



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF FEBRUARY 28, 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 14, 2005

Special Council Meeting Liquor Code February 17, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

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. Resolution No. 94-04/05 - Mayors Appointments to Liquor Commission
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

VII. COMMUNICATIONS, PETITIONS, REPORTS

DUI Enforcement Awards

Retirement Presentation – Dan Bonnette

VIII. NEW BUSINESS

1. Ordinance No. 1568-151 -Rezoning Certain Property Lot 5,6,8 & 9 Gingoteague
1320 Executive Court / Cross (JW)
2. Special Use Request for Used Car Lot located at 1800 Court Street by Mike Holcomb (JW)
3. Site Plan 1800 Court Street as Used Car Lot by Mike Holcomb (JW)
4. Resolution No. 95-04/05 - Extension of Variance for Fire Protection Dragon's Dome (JW)
5. Ordinance No. 2412 - Amending Title 1, Chapter 5, Section 3 of the Code of the City of Pekin
Regarding Electronic Attendance at Public Meetings (SB)
6. Letter of Understanding with Illinois Department of Transportation Traffic Signals (DK)
7. Lease Agreement with Illinois Department of Natural Resources for Rt 29 Signage (GR)
8. Ordinance No. 2413 - Amending Title 3, Chapter 3, Section 3 of the Code
of the City of Pekin Regarding Liquor Code (HR)
9. Set Public Hearing for Annexation Agreements on March 28, 2005 @ 5:30 p.m. (KU)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

X. EXECUTIVE SESSION

Litigation ILCS 120/2 (c.) 11.
Employment of Specific Employee of the Public Body ILCS 120/2 (c.) 1.

XI. ADJOURNMENT

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN CITY HALL COUNCIL CHAMBERS
ON THURSDAY, FEBRUARY 17, 2005 AT 5:00 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MASSAGLIA, RICHMOND, JONES AND MADDOX

ABSENT: NONE

Mayor Howard and Commissioner Maddox called a special meeting and Agenda Notice was posted on Friday, February 4, 2005 to consider an ordinance amending the Code of the City of Pekin Regarding Liquor Code Revisions.

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

Roll was called and all commissioners were present.

Agenda

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

New Business

**ORDINANCE NO. 2411
AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING LIQUOR CONTROL**

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that Ordinance No 2422 be adopted.

Com'r. Maddox read from a prepared statement the Mayor's Advisory Committee for Liquor Code Revision's structure, directive, and mission to provide a comprehensive, understandable and conducive to a positive business climate, without compromising public safety code for the sale of alcohol. He review the work of the committee since June of 2004, the opinions, the debates, and the public input to arrive at the Committee recommendation as presented. Members and those persons that contributed to its completion were extended appreciation by Com'r. Maddox and also Mayor Howard.

Motion was then made by Com'r. Massaglia, seconded by Com'r. Maddox that Ordinance 2411 be amended by removing in 3-3-5-3 the following language:

Tamper proof closed circuit cameras which record viewable images to tape disc or computer storage shall be installed to cover all areas. The recordings shall be retained for three months and made available to police and fire authorities on request.

and inserting the following language in its place:

Tamper proof closed circuit cameras.

Discussion followed regarding the following matters:

- Com'r. Massaglia explained his position that he accepted the provision that cameras be installed in above or below grade establishments but did not support that a private business should be forced to tape and retain videos because of the expense and the right to privacy
- Com'r. Richmond spoke in support of the camera requirement and taping as a security measure needed for police and fire safety

Mayor Howard stated that he would allow staff and public discussion on topics at hand.

- Fire Chief Lauss explained the possible use of the tapes if fire department were challenged in their "duty to act"
- Steve Schroeder owner of Stokers 251 Derby, expressed views the cameras have on insurance savings verses expense
- Robert Center leasee of 431 ½ Court Street opposed mandatory requirement of camera tape retention

Com'r. Jones questioned allowing public input on the floor when that opportunity had already been

given specifically at a previous meeting.

On roll call vote: Nayes, Jones and Richmond; Ayes, Maddox, Massaglia, and Howard. Motion Carried.

Com'r. Massaglia then presented a second amendment. Motion by Com'r. Massaglia, seconded by Com'r. Maddox that Ordinance No. 2411 be amending by

removing in 3-3-3(a) in it's entirety and substituting in its place the following language: A local liquor commission is created consisting of five (5) members, 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; two (2) members shall be appointed for a term ending two years from date of appointment; and two (2) members 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. The Chief of Police the Fire Chief and the Director of Public Works shall designate non- voting representatives to the liquor commission for the purpose of advising the liquor commission.

Discussion followed on the following matters:

- Com'r. Massaglia stated most committees and boards were not composed of full time staff members. Airport and Planning Commission were given as examples
- Com'r. Richmond stated he is the Chair of Traffic Safety and members were totally represented by staff. He felt Public Safety representatives were most important make up of the commission in decision making
- Appointments would be made by advice and consent of Council
- Com'r. Richmond questioned the absence of language in regards to a license holder not being eligible to serve

It was the opinion of Attorney Bosich that it was assumed that at license holder could not serve on the commission but suggested the language be made part of the amendment. Com'r. Maddox concurred with the addition **No license holder shall be appointed to the commission** to the original motion amendment that he had seconded.

Discussion continued. Police Chief Tim Gillespie addressed the Council and encouraged the insuring of public safety by allowing the Fire Chief and Police Chief to be voting members of the commission.

Mayor Howard stated he would vote "present" on any following motion. He then called for the vote first clarifying that a second amendment was before the Council with the addition of wording in regards to license holders as commission members. **On roll call vote: Nayes, Jones and Richmond; Ayes, Maddox and Massaglia, Present, Howard. Mayor Howard requested that his vote be changed for the record to Aye. Motion Carried.**

The following sections of the Code were noted or discussed:

- 3-3-4-5 area on Court Street for not for profit special events
- 3-3-5-1 change from opening at noon on Sundays to 10:00 a.m.
- 3-3-5-2 license issuance to churches or schools
- 3-3-4-4 Liquor Commissioner's authority to determine if felon is sufficiently rehabilitated
- availability of hearing transcripts as public record
- clarification given to fees for Pier and Court Street Special events and one day license

Com'r. Jones stated there were good provisions in the revisions but could not vote on the adoption of the ordinance because he felt there did not need to be a liquor commission established. The present system worked.

Public Works Director Joe Wuellner was questioned by Mayor Howard on the responsibilities of approving site plans of establishments and the position of the Planning Commission in regards to the removing of sale of liquor as a special use from the zoning code. Attorney Burt Dancey advised that the ordinance before the Council did not enact that change but would be presented as a consideration in a separate ordinance after proper publication and notice for hearing to a zoning change. Attorney Dancey continue with an explanation of the difference between the detailed responsibilities of the new Liquor

Commission and the Planning Commission's exercise in recommending "special use" criteria.

Mayor Howard asked that the roll be called on the motion made by Com'r. Massaglia and seconded by Com'r. Maddox to adopt Ordinance No. 2411 as amended. On roll call vote: Nay, Jones; Ayes Maddox, Massaglia, Richmond, and Howard. Motion carried.

No other business to come before the Council, Motion by Com'r. Richmond, seconded by Com'r. Maddox that Council adjourn. On roll call vote, all present voted, Aye.

COUNCIL ADJOURNED AT 6:00 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Project Status Report
Remarks

Project	Status	Remarks	Contact
Sunset Hills 30/31/32	Construction	Building houses	Ron
Apartment Complex – Edgewater Dr & Lakeshore	Construction	Construction has begun.	Ron
Sierra Drive	Construction	Curbs and sewers installed for 4 lots.	Ron
Sunset Lake Estates	Planning	Project is still under review by the DNR. No date yet for construction.	Joe
Old City Salt Building	Complete	Remodel old salt bldg for Fastenal Business	Ron
Continental Carbonics	Construction	Addition to existing facility.	Ron
Heilig-Meyers Bldg	Construction	Remodeling building for new tenants.	Ron
Strip Plaza – Super WalMart	Construction	The Game Stop is open and working on Radio Shack	Ron
Benassi Roofing	Construction	Extending existing building. 5th & Market	Ron
East Court Village (Mall)	Construction	Demolition and rebuild ongoing.	Ron
East Court Village North (Shopko)	Construction	Interior remodeling underway.	Ron
Pekin Hospital	Construction	Remodel OB/Gyn and Nursery areas	Ron
Goody's	Construction	Working on finishing out interior. (in SHOPKO Bldg.)	Ron
Steak N Shake Relocation	Bid	Drawings received for relocating Steak N Shake to lot in front of Shopko	Ron
Menard's Remodel	Construction	Work continuing on addition of mezzanine	Ron
DRA Const. Office	Construction	Starting interior work of their office on Ann Eliza	Ron
Dollar Tree	Construction	Beginning work on build out. (in SHOPKO Bldg.)	Ron
East Court Village Outlot E	Construction	Work has begun on new strip mall in parking lot behind Culvers	Ron
Claire's Boutique	Construction	New tenant build out in East Court Village Bldg A. (Hobby Lobby)	Ron
RUE 21	Construction	New tenant build out in East Court Village Bldg C. (Bergner's)	Ron
			Ron
West Campus	Planning	Working with developers on conversion of old high school building.	Ron
Parkway Area Storm Sewer Study	Planning	Proposal from Clark Eng accepted. Research of existing drawings ongoing.	Joe

City of Pekin
Project Status Report

Project	Status	Remarks	Contact
Veterans Dr. – Commercial Dr. to Route 29	Preliminary Design	Phase 1 Study Complete. IDS underway for Route 29 intersection. Negotiating with property owners. Waiting on Federal/State \$.	Denny
Veterans Dr. – Broadway to 474	Preliminary Design	Phase 1 Underway including Interchange Justification at 474	Denny
Pekin Dragon Dome	Construction	Punchlist items remain in the building and completion of paving and landscape.	Ron
Riverfront Park	Construction	Contract awarded to Otto Baum. Pre-construction meeting set for 2/15/05	Joe
Street Maintenance 2005	Planning	Plan for this year being compiled by Street Supervisor.	Dave P.
Lake Arlann Dredging	Suspended	Dredging lake suspended for the winter.	Joe
Pekin Lake	Planning	Northern unit at HQ for review and approval. Southern unit has been reviewed.	Joe
Brick Streets	Construction	Will resume in the spring.	Dave P.
Broadway Widening	Planning	Working with County (Lead Agency) 2008 Construction	Denny
Broadway @ Parkway	Awaiting Funds	Intersection upgrade. IDS complete. Awaiting additional funding	Joe
Forest Dr. @ Court St.	Awaiting Funds	Intersection Design Study Complete. Awaiting Funding	Joe
14 th @ Park Avenue	Design	Design being completed. Set for November letting.	Joe
Waste Water Treatment Plant	Preliminary Design	Mandated CSO Assessment Study Underway	Denny
IL Bio-Diesel Plant	Planning	Going through EDFAP application process.	Joe
First Baptist Extension	Construction	Addition to existing building for offices.	Ron
Pekin Church of God 1010 El Camino Dr.	Construction	New Church Building.	Ron
Hickory Hills 4	Construction	Starting houses.	Ron
Deerfield 3	Construction	Building houses.	Ron
Marigold 9A	Construction	Building houses.	Ron
Marigold 10 & 11	Construction	Work starting on sewer line.	Ron
Lake Kennedy 2	Construction	Building houses	Ron
Lutticken's Cove	Construction	Building houses	Ron
Lutticken's Villas	Construction	Building houses	Ron
Lutticken's Cove 3	Planning	Rezoning of third section denied by Planning Commission again.	Ron
Lake Whitehurst	Construction	Building houses	Ron

BUILDING REPORT 2005

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISCELLANEOUS	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	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
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	
TOTAL 6 MO	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	
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	2	\$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

LADD Meeting February 21, 2005 Minutes

Members present: Orr, & Wuellner. Also present: Peter Berrini, Ron Matthews, Arvella Guidotti, Carol Mallard, Steve Jans, and Wes Royce

Bob called the meeting to order at 2:00 pm. The minutes from the previous meeting were read and approved as corrected.

Dredging – Peter gave an update on the Notice of Violation that was received from the IEPA. He stated that there were numerous violations listed and that he has been trying to contact them and plans on responding in writing on each issue. Major focus is how to handle the turbidity of the return water to the lake. Level set at 15mg/liter and it is not being met. We will now look at mixing in a flocculent to help with settling and install check dams in the ditch to catch what ever still goes out of the outlet structure. There is also the possibility that a floating boom in front of the discharge structure may be added to reduce the outflow even more. He will put these in his response and see if this will be acceptable for them. Once this is done, we should be allowed to resume dredging. Response will determine when dredging resumes.

1. Dredging Gingoteague Bay ----- March or April, 2005
2. Leveling & restoring 14th St access lot ---- April or May, 2005
3. Seeding retention area ----- March/April, 2005
4. Breaching of dikes ----- June or July, 2005
5. Ready land for sale ----- Dec., 2006

Ditch from St. Clair Dr. -- Work is completed, except for removing a fallen tree and some seeding. This work to be done next month if weather allows.

Stilling Basin -- Work is completed, except for a little leveling & seeding, next spring. We went over the proposal to hire LAHA to maintain the area around the stilling basin and to clean it out periodically. This was agreed to and Joe will arrange for some trash containers.

Shoreline Stabilization -- It was decided to wait 3 or 4 months to decide how to proceed, until the Watershed Plan is farther along and we have a better idea if we have a chance for another 319 Grant. Deadline for next application is August 1, 2005.

Water well – The legal paperwork was turned over to the LADD attorney for review and they are awaiting comments. The quote on the salvage value from the well drilling company is \$7,545. Bob will check with the attorney on the status of the agreement.

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

1. Level & seed 2 areas at the stilling basin & the lower lot at the ditch ---- Mar./Apr., 2005
2. Seed all the way up the ditch & remove fallen tree ----- March, 2005
3. Watershed Plan & required reports ----- June 1, 2005
4. Shoreline stabilization decisions on how to proceed ----- June, 2005

Next meeting—April 14, 2005 -- 3:30pm.

February 23, 2005

Dear City Council,

For the past three years the Pekin Girls AYBT (American Youth Basketball Tour) summer program have raised money thru tag days to help cover costs for our program. We are once again asking permission to have a tag day Friday April 1, and Saturday morning April 2, 2005 to help this organization raise funds for girl's basketball teams this summer. If those dates were unavailable then we would like Fri April 8, and Sat. April 9.

Thank You

Sincerely,

Donna Hurst
1408 4th St
Pekin, Il 61554
346-4978



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276, 217-782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601, 312-814-6026

217/782 - 0610

ROD R. BLAGOJEVICH, GOVERNOR

RENEE CIPRIANO, DIRECTOR

10/19/2004

CITY OF PEKIN

111 S CAPITOL ST

PEKIN, IL. 61554

received
2/16/05 - D/K

2/28/05
Consent Agency

Re: City Of Pekin - Municipal Separate Storm Sewer System
NPDES Permit No. ILR400423 County: Tazewell
Notice of Coverage Under General Permit

Dear NPDES Permittee:

We have received your Notice of Intent and have determined that storm water discharges from your municipal separate storm sewer system are appropriately covered by the attached NPDES general permit issued by the Agency.

The permit as issued covers Notice of Intent requirements, storm water management programs, and monitoring, recordkeeping and reporting requirements. Attached is an Annual Inspection Form that you must complete and submit to the Agency by the first day of June for each year that this permit is in effect.

Failure to meet any portion of the permit could result in civil and/or criminal penalties. The Agency is ready and willing to assist you in interpreting any of the conditions of the permit as they relate to your municipal separate storm sewer system.

Your municipal storm sewer system was automatically covered by this permit 30 days after your Notice of Intent application pursuant to the General Storm Water Permit for MS4's, Part I. Coverage Under This Permit, D. 3. The Agency realizes that you may have implemented part of your program, however, we have reviewed your application for any deficiencies and applicability of the general permit versus an individual permit. The final determination is that the general permit is applicable to your system.

This letter shows your permit number below your name. Please reference this number in all future correspondence. Should you have any questions concerning the permit, please contact the Permit Section at (217) 782 - 0610.

Very truly yours,

Alan Keller, P. E.
Manager, Permit Section
Division of Water Pollution Control

Enclosure

AK:MED:\MS4 Coverage Letter

cc: Records Unit

ROCKFORD - 4300 N. Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

General NPDES Permit No. ILR40

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand East
P.O. Box 19276
Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**General NPDES Permit
For
Discharges from Small Municipal Separate Storm Sewer Systems**

Expiration Date: February 29, 2008

Issue Date: December 20, 2002

Effective Date: March 1, 2003

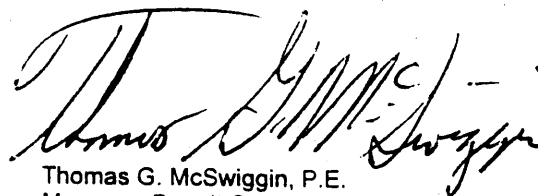
Discharges authorized by this General Permit: In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act, the following discharges may be authorized by this permit in accordance with the conditions herein:

Discharges of storm water from small municipal separate storm sewer systems, as defined and limited herein. Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage.

This general permit regulates only storm water discharges. Other discharges such as process wastewater or cooling water shall be regulated by other NPDES permits.

Receiving waters: Discharges may be authorized to any surface water of the State.

