature *Nicholas J. Davis*

NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/2% per month (18% per annum) if our account is past due, and your attorney's fees and costs to collect or enforce this contract. You are authorized to phone us with new products and services and use photos and/or video for marketing purposes.

Signature *[Signature]*

Signature *[Signature]*

Any claim, dispute or controversy arising from or relating to this contract as to interpretation, construction or enforcement, or as to issues of performance, breach, termination, or damages, shall be resolved by arbitration before the American Arbitration Association (AAA), #1 Mercantile Center, Suite 2512, St. Louis, MO 63101-1614. Notice shall be tendered in writing to the other party, with a copy to AAA, within a reasonable time after the dispute has arisen. Arbitration shall be conducted pursuant to commercial rules of mediation and arbitration, and the resulting ruling/award shall be final and binding upon all parties.



Illinois Department of Labor
Safety Inspection and Education Division

received
2/25/05-DK

cc: Chuck Lauss
Greg Rennie
We need to
meet ASAP
D- 4615

Notice: Citation for Violation of Occupational Safety and Health Standards

To: R. David Tebben, Mayor

An inspection of a workplace under your operation, direction or control has revealed conditions which we believe do not comply with the provisions of the Illinois Health and Safety Act. The nature of such violation is described in the attached citation. These conditions must be corrected during the time period noted to the right of each violation therein. There are three classifications of hazard severity: (a) "imminent danger", That which would cause death or serious physical harm immediately; (b) "serious hazard", that which could cause death or serious physical harm; and (c) "other", that which would probably not cause death or serious physical harm. Each citation indicates the severity of the hazard. Please describe in a letter to us the corrective action taken to abate the identified hazards.

You have the right to appeal the validity of citations to the Illinois Department of Labor (IDOL). To appeal, you must notify the Director within 15 working days after receipt of the citation. If you fail to appeal, the citation will be deemed to be a final order not subject to review by any court or agency. You, an employee, or representative of employees may also appeal the abatement period set forth in the citation by filing a Notice of Appeal with IDOL within 15 working days of receipt of the citation. The Notice shall indicate the specific reasons why the abatement period should be changed. Violations that are not appealed shall be corrected within the abatement period specified in this citation. Failure to correct violations within the abatement period may result in further action being taken by IDOL. A follow-up inspection may be made for the purpose of ascertaining if the violations were corrected and if citations were posted as required by the Act.

To help you maintain compliance with safety and health standards and to prevent accidents and injuries, we recommend that you develop a written injury and illness prevention program. The minimum elements of the program should be the designation of a person responsible for implementing safety programs, periodic supervisor meeting to discuss safety problems, monthly meetings with workers, and periodic safety inspections of the workplace.

Please provide us with the name of your safety official.

Angie Evans Safety Comm.
Greg Nelson

If you need assistance or wish additional information, please contact the inspector listed below.

cc: Chuck Lauss
Dennis Kief

Inspecting Office: Springfield

Inspector: Cheryl J. Neff Hawkins

Telephone: 217-782-9386

Inspection#: S-H-2005-0403-LGI

Pekin Fire Department House #1



City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Jones, Maddox, Massaglia and Richmond

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: 2005 GO Bond

DATE: March 9, 2005

On the agenda for the March 14th Council meeting is the \$1.12 million General Obligation Bond Ordinance for Morton Bank. The ordinance specifies an annual payback of principal with semi annual payment of interest.

It is my recommendation that 1) the ten year amortization should be taken over the fifteen year amortization with a ten year balloon. Savings for that is \$87,338.38 or \$111,372.69 over ten Years depending on whether monthly or annual payments are made. 2) Annual payments are more efficient for the city, less costly from a processing standpoint, and less prone to the possibility of error than monthly payment would be. The cost difference is a maximum of \$1,551.65 over ten years, or \$12.93 per month. See attached Morton Bank summary for details.

The closing and disbursal of funds will be March 31, 2005. Interest only will be due October 1, 2005, with the first payment of principal on April 1, 2006. As this is a General Obligation of the City, and taxes were not levied nor abated for this obligation during this tax cycle, they will be abated for both fiscal 2005 and 2006 next year. There are adequate funds available in the General Fund to pay the required Interest and Principal due October 1, 2005 (\$29,178.33) and April 1, 2006 (\$103,685.55).

