



City of Pekin

REGULAR COUNCIL MEETING OF FEBRUARY 12, 2007
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Pro Tem Dagit

III. ROLL CALL
Clerk to Call the Roll

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

VOTE REQUIRED

V. APPROVAL OF MINUTES
*ACTION: Motion to approve minutes of Regular Council Meeting of January 22, 2007
The Special Council Meeting Candidate Forum of January 30, 2007, Special Council Meeting
Staff Landlord Public Input of January 31, 2007.*

VOTE REQUIRED

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

VII. CONSENT AGENDA

1. Receive and File Reports and Minutes: T/PCCC January Report, Electrical Commission February Minutes, Police January Report, Inspections Department Minutes, Building Report, Traffic Safety Committee February Minutes
2. Charitable Solicitation: Central Illinois Lupus Foundation Annual Tag Day Friday October 5, 2007
Eagles Lodge Benefit for Paula Reed March 31, 2007
3. Resolution No. 184-06/07 – Mayor's Appointments to Riverway Business Park Review Committee
4. Receive and File IDOT Memorandum Submitting and Recommending approval of Agreements for Federal Participation of \$400,000 for VFW Road design and \$100,000 for Land Acquisition
5. Receive and File Illinois Central Railroad Company License for Underground Pipelines, Cables, and Conduits granting permission to construct sanitary sewer at Davis and Second Street
6. Receive and File Application to the Department of the Army for permit for minor dredging, installation of a floating dock, and improvement to the parking area West side of the River

7. **Loan Agreement with United States Air Force Static Display Program for Airplane at Pekin Municipal Airport**
8. **Ordinance No. 2513-06/07 – Changing Name of Vogel Avenue to Commercial Drive**
9. **Resolution No. 185-06/07 – Approving Final Plat Riverway Business Park 3rd Addition**

***ACTION:** Motion to approve the Consent Agenda*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. **Public Hearing to Consider the Lease of Municipally Owned Property**

***DESCRIPTION:** Hearing for the purpose of considering testimony relative to the adoption of an ordinance providing for the lease of 1130 Koch Street to Tazewell/Pekin Consolidated Communications Center (T/PCCC).*

***ACTION:** Taken under New Business.*

IX. NEW BUSINESS

1. **Ordinance No. 2514-06/07 – Authorizing the Lease of Municipally Owned Real Property** (DK)

***DESCRIPTION:** approval of a negotiated new lease agreement with T/PCCC for the premises at 1130 Koch Street in an amount of \$750.00 per month for 5 years.*

***ACTION:** Motion to adopt ordinance.*

VOTE REQUIRED

2. **Ordinance No. 2515-06/07 – Amending the Code of the City of Pekin 1995 Regarding References to Council Members as Commissioners** (SM)

***DESCRIPTION:** Request to replace references to “Commissioner” with the title Council Member. In addition references to Commissioner under the former government as Commissioners of various Divisions are to be deleted.*

***ACTION:** Motion to adopt ordinance.*

VOTE REQUIRED

3. **Ordinance No. 2516-06/07 – Amending Ordinance No. 2448 Establishing Policies and Practices for Mayor and Council Members** (DK)

***DESCRIPTION:** Incorporates E-mail and Electronic Document Policies for Council that coordinates with Employee E-Mail and Internet Policy.*

***ACTION:** Motion to adopt ordinance.*

VOTE REQUIRED

4. **Authorization to Negotiate Purchase of Electricity** (DK)

***DESCRIPTION:** request to negotiate purchase of electricity from the lowest responsible certified energy supplier if rate is lower than CILCO.*

***ACTION:** Motion authorizing the City Manager to negotiate a contract for the City of Pekin to purchase electricity with the final contract to come in front of the City Council.*

VOTE REQUIRED

5. **Tourism Grants Tazewell County Historic Places Society**
DESCRIPTION: Request to approve Community Event Grant for Art Festival held August 2006 after satisfactory expenses submitted in the amount of 50% of \$554.34 total.

ACTION: Motion to approve grant in the amount of \$277.17

VOTE REQUIRED

6. **Tourism Grants Tazewell County Historic Places Society** (DK)
DESCRIPTION: Request to approve Visitor's Bureau Grant for Scott Altman Event at Dragon's Dome October 2 and 3, 2006 after satisfactory expenses submitted in the amount of 1/3 \$3,363.55 expense.

ACTION: Motion to approve grant in the amount of \$1,121.18.

VOTE REQUIRED

7. **Policy 13 – 06/07 – Intergovernmental Agreement for Transit Services** (DK)
DESCRIPTION: Written policy that stipulates any changes referenced by "approval by the City" in the agreement with Greater Peoria Mass Transit be brought back to Council for approval.

ACTION: Motion to adopt Policy.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

XI. EXECUTIVE SESSION

Purchase of Real Estate 5 ILCS 120/2 (c) 5. and Sale of Real Estate and 5 ILCS 120/2 (c) 6.