To receive authorization to discharge under this general permit, a facility operator must submit an application as described in the permit conditions to the Illinois Environmental Protection Agency. Authorization, if granted, will be by letter and include a copy of this permit.



Thomas G. McSwiggin, P.E.
Manager, Permit Section
Division of Water Pollution Control

CONTENTS OF THIS GENERAL PERMIT

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PART I. COVERAGE UNDER THIS PERMIT**A. Permit Area**

This permit covers all areas of the State of Illinois.

B. Eligibility

1. This permit authorizes discharges of storm water from small municipal separate storm sewer systems (MS4s) as defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32.
2. This permit authorizes the following non-storm water discharges provided they have been determined not to be substantial contributors of pollutants to a particular small MS4 applying for coverage under this permit:
 - water line and fire hydrant flushing,
 - landscape irrigation water,
 - rising ground waters,
 - ground water infiltration,
 - pumped ground water,
 - discharges from potable water sources,
 - foundation drains,
 - air conditioning condensate,
 - irrigation water, (except for wastewater irrigation),
 - springs,
 - water from crawl space pumps,
 - footing drains,
 - storm sewer cleaning water,
 - water from individual residential car washing,
 - routine external building washdown which does not use detergents,
 - flows from riparian habitats and wetlands,
 - dechlorinated pH neutral swimming pool discharges,
 - residual street wash water,
 - discharges or flows from fire fighting activities
 - dechlorinated water reservoir discharges, and
 - pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
3. Any municipality covered by this general permit is also granted automatic coverage under Permit No. ILR10 for the discharge of storm water associated with construction site activities for municipal construction projects disturbing one acre or more. The permittee shall comply with all the requirements of Permit ILR10 for all such construction projects.

C. Limitations on Coverage

The following discharges are not authorized by this permit:

1. Storm water discharges that are mixed with non-storm water or storm water associated with industrial activity unless such discharges are:
 - a. in compliance with a separate NPDES permit, or
 - b. identified by and in compliance with Part I.B.2 of this permit.

General NPDES Permit No. ILR40

2. Storm water discharges that the Agency determines are not appropriately covered by this general permit

D. Obtaining Authorization

In order for storm water discharges from small municipal separate storm sewer systems to be authorized to discharge under this general permit, a discharger must:

1. Submit a Notice of Intent (NOI) in accordance with the requirements of Part II using an NOI form provided by the Agency (or a photocopy thereof) or the appropriate U.S. EPA NOI form.
2. Where the operator changes, or where a new operator is added after the submittal of an NOI under Part II, a new NOI must be submitted in accordance with Part II within 30 days of the change.
3. Unless notified by the Agency to the contrary, dischargers who submit an NOI in accordance with the requirements of this permit are authorized to discharge storm water from small municipal separate storm sewer systems under the terms and conditions of this permit 30 days after the date that the NOI is received. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

PART II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for Notification

1. If you are an operator of a regulated small municipal separate storm sewer system designated under § 122.32(a)(1), you must apply for coverage under an NPDES permit, or apply for a modification of an existing NPDES permit by March 10, 2003
2. If you are an operator of a regulated small municipal separate storm sewer system designated under § 122.32(a)(2), you must apply for coverage under an NPDES permit, or apply for a modification of an existing NPDES permit within 180 days of notice, from the Agency or by a later date as specified by the Agency.
3. Submitting a late NOI. You are not prohibited from submitting an NOI after the dates provided in Part II.A.1 and II.A.2. If a late NOI is submitted, your authorization is only for discharges that occur after permit coverage is granted. The Agency reserves the right to take appropriate enforcement actions for any unpermitted discharges.

B. Contents of Notice of Intent

Dischargers seeking coverage under this permit shall submit either the Illinois MS4 NOI form or the U.S. EPA MS4 NOI form. The Notice(s) of Intent shall be signed in accordance with Standard Condition 11 of this permit and shall include the following information:

1. The street address, county, and the latitude and longitude of the municipal office for which the notification is submitted,
2. The name, address, and telephone number of the operator(s) filing the NOI for permit coverage;
3. The name of the receiving water(s); and
4. The following shall be provided as an attachment to the NOI:
 - a. the best management practices (BMPs) to be implemented and the measurable goals for each of the storm water minimum control measures in paragraph IV. B. of this permit designed to reduce the discharge of pollutants to the maximum extent practicable;
 - b. the month and year in which you will start and fully implement each of the minimum control measures or indicate the frequency of the action;
 - c. the person or persons responsible for implementing or coordinating your storm water management program; and
 - d. identification of a local qualifying program if any.

C. The required information shall be submitted to the following address:

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Permit Section
 Post Office Box 19276
 Springfield, Illinois 62794-9276

General NPDES Permit No. ILR40

D. Shared Responsibilities

You may partner with other MS4s to develop and implement your storm water management program. You may also jointly submit an NOI with one or more MS4s. Each MS4 must fill out the NOI form. The description of your storm water management program must clearly describe which permittees are responsible for implementing each of the control measures.

PART III. SPECIAL CONDITIONS

- A. Your discharges, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.
- B. If there is evidence indicating that the storm water discharges authorized by this permit cause, or have the reasonable potential to cause or contribute to a violation of water quality standard, you may be required to obtain an individual permit or an alternative general permit or the permit may be modified to include different limitations and/or requirements.
- C. If a total maximum daily load (TMDL) allocation or watershed management plan is approved for any waterbody into which you discharge, you must review your storm water management program to determine whether the TMDL or watershed management plan includes requirements for control of storm water discharges. If you are not meeting the TMDL allocations, you must modify your storm water management program to implement the TMDL or watershed management plan within eighteen months of notification by the Agency of the TMDL's approval. Where a TMDL or watershed management plan is approved, you must:
1. Determine whether the approved TMDL is for a pollutant likely to be found in storm water discharges from your MS4.
 2. Determine whether the TMDL includes a pollutant wasteload allocation (WLA) or other performance requirements specifically for storm water discharge from your MS4.
 3. Determine whether the TMDL addresses a flow regime likely to occur during periods of storm water discharge.
 4. After the determinations above have been made and if it is found that your MS4 must implement specific WLA provisions of the TMDL, assess whether the WLAs are being met through implementation of existing storm water control measures or if additional control measures are necessary.
 5. Document all control measures currently being implemented or planned to be implemented. Also include a schedule of implementation for all planned controls. Document the calculations or other evidence that shows that the WLA will be met.
 6. Describe and implement a monitoring program to determine whether the storm water controls are adequate to meet the WLA.
 7. If the evaluation shows that additional or modified controls are necessary, describe the type and schedule for the control additions/revisions. Continue Paragraphs 4 above through 7 until two continuous monitoring cycles show that the WLAs are being met or that WQ standards are being met.
- D. If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the Administrative Procedures Act and remain in force and effect. Any permittee who was granted permit coverage prior to the expiration date will automatically remain covered by the continued permit until the earlier of:
1. Reissuance or replacement of this permit, at which time you must comply with the Notice of Intent conditions of the new permit to maintain authorization to discharge; or
 2. Your submittal of a Notice of Termination; or
 3. Issuance of an individual permit for your discharges; or
 4. A formal permit decision by the Agency not to reissue this general permit at which time you must seek coverage under an alternative general permit or an individual permit.
- E. The Agency may require any person authorized to discharge by this permit to apply for and obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. The Agency may require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. The Agency may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit in a timely manner an individual NPDES permit application required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.

General NPDES Permit No. ILR40

- F. Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request, in accordance with the requirements of 40 CFR 122.28, to the Agency. The request will be granted by issuing an individual permit or an alternative general permit if the reasons cited by the owner or operator are adequate to support the request.
- G. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit, or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the issue date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.
- H. When an individual NPDES permit is denied to an owner or operator otherwise subject to this permit, or the owner or operator is denied coverage under an alternative NPDES general permit the applicability of this permit to the individual NPDES permitted is automatically terminated on the date of such denial, unless otherwise specified by the Agency.

PART IV. STORM WATER MANAGEMENT PROGRAMS**A. Requirements**

You must develop, implement, and enforce a storm water management program designed to reduce the discharge of pollutants from your small municipal separate storm sewer system to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act. Your storm water management program must include the minimum control measures described in section B of this Part. You must develop and implement your program by five years from your coverage date under this permit.

B. Minimum Control Measures

The 6 minimum control measures to be included in your storm water management program are:

1. Public education and outreach on storm water impacts

You must:

- a. implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff; and
- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

2. Public Involvement/Participation

You must:

- a. at a minimum, comply with State and local public notice requirements when implementing a public involvement/participation program; and
- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP, which must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

3. Illicit discharge detection and elimination

You must:

- a. develop, implement and enforce a program to detect and eliminate illicit discharges into your small MS4;
- b. develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters that receive discharges from those outfalls;
- c. to the extent allowable under state or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into your storm sewer system and implement appropriate enforcement procedures and actions;
- d. develop, implement, and adequately fund a plan to detect and address non-storm water discharges, including illegal dumping, to your system;
- e. inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste;

- f. address the categories of non-storm water discharges listed in Section I.B.2 only if you identify them as significant contributor of pollutants to your small MS4 (discharges or flows from the fire fighting activities are excluded from the effective prohibition against non-storm water and need only be addressed where they are identified as significant sources of pollutants to waters of the United States); and
- g. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

4. Construction site storm water runoff control

You must:

- a. develop, implement, and enforce a program to reduce pollutants in any storm water runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more or has been designated by the permitting authority.

Your program must include the development and implementation of, at a minimum:

- i. an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state or local law;
- ii. requirements for construction site operators to implement appropriate erosion and sediment control best management practices;
- iii. requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality;
- iv. require all regulated construction sites to have a storm water pollution prevention plan that meets the requirements of Part IV of NPDES permit No. ILR10 including management practices, controls, and other provisions at least as protective as the requirements contained in the Illinois Urban Manual, 2002;
- v. procedures for site plan review which incorporate consideration of potential water quality impacts and review of individual pre-construction site plans to ensure consistency with local sediment and erosion control requirements;
- vi. procedures for receipt and consideration of information submitted by the public; and
- vii. procedures for site inspections and enforcement of control measures.

- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

5. Post-construction storm water management in new development and redevelopment

You must:

- a. develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale or that have been designated to protect water quality, that discharge into your small MS4. Your program must ensure that controls are in place that would protect water quality and reduce the discharge of pollutants to the maximum extent practicable;
- b. develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for your community that will reduce the discharge of pollutants to the maximum extent practicable;
- c. use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under state or local law;
- d. require all regulated construction sites to have post-construction management that meets or exceeds the requirements of Section IV (D)(2)(b) of NPDES permit No. ILR10 including management practices, controls, and other provisions at least as protective as the requirements contained in the Illinois Urban Manual, 2002;
- e. ensure adequate long-term operation and maintenance of BMPs; and

General NPDES Permit No. ILR40

- f. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

6. Pollution prevention/good housekeeping for municipal operations

You must:

- a. develop and implement an operation and maintenance program that includes a training component and is designed to prevent and reduce the discharge of pollutants to the maximum extent practicable.
- b. using training materials that are available from EPA, the state of Illinois, or other organizations, your program must include employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, operation of storage yards, snow disposal, new construction and land disturbances, and storm water system maintenance procedures for proper disposal of street cleaning debris and catch basin material, address ways that flood management projects impact water quality, nonpoint source pollution control, and aquatic habitat; and
- c. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

C. Qualifying State, County, or Local Program

If an existing qualifying local program requires you to implement one or more of the minimum control measures of B. above, you may follow that qualifying program's requirements rather than the requirements of B. above. A qualifying local program is a local, county or state municipal storm water management program that imposes, at a minimum, the relevant requirements of Section B. Any qualifying local programs that you intend to follow shall be specified in your storm water management plan.

D. Sharing Responsibility

1. Implementation of one or more of the minimum measures may be shared with another entity, or the entity may fully take over the measure. You may rely on another entity only if:
 - a. The other entity, in fact, implements the control measure;
 - b. The particular control measure, or component of that measure is at least as stringent as the corresponding permit requirement.
 - c. The other entity agrees to implement the control measure on your behalf. Written acceptance of this obligation is expected. This obligation must be maintained as part of the description of your storm water management program. If the other entity agrees to report on the minimum measure, you must supply the other entity with the reporting requirements contained in Section V (C) of this permit. If the other entity fails to implement the control measure on your behalf, then you remain liable for any discharges due to that failure to implement.

E. Reviewing and Updating Storm Water Management Programs

1. Storm Water Management Program Review: You must do an annual review of your Storm Water Management Program in conjunction with preparation of the annual report required under Part V.(C).
2. Storm Water Management Program Update: You may change your Storm Water Management Program during the life of the permit in accordance with the following procedures:
 - a. Changes adding (but not subtracting or replacing) components, controls, or requirements to the Storm Water Management Program may be made at any time upon written notification to the Agency; and
 - b. Changes replacing an ineffective or unfeasible BMP specifically identified in the Storm Water Management Program with an alternate BMP may be requested at any time. Unless denied by the Agency, changes proposed in accordance with the criteria below shall be deemed approved and may be implemented 60 days from submittal of the request. If request is denied, the Agency will send you a written response giving a reason for the decision. Your modification requests must include the following:
 1. An analysis of why the BMP is ineffective or infeasible (including cost prohibitive);
 2. Expectations on the effectiveness of the replacement BMP; and
 3. An analysis of why the replacement BMP is expected to achieve the goals of the BMP to be replaced.
 - c. Change requests or notifications must be made in writing and signed in accordance with Standard Condition II of Attachment H.

3. Storm Water Management Program Updates Required by the Agency. The Agency may require changes to the Storm Water Management Program as needed to:
 - a. Address impacts on receiving water quality caused, or contributed to, by discharges from the municipal separate storm sewer system;
 - b. Include more stringent requirements necessary to comply with new federal statutory or regulatory requirements; or
 - c. Include such other conditions deemed necessary by the Agency to comply with the goals and requirements of the Clean Water Act.
 - d. Changes requested by the Agency must be made in writing, set forth the time schedule for you to develop the changes, and offer you the opportunity to propose alternative program changes to meet the objective of the requested modification. All changes required by the Permitting Authority will be made in accordance with 40 CFR 124.5, 40 CFR 122.62, or as appropriate 40 CFR 122.63.

PART V. MONITORING, RECORDKEEPING AND REPORTING

A. Monitoring

You must evaluate program compliance, the appropriateness of your identified best management practices, and progress towards achieving your identified measurable goals, which must include reducing the discharge of pollutants to the maximum extent practicable (MEP).

B. Recordkeeping

You must keep records required by this permit for at least 3 years. All records shall be kept onsite or locally available and shall be made accessible to the Agency for review at the time of an on-site inspection. You must submit your records to the Agency only when specifically asked to do so. You must make your records, including your notice of intent (NOI) and your storm water management plan, available to the public at reasonable times during regular business hours within 10 working days of its approval by the permitting authority. (You may assess a reasonable charge for copying. You may require a member of the public to provide advance notice, not to exceed seven working days.) Storm sewer maps may be withheld for security reasons.

C. Reporting

You must submit annual reports to the Agency by the first day of June for each year that this permit is in effect. The first report is due June 1, 2004. Each report shall cover the period from March of the previous year through March of the current year. Your report must include:

1. The status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures;
2. Results of information collected and analyzed, including monitoring data, if any, during the reporting period;
3. A summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule);
4. A change in any identified best management practices or measurable goals that apply to the program elements; and
5. Notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).
6. Municipal storm water inspection reports shall be submitted to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
Municipal Annual Inspection Report
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ANNUAL FACILITY INSPECTION REPORT
NPDES PERMIT FOR STORM WATER DISCHARGES
FROM MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)**

Website address: <http://www.epa.state.il.us/water/permits/storm-water/forms/annual-facility-inspection-ms4.pdf>

Complete each section of this report.

REPORT PERIOD:	FROM: MARCH, _____	TO: MARCH, _____
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MS4 OPERATOR INFORMATION: (As it appears on the current permit)

NAME:	TELEPHONE NUMBER:	
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT PERSON: (Person responsible for Annual Report)		

NAME(S) OF GOVERNMENTAL ENTITY(IES) IN WHICH MS4 IS LOCATED: (As it appears on the current permit)

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. CHANGES TO BEST MANAGEMENT PRACTICES (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

1. Public Education and Outreach	☐	4. Construction Site Runoff Control	☐
2. Public Participation/Involvement	☐	5. Post-Construction Runoff Control	☐
3. Illicit Discharge Detection & Elimination	☐	6. Pollution Prevention/Good Housekeeping	☐

B.
Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C.
Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D.
Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E.
Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F.
Attach a list of construction projects that your entity has paid for during the reporting period.

SIGNATURE:	DATE:
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Please submit inspection reports to:

Illinois Environmental Protection Agency, DWPC
Compliance Assurance Section
1021 North Grand Avenue East, POB 19276
Springfield, Illinois 62794-9276

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied.
This form has been approved by the Forms Management Center.



City of Pekin

CITY OF PEKIN POLICY NO. 10

City of Pekin Street Division Policy for Vehicle Maintenance

Policy

The City of Pekin shall require that City owned vehicles be inspected and maintained by the Vehicle Maintenance Department every 3000 miles or every three months. This policy does not apply to certain fire apparatus.

The Vehicle Maintenance Department shall be responsible for scheduling vehicle maintenance appointments for all City vehicles.

Purpose

This policy is adopted to assure condition of city vehicle.