It is currently anticipated that adequate funds will be available from the general revenues of the City and that any required levy will be abated each year.

Finally, this GO Bond may be prepaid without penalty at any time

The complete bid information from all institutions that responded with sealed bids is available in PDF format via e-mail from the City Clerk or Finance Director upon request.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk

Attachment:

I:\MSW\COUNCIL\2005\05 0309 GO Bond.doc

MORTON BANK SUMAMRY

PRINCIPAL	INTEREST RATE	MONTHLY PAYMENT	INTEREST	TOTAL PAYMENTS
15 Year Amortization w/ 10 Year Balloon				
\$1,120,000.00	5.125%	\$8,974.13	\$430,097.09	\$1,550,097.09

15 Year Amortization w/ 10 Year Balloon				
\$1,120,000.00	5.125%	\$74,666.66	\$407,614.43	\$1,527,614.43

10 Year Amortization				
\$1,120,000.00	5.125%	\$11,989.37	\$318,723.96	\$1,438,724.40

10 Year Amortization				
\$1,120,000.00	5.125%	\$112,000.00	\$320,276.05	\$1,440,276.05 (\$1,551.65)

I:\MSW\COUNCIL\2005\05 0309 GO Bond.do

ORDINANCE NUMBER 2415

AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000 and for the levy and collection of a direct annual tax for the payment of the principal installments of and interest on said bond.

* * *

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), has a population of more than 25,000, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "*Constitution*"), the City is a home rule unit of government and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the City Council of the City (the "*Corporate Authorities*") has hereby determined that it is necessary and in the best interests of the City to pay the costs of the acquisition of land for economic development purposes (the "*Project*"); and

WHEREAS, pursuant to the provisions of Section 6(a) of the Constitution, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the Corporate Authorities have not adopted any ordinance or resolution establishing procedures to be followed in the borrowing of money for public corporate purposes of the City and issuing full faith and credit bonds of the City without referendum approval; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary for the welfare of the government and affairs of the City, is a proper public purpose and is in the public interest that the sum of \$1,120,000 be borrowed at this time to finance the costs of the

Project, and in evidence of such indebtedness, a full faith and credit bond of the City in the aggregate principal amount of \$1,120,000 be issued;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are true, complete and correct, and do incorporate them into this ordinance by this reference.

Section 2. Authorization. The Corporate Authorities hereby find that the City is authorized to issue its general obligation bond to the amount of \$1,120,000 for the purpose of financing the costs of the Project.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the City the sum of \$1,120,000 for the payment of the cost of financing the costs of the Project, and a bond of the City (the "*Bond*") shall be issued in said amount and shall be designated "Taxable General Obligation Bond, Series 2005." The Bond shall be dated the date of issuance thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of \$100,000 or any integral multiple of \$1.00 in excess thereof, shall be lettered R and numbered appropriately, and the Bond shall become due and payable in principal installments serially on April 1 of each of the years and in the principal amounts (subject to redemption prior to maturity as hereinafter set forth) and bearing interest at the rates percent per annum, as follows:

YEAR	AMOUNT	INTEREST RATE
2006	\$112,000	5.125%
2007	112,000	5.125
2008	112,000	5.125
2009	112,000	5.125
2010	112,000	5.125
2011	112,000	5.125
2012	112,000	5.125
2013	112,000	5.125
2014	112,000	5.125
2015	112,000	5.125

The outstanding principal amount of the Bond shall bear interest from its date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of April and October of each year, commencing on October 1, 2005. Interest on the Bond shall be paid by check or draft of the Treasurer of the City, as bond registrar and paying agent (the "*Bond Registrar*"), payable in lawful money of the United States of America to the person in whose name the Bond is registered at the close of business on the fifteenth day of the month immediately prior to the applicable interest payment date. The principal installments of the Bond shall be payable in lawful money of the United States of America by check or draft of the Bond Registrar as provided above for the payment of interest, other than the final principal installment of the Bond which shall be payable at the principal office of the Bond Registrar.

The seal of the City shall be affixed to or a facsimile thereof printed on the Bond, and the Bond shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond,

such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bond shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for the Bond and showing the date of authentication. The Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon the Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this ordinance. The certificate of authentication on the Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on any Bond issued under this ordinance.

Section 4. Registration of Bond; Persons Treated as Owners. The City shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bond as provided in this ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bond. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of the Bond.