Adopted this 28th day of February, 2005.

FINAL PLAT OF LAKE WHITEHURST CLIFFS SECTION THREE

A RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9 OF LAKE WHITEHURST CLIFFS SECTION ONE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

State of Illinois)
County of Tazewell SS

Declaration and dedication of Lake Whitehurst Cliffs Section Three to the City of Pekin, Tazewell County, Illinois

We, Lake Whitehurst Inc., do hereby certify that we are the Owners of the land shown on the accompanying plat, and do hereby certify that we have caused the survey and resubdivision thereof to be made as shown on the accompanying plat and to be known as Lake Whitehurst Cliffs Section Three in the City of Pekin, Tazewell County, Illinois, and acknowledge said survey to be correct to the best of our knowledge and belief, and we hereby dedicate the utility easements shown on said Plat to the public use forever. Easements as shown by dashed lines and marked utility easement on said Plat are hereby reserved for the use of public utility companies to install, lay, construct, operate, maintain, renew and/or remove underground water mains, gas pipelines, electric and telephone cables or conduits with necessary aboveground transformers and service pedestals, and with the further right to install and maintain overhead electric and telephone poles and wire-line installations with all necessary cross-arms, guywires, anchors and other appurtenances for the purpose of serving the subdivision and adjoining properties with water, sewer, gas, electric and telephone service, including the right to use the streets where necessary and to overhead or bury across lots service wires, pipes and/or cables to serve adjacent lots together with the right to enter upon the lots or off-lots to install, operate and maintain said utility facilities and to trim or remove any trees, shrubs or saplings that interfere or threaten to interfere with said utility facilities.

No permanent buildings or trees shall be placed on said easements, but some may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for public utility purposes.

This subdivision is located in Grade School District 108 and High School District 303.

Dated at Pekin, Illinois, this _____ day of _____, 2004.

State of Illinois)
County of Tazewell SS

I, _____, County Clerk of the aforesaid County, do hereby certify that I have this day examined the property shown on the attached Plat, and find no delinquent general taxes, unpaid current general taxes, nor delinquent special assessments against the tract of land shown on said Plat.

Given under my hand and seal of said County, this _____ day of _____, 2004.

County Clerk

Deputy Clerk

State of Illinois)
County of Tazewell SS

I hereby certify that by Resolution No. _____ adopted by the City Council of the City of Pekin, Tazewell County, Illinois, at its regular meeting held on the _____ day of _____, 2004, the above plat of Lake Whitehurst Section Three was approved.

City Clerk

State of Illinois)
County of Tazewell SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 2004.

Notary Public

State of Illinois)
County of Peoria SS

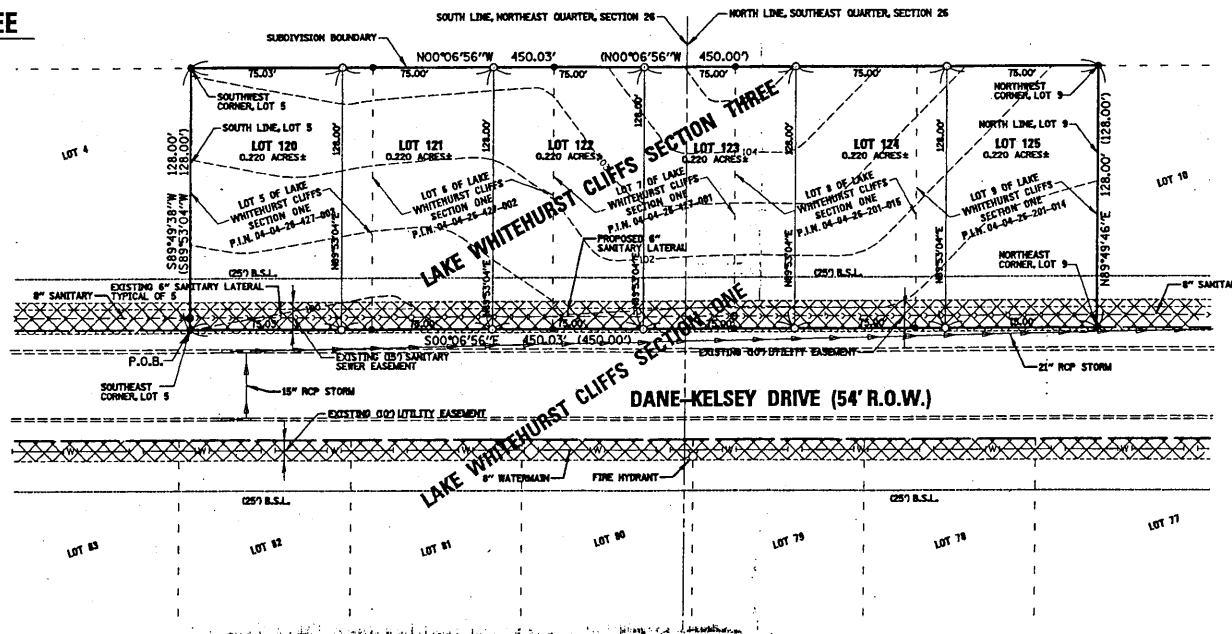
We, Christopher B. Burke Engineering, LTD., being professional engineers and land surveyors, do hereby certify that we have surveyed and resubdivided into lots to be known as Lake Whitehurst Cliffs Section Three, Lots 5, 6, 7, 8 and 9 of Lake Whitehurst Cliffs Section One, being a subdivision of part of the East half of Section 26, Township 25 North, Range 3 West of the Third Principal Meridian, in the City of Pekin, Tazewell County, Illinois, I further certify that the attached plat is a true and correct representation of said survey as drawn to a scale of one inch equals thirty feet (1"=30')

Dated this _____ day of _____, 2004.

By

Christopher B. Burke Engineering, LTD.
Daniel J. Evans
Illinois Professional Land Surveyor #3348

My License Expires _____



LEGAL DESCRIPTION

A RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9 OF LAKE WHITEHURST CLIFFS SECTION ONE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID LAKE WHITEHURST CLIFFS SECTION ONE, AS THE POINT OF BEGINNING OF THE SUBDIVISION TO BE DESCRIBED:

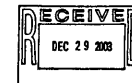
FROM THE POINT OF BEGINNING, THENCE SOUTH 89°49'38\"/>

NOTES:

1. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.
2. BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY.
3. FIELD WORK COMPLETED ON 12-18-2003.

LEGEND

- FOUND IRON ROD, PIPE, REBAR
- o SET 1/2\"/>
- BOUNDARY LINE OF SUBDIVISION
- EXISTING UTILITY EASEMENT
- BUILDING SETBACK LINE (B.S.L.)
- P.O.B. POINT OF BEGINNING
- P.I.N. PARCEL IDENTIFICATION NUMBER
- (450.00') RECORD DATA
- 450.03' MEASURED DATA



15 0 30 60
SCALE IN FEET



CHRISTOPHER B. BURKE ENGINEERING LTD.
202 NE Madison Street, Suite 101
Peoria, Illinois 61602
(309) 676-9000
Design Firm Registration # 184-001175

CLIENT

GENE WHITEHURST
6222 PLANK ROAD
PEORIA, ILLINOIS 61604

				DSGN.		
				DRWL	MAK	
				CHKD.	DJE	SDK
				SCALE:	1" = 30'	
NO.	DATE	NATURE OF REVISION	CHKD.	DATE:	DECEMBER 22, 2003	
FILE NAME	pr\83641\dsgr\83641-01.rpl					

TITLE:

**FINAL PLAT OF
LAKE WHITEHURST CLIFFS
SECTION THREE, PEKIN, ILLINOIS**

PROJECT NO.
03-641
SHEET 1 OF 1
DRAWING NO.
FP1

RESOLUTION No. 93 - 04/05

February 28, 2005
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Final Plat Lake Whitehurst Cliffs Section Three is hereby approved.

SIGNED BY _____

MAYOR.

RESOLUTION NO. 94- 04/05

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the Liquor Commission and for a term set opposite their names.

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

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

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

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

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

STAFF ADVISORY:
TIM GILLESPIE, POLICE CHIEF OR DESIGNEE
CHARLES LAUSS, FIRE CHIEF OR DESIGNEE
JOE WUELLNER, PUBLIC WORKS DIRECTOR OR DESIGNEE

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 28th day of February, 2005.

Mayor

ATTEST:

City Clerk

Pekin Zoning Board of Appeals
February 9, 2005

Present:

Curtis Eeten
Marilyn Kelso
Mary Lanane, Chairman
Dave Moerhring, Vice Chairman

Absent:

Ron Boehm
Bob Barra
Gary Sciortino

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Mary Lanane led the pledge of allegiance.

Chairman Mary Lanane called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

MOTION by Marilyn Kelso, seconded by Curtis Eeten to approve the agenda. On roll call vote, all present voted **AYE**. **MOTION APPROVED**

MOTION by Dave Moerhring, seconded by Curtis Eeten to approve the minutes from the January 12, 2005 meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: There was one response to the two letters sent in regards to Hearing #2.

Hearing #1:

Ron Garmon, #3 Rose Court, owner requesting a four-foot height variance for a garage.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-4 Use District.

Chairman Mary Lanane asked Ron Garmon if he had any questions or anything he would like to share with the committee.

Pekin Planning Commission Minutes
February 9, 2005

Present:

Michele Holder
Don Hild
Ralph Brower
Doug Payne
Bob Schroeder
Ron Knautz
Jim Bradshaw
Dick Jost

Absent:

Steve Huey

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Also present were members of the Leadership Academy.

Chairman Michele Holder led the Pledge of Allegiance.

Ron Sieh introduced Sue Ramirez who will be Steve Huey's replacement pending City Council appointment on February 14, 2005.

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

Chairman Michele Holder asked for approval of the agenda.

MOTION by Ron Knautz seconded by Bob Schroeder to approve the agenda as received. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

Chairman Michele Holder asked for approval of the minutes.

MOTION by Bob Schroeder, seconded by Ron Knautz to approve the minutes for the January 12, 2005 meeting as received. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

PPC Correspondence: A letter of resignation from Steve Huey was regretfully accepted. The resignation was approved by the City Council on January 24, 2005 at their regular meeting.

City Council Action Report: Pekin City Council approved the submitted recommendations for Hearing #1648 Hallmark House Nursing Center; 2501 Allentown Road; Rezone from RM-1 to RM-3 & Hearing #1649 Matthew and Ivey Grashoff; 1226 S 5th; Rezone from B-3 to R-4. The Pekin City Council disapproved the proposed amendment to Ordinance #2406-OA to limit small vendor stands throughout the City by placing the allowable use only in the zoning of AG.

Mr. Garmon was presented a picture of the garage with a tarp over the decreased height of the garage.

MOTION by Marilyn Kelso, seconded by Curtis Eeten to approve the four-foot height variance for a garage. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Hearing #2:

Clyde & Joyce Dagit, Double D's Ice Cream Factory at 1434 N 8th Street, owner requesting a ten foot side yard variance to construct a canopy over the drive thru.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, B-3 Use District.

Clyde Dagit was present for questions.

MOTION by Dave Moerhring, seconded by Marilyn Kelso to approve the ten-foot side yard variance to construct a canopy over the drive thru. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

MOTION by Marilyn Kelso, seconded by Dave Moerhring to adjourn the meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Applications and Hearings:

Application #1: Michael Goetz, Executive Director, Laborers' Home Development Corp.

Hearing #1: Rezoning of property with Tax I.D. #10-10-11-412-001,002,004 & 005 with the following description: Lots 5,6,8 & 9 in Gingoteague Section Four, a subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the 3rd P.M., Tazewell County, Illinois as shown on the plat of subdivision recorded in Plat Book "LL", page 201 from B-3 (General Business District) to OS-1 (Office Service District) or RM-3 (Multiple Family Residential District).

Open Public Hearing: 6:38PM

Michael Goetz was present to answer questions. Michael also gave a statement of purpose for this project. George Dingus from Springfield Developer Services Group gave the strategic plan of the Supportive Living Facility. Mike Jarabek, Architect, gave a visual presentation of the building plan and finished product through pictures.

Close Public Hearing: 6:55PM

MOTION by Ralph Brower, seconded by Doug Payne to recommend approval of Rezoning from B-3 to RM-3 to the Pekin City Council. On roll call vote, 6 present voted **AYE**. 1 present voted **NAYE**. 1 present **ABSTAINED**. **MOTION APPROVED**.

Ralph Brower requested that it be shown in the minutes that Bob Schroeder abstained from discussion and voting due to conflict of interest.

MOTION by Don Hild, seconded by Doug Payne to recommend approval of the Site Plan. On roll call vote, 7 present voted **AYE**. 1 present **ABSTAINED**. **MOTION APPROVED**.

Chairman Michele Holder recommended the petitioner attend the City Council meeting on February 28, 2005 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Applications and Hearings:

Application #2: Mike Holcomb, Proprietor

Hearing #2: Special Use of property with Tax I.D. #04-10-02-102-001 located at 1800 Court Street as a Used Car Lot.

Open Public Hearing: 7:12PM

Mike Holcomb and Chris Swingle, petitioners were present to answer questions.

Close Public Hearing: 7:15PM

MOTION by Dick Jost, seconded by Ron Knautz to recommend approval of the Special Use for a Used Car Lot to the City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

MOTION by Don Hild, seconded by Doug Payne to recommend approval of the Site Plan.

Chairman Michele Holder recommended the petitioner attend the City Council meeting on February 28, 2005 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Committee went into an Informal Business Meeting

MOTION by Jim Bradshaw, seconded by Bob Schroeder to adjourn the meeting.

Meeting adjourned at 8:00pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

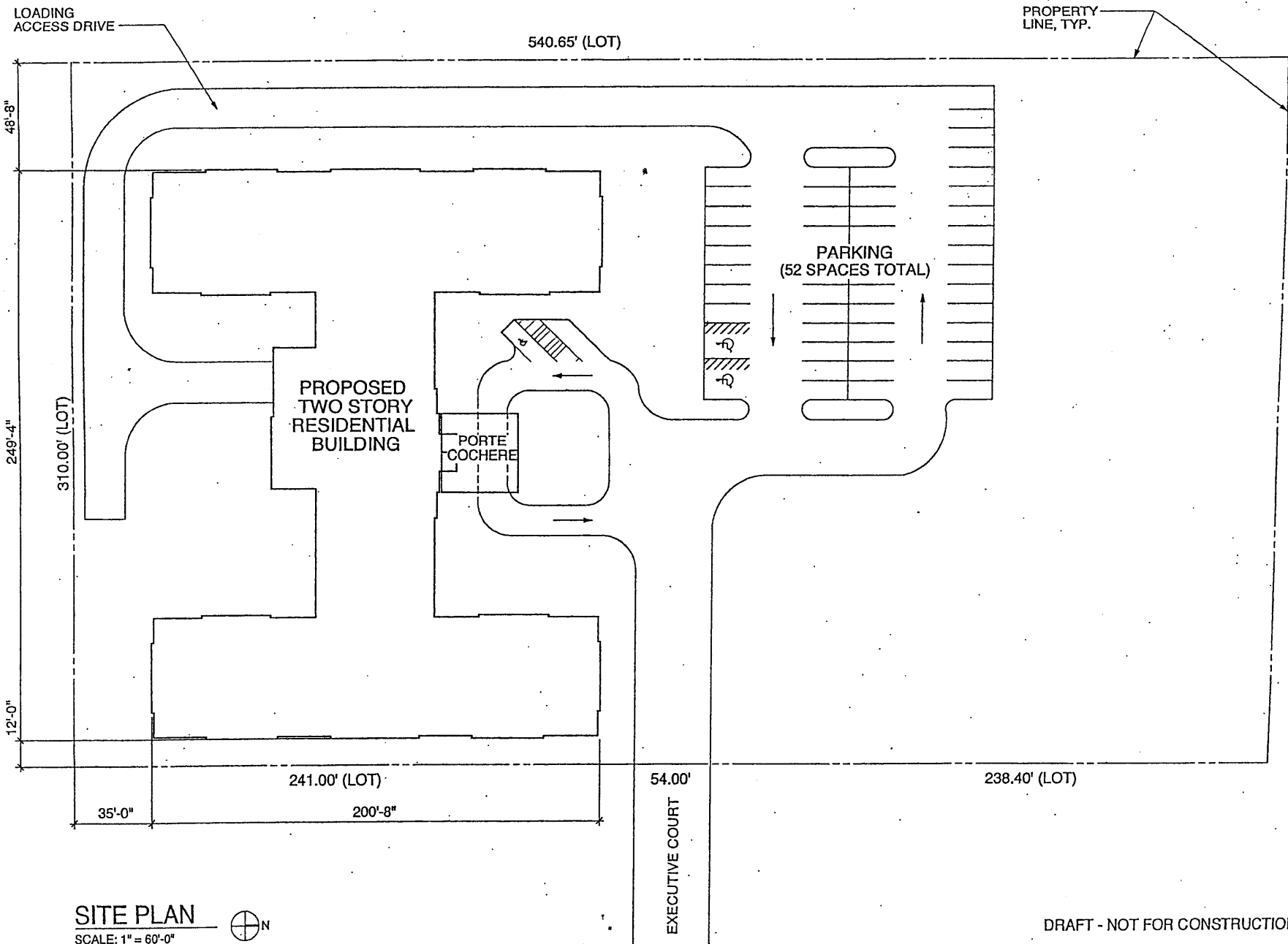
Pekin Planning Commission
February 9, 2005

HEARING #1650

The Pekin Planning Commission recommends the approval of Rezoning from B-3 (General Business District) to or RM-3 (Multiple Family Residential District) for Mike Goetz, Executive Director for Laborers' Home Development Corp. of property with Tax I.D. #10-10-11-412-001,002,004 & 005 with the following description: Lots 5,6,8 & 9 in Gingoteague Section Four, a Subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the 3rd P.M., Tazewell County, Illinois as shown on the plat of subdivision recorded in Plat Book "LL", page 201 to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman



Owner:

Laborers' Home Development Corp.
1 North Old Capital Plaza, Suite 525
Springfield, Illinois 62701

Pekin Supportive Living

Pekin, Illinois

December 2, 2004

Architect:

Worn Jerabek Architects, P.C.
401 W. Superior, #3F
Chicago, IL 60610

© COPYRIGHT WORN JERABEK ARCHITECTS, P.C.