Upon surrender for transfer of the Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner of the Bond or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond of the same series, maturities and interest rate of authorized denomination for a like

aggregate principal amount. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of any outstanding Bond authenticated by the Bond Registrar shall not exceed the authorized principal amount of the Bond less previous retirements. The Bond Registrar shall not be required to transfer the Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on the Bond and ending on such interest payment date nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Bond.

The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal installments of or interest on the Bond shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Bond, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Bond, except in the case of the issuance of a Bond for the unredeemed portion of the Bond surrendered for redemption.

Section 5. Redemption Prior to Maturity. The principal installments of the Bond shall be subject to redemption prior to maturity at the option of the City as a whole or in part in authorized denominations in such order of their maturity as shall be specified by the City, on any date, at the redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

The Bond shall be redeemed only in the principal amount of at least \$100,000 and any authorized denomination thereof in excess of \$100,000. The City shall, at least ten (10) days prior to the date fixed for redemption (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such date fixed for redemption and of the principal amount and maturity or maturities of the principal installments of the Bond to be redeemed.

The Bond Registrar shall promptly notify the City in writing of the principal installments of the Bond or portions thereof selected for redemption.

Section 6. Notice of Redemption. Unless waived by any owner of the Bond, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by registered or certified mail at least five (5) days prior to the date fixed for redemption to the registered owner of the Bond at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the date fixed for redemption,
- (2) the redemption price,
- (3) if less than all of the Bond is to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the principal installments of the Bond to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon the Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue on such amount from and after said date,
- (5) the place where the Bond is to be surrendered for payment of the redemption price, which place of payment shall be the office of the Paying Agent, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any date fixed for redemption, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of the Bond or portion of the Bond which is to be redeemed on that date. With respect to an optional redemption of the Bond, unless moneys sufficient to pay the principal installments of and interest on the Bond to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem the Bond or portion thereof, and the Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that the Bond or portion thereof will not be redeemed.

Notice of redemption having been given as aforesaid, the Bond or portion of the Bond so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) the Bond or portion of the Bond to be redeemed shall cease to bear interest. Upon surrender of the Bond for redemption in accordance with said notice, the Bond or portion thereof shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the date fixed for redemption shall be payable as herein provided for the payment of interest. Upon surrender for any partial redemption of the Bond, there shall be prepared for the registered owner thereof a new Bond of the same series, maturities and interest rates in the amount of the unpaid principal.

If the Bond or portion of the Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the date fixed

for redemption at the rate borne by the Bond. If the Bond shall have been redeemed as a whole, it shall be cancelled and destroyed by the Bond Registrar, and shall not be reissued.

In addition to the redemption notice required above, further notice of redemption (the "*Additional Redemption Notice*") shall be given by the Bond Registrar as set forth below, but no defect in the Additional Redemption Notice nor any failure to give all or any portion of the Additional Redemption Notice shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed above.

Each Additional Redemption Notice given hereunder shall contain the information required above, plus (i) the date such notice required above has been or will be mailed; (ii) the date of issuance of the Bond, as originally issued; (iii) the maturity date of each principal installment of the Bond (or portion thereof) to be redeemed; and (iv) any other descriptive information needed to identify accurately the Bond being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to The Depository Trust Company of New York, New York, and at least two (2) national information services that disseminate notices of redemption of obligations such as the Bond.

Each Additional Redemption Notice may be published at least one (1) time in a financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Bond and which is likely to reach the owner of the Bond, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

Section 7. Form of Bond. The Bond shall be prepared in substantially the following form; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [7] through [11] shall be inserted immediately after paragraph [1]:

(Form of Bond - Front Side)

REGISTERED
No. R- _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF TAZEWELL AND PEORIA

CITY OF PEKIN

TAXABLE GENERAL OBLIGATION BOND, SERIES 2005

See Reverse Side for
Additional Provisions

Interest
Rate: 5.125%

Maturity
Dates: As set forth below

Dated
Date: _____, 2005

Registered Owner:

Original Principal Amount:

Outstanding Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Dates identified below, the Principal Amounts identified below (but only to the extent of the advances of the purchase price paid from time to time) and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) the Principal Amount of this Bond outstanding from time to time from the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on April 1 and October 1 of each year, commencing on October 1, 2005, until said Principal Amount is paid. The Principal Amount shall be paid in installments in the principal amounts and on April 1 of the years, as follows:

YEAR	AMOUNT
2006	\$112,000
2007	112,000
2008	112,000
2009	112,000
2010	112,000
2011	112,000
2012	112,000
2013	112,000
2014	112,000
2015	112,000

The final principal installment of this Bond is payable in lawful money of the United States of America at the principal office of the Treasurer of the City, in Pekin, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the other installments of principal hereof and interest hereon shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date, and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, have been done and have been performed in regular and due form and time as required by law;

that the indebtedness of the City, including the issue of this Bond, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal installments hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Pekin, Tazewell and Peoria Counties, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City, and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

Mayor

(SEAL)

Attest:

City Clerk

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Treasurer of the City of Pekin,
Tazewell and Peoria Counties, Illinois

This Bond is the Bond described in the within mentioned ordinance, and is the Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois.

TREASURER OF THE CITY,
as Bond Registrar

[Form of Bond - Reverse Side]

CITY OF PEKIN

TAZEWELL AND PEORIA COUNTIES, ILLINOIS

TAXABLE GENERAL OBLIGATION BOND, SERIES 2005

[6] This Bond is issued by the City in the principal amount of \$1,120,000 for the purpose of financing the costs of the acquisition of land for economic development purposes, pursuant to and in all respects in compliance with the applicable provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and in compliance with an ordinance which has been duly adopted by the City Council of the City on March 14, 2005, and approved by the Mayor of the City, pursuant to the home rule powers of the City (the "*Bond Ordinance*"), in all respects as by law required.

[7] The principal installments of this Bond are subject to redemption prior to maturity at the option of the City as a whole or in part in the principal amount of \$100,000 and any authorized denomination in excess thereof, in such order of maturity as shall be specified by the

City, on any date, at the redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

[8] Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days prior to the date fixed for redemption to the registered owner of this Bond at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Such notice of redemption may be conditional as provided in the Bond Ordinance. When so called for redemption, the principal amount of this Bond so to be redeemed will cease to bear interest on the specified date fixed for redemption, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in Pekin, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond of authorized denomination of the same series, maturities and interest rate and for the same outstanding principal amount will be issued to the transferee in exchange for this Bond.

[10] This Bond is issued in fully registered form in the denomination of \$100,000 or integral multiples of \$1.00 in excess thereof. The Bond Registrar shall not be required to transfer this Bond during the period beginning at the close of business on the fifteenth day of the month immediately prior to any interest payment date on this Bond and ending on such interest payment date nor to transfer or exchange this Bond after notice calling any portion of this Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any portion of this Bond.

[11] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * *

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT/TRANS MIN ACT-
			Custodian _____
TEN ENT	—	as tenants by the entirety	(Cust) _____ (Minor)
			under Uniform Gifts/Transfers to Minors Act
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	_____ (State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Section 8. Sale of Bond. The Bond hereby authorized shall be executed as in this ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the City, and be by said Treasurer delivered to Morton Community Bank, in Morton, Illinois (the "*Purchaser*"), upon receipt of the purchase price of the Bond, being par plus accrued interest, if any. No person holding an office of the City either by election or appointment is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said arrangement for the purchase of the Bond.

Section 9. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bond as it falls due, and also to pay and discharge the principal installments thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct annual tax for each of the years while the Bond is outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, the following direct annual tax, to-wit:

FOR THE YEAR

TAX SUFFICIENT TO PRODUCE THE SUM OF:

2005	\$169,559.44	for principal and interest up to and including April 1, 2007
2006	\$163,660.00	for principal and interest
2007	\$157,920.00	for principal and interest
2008	\$152,180.00	for principal and interest
2009	\$146,440.00	for principal and interest
2010	\$140,700.00	for principal and interest
2011	\$134,960.00	for principal and interest
2012	\$129,220.00	for principal and interest
2013	\$123,480.00	for principal and interest

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the purchasers and the owners of the Bond that so long as the Bond remains outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal installments of and interest on the Bond; *provided, however*, that whenever other funds (including the proceeds of bonds issued to refund the Bond) are made available for the purpose of paying any principal installment of or interest on the Bond so as to enable the abatement of taxes levied for the same, the Corporate Authorities shall, by ordinance, direct the deposit of such funds into the Bond Fund hereinafter created and defined or into a proper escrow account created solely for such purpose, and further, in and by such ordinance, shall direct the abatement of the taxes by the amount so deposited, and

proper notification of such abatement shall be filed with the County Clerks, in a timely manner to effect such abatement.