Paul J. Cross
Office ANBC
1333 El Camino Drive
Pekin, IL 61554
Ph: 309/346-4890
Fax: 309/346-2821

To Whom It May Concern:

This is to certify that I own, free and clear, the property as described in the Option to Purchase Real Property conveyed to Laborers' Home Development, Inc.

Further, we own the surrounding property to the north and west, and we do not oppose the construction of building(s) for elder care or the appropriate zoning.

Signed this 17 day of Feb 2005


Paul J. Cross

Enclosure: Option to Purchase Real Property

cc: Charlotte VanDyke

Jm
File

OPTION TO PURCHASE REAL PROPERTY

Option given December ____, 2004, by PAUL J. CROSS and MARJA M. CROSS, ("Optionors"), Address: _____ to LABORERS' HOME DEVELOPMENT, INC. ("Optionee") Address: c/o Michael Goetz, 200 Labor Drive, South Jacksonville, IL 62650.

1. **Grant of Option.** Optionors, in consideration of One Thousand Dollars (\$1,000.00) to be paid by Optionee to Optionors no later than December ____, 2004, grant to Optionee, immediately upon the execution of this Option To Purchase Real Property, the exclusive right and option to purchase, on the herein described terms and conditions, that real property described as follows:

Lots 5, 6, 8 & 9 in GINGOTEAGUE SECTION FOUR, a subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 24 North, Range 5 west of the 3rd P.M., Tazewell County, Illinois, as shown on the plat of subdivision recorded in Plat Book "LL", page 201.

A part of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 24 North, Range 5 West of the 3rd P.M., being more particularly described as follows:

Commencing at the Northeast corner of Lot 1 of Gingoteague Section Two, being a subdivision of part of the Southwest 1/4 of the Southeast 1/4 of said Section 11, as the Point of beginning of the tract to be described; thence South 87°32'17" East along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 11, a distance of 526.92 feet to the Northwest corner of Lot 9 of Gingoteague Section Four, being a subdivision of part of the Southwest 1/4 of the Southeast 1/4 of Section 11; thence South 1°7'20" West along the West lines of Lots 9, 6 and 3 of said Gingoteague Section Four, a distance of 727.65 feet to a point on the North Right of Way line of El Camino Drive; thence North 88°52'40" West along the North Right of Way line of El Camino Drive, a distance of 526.78 feet to the Southeast corner of Lot 1 of said Gingoteague Section Two; thence North 1°7'31" East along the East line of said Lot 1, a distance of 739.96 feet to the Point of Beginning, containing 8.87 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

2. **Option Period.** This option shall continue in effect from the date of the execution of this document through and including December ____, 2005 ("Option Term") and may be exercised at any time on or before its expiration. This Option may be renewed for an additional one (1) year from December ____, 2005 to December ____, 2006, by election of, and notice thereof by, the Optionee along with an additional payment of One Thousand Dollars (\$1,000.00) to Optionors, payable on or before the expiration of the first Option Term.

3. **Purchase Price.** The full purchase price for the property is One Hundred Eighty-five Thousand Dollars (\$185,000.00) to be paid in full at closing. Except as herein set forth, the purchase

of the property shall be "as is."

4. **Application of Option Consideration.** All sums paid toward this Option or renewal thereof shall be credited against the purchase price and shall be non-refundable, except that Optionee shall be entitled to all sums previously paid and any other remedies at law in the event that Optionors are unable to provide merchantable title.

5. **Exercise of Option.** Written notice of the exercise of the option given to Optionors, on or before the expiration of the Option Period, in any form, signed by Optionee, sent by registered or certified U.S. Mail, with "Return Receipt Requested", or telegram, or personally delivered by reputable courier to the address above and addressed to either Optionor. Notice shall be deemed given upon delivery of said written Notice to an Optionor at the address above. Upon exercise of the option, Optionors shall sell and Optionee shall purchase the property on the terms hereof (or terms hereafter agreed upon). Optionors may not refuse delivery of the Notice during the Option Period. Closing shall take place within 60 days after exercise of the Option.

6. **Optionee's right to enter.** On execution hereof, Optionee shall have the right through the Option Period (and until closing, if Option is exercised) to enter on the land and carry out such preliminary research as necessary including conducting survey work. Optionee hereby indemnifies, holds harmless and defends Optionors from and against any claims, liabilities, losses, damages and expenses arising from or relating to Optionee's acts of entry on the property. Such indemnity and hold harmless shall survive the termination of the option and/or this agreement.

7. **Proof of Title.** Optionors shall, at its expense, within ten (10) days after the exercise by Optionee of this Option, furnish Optionee at Optionors' expense with a preliminary title commitment for the property for a standard coverage owner's policy of title insurance, written by a title insurer ("Title Company") selected by Optionors and reasonably acceptable to Optionee, insuring merchantable title to the property subject only to standard exceptions. Title to the property shall be conveyed by warranty deed free and clear of all monetary encumbrances (except all property taxes and assessments which shall be prorated at closing) upon payment of the purchase price in full.

The real property taxes on the property shall be prorated between the parties to the date of delivery of the deed; if such taxes are not ascertainable at the time of delivery of the deed, the amount of the prior year's taxes shall then be used as a basis of proration.

8. **Closing.** The closing of this transaction shall be held in Pekin, Illinois, at a place mutually agreeable to the parties.

9. **Failure to Exercise Option.** If Optionee does not timely exercise this option in accordance with its terms and within the Option Period, this option and the rights of Optionee shall automatically and immediately terminate without notice.

10. **Time of Essence.** Time is strictly of the essence of this option.

11. Binding Effect, etc.

a. This option shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, or assigns. Optionee may assign its interest in this option, but shall notify Optionors of such assignment. Upon any assignment, Optionee shall not be released from its obligations hereunder.

b. This Option embodies the entire agreement between the parties relative to the subject matter hereof.

c. This Option may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and same instrument.

d. The provisions of this Option may not be amended or altered except by written instrument duly executed by each of the parties hereto.

e. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and to carry out the terms hereof.

12. Governing Laws. This option shall be construed and governed by the laws of Illinois.

13. Time Limit. This Option to Purchase is null and void if not executed by Optionors and Optionee on or before 5 p.m., CDT, _____, 2004.

14. Title. The parties hereto agree that this Option or a memo thereof shall be recorded.

Executed in quadruplicate on December ____, 2004.

LABORERS' HOME DEVELOPMENT, INC.,

Optionee,

By: _____



PAUL J. CROSS,

Optionor



MARIA M. CROSS,

Optionor,

Pekin Planning Commission
February 9, 2005

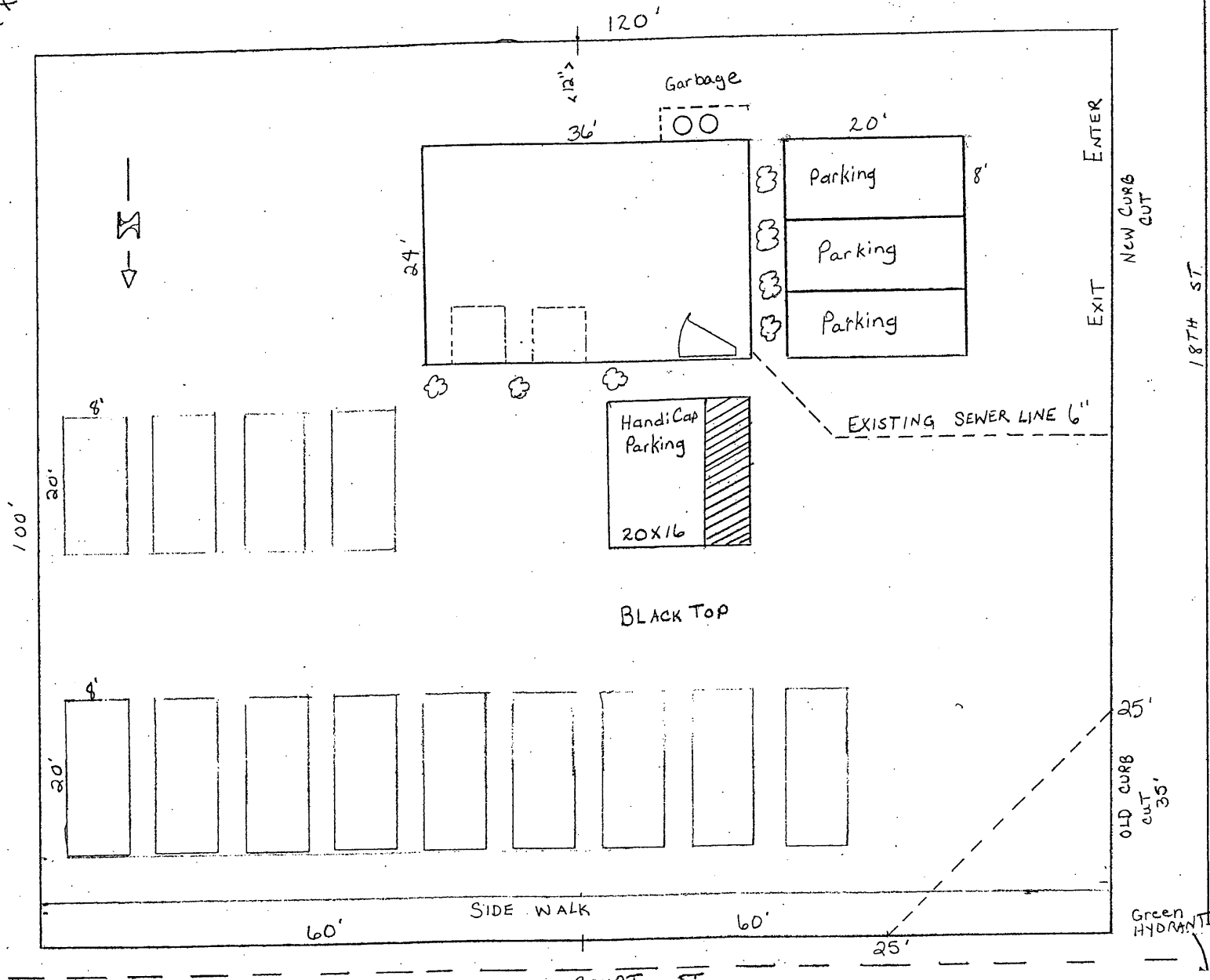
HEARING #1651

The Pekin Planning Commission recommends the approval of the Special Use for Mike Holcomb, Proprietor of property with Tax I.D. #04-10-02-102-001 located at 1800 Court Street as a Used Car Lot to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

3/32 x 1



1800 COURT STREET
Legal: Schrecks 1ST ADDN
LOTS 8 & 9 NW 1/4

ZONED B3
Set BACKS 10'
NO EASEMENTS

STORM SEWER
CORNER OF CENTER & 18TH

Hydrant Across Court's
Green TOP

CHRIS SWINGLE
231-9555
MIKE HOLCOMB
267-5428

Pekin Planning Commission
February 9, 2005

HEARING #1652

The Pekin Planning Commission recommends the approval of the Site Plan for Mike Holcomb, Proprietor of property with Tax I.D. #04-10-02-102-001 located at 1800 Court Street as a Used Car Lot to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

ORDINANCE NO. 1568-151

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

WHEREAS, PAUL J. CROSS AND MARIA M. CROSS, are the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of B-3 (General Business District) to RM-3 (Multiple Family Residential District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on January 26, 2005, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on February 9, 2005, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as RM-3 (Multiple Family Residential District):

Lots 5, 6, 8 and 9 in Gingoteague Section Four, a subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on plat recorded in the Office of the Recorder of Deeds of Tazewell County, in Plat Book "LL", page 201, situated in Tazewell County, Illinois
PIN 10-10-11-412-001; 10-10-11-412-002; 10-10-11-412-004; and 10-10-11-412-005

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

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

AYES:

NAYS:

ABSENT:

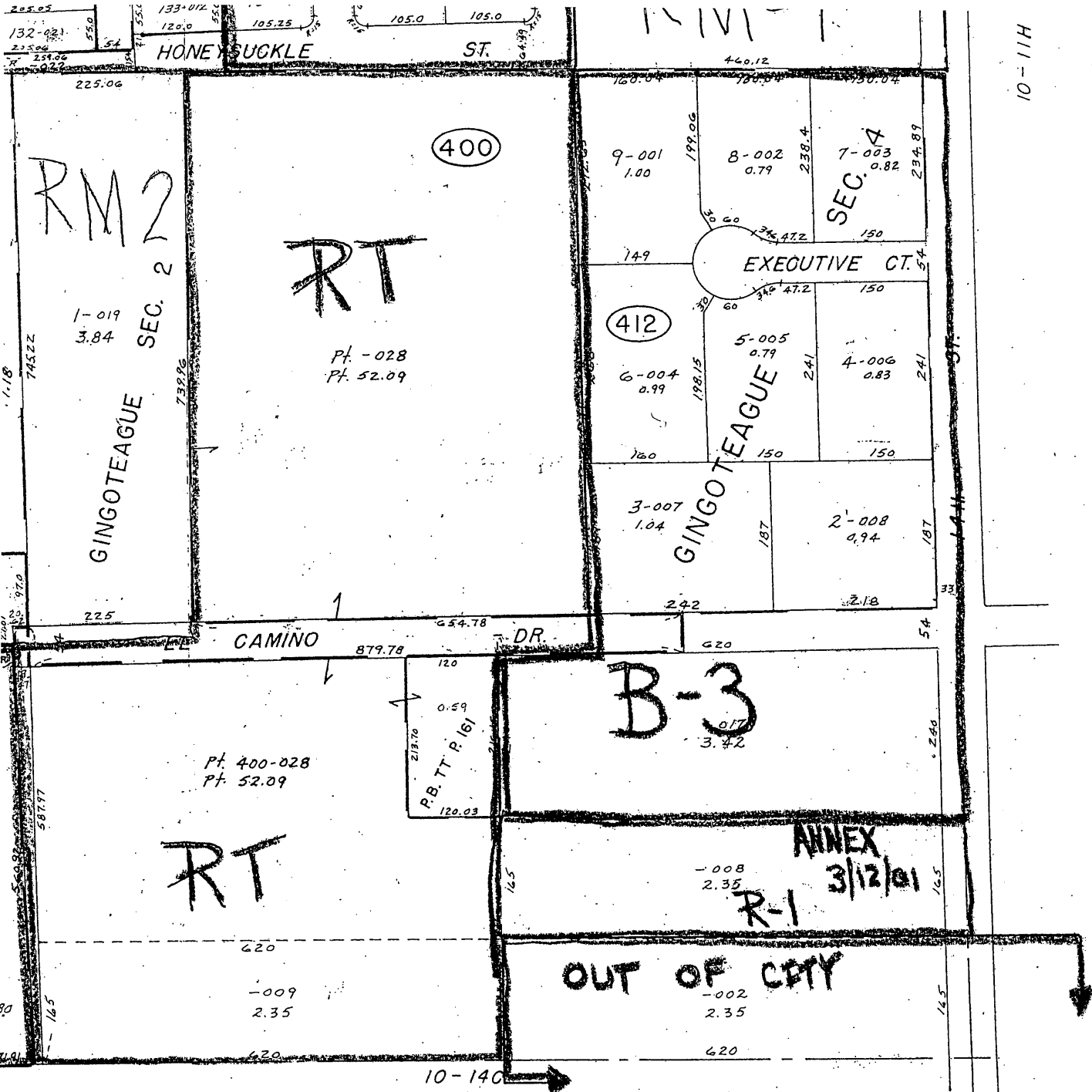
ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK



10-11H

CINCINNATI TWP.

W. 1/2 S.E. 1/4 SEC. 11 T.24N. R.5W.

10-10-11-412-001
002
004
005

Memo

To: Commissioners
From: Joseph W. Wuellner, Public Works Director
CC: Denny Kief, Sue McMillan, Chuck Lauss, & Ron Sieh
Date: February 18, 2005
Re: Dragon's Dome – Extension of Variance for Fire Protection

Gentlemen:

Back 6 months ago, you granted a size variance to the Dragon's Dome and allowed to them open early with the condition that they install a fire protection system by March 1, 2005. That time is quickly approaching and they have been unable to comply with the condition. This is partly due to weather conditions that have delayed the completion of the water line upgrades which in turn they claim has delayed the final design of the system. They are therefore requesting an extension until May 1, 2005 (see attached letter).