Section 10. Filing of Ordinance; Bond Fund. Forthwith upon the passage of this ordinance, the City Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerks, and it shall be the duty of said County Clerks to annually in and for each of the years 2005 to 2013, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "2005 Taxable General Obligation Bond, Series 2005 Bond Fund" (the "*Series 2005 Bond Fund*"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bond.

Section 11. Advances and Appropriations. The proceeds received by the City upon the sale of the Bond in the amount of \$1,120,000 (representing principal proceeds of \$1,120,000 and no accrued interest), shall be deposited by the City in a separate, segregated fund (the "*Project Fund*"), used from time to time to pay the cost of financing the Project, for which purposes the proceeds of the Bond are hereby appropriated. The cost of engineering, legal and financial services, the cost of surveys, designs, soundings, borings, rights of way, inspection charges, and all other necessary and incidental expenses shall be deemed items of cost of construction of the Project to be paid from the proceeds of the Bond in accordance with the plans and specifications

therefor. The moneys in the Project Fund may be invested in any authorized investment for the City.

Section 12. Registered Form. The City recognizes that the Bond is to be issued and to remain in fully registered form. In this connection, the City agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 13. List of Bondholders. The Bond Registrar shall maintain a list of the name and address of the registered owner of the Bond and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 14. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to give notice of the redemption of the principal installments of the Bond;
- (c) to maintain a list of the registered owners of the Bond as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (d) to cancel and/or destroy the Bond which has been paid at final maturity or submitted for transfer;
- (e) to furnish the City at least annually a certificate with respect to the Bond cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of principal installments of the Bond paid, principal installments of the Bond outstanding and payments made with respect to interest on the Bond.

Section 15. Other Documents. The Mayor, the City Clerk, the City Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates necessary in connection with the authorization and delivery of the Bond.

Section 16. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this ordinance.

Section 17. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this ordinance shall be in full force and effect immediately and forthwith upon its passage and approval, as provided by law.

ADOPTED by the Corporate Authorities on March 14, 2005.

AYES:

NAYS:

ABSENT OR NOT VOTING:

APPROVED: March 14, 2005.

(SEAL)

Attest:

Mayor, City of Pekin,
Tazewell and Peoria Counties, Illinois

City Clerk, City of Pekin,
Tazewell and Peoria Counties, Illinois

Recorded in the Municipal records on March 14, 2005.

Published in pamphlet form on March 14, 2005.

Commissioner _____ moved and Commissioner _____
seconded the motion that said ordinance as presented and read be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt the ordinance as read.

Upon the roll being called, the following Commissioners voted "AYE": _____

_____ .

and the following Commissioners voted "NAY": _____ .

and the following Commissioners were "ABSENT OR NOT VOTING": _____ .

Whereupon the Mayor declared the motion carried and the ordinance adopted, and
henceforth did approve and sign the same in open meeting and did direct the City Clerk to record
the same in full in the records of the City Council of the City of Pekin, Tazewell and Peoria
Counties, Illinois, which was done.

Other business not pertinent to the proposed public improvement project was duly
transacted at said meeting.

Upon motion duly made and seconded, the meeting adjourned.

City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the "*Corporate Authorities*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 14th day of March, 2005, insofar as the same relates to the adoption of an Ordinance entitled:

AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000, and for the levy and collection of a direct annual tax for the payment of the principal installments of and interest on said bond.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City on a date other than a Saturday, Sunday or holiday for Illinois cities at least 48 hours in advance of the holding of said meeting; that said agenda contained a specific item relating to said Ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

In WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this _____ day of March, 2005.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the "*Council*").

I do further certify that on the 14th day of March, 2005, there was published in pamphlet form, by authority of the Council, a true, complete and correct copy of Ordinance Number _____ of the Council providing for the issuance of a Taxable General Obligation Bond, Series 2005, of the City in the principal amount of \$1,120,000, and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 14th day of March, 2005.

(SEAL)

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Tazewell, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of March, 2005, there was filed in my office a duly certified copy of Ordinance Number _____ entitled:

AN ORDINANCE, providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal installments of and interest on said bond.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 14th day of March, 2005, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of March, 2005.