While we agree that there have been delays with the completion of the water line upgrades in this area by Illinois-American, it is our understanding that they have had the information they needed to design the fire protection system for some time now. Rather than get into this, I would recommend that you grant the extension with the following conditions:

1. There will be no further extensions granted.
2. If an activity is scheduled in this time period that exceeds or could exceed the allowed capacity of 300 people in the dome or is something other than a sporting event, they will be required to hire the Fire Department to stand fire watch.
3. With the understanding that if the system is not installed and operational by this date, the dome will be closed until it is.

This may seem harsh, but this has gone on too long already.

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

Thanks, Joe

Dragon's Dome



Where We Play Everyday!

February 1, 2005

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

Dear Mayor Howard:

Please accept this letter as a petition to request a extension on the existing "Temporary" Occupancy Permit issued to the Dragon's Dome on January 5 2005.

The fire suppression system has not been installed to date. It is imperative that we know the exact pressure levels of the Illinois American Water supply before we purchase the equipment. To date Illinois American Water has not gotten the pressure to full capacity. They now expect this to be completed by mid February, as opposed to December as was originally projected. The water pressure capacity determines the entire configuration of the system we purchase. According to our supplier the system required to meet specifications it too large to be installed in the existing structure. A separate facility would have to be constructed to house the fire suppression system. It is imperative that we wait until the pressure can be measured to the exact point, making it impossible to have installation completed by March 1, 2005.

An extension allowing us occupancy until May 1, 2005 should be sufficient to allow us to comply with the conditions set forth by the City of Pekin.

Mayor, as always, we appreciate your and the Council's support of our facility.

Robert J. Adams
President

Dragon's Dome Inc. 3401 Griffin Avenue Pekin, Il 61554

RESOLUTION NO. 95-04/05

**RESOLUTION RESPECTING
CODE EXCEPTIONS FOR DRAGON'S DOME**

WHEREAS, the Mayor and the City Council of the City of Pekin, Tazewell County, Illinois, agreed by Resolution No. 75-04/05 on August 30, 2004 to grant exceptions to the applicable Code requirements, with respect to height and total area for the Dragon's Dome project; the exceptions permitted 75,900 square feet and a structure 70 feet in height, and.

WHEREAS, the exceptions were conditioned upon the developer agreeing to install the necessary fire protection equipment within six months of their permit application date; and

WHEREAS, Public Works Director Joe Wuellner was directed to prepare in conjunction with legal, an applicable ordinance effectuating the agreement to grant exceptions to the applicable Code requirements; and

WHEREAS, Ordinance No. 2390 adopted by Council on October 25, 2004 amended the Building Code as an exception to Sections 3102.4 and 3102.5; and

WHEREAS, Dragon's Dome Inc. has not met the conditions for fire suppression system within six (6) months of permit date set forth by the City Council and has requested an extension of the existing "Temporary" Occupancy Permit issued January 5, 2005.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council of the City of Pekin, Tazewell County, Illinois hereby agree to grant an extension for "Temporary" occupancy until May 1, 2005.

The exceptions are conditioned upon the developer agreeing to install the necessary fire protection equipment by May 1, 2005. City Engineer, Joe Wuellner is directed to prepare in conjunction with legal, an applicable ordinance effectuating the agreement to grant exceptions to the applicable Code requirements.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect upon its passage and approval.

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

AYES:

NAYS:

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 ____ day of _____, 2005; and upon roll call the vote was as follows:

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.

CERTIFIED MAIL



Illinois Department of Transportation

Division of Highways / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

February 16, 2005

PROJECT SUPPORT
LETTER OF UNDERSTANDING
Various Routes
Section D4 Signal work 2005-2
Peoria/Tazewell County
Contract No. 68487
Catalog No. 033070-00D
Letter No. LU-405-005

Installation of Signal Controllers, Radio
Interconnect Equipment & Modernizing
Remote Communication Equipment

received
2/17/05-DK

*cc: Sue M. (2/28/05) [unclear]
Joe W.*

Mr. Dennis Kief
City Manager
City of Pekin
111 South Capitol St.
Pekin, IL 61554

Dear Mr. Kief:

The Illinois Department of Transportation is proposing to modernize traffic signals at intersections in East Peoria, Pekin, and Washington by installing new traffic signal controllers in existing cabinets, modernizing remote communication equipment, installing radio interconnect equipment in existing Econolite closed-loop traffic signal systems and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications. This improvement will impact the facilities under your agency's jurisdiction. Local property owners will be provided access at all times.

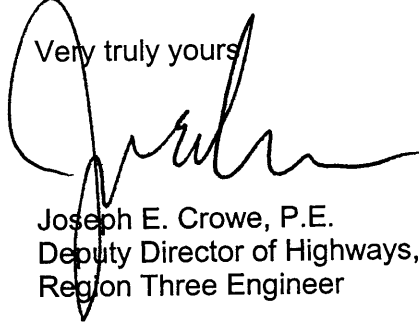
Upon completion of the improvement, the State and the City of Pekin will continue their respective maintenance and electrical energy responsibilities for the traffic signals as outlined in the Master Agreement executed on July 13, 2001.

I have included two (2) copies of this letter, both with my original signature. Each copy contained a space for the Mayor's signature. Additionally, I have included a set of plans for your review and approval. If you concur with the conditions set forth in this Letter of Understanding, I ask that you have both copies signed, along with the plan approval, and return one copy to me by March 18, 2005. Upon receipt of these copies, we will assume the City of Pekin agrees to all terms stated herein.

Mr. Dennis Kief
RE: Letter of Understanding (LU-405-005)
February 16, 2005
Page 2

This project is tentatively scheduled for the April 29, 2005 letting. If you have any questions/comments regarding this Letter of Understanding, please contact our Agreements Unit at (309) 671-3496.

Very truly yours



Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

RH:kme\s:\mgr1\winword\progdev\agreements\letters\lu405004-006.doc

Enclosure(s)

cc: District Bureau of Operations (Attn: Eric Howald)
Agreements

Examined and accepted on behalf
of the City of Pekin

Mayor

Date: _____

Various Routes
State Section D4 Signal work 2005-2
Peoria/Tazewell County
Installation of Signal Controllers, Radio Interconnect
Equipment, & Modernizing Remote Communication Equipment
Agreement No. LU-405-005
Contract No. 68487
Catalog No. 033070-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the City of Pekin's maintenance obligations.

Mayor

Date

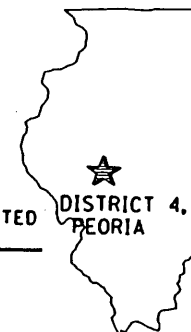
INDEX OF SHEETS

1. COVER SHEET
2. COMMITMENTS AND NOTES
3. SUMMARY OF QUANTITIES
4. SCHEDULE OF QUANTITIES
5. RADIO INTERCONNECT DETAILS (IL 29 (SECOND ST.)
6. RADIO INTERCONNECT ANTENNA MOUNTING DETAILS

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

VARIOUS ROUTES SECTION D4 SIGNAL WORK 2005-2 PEORIA-TAZEWELL COUNTIES C-94-080-05

SHEET 1 OF 6
D-94-069-05



1 INTERSECTION LOCATED
WITHIN TAZEWELL COUNTY

US 24 (BOYD PKWY) & CH 10 (N. MAIN)

2 INTERSECTIONS LOCATED
WITHIN THE CITY OF EAST PEORIA

IL 8 (E. WASHINGTON) & VETERANS
IL 8 (E. WASHINGTON) & MEADOWS

3 INTERSECTIONS LOCATED
WITHIN PEORIA COUNTY

FARMINGTON & MAXWELL
IL 6 & IL 29
IL 29 & CEDAR HILLS

1 INTERSECTION LOCATED
WITHIN THE CITY OF WASHINGTON

BUS 24 (PEORIA) & WILMOR

2 INTERSECTIONS LOCATED
WITHIN THE CITY OF MORTON

US 150 (JACKSON) & MORTON
IL 98 (BIRCHWOOD) & I-474 RAMPS A & B

5 INTERSECTIONS LOCATED
WITHIN THE CITY OF PEKIN

IL 9 (COURT) & ALLENTOWN
IL 9 (COURT) & BARNEY
IL 29 (SECOND) & DERBY
IL 29 (SECOND) & KOCH
IL 29 & MANITO BLACKTOP

STANDARDS

701101
701106
701701
702001

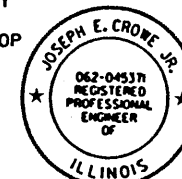
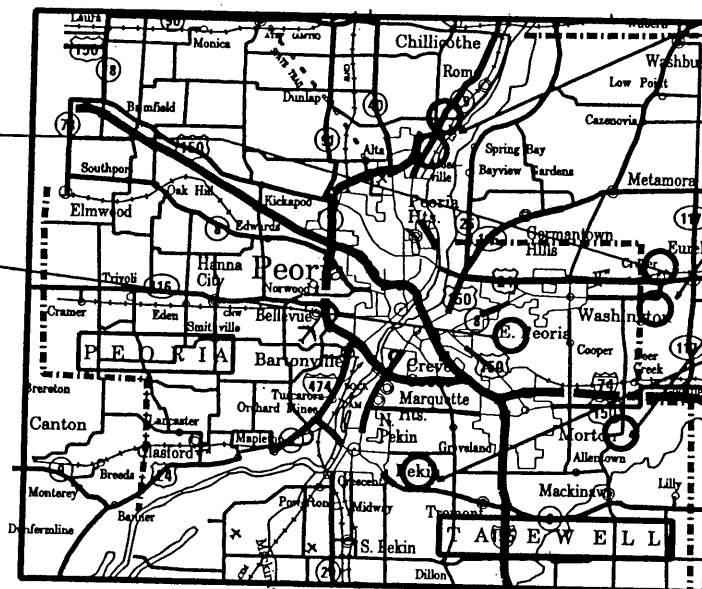
LOCATION OF IMPROVEMENT

TWO INTERSECTIONS LOCATED ALONG IL 8 IN THE CITY OF EAST PEORIA, TWO INTERSECTIONS LOCATED ALONG US 150 & IL 98 IN THE CITY OF MORTON, ONE INTERSECTION LOCATED ALONG US BUS 24 IN THE CITY OF WASHINGTON, TWO INTERSECTIONS LOCATED ALONG IL 6 & IL 29 IN PEORIA COUNTY, FIVE INTERSECTIONS LOCATED ALONG IL 9 & IL 98 IN THE CITY OF PEKIN, AND ONE INTERSECTION LOCATED ALONG US 24 IN TAZEWELL COUNTY.

DESCRIPTION OF WORK

THIS PROJECT CONSISTS OF INSTALLING NEW TRAFFIC SIGNAL CONTROLLERS IN EXISTING CABINETS, MODERNIZING REMOTE COMMUNICATION EQUIPMENT, AND INSTALLING RADIO INTERCONNECT EQUIPMENT IN EXISTING CLOSED LOOP TRAFFIC SIGNAL SYSTEMS, AND ALL OTHER WORK REQUIRED TO COMPLETE THE IMPROVEMENTS.

CONTRACT NO. 68487
CATALOG NO. 033070-00D



EXPIRES: 11/30/2005

J.U.L.I.E.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SUBMITTED 2-9-2005

Joseph E. Crowe Jr.
DISTRICT ENGINEER

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

ROUTE		SECTION	COUNTY	SHEET	
MKD.	DESIG.	D4 SIGNAL WORK 2005-2	PEORIA TAZEWELL	TOTAL	NO.
VARIOUS	VARIOUS			6	2

COMMITMENTS

NO COMMITMENTS WERE MADE IN CONJUNCTION WITH THIS PROJECT.

CONSTRUCTION NOTES

THE LOCATION OF ALL UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR BEFORE THE INSTALLATION OF ANY TRAFFIC SIGNAL COMPONENTS.

THE EXISTING TRAFFIC SIGNALS SHALL REMAIN IN OPERATION DURING THE INSTALLATION OF THE PROPOSED TRAFFIC SIGNAL COMPONENTS.

ANY MAINTENANCE OF EXISTING TRAFFIC SIGNALS SHALL BE CONSIDERED EXTRA WORK IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.

THE LOCATION OF ALL UTILITIES AND PRIVATELY OWNED FACILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE INSTALLATION OF ANY COMPONENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING AND PROPOSED STATE AND CITY OWNED TRAFFIC SIGNAL AND LIGHTING FACILITIES.

THE CONTRACTOR SHALL FURNISH A WARRANTY CERTIFICATE FOR ALL INSTALLED EQUIPMENT THAT INCLUDES THE EQUIPMENT DESCRIPTION , SERIAL NUMBERS, EFFECTIVE DATES DATES, AND THE WARRANTY DETAILS FOR EACH WARRANTY ITEM.

ALL COSTS FOR LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INTEGRATE THE PROPOSED RADIO INTERCONNECT SYSTEM INTO THE EXISTING CONTROLLER CABINETS SHALL BE INCLUDED IN THE BID PRICE FOR THE RADIO INTERCONNECT PAY ITEMS. THERE WILL BE NO ADDITIONAL COMPENSATION FOR THIS WORK

COMMITMENTS AND NOTES

ROUTE		SECTION	COUNTY	SHEET	
MKD.	DESIG.	D4 SIGNAL WORK 2005-2	PEORIA TAZEWELL	TOTAL	NO.
VARIOUS	VARIOUS			6	3

SUMMARY OF QUANTITIES				PEORIA COUNTY		TAZEWELL COUNTY	
				CONST. TYPE CODE Y031-1F 100% STATE 0% CITY RURAL	CONST. TYPE CODE Y031-1F 100% STATE 0% CITY URBAN	CONST. TYPE CODE Y031-1F 100% STATE 0% CITY RURAL	
CODE NUMBER	ITEM DESCRIPTION	UNIT	TOTAL QTY				
67100100	MOBILIZATION	L SUM	1	0.2	0.7	0.1	
70102635	TRAFFIC CONTROL & PROTECTION STANDARD 701701	L SUM	1	0.2	0.7	0.1	
85700505	FULL-ACTUATED CONTROLLER IN EXISTING CABINET, SPECIAL	EACH	13	3	9	1	
85706000	INTERSECTION MONITOR UNIT	EACH	6	2	3	1	
85900200	TRANSCEIVER (SPECIAL)	EACH	5		5		
X0323712	RADIO INTERCONNECT SYSTEM, MASTER	EACH	1		1		
X0323713	RADIO INTERCONNECT SYSTEM, LOCAL	EACH	1		1		

SUMMARY OF QUANTITIES

ROUTE		SECTION	COUNTY	SHEET	
MKD.	DESIG.	D4 SIGNAL WORK 2005-2	PEORIA TAZEWELL	TOTAL	NO.
VARIOUS	VARIOUS			6	4

CITY	MAIN ROUTE	MAIN STREET	CROSS ROUTE	CROSS STREET	FULL-ACTUATED CONTROLLER IN EX. CABINET	TELEMETRY MODULE (FSK)	INTERSECTION MONITOR UNIT	RADIO INTER. LOCAL	RADIO INTER. MASTER
EAST PEORIA	IL 8	E. WASHINGTON		VETERANS	1	1			
EAST PEORIA	IL 8	E. WASHINGTON		MEADOWS	1	1			
MORTON	US 150	JACKSON	UNMARKED	MORTON	1		1		
MORTON	IL 98	BIRCHWOOD	I-474	RAMPS A & B	1	1			
PEKIN	IL 9	COURT		ALLENTOWN	1	1			
PEKIN	IL 9	COURT		BARNEY	1	1			
PEKIN	IL 29	SECOND		DERBY	1			1	
PEKIN	IL 29	SECOND		KOCH					1
PEKIN	IL 29			MANITO BLKTP	1		1		
PEORIA CTY	UNMARKED	FARMINGTON		MAXWELL	1				
PEORIA CTY	IL 6		IL 29		1		1		
PEORIA CTY	IL 29			CEDAR HILLS	1		1		
WASHINGTON	BUS 24	PEORIA		WILMOR	1		1		
TAZEWELL CTY	US 24	BOYD		CH 10 (N. MAIN)	1		1		

SCHEDULE OF QUANTITIES

ROUTE		SECTION	COUNTY	SHEET	
MKD.	DESIG.			TOTAL	NO.
VARIOUS	VARIOUS	D4 SIGNAL WORK 2005-2	PEORIA TAZEWELL	6	5

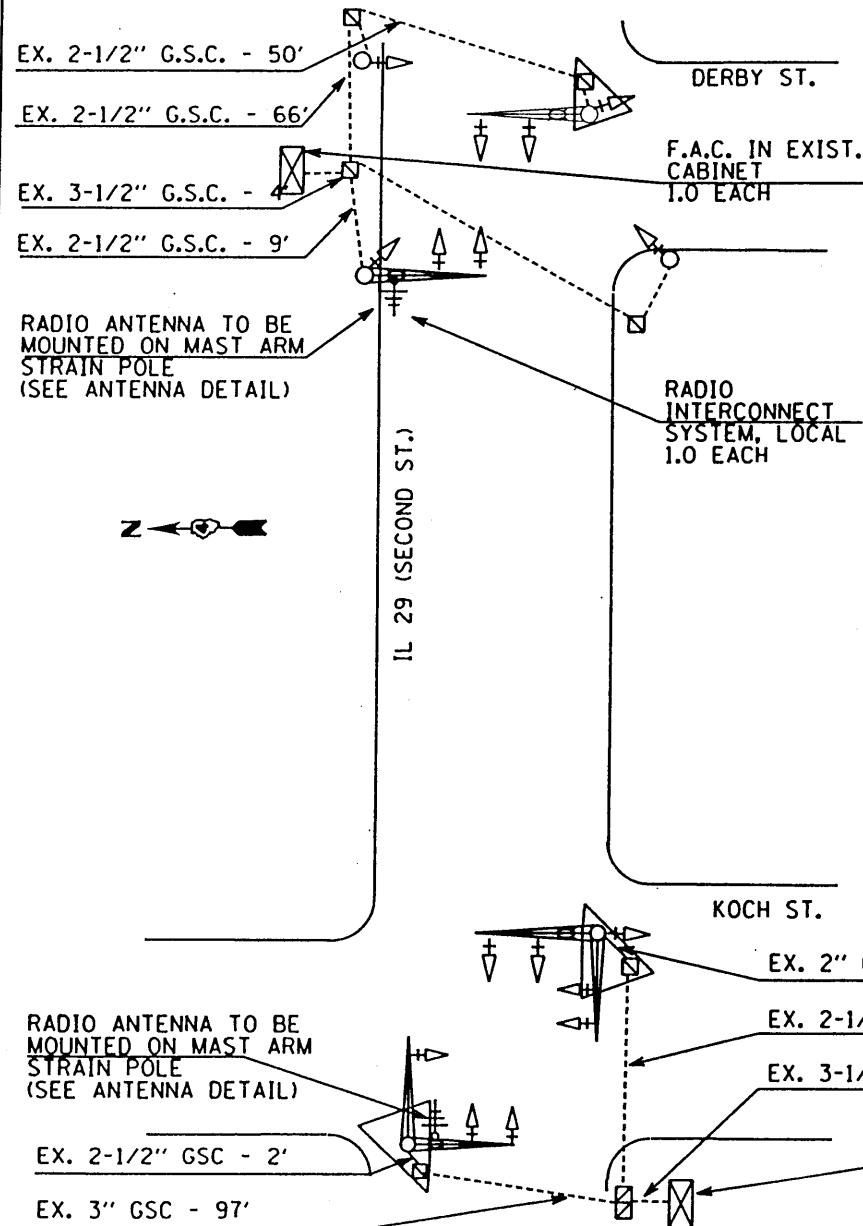
TRAFFIC SIGNAL LEGEND

	EXISTING CONTROLLER (SIGNAL)
	EXISTING CONCRETE DBL HANDHOLE
	EXISTING HANDHOLE
	EXISTING TRAFFIC SIGNAL HEAD
	EXISTING PEDESTRIAN SIGNAL HEAD
	EXISTING COMB. STEEL MAST ARM
	EXISTING LUMINAIRE
	EXISTING TRAFFIC SIGNAL POST
	EXISTING CONDUIT
	PROPOSED RADIO INTERCONNECT ANTENNA

SCHEDULE OF QUANTITIES

ITEM DESCRIPTION	UNIT	QUANTITY
FULL-ACT. CONT IN EX. CABINET, SPECIAL	EACH	1.0
RADIO INTERCONNECT COMPLETE, MASTER	EACH	1.0
RADIO INTERCONNECT SYSTEM COMPLETE, LOCAL	EACH	1.0

RADIO INTERCONNECT
DETAILS
IL 29 (SECOND ST.)
PEKIN

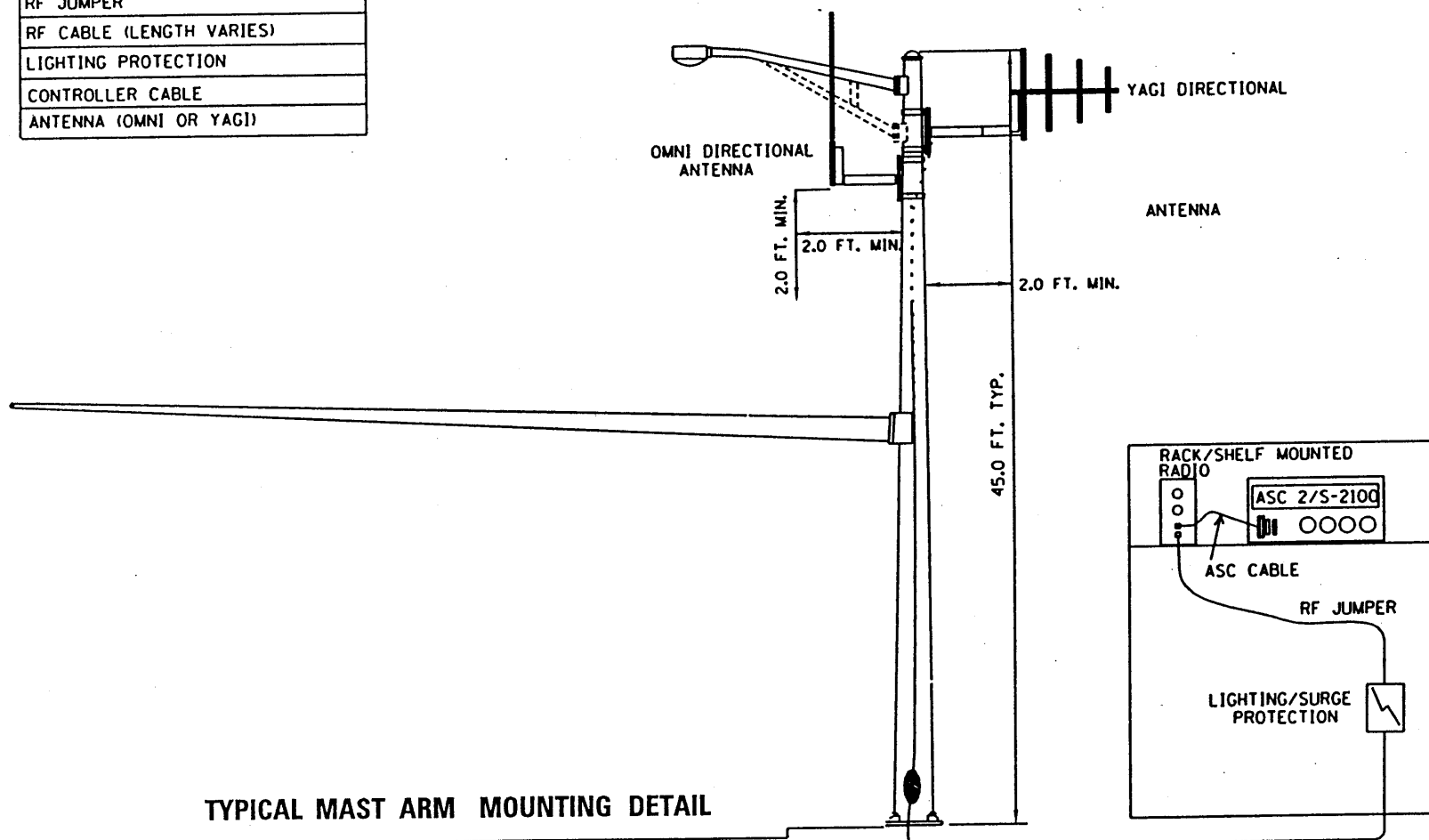


NOTE: BOTH RADIO ANTENNAS MUST HAVE LINE OF SIGHT FOR OPERATION.

NOT TO SCALE

EQUIPMENT REQUIRED AT EACH INTERSECTION
RACK OR SHELF MOUNTED RADIO
RF JUMPER
RF CABLE (LENGTH VARIES)
LIGHTING PROTECTION
CONTROLLER CABLE
ANTENNA (OMNI OR YAGI)

ROUTE		SECTION	COUNTY	SHEET	
MKD.	DESIG.	D4 SIGNAL WORK 2005-2	PEORIA TAZEWELL	TOTAL	NO.
VARIOUS	VARIOUS			6	6



TYPICAL MAST ARM MOUNTING DETAIL

NOTE: THE ANTENNA CABLE LENGTH SHOULD NOT EXCEED A MAXIMUM DISTANCE OF 100' FROM THE ANTENNA TO THE CONTROLLER CABINET.

NOT TO SCALE

RADIO INTERCONNECT
ANTENNA MOUNTING
DETAILS

STATE OF ILLINOIS**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section D4 Signal Work 2005-2 in Peoria and Knox Counties and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located at the intersections listed below:

County	City	Main Route	Main Street	Cross Route	Cross Street
Peoria	None	Unmarked	Farmington		Maxwell
Peoria	None	IL 6		IL 29	
Peoria	None	IL 29			Cedar Hills
Tazewell	East Peoria	IL 8	E. Washington		Veterans
Tazewell	East Peoria	IL 8	E. Washington		Meadows
Tazewell	Morton	US 150	Jackson	Unmarked	Morton
Tazewell	Morton	IL 98	Birchwood	I-474	Ramps A & B
Tazewell	Pekin	IL 9	Court		Allentown
Tazewell	Pekin	IL 9	Court		Barney
Tazewell	Pekin	IL 29	Second		Derby
Tazewell	Pekin	IL 29	Second		Koch
Tazewell	Pekin	IL 29			Manito Blacktop
Tazewell	Washington	BUS 24	Peoria		Wilmor
Tazewell	None	US 24	Boyd		CH 10 (N. Main)

DESCRIPTION OF PROJECT

This project consists of installing new traffic signal controllers in existing cabinets, modernizing remote communication equipment, installing radio interconnect equipment in existing Econolite closed-loop traffic signal systems, and all other work required to complete the improvements.

TRAFFIC CONTROL PLAN

Effective February 8, 2005

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "Illinois Manual On Uniform Traffic Control Devices for Streets and Highways", these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701101 701106 701701 702001

LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

The Contractor shall be responsible for locating all existing and proposed IDOT electrical facilities prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to facilities resulting from inaccurate locating. The Contractor may obtain, on request, plans of existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for facilities during all phases of construction. If at any time, the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work shall be included in the contract bid price and no additional compensation will be allowed.

FULL ACTUATED CONTROLLER IN EXISTING CABINET, SPECIAL

This work shall be in accordance with Sections 857, 1073, and 1074 of the Standard Specifications except as modified herein.

This work shall consist of providing and installing a traffic signal controller that is compatible with an Econolite ASC/2M closed loop system and Aries closed loop system remote monitoring software. The controller shall be an Econolite ASC/2S-2100 NEMA TS-2 Type 2 controller and be equipped with a "D" connector.

All programming will be performed by a Department representative prior to installation. The Department representative will accompany the Contractor to each location and assist with controller installations to ensure that all phase and detector assignments are correct. The Department representative will make every effort to accommodate the Contractor's installation schedule.

Each controller shall be subject to a thirty-day "burn-in" period that will begin on the day of installation.

Basis of Payment: This work will be paid for at the contract unit price each for FULL ACTUATED CONTROLLER IN EXISTING CABINET, SPECIAL and shall be payment in full for all labor, materials, and equipment required to provide and install the equipment described above, complete.

INTERSECTION MONITOR UNIT

The intersection monitor unit shall be compatible with the proposed Econolite ASC/2S series controllers. The pay item shall include an intersection monitor unit, a US Robotics 56K External Fax Modem, the installation of a separate non GFI receptacle for the modem power supply, and all other components that are required to provide a fully functional unit. All programming will be done by a Department representative prior to installation.

The intersection monitor shall conform to the following specifications:

1.0 General. The function of the Intersection Monitor option of the ASC/2S (ASC/2S-IM) shall be to supervise the operation of an intersection at the cabinet level, provide database management and report any prioritized problem to a central facility (Econolite Aries software) via the standard telephone network and external modem. The ASC/2S-IM shall allow the Aries user to modify the database, upload/download, view an active intersection display, and retrieve all events, alarms, or logs stored in an ASC/2S-IM controller in either a TS1 or TS2 cabinets. The ASC/2-IM feature shall be an optional software/firmware on all ASC/2S controller models using the standard version of the ASC/2S software and shall require the use of the ASC/2S Expanded Memory Module for operation.

2.0 Product Functions. The ASC/2S-IM shall provide the necessary software/firmware and input/outputs to provide the following functions:

- Cabinet power failure and power interrupt
- Intersection flash (CMU, MMU, TOD, Technician, Police)
- Controller time clock update
- Controller and Intersection Monitor database management
- Upload/download/compare databases
- Report all ASC/2S-IM alarms and events
- Report all ASC/2S-IM log information
- Transfer of all ASC/2S alarm, event, MMU and detector logs
- Remote detector reset
- Intersection display

2.1 Power Failure. With the use of an (optional) external standby power supply and battery pack, the ASC/2S-IM shall be capable of reporting the occurrence of cabinet power failures, including the time that the power was removed and then re-applied. The standby power supply shall supply power to both the ASC/2S-IM and its attached modem for up to 30 minutes. An input to the controller (and optional external interface device) shall be used to monitor the status of line power. A power off and power on report shall occur if the power interruption is longer than a predefined power interruption period. This period shall be adjustable from 0 to 255 seconds. If the power interruption period is set to 0, any power interruption greater than 30 ms shall be reported.

2.2 Intersection Flash. The ASC/2S-IM shall have the capability to monitor and report at a minimum the following types of flash conditions:

- CMU or MMU (TS1 or TS2) flash
- Controller voltage monitor flash, TOD, or controller initiated flash
- Police or Technician flash

Each condition shall be reported as a separate event or alarm. An adjustable CMU or MMU flash delay shall be provided to prevent short periods of flash from causing a report. This delay shall be adjustable from 0 to 255 seconds.

2.3 Time Reset. The ASC/2S-IM shall be capable of receiving a call from Aries to set the time and date in the controller. The time and date update shall occur via a scheduled request or operator manual request.

2.4 ASC/2S-IM Database Management. The ASC/2S-IM shall provide controller database management either locally or from a remote location. This shall include the ability to alter or otherwise adjust timing and control data for the ASC/2S-IM controller. Intersection Monitor data shall only be programmable via download from the central facility. The Intersection Monitor data base shall include an entry that allows enabling or disabling the monitoring functions.

2.5 Upload/Download/Compare. The ASC/2S-IM shall provide upload/download/compare capabilities of the controller and internal Intersection Monitor databases. Econolite's Aries software in either a direct connect or remote connection must be used to communicate with the ASC/2S-IM. A user shall have the capability to upload all intersection data (including configuration data) from the ASC/2S-IM, manipulate the data and then download the data. Standard data that is not permissible (i.e. overlap, preemptor configuration, etc.) to be downloaded from Aries shall not be downloaded.

2.6 Alarms and Events. The ASC/2S-IM shall allow a user the ability to retrieve all alarms and events stored at the local controller. Alarms and events shall have four programmable priority levels available. At a minimum all TS2 required alarms and events shall be retrievable.

The ASC/2S-IM shall be capable of logging alarms and events and reporting these by calling out to two separate phone numbers. Alarms or Events shall be able to be assigned to phone number(s) by event class. In addition, events shall be capable of being prioritized by class. Event classes shall at a minimum consist of:

Controller Event Classes

- Critical Response Frame Errors (RFE)
- Non Critical RFE's
- Coordination Errors
- Error Flash
- Local Flash
- Preemption
- Power
- Alarms
- Download

Other Event Classes

- Vehicle Detectors
- MMU Events
- RR Preempt Detectors

Events shall be capable of being retrieved by connecting to the ASC/2S-IM from a central station. If events are retrieved, the central station will send the starting date/time for the start of the event transfer.

2.6.1 Event Reporting. Only logged events shall cause a report to the central facility. Reports shall be controlled by the priority assigned to the event. All logged events shall contain time/date information and an indication of the assigned event priority. The event priorities shall include:

1. Report immediately.
2. Report after a programmed delay.
3. Report only if a Priority 1 or 2 event has reported.
4. Don't report.

2.6.2 Controller Events. The controller events shall be separated into classes. Each class shall be able to be assigned an event priority. The controller event classes and their associated events shall at a minimum include the following standard ASC/2S events:

1. Critical Response Frame Errors (FRE)
 - a. TF enabled/disabled
 - b. TF RFE and clear
 - c. MMU enabled/disabled
 - d. MMU RFE and clear

- e. Transfer Output communications error (CF 18) and clear
 - f. Three (3) Critical Response frame errors in 24-hrs. and clear
2. Non-Critical Response Frame Errors
- a. DET's enabled/disabled
 - b. TEST enabled/disabled
 - c. DET's RFE's and clear
 - d. RFE TEST and clear
3. Coordination Errors
- a. COORD Active
 - b. COORD Fault
 - c. COORD Local Free
 - d. COORD Program Free
4. Critical Coordination Errors
- a. CYCLE Fault
 - b. COORD Failure
5. Error Flash
- a. Compatibility Fault
 - b. Response Frame Fault
 - c. Conflict Fault
 - d. Color Mismatch Fault
 - e. MMU Status (Hardware Input)
 - f. Cycle Fail
 - g. Phase Next Error
 - h. MMU - Conflict
 - i. MMU - Red Fail
 - j. MMU - Voltage Monitor
 - k. MMU - +24 Volt Monitor I
 - l. MMU - +24 Volt Monitor II
 - m. MMU - Min. Clear Fail
 - n. MMU - Diagnostic Fail
 - o. MMU - Port 1 Timeout

- p. Track Switch Fail (IDOT software only)
- q. CRC Protect Fail (IDOT software only)
- 6. Local Flash
 - a. Automatic Flash
 - b. Local Flash
- 7. Preemption
 - a. Priority Preemptor Active
 - b. Bus Preemptor Active
 - c. Bus Advance Detector (Cermak Road)
 - d. Preempt Active
- 8. Power
 - a. On/Off
- 9. Battery
 - a. Battery Low
- 10. Alarms 1 – 8
 - a. Alarms 1 – 8 Active
 - b. Alarms 1 – 9 Inactive
- 11. Alarms 9 – 16
 - a. Alarms 9 – 16 Active
 - b. Alarms 9 – 16 Inactive
- 12. Download
 - a. Controller
 - b. Intersection Monitor

2.6.3 Detector Events. All detector events shall be assigned to one event class and associated event priority. The detector events shall include as a minimum the following ASC/2S detector events:

- 1. No Activity
- 2. Max. Presence
- 3. Erratic Counts
- 4. Watchdog Fail

5. Open Loop
6. Shorted Loop
7. Excessive Inductance
8. Detector Active

Detector events four through seven are only available for TS2 detectors connected to the controller via a BIU equipped detector rack.