County Clerk of The County of
Tazewell, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of March, 2005, there was filed in my office a duly certified copy of Ordinance Number ____ entitled:

AN ORDINANCE, providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal installments of and interest on said bond.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 14th day of March, 2005, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of March, 2005.

County Clerk of The County of Peoria,
Illinois

(SEAL)

MINUTES of a regular public meeting of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, held at the City Hall, in said City at 5:30 o'clock P.M., on the 14th day of March, 2005.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Lyndell N. Howard, the Mayor, and the following Commissioners answered present: _____.

The following Commissioners were absent: _____.

* * *

(Other Business)

The City Council then discussed a proposal to issue a taxable general obligation bond of the City for the purpose of financing the acquisition of land for economic development purposes, and then considered the adoption of an ordinance providing for the issuance of a bond for such purpose and the levy of a direct annual tax sufficient to pay the principal thereof and interest thereon.

Whereupon the City Clerk presented an ordinance as follows:

ORDINANCE NO. 2416

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE AND THE PURCHASE
OF REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has established the Riverway Business Park to be used for the purpose of business expansion in the community and economic development; and

WHEREAS, it is beneficial to the City of Pekin for the capacity of the Riverway Business Park to be expanded; and

WHEREAS, the owner of property immediately adjacent to the Riverway Business Park is desirous of selling the following described real estate:

The Northeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, containing 160 acres, more or less.

PIN: 10-10-10-200-001 (40 acres)
 10-10-10-200-002 (120 acres)

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property for the preservation and expansion of the Riverway Business Park; and

WHEREAS, the City Council deems it in the best interests of the economic development of the community to develop said property and to expand the Riverway Business Park; and

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

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

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

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

SECTION II. That the City of Pekin purchase from Jess G. Tucker, Trustee under Reuter Charitable Remainder Unitrust dated May 9, 1997, the following described real estate, to-wit:

The Northeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, containing 160 acres, more or less.

PIN: 10-10-10-200-001 (40 acres)
 10-10-10-200-002 (120 acres)

SECTION III. That the purchase price for said property shall not exceed One Million One Hundred Twenty Thousand (\$1,120,000.00) Dollars, and shall be on such terms and conditions as set forth in the Agreement to Purchase attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement to Purchase attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

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

SECTION IX. 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

AGREEMENT TO PURCHASE

THIS AGREEMENT made this _____ day of _____, 2005, by and between JESS G. TUCKER, TRUSTEE UNDER REUTER CHARITABLE REMAINDER UNITRUST DATED MAY 9, 1997, hereinafter referred to as "Seller", and CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "Buyer"; WITNESSETH:

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the following terms and conditions, the following described real estate:

The Northeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, containing 160 acres, more or less (a more accurate legal description to be furnished prior to closing).

PIN: 10-10-10-200-001 (40 acres) 10-10-10-200-002 (120 acres)

1. The sale price is \$1,120,000.00, payable as follows:

A. The sum of \$1,000.00 upon the signing of this Agreement, the receipt of which is hereby acknowledged by the Seller.

B. The balance of \$1,119,000.00 shall be paid at closing.

C. Closing shall be on or before May 1, 2005.

2. The Seller shall pay the general real estate taxes for the year 2004, payable in 2005. The Seller shall pay the general real estate taxes for the year 2005, payable in 2006, on a prorated basis up to the date of possession hereunder. The Buyer shall pay the general real estate taxes for the balance of the year 2005 and each year thereafter. Prorating shall be on the basis of the amount of the most recent ascertainable tax.

EXHIBIT "A"

3. Buyer shall be entitled to possession of said property upon payment of the purchase price and delivery of deed as herein provided.

4. On full payment of the purchase price and compliance with the other terms of this Agreement by the Buyer, the Seller shall convey said property to the Buyer by trustee's deed free and clear of all encumbrances, except as heretofore or hereafter provided, and subject to any easements, covenants and restrictions of record, and subject to any acts of the Buyer.

5. Unless otherwise herein provided, said property shall be conveyed subject to all restrictions, reservations and easements of record and zoning laws, and free of all other liens, special assessments and encumbrances (unless otherwise specified).