2.6.4 MMU Events. The ASC/2S-IM shall be cable of generating a MMU event report. This would be in addition to the controller Error Flash event report noted above. The MMU event report shall be a class of events and be able to be assigned to one of the four event priorities. Each MMU event report will consist of a NEMA TS2 Type 129 Response Frame information.

2.6.5 Preempt Input Events. The ASC/2S-IM shall be cable of monitoring the operation of the Preemptor Input 1 and 2. This monitoring function shall operate similar to that provided by the controller for detector inputs and provide both a no activity and continuous call diagnostic for the Preemptor Input 1 and 2. The Preempt Input diagnostic events shall be able to be assigned a class priority. The events to be reported shall be as shown below:

1. No Activity
2. Continuous Call
3. Active

2.7 Log Transfer. The ASC/2S-IM shall provide the user the ability to retrieve all logs stored at the local controller from the central facility. At a minimum all ASC/2S event, detector event, MMU and detector logs shall be retrievable. These logs shall be stored at the central facility in a format that is compatible with the present Aries file format. This shall allow use of existing Aries Log File Manager functions with these files.

2.8 Remote Detector Reset. The ASC/2S-IM shall allow a user to perform a remote detector reset when commanded by the Central Station. Detectors must be in a BIU equipped detector rack in a TS2 cabinet.

2.9 Manual Recall Command. The ASC/2S-IM shall be capable of receiving a call from a central facility to initiate a manual recall command. When the manual command is in control, a programmed recall shall be applied on a per phases basis. Recall modes shall include minimum, maximum and fixed time recall. If the fixed time recall is used, a programmable time entry of 0-255 seconds shall be available in the ASC/2S-IM database to set the recall period.

2.10 Intersection Display. It shall be possible to view an active intersection display of an ASC/2S-IM controller. Econolite's Aries software with either a direct connect or remote connection must be used to communicate with the ASC/2SIM. The intersection display shall be capable of showing at a minimum:

- 12 Phase Greens
- 12 Phase Yellows
- 12 Phase Walks

- 12 Phase Ped Clears
- 12 Phase Checks
- 12 Ped Checks
- 32 Processed Vehicle Detectors
- 4 Overlap Greens
- 4 Overlap Yellows
- 2 By Ring Termination Status
- Preemption Status
- Date/Time
- Cycle Timer
- Coordination Status
- MMU Status

2.11 Modem Configuration. The ASC/2S-IM shall communicate with the central facility using an external dial-up modem. This modem shall communicate to the central facility using a data rate of at least 9600 bps. The ASC/2S-IM shall include database entries to setup and control the external modem. This shall include providing data entries for a repetitive call diagnostic.

Basis of Payment: This work will be paid for at the contract unit price each for INTERSECTION MONITOR UNIT which shall be payment in full for all labor, equipment, and materials required to provide the intersection monitor unit described above, complete.

RADIO INTERCONNECT SYSTEM COMPLETE, LOCAL RADIO INTERCONNECT SYSTEM COMPLETE, MASTER

The radio interconnect system shall be compatible with existing Econolite ASC/2M hardwire closed loop systems.

The radio interconnect system shall include the following components:

- Rack or Shelf Mounted RS-232 Frequency Hopping Spread Spectrum (FHSS) Radio (Compatible with Econolite Full-Duplex Protocol)
- Software for Radio Configuration (Configure Frequency and Hopping Patterns)
- Antennas (Omni Directional or Yagi Directional as Required For Operation)
- Antenna Cables (LMR-400 High Gain Cable)
- Brackets, Mounting Hardware, and Accessories Required for Installation
- RS232 Data Cable for Connection from the Radio to the Local or Master Controller
- Econolite RS-232 Controller Telemetry Module (for use in a master controller or local controller)
- All other Components Required for a fully Functional Radio Interconnect System

All controller cabinet modifications and other modifications to existing equipment that are required for the installation of the radio interconnect system components shall be included in the bid price and no additional compensation will be allowed.

The existing cabinet at the intersection IL 29 and Derby Street is equipped with shelf-mounted detector amplifiers.

The intersection of IL 29 and Koch Street is equipped with rack mounted detector amplifiers. A non-GFI receptacle shall be installed in the cabinets at these locations for the radio power supply.

The Radio Interconnect System may operate at 900Mhz (902-928) or 2.4 Ghz depending on the results of a site survey. The telemetry shall have an acceptable rate of transmission errors, time outs, etc. comparable to that of a hardwire system.

The existing master controller and telemetry module shall be configured for use with the Radio Interconnect System at a minimum rate of 9600 baud.

The Radio Interconnect System shall include all other components required for a complete and fully functional telemetry system and shall be installed in accordance to the manufacturer's recommendations.

Antenna Mounting and Radio Installation. The antenna shall be installed in the locations shown on the plans. The antenna wire length should not exceed a maximum of 100' from the antenna to the controller cabinet and shall be kept as short as possible to avoid performance degradation. The antenna cable shall be LMR-400 low loss coaxial cable.

All antennas shall maintain a clear line of sight between intersections.

A two (2) foot minimum horizontal and vertical separation shall be provided between the mounting structure and the antennas. The antennas shall be mounted as high as possible on the structure.

The fade margin shall be a minimum of 20 Db. Above the radio receiver sensitivity as determined by an on-site reading with the manufacturers provided software to ensure reliable performance in the future.

The maintained radio output power shall be greater than or equal to one (1) watt.

Currently, the following systems are approved for use in District Four: Freewave T9, Intuitcom.

The equipment shall conform to the following specifications:

1.0 GENERAL

1.1 Spread spectrum radios supplied must meet FCC part 15 rules and Industry Canada RSS-210 for unlicensed radio operation in the 902-928 MHz band. No radio modems shall require FCC or Canadian site license. Radios must meet specific requirements below.

1.2 All radio modems shall be frequency hopping spread spectrum. FHSS provides increased performance, higher data security, and excellent interference rejection. Fifteen hopping patterns per band, 105 total – user selectable. Hopping channels 50 to 112 and seven hopping bands-user selectable. Data must be encrypted.

1.3 Single radio must be capable of repeater and simultaneous Slave and Repeater functions.

1. True single radio point-to-multipoint slave/repeater capability. Repeaters can continue to function as slaves to send/receive data to their data ports.
2. No external cabling options or back-to-back radio operation is acceptable.
3. Must be capable of all operating modes: point-to-point, point-to-multipoint, and point-to-multipoint slave/repeater (interchangeable—hardware identical), and shall be capable of forwarding data packets to end destination.

1.4 Range Performance required to be 60 plus miles with clear line of sight, ability to extend through repeaters.

1.5 All radio modems shall be capable of operating at 1200 bps; 2400 bps; 4800 bps; 9600 bps; 19,200 bps; 38,400 bps; 56,000 bps and 115,200 bps. Actual data rate used shall be user selectable. Data rate must be capable of 115,200 bps asynchronous data continuous throughput.

1.6 Radio must be capable of full or half duplex mode. Interface directly with full-duplex and half-duplex devices (includes NEMA, 170, 470I, ICM, 2070).

1.7 Manufacturing of radio modems will be in the United States of America with 100% performance testing over operating temperatures of -40°C - +75°C (-40°F to +167°F).

1.8 Two year limited warranty period for defects in materials or workmanship under normal use and service for a period of two (2) years from the date of delivery. Radio maker will repair or replace hardware covered under limited warranty.

1.9 No special hand-held device or special configuration software shall be required. Terminal emulator application programming interface for set-up accomplished using standard laptop or palm devices.

1.10 Input voltage range requirement 6 to 30 VDC at full RF output power. Voltage polarity protection is required for shelf-mount radios.

1.10 Radios must be designed to have good interference rejection. Assignment of frequency keys provides operation of several radio systems with minimal interference in the local geographic area.

1.11 Configurable transceiver operating parameters must be designed for maximum radio system performance and throughput over a wide variety of system conditions.

1.12 Error correction is required. The 32-bit CRC with automatic retransmission on error process guarantees that data is delivered and error-free. Bit Error Rate of 10^{-4} is achieved at signal strength of -110 dBm / 10^{-6} BER at -108 dBm.

1.13 Data interface is RS-232 and user-programmable RS-232/RS-485/RS-422 interface, DCE. Connector is DB9 Female.

1.14 Output power must be programmable 100 mW up to 1 W (+30 dBm) in 100 mW steps.

1.15 RF connector is to be Type N female for shelf-mount or SMA female for rack-mount.

1.16 Radio transceiver keyed on data or RTS.

1.17 The radio is to include "Sleep Mode" as a standard feature for sites requiring low current drain. Sleep mode reduces power consumption to 5 mA. A unit in sleep mode must wake up, synchronize with the network, and accept data in less than 150 microseconds.

1.18 Radios are to be equipped with external jack allowing the use of a directional Yagi or omni directional antenna. It is highly desirable to obtain line of sight with the antenna to be used. The professional installer must ensure frequency emission limits are not exceeded. Output power settings, antenna gain, and cable loss combinations must be considered.

2.0 DIAGNOSTICS for RADIO SYSTEM

2.1 In addition to modem statistics available in set up mode, the radio system is to have diagnostic capability to allow user to verify communications reliability between the master and remote radios. System shall provide real-time diagnostics and set up menu access, without disrupting network communications.

2.2 Diagnostic connector is to be separate standard DB9 for shelf-mount or 3-pin mini sub-D for rack-mount.

3.0 RADIO TRANSCEIVER SPECIFICATIONS:

3.1 General.

Frequency Range	902-928 MHz
Method	Frequency hopping spread spectrum
Hopping Patterns	15 per band, 105 total, user selectable
Hopping Channels	50 to 112, user selectable
Hopping bands	7, user selectable
Range, Line-of-sight	60 miles with clear line of sight, ability to extend through repeaters
Occupied Bandwidth	230 KHz
Modulation	Spread Spectrum, GFSK, 115.2 Kbps or 153.6 Kbps
RF Connector	Type N female
System Gain	140 dB
Output Power	100 mW to 1 Watt (+30 dBm)

3.2 Receiver.

Sensitivity	-108 dBm for 10^{-6} BER -110 dBm for 10^{-4} BER
Selectivity	20 dB at $f_c \pm 115$ KHz 60 dB at $f_c \pm 145$ KHz

3.3 Data Transmission.

Error Detection	32 bit CRC, retransmit on error
Data Encryption	Substitution, dynamic key
Link Throughput**	115.2 Kbps standard speed, 38.4 Kbps low speed
** Uncompressed, measured assuming 75% frequency availability	

3.4 Data Interface.

Protocol	RS-232/RS-422/RS485 1200 Baud to 115.2 KBaud, DCE
Connector	DB9-female

3.5 Diagnostics Interface.

Connector	DB9-female shelf-mount or 3-pin mini sub-D for rack-mount
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3.6 Power Requirements.

Operating Voltage	6 to 30 Vdc	
Current [mA]	900 MHz units	12 Vdc
	Transmit	250 mA
	Receive	86 mA
	Idle	21 mA
	Sleep	5 mA

3.7 Environment and Mechanical.

Operating Temperature	-40°C - +75°C
Enclosure	Extruded Aluminum shelf-mount unit or input file mount card
Dimensions	4.5 L x 6.6 W x 2.1 H ["] 2x22 contact edge card with 0.156" centers for input file card type (170, 2070, NEMA compatible)
Weight	28 oz for shelf-mount or 206 g for input card

3.8 Shelf-mount radio must be model Communicator II (part# FIP1-900C2M-R2) manufactured by Intuicom, Inc. or equal meeting all specifications. Rack-mount radio must be model Communicator-T (part# FIP1-900C2M-T) manufactured by Intuicom, Inc. or equal meeting all specifications.

Communicator - T:

The T-Series is a rack mount version of the Communicator II transceiver. The variations in specifications for this product are listed below:

- RS232 / RS422 or RS485 data (software selectable)
- RF Antenna connector: SMA connector
- Detector Rack Compatible-plugs into and is powered from standard loop detector rack
- Diagnostic Interface: 3-pin mini sub-D
- Dimensions: One slot width standard loop detector rack
- Weight: 206 grams

Basis of Payment: This work will be paid for at the contract unit price each for RADIO INTERCONNECT SYSTEM COMPLETE, LOCAL or RADIO INTERCONNECT SYSTEM COMPLETE, MASTER and shall be payment in full for all labor, materials, and equipment required to provide, test, and install the equipment described above, complete.

TRANSCEIVER (SPECIAL)

This work shall be in accordance with Sections 859 and 1073 of the Standard Specifications except as modified herein.

The transceiver shall be compatible with the existing Econolite FSK closed loop systems.

Basis of Payment: This work will be paid for at the contract unit price each for TRANSCEIVER (SPECIAL) and shall be payment in full for all labor, materials, and equipment required to provide, and install the equipment described above, complete.



Illinois Department of Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

Joel Brunsvold, Director

February 9, 2005

City of Pekin
City Clerk
Attn: Sue McMillan
111 Capitol Street
Pekin, Illinois 61554

Re: Pekin Lake
Lease No. 561A

Dear Mrs. McMillan:

A renewal has been prepared which will extend your Lease Agreement No. 561A for a parcel of land at Pekin Lake. Please have all three copies of the lease agreement signed by an authorized official of the City of Pekin and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Include your phone number and an emergency phone number in paragraph 16 of the lease, and enter your FEIN Number in the space provided. Also please complete Paragraph V of the enclosed Lease Certifications form (Exhibit C).

Return all copies to the Department of Natural Resources, Division of Concession and Lease Management, Legal Agreements Section, One Natural Resources Way, Springfield, IL 62702-1271.

Once the signed agreements have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-0179.

Sincerely,

Patrick Johnson
Division of Concession and Lease Management

Enclosures

cc: Stanley Weimer, Site Superintendent

561Acovlet-PekinLake-CityofPekin-feb05.wpd

Agreement Number: 561A
Site Name: Pekin Lake
Location Code: Pekin Lake FWA

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
LEASE AGREEMENT

THIS AGREEMENT is entered into by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR", and CITY OF PEKIN, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, IDNR has jurisdiction over the real estate hereinafter described; and

WHEREAS, the property herein described is not otherwise needed immediately or in the near future for development by IDNR; and

WHEREAS, both parties understand that the transfer or assignment of this Agreement in any manner, by operation of law or otherwise, or the subletting of the subject property may not be accomplished without the written consent of IDNR; and

WHEREAS, IDNR is authorized to enter into this Agreement pursuant to and under the Statutory authority of 20 ILCS 805/805-235; and

WHEREAS, LESSEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken by virtue of the signature authorization attached hereto as Exhibit A:

NOW THEREFORE:

For and in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, IDNR hereby leases to LESSEE the IDNR land shown on the attached Exhibit B and hereinafter designated the PREMISES, which is legally described as follows:

That portion of the North ½ of the Northwest 1/4 of Section 26, Township 25 North, Range 5 West of the 3rd Principal Meridian located between the westerly right-of way line of Illinois Route 29 and the easterly right-of-way line of the Peoria and Pekin Union Railroad, in Tazwell County, Illinois.

It is understood and agreed that IDNR is not making any representations with respect to the condition of the title or boundaries of the PREMISES, and, accordingly, IDNR shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning the title or boundary of the PREMISES.

The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of April, 2005, and ending on the 31st day of March, 2010, unless otherwise renewed, terminated or revoked as provided for herein.

LESSEE, for the use and occupancy of said lands, shall not be required to pay a lease fee, in consideration of the mutual benefits to be derived.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: LESSEE shall use and occupy the PREMISES for the maintenance of a community welcome sign and associated landscaping only only, it being specifically understood that the PREMISES shall not be used for the burning of refuse, deposition of debris or other material, or for any unsanitary or unhealthful purposes by LESSEE in the use or occupancy of the PREMISES. Any other uses of the PREMISES, and all plans in connection herewith, shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the PREMISES shall be deemed to be a material breach of this Agreement.

2. ALTERATIONS: LESSEE shall in no way alter or modify any existing structure(s) located on the PREMISES, nor shall LESSEE modify the land within the PREMISES, except for ongoing tillage and cultivation, without the prior express written consent of IDNR. If LESSEE wishes to make any such alterations and/or modifications, LESSEE shall first contact IDNR's Division of Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements

of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, and the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 *et seq.*, and with the State Agency Historic Resources Protection Act. Nothing herein contained shall be construed to mean that IDNR shall be responsible for compliance with all applicable State or Federal statutes and regulations; that responsibility shall remain with LESSEE.

LESSEE shall not, in any manner, obstruct the programs of IDNR. It is understood and agreed that IDNR reserves the right to require LESSEE to remove, relocate or modify any structures, improvements or facilities upon, under or across the PREMISES, at LESSEE's sole expense, if IDNR determines, in its sole discretion, that such actions are appropriate and necessary to preserve the integrity, character, function or use of the PREMISES.

3. UTILITIES AND MAINTENANCE: Maintenance of the PREMISES shall be the sole responsibility of LESSEE. If LESSEE fails or refuses to perform any maintenance function on the PREMISES within ten (10) days after having been notified by IDNR to do so, IDNR shall have the right to enter upon the PREMISES and perform such maintenance and charge LESSEE for the cost thereof. Unless otherwise specified herein, LESSEE shall be responsible for the prompt payment of all utility bills incurred within the PREMISES.

4. INSPECTION AND REPAIRS: IDNR makes no representations, warranties (expressed or implied) or assurances with respect to the condition of any improvements situated on the PREMISES or the PREMISES themselves. LESSEE accepts the PREMISES and all improvements thereon "as is" and in their present condition. It is further understood and agreed that LESSEE has sufficiently inspected the PREMISES, prior to the execution of this Agreement, made an independent assessment of the environmental and other conditions of the PREMISES, and accepts the same in its present condition. Any environmental claims which may arise from LESSEE's use shall be the sole responsibility of LESSEE, who agrees to indemnify and hold harmless IDNR thereon.

5. RESERVED RIGHTS: This Agreement is nonexclusive, and IDNR reserves the right of ingress, egress and usage of the PREMISES, and the right to grant leases, permits, or rights-of-way in and to the PREMISES to the extent that they are not incompatible with the uses authorized herein.

6. LAWS AND REGULATIONS: LESSEE, in the use and occupancy of the PREMISES, shall comply with all applicable requirements of all laws, ordinances, rules and regulations.

7. INDEMNIFICATION: LESSEE will indemnify and hold harmless, protect and defend, at LESSEE's own cost and expense, IDNR, its property, agents, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of the State of Illinois, from any and all risks, suits, damages, expenses or claims due to the negligence of LESSEE or arising in any way from the granting of this Lease. If this Agreement is with a governmental unit only, it is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission of the other party unless such liability is imposed by law.

8. TAXES: Upon notice to LESSEE of the amount(s) due, LESSEE shall pay and discharge, when due and payable, LESSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied, assessed or become liens upon the PREMISES or any part thereof, and any taxes and licenses growing out of or in connection with LESSEE's use and operation of the PREMISES, during the term of this Agreement with respect to any tax year, or any portion thereof; provided, however, that no law or regulation postponing the date of payment of such taxes, assessments, or charges until after any termination of this Agreement shall relieve LESSEE of LESSEE's obligation to make such payment. LESSEE shall, at any time upon request of IDNR, exhibit to IDNR for examination receipts of payments of all such taxes, assessments and charges.

9. DISCRIMINATION: IDNR and LESSEE shall not discriminate unlawfully on the basis of race, color, sex, national origin, age or handicap in admission to, or treatment or employment in, programs or activities.

10. CERTIFICATIONS: LESSEE certifies compliance with all applicable provisions of the Lease. Certifications statement appended to this Agreement.

11. ENVIRONMENTAL: LESSEE, except as otherwise herein provided, shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals, or disturb the terrain in any manner within the PREMISES without prior approval of IDNR.

12. RESTORATION OF PREMISES: Upon the termination of this Agreement, LESSEE shall surrender the PREMISES to IDNR in a good condition, save ordinary wear and tear. IDNR reserves the right to require LESSEE to make such repairs and restorations as it may, in its sole discretion, deem necessary.

13. TERMINATION: IDNR shall have the right to terminate this Agreement upon giving LESSEE ninety (90) days' written notice, if IDNR makes a determination that the PREMISES are required to be used for public purposes which are incompatible with this Agreement. LESSEE agrees to surrender and restore the PREMISES, and remove all personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated under this provision, LESSEE shall not be liable for any further payments beyond the date of vacating the PREMISES.

It is further understood and agreed that IDNR may terminate this Agreement if LESSEE is in default or in breach of any of the terms of the Agreement, or in the event of LESSEE's bankruptcy or receivership. In such an event, IDNR shall give LESSEE a written notification of such breach or default, and LESSEE shall have thirty (30) days to cure the same. If LESSEE fails to cure or remedy the breach or default within said period of time, IDNR shall have the right to declare this Agreement to be terminated. Upon such an occurrence, LESSEE shall surrender the PREMISES to IDNR as though the Agreement had expired at the end of its term, and subject to the provisions of paragraph 12 above. If this Agreement is terminated as a result of LESSEE's breach or default, LESSEE shall remain liable for all lease payments called for in this Agreement.

14. PUBLIC SAFETY: Should it be determined by IDNR that a particular use of the PREMISES by LESSEE is, or will be, hazardous to the public or the property, LESSEE, upon written notice by IDNR,

shall install safety devices or make modifications at LESSEE's sole expense to render the PREMISES safe for, and compatible with, public use. In the event LESSEE fails to install such safety devices or make required modifications within thirty (30) days, or, if such modifications cannot be completed within said time frame, LESSEE fails to begin working expeditiously to render the PREMISES safe for the public, IDNR may install such safety devices or make such modifications at LESSEE's expense, and may declare LESSEE to be in breach of this Agreement.

15. RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term, providing that sixty (60) days' advance notice to IDNR has been given. However, any renewal shall be at the express written consent and approval of both parties hereto, and IDNR reserves the right to adjust rental rates on an annual basis to reflect current land values and/or conditions and circumstances. No holding over by LESSEE shall operate to renew this Lease.

16. NOTIFICATION: All notices shall be addressed as follows:

IDNR:

Department of Natural Resources
Concession and Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-0179

Emergency Contact:

Location: Spring Lake State FWA
Telephone: 309/968-7135

LESSEE:

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
Telephone: 309/477-2300

Emergency Contact:

Location: _____
Telephone: _____

17. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the subject PREMISES and purposes, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date of this Agreement.

18. AMENDMENTS: This Agreement sets forth all agreements between the parties. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by IDNR and LESSEE.

19. VACATING THE PREMISES: Unless renewal is arranged within sixty (60) days prior to the expiration of this Agreement, LESSEE, immediately upon such expiration, shall vacate the PREMISES and remove all property to which LESSEE holds proper title, except that LESSEE shall not remove any property that is permanently attached to the PREMISES regardless of whether LESSEE holds proper title except as authorized in writing by IDNR. Should LESSEE fail to remove or dispose of LESSEE's property, IDNR may consider such property abandoned and may claim proper title to such property or dispose of same at LESSEE's expense. In addition, at the expiration or termination of this Agreement, LESSEE shall quit and surrender the PREMISES, including real property improvements, in a good state of repair.

20. CONTROLLING LAW AND VENUE: This Agreement shall be governed by Illinois Law.

21. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the state park or other property under the jurisdiction of IDNR referenced above. In such event the parties may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

22. NONINTERFERENCE AND COOPERATION: LESSEE shall do nothing to interfere with or prejudice IDNR's right or duty to recover damages or commence action against a third party, and shall furnish all reasonable assistance and cooperation to IDNR in connection with IDNR's action against such third party, including without limitation assistance in the prosecution of suit.

23. APPLICABILITY AND SEVERABILITY: IDNR and the LESSEE mutually acknowledge that various standard provisions of this Agreement may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the PREMISES. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

Agreement Number: 561A
Site Name: Pekin Lake
Location Code: Pekin Lake FWA

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20____.

LESSEE:

CITY OF PEKIN

STATE OF ILLINOIS

DEPARTMENT OF NATURAL RESOURCES

BY: _____

Title: _____

Date: _____

BY: _____

Title: Director

Date: _____

Social Security (or) FEIN No.

561A-lease-PekinLake-CityofPekin-feb05.wpd

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITY OF PEKIN

(Lessee or Licensee - Company / Corporation / Municipality)

I certify that _____ is an authorized representative
(Name of executive or official who will sign the agreement)

of said organization and is legally empowered to act on its behalf in executing this agreement.

Signed: _____
(Person affirming signature authority of above official;
must not be the same individual)

Title: _____

Date: _____

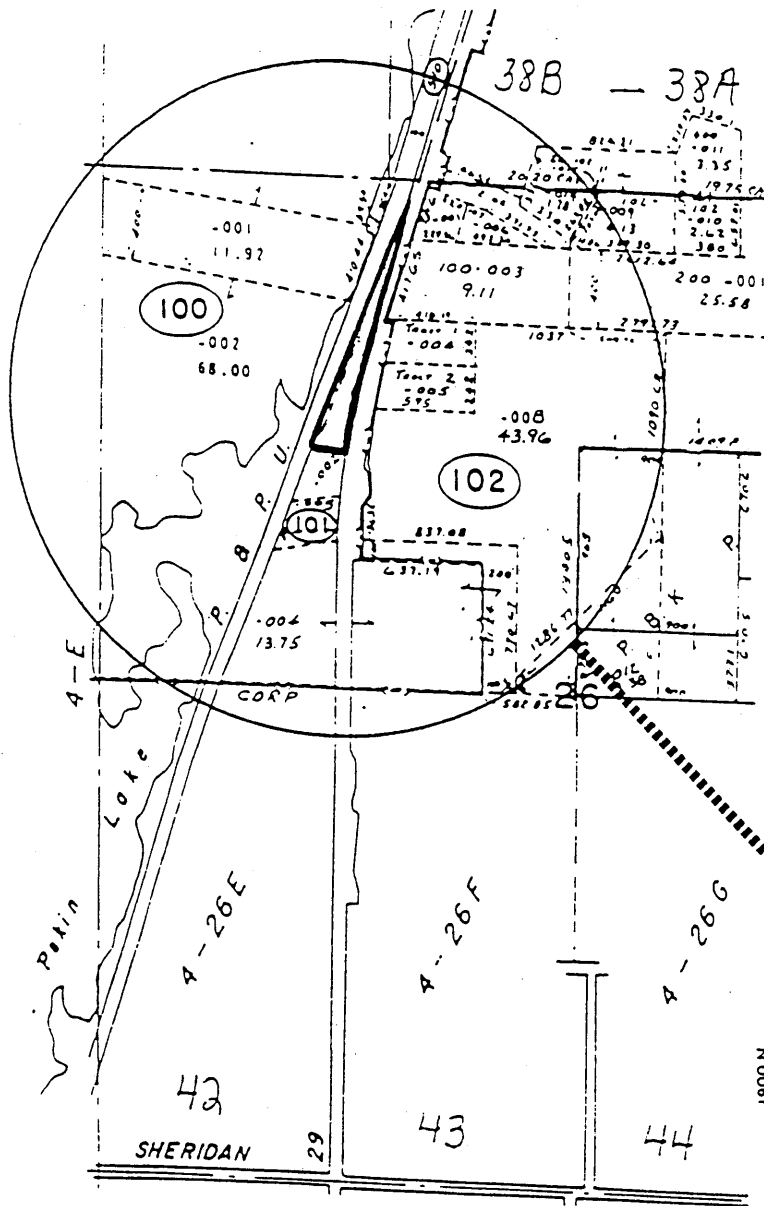
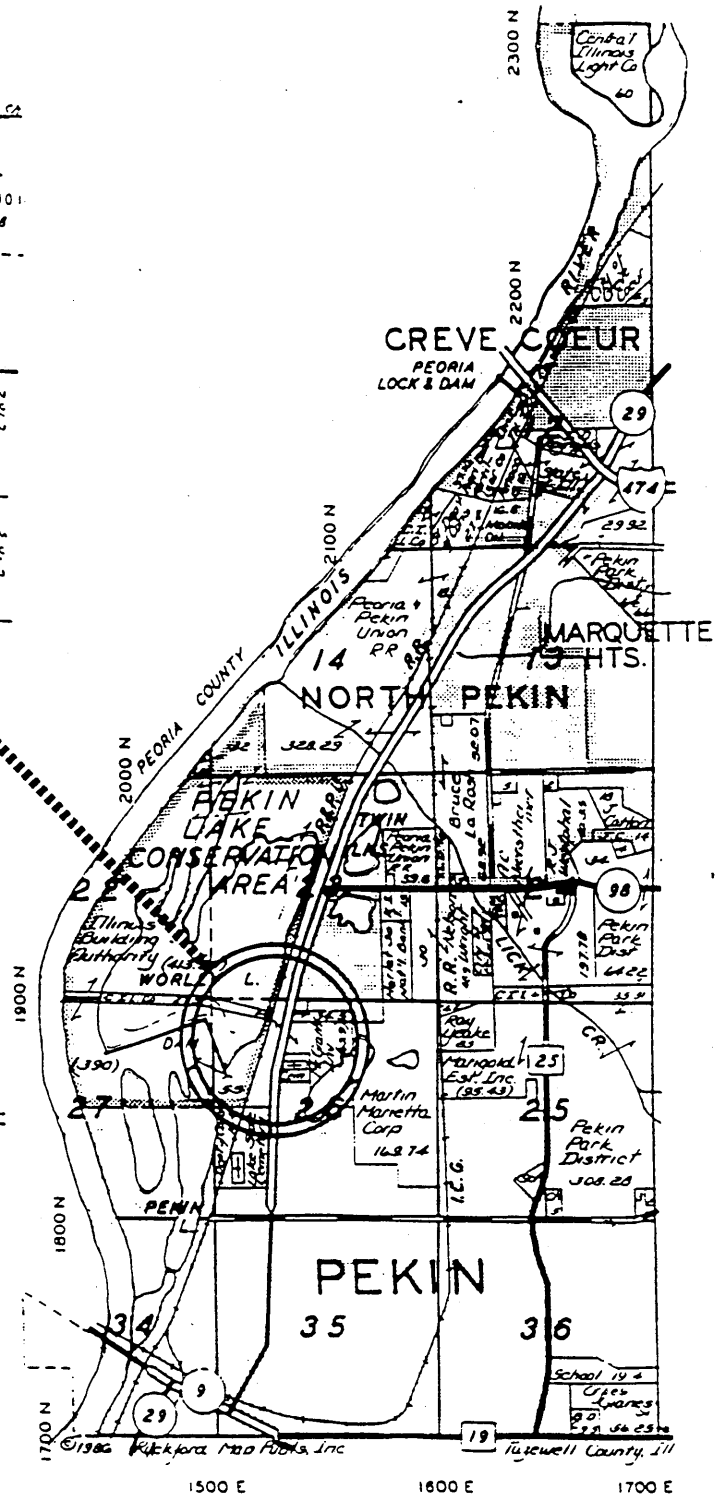


EXHIBIT "B"

LEASE NO. 561A

PEKIN LAKE
TAEWELL COUNTY
SEC., 26, T. 25 N., R. 5 W., 3RD P.M.





LEASE CERTIFICATIONS

- I. The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).
- II. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).
- III. The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).
- IV. The Contractor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
- V. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: _____

Taxpayer Identification Number:

Social Security Account Number _____

or

Federal Employer Identification Number _____

(If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (Check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental Entity |
| ☐ Owner of Sole Proprietorship | ☐ Nonresident alien individual |
| ☐ Partnership | ☐ Estate or legal trust |
| ☐ Tax-exempt hospital or extended care facility | ☐ Foreign corporation, partnership, estate, or trust |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Other: _____ |
| ☐ Corporation NOT providing or billing medical and/or health care service | |

- VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or Contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If Contractor is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of more than \$5,000.

VII. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned contractor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

- VIII. Contractor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Contractor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.
- IX. **RETENTION OF RECORDS:** The Contractor or subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. The books and records shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records shall be available for review and audit by the Auditor General and the purchasing agency. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which required books and records are not available. (30 ILCS 500/20-65).
- X. **SEXUAL HARASSMENT:** Pursuant to 775 ILCS 5/2-105(A)(4), contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- XI. For contracts exceeding \$10,000, the Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- XII. Contractor shall notify the Department's Ethics Officer if Contractor solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the contract.
- XIII. **WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN:** If applicable, the Contractor shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 *et seq.*, which applies to the wages of laborers, mechanics and other workers employed in any public works.
- XIV. The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if he knows or should know that he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if he, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract null and void if this certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- XV. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- XVI. The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5/1 *et seq.*, for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- XVII. The Contractor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).
- XVIII. The Contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: _____

TITLE: _____

DHR Public Contract Number*: _____

Approved by DNR Legal Counsel June 2003
as revised by Comptroller Accounting Bulletin 116 in January 2004

(*) Department of Human Rights Public Contract Number.
Each Contractor having 15 or more employees must have a current Public Contract number or have proof of having submitted a completed application for one. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2431 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted to the Department of Human Rights. Contractors with less than 15 employees may indicate "not applicable".

ORDINANCE NO. 2413

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING LIQUOR CONTROL.**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Chapter 3, Section 3, certain standards and licensing arrangements for liquor control; and

WHEREAS, the City Council supports the responsible development of the liquor and licensed hospitality industry in line with community expectations; and

WHEREAS, the City Council is committed to the safe supply and consumption of alcohol and to ensure that the provision of alcohol is adequately controlled within the City of Pekin; and

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

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

1. That Title 3, Chapter 3, Section 3 (a) be amended by deleting the existing section 3 (a) in its entirety, 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 this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

EXHIBIT A

3-3-3 LOCAL LIQUOR COMMISSION

(a) A local liquor commission is created consisting of five (5) 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 (1) member shall be appointed for a term ending two years from date of appointment; and one (1) 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.