6. Seller shall promptly furnish at its expense an abstract of title or a commitment of title insurance in the amount of the purchase price issued by a recognized title company showing good and merchantable title in Seller, subject only to the following:

A. The lien of general taxes not yet due;

B. Building, use and occupancy restrictions, conditions and covenants of record, if any.

C. Easements of record, if any.

D. Matters which can be corrected by disbursement from the selling price at closing.

7. Buyer shall, within fifteen days after receiving such abstract or commitment of title insurance, deliver to Seller or its attorney any objections to the title in writing. If valid objections be so reported and the same be not corrected or provided for within fifteen days, then Buyer shall have the option to declare this contract null and void and receive back its earnest money or to

perform this contract and deduct from the purchase price the amounts of any liens, encumbrances, or defects which are definitely ascertainable.

8. The Seller warrants that all special assessments heretofore levied against said property have been paid to the date of closing, including all unpaid installments. Buyer agrees to pay any and all special assessments levied against said property subsequent to the date of possession.

9. Seller does hereby warrant that no notice from any city, village, or any governmental authority of a dwelling code violation which existed on the dwelling structure located on the premises herein before the contract was executed has been issued and received by Seller or any agent of Seller within ten years of the date of this Agreement.

10. In the event of failure of Buyer to perform any of the covenants or agreements hereinabove provided, Seller may, by election evidenced by written notice to Buyer, declare this Agreement at an end and the rights and interests of Buyer hereunder forfeited; and in such case the down payment shall be retained by the Seller as agreed-upon liquidated damages, or the Seller may elect any other remedy which it has, including the right of specific performance. Any election made hereunder shall be done in writing and shall be done within thirty days of such failure by the Buyer to perform any of the covenants or agreements herein provided.

11. Seller shall pay for the revenue stamps to be affixed to the trustee's deed.

12. The Buyer shall not transfer or assign its interests hereunder without the prior written consent of the Seller.

13. Condition of the Real Property. Buyer warrants that Buyer by closing shall have inspected the real property or had the opportunity to conduct a complete and thorough inspection to determine the condition of the real property for any and all defects, whether known, unknown or

hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials. If the findings and conclusions of such investigation disclose any conditions which are reasonably unacceptable to Buyer in good faith exercise of its discretion, Buyer may terminate this agreement without liability to either party, and if Buyer terminates this agreement, Seller shall immediately return to Buyer the earnest money.

14. Seller's Representations and Warranties. Without performing any investigation or inquiry and without any duty or obligation to perform or conduct any investigation or inquiry, Seller represents to Buyer that all of the following are now and shall be true as of the closing:

- (a) Seller has full right, power and authority to execute and deliver this contract and take such actions as may be necessary to effectuate the transaction contemplated herein and close pursuant hereof.
- (b) There is no pending, and to the best knowledge of Seller, no threatened litigation with respect to the premises, and in the event Seller receives notice of any litigation or has reason to believe that any litigation is threatened with respect to the premises, Seller shall notify Buyer promptly of such pending or threatened litigation.
- (c) Prior to closing, Seller shall maintain the premises and shall commit no waste, damage or destruction of the premises. Seller agrees to deliver possession of the premises in the same condition as it is as of the date of this contract, ordinary wear and tear accepted.
- (d) To the best of Seller's knowledge and belief, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the premises, which have not been heretofore entirely corrected.
- (e) To the best of Seller's knowledge and belief, there is no existing, pending or contemplated threatened or anticipated (i) condemnation of any part of the premises, (ii) widening, change of grade or limitation on any use of streets, roads or highways abutting the real estate, (iii) special tax or assessment to be levied against the premises, (iv) change in the zoning classification of the premises, or (v) change in the tax assessment of the premises, except as may be undertaken by Buyer pursuant to this contract.

(f) To the best of Seller's knowledge and belief, the premises does not contain any hazardous substance or waste, nor has the Seller received any notice of any threatened or actual presence, release, threat of release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous substance. For purposes of this representation, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., the Illinois Environmental Protection Act ("IEPA"), Illinois Compiled Statutes, Chapter 514, Section 5/9 et. seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Buyer as of the closing.

(h) Seller agrees at closing to deliver a certificate that all of the representations and warranties are true and in effect as of the date of closing.

15. The purchase of the Property is subject to approval by the City Council of the City of Pekin.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which shall constitute one and the same instrument.

17. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

SELLER:

REUTER CHARITABLE REMAINDER
UNITRUST,

By _____
JESS G. TUCKER, TRUSTEE

BUYER:

CITY OF PEKIN,

By _____
Its: Mayor

ATTEST:

Its: City Clerk