ACTION: Motion to move to executive session for the purpose of discussing Purchase of Real Estate and Sale of Real Estate

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY JANUARY 22, 2007 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

 The Pledge of Allegiance was led by Mayor Mackaman.

Roll was called and all Council Members were present.

Agenda

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

Minutes

Mayor Mackaman explained that an incorrect word was used in the minutes and corrected. He asked that the Council accept the Scribner's error and approve the final written minutes. A motion was then made by Council Member Blanchard, seconded by Council Member Maddox, that the **Minutes of the Regular City Council Meeting of January 8, 2007 be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Mayor Mackaman presented and read the following items under Consent Agenda.

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

1. **Receive and File Reports and Minutes:** T/PCCC December Report, Traffic Safety Committee January Minutes, and Building Report
2. **Charitable Solicitation:** Roy L. King Post 1232 Veterans of Foreign Wars Annual Buddy Poppy Days Friday, May 11, 2007 and Saturday, May 12, 2007
3. **Resolution No. 180-06/07 – Appointment of Tammy Helm to Mayor's Advisory Committee for Person with Disabilities**
4. **Resolution No. 181-06/07 – Resolution to Designate Hanna Drive extension as a Class II 80,000 pound limit truck route in accordance with IDOT guidelines**
5. **Pekin Planning Commission Minutes dated January 10, 2007**
6. **Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing # 07-1733 – Approval of the Special Use for a Drive-Thru for Gina's Coffee Shop with a legal description of Briggs Subdivision Lot # 45 and PIN # 04-10-01-408-009 known as 2120 Court Street
 - b. Hearing #07-1734 – Approval of the Site Plan for a Drive-Thru for Gina's Coffee Shop with a legal description of Briggs Subdivision Lot #45 and PIN #04-10-01-408-009 known as 2120 Court Street

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

CITY DEPARTMENT REPORTS

Public Works Director Joe Wuellner and Code Enforcement Officer Ron Sieh presented the Inspections Department and gave Council an overview of what the department provides in services, the department

personnel, and the requirements of the building and permit process. They reminded the public that it is for life and safety reasons that permits are required and codes are enforced. A special Staff Meeting to receive input regarding the Landlord Registration draft ordinance was announced. On Wednesday, January 31, 2007, the public was invited to attend at 6:00 p.m. in City Hall Council Chambers. 5

New Business

Motion by Council Member Jones, seconded by Council Member Dagit, that the **SPECIAL USE REQUEST FOR DRIVE-THROUGH FOR GINA'S COFFEE SHOP 2120 COURT STREET** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Jones, seconded by Council Member Dagit, that the **SITE PLAN SUBMITTED FOR DRIVE-THROUGH FOR GINA'S COFFEE SHOP 2120 COURT STREET** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Jones, seconded by Council Member Dagit, that the **AGREEMENT WITH PEORIA MASS TRANSIT** commonly known as CityLink be approved. City Manager Dennis Kief introduced the three-year contract with 2 additional one-year options to provide municipal transportation service. He informed Council that to comply with Federal regulations to separate City bus and school bus funding and facilities it was necessary to choose from three options the most cost effective way to continue service to the community. Director of Transportation Greg Ranney answered Council questions. Council Member Blanchard expressed concern regarding the calculation of costs, fueling in City building, City personnel and changes in routes. The Manager was directed to initiate a staff policy that would stipulate any references in the contract to changes with City approval would have to be presented to Council. On roll call vote, all present voted Aye.

Motion by Council Member Jones, seconded by Council Member Dagit, that the **ONE YEAR BUS AGREEMENT WITH TAZEWEEL COUNTY RESOURCE CENTER** in the amount of \$125.00 per day, per bus, be approved. Council was informed that the annual agreement with TCRC to provide transportation service to the facility at 21310 Illinois Route 9 Tremont had two designated City buses. The agreement was delayed pending Federal review of bus operations and would be presented for renewal again in June. On roll call vote, all present voted Aye.

Motion by Council Member Dagit, seconded by Council Member Jones, that the **INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES WITH THE PEKIN HOUSING AUTHORITY** in the amount of \$25.00 per day per hour, be approved. Council was briefed that the Agreement with PHA provided protection of residents by uniformed, off-duty police officers. On roll call vote, all present voted Aye.

POLICY 12-06/07

AMENDED ECONOMIC DEVELOPMENT ADVISORY COMMITTEE CHARTER

Motion by Council Member Dagit, seconded by Council Member Blanchard, that Policy No. 12-06/07 be adopted. Proposed change would create ex-officio positions for Steve Brown, Economic Development Coordinator, Representative EDC Central Illinois, Tony Rolando, Illinois Department of Commerce and Economic Opportunity. Discussion followed. Council Member Blanchard raised questions as to the Manager chairing the Committee. Council Member Jones felt the charter needed revisions and expressed disapproval that members chosen did not have to be Pekin residents. Council Member Dagit recommended staggered terms. Mayor Mackaman expected concerns would have been discussed prior to the charter's final form. He asked that a motion offering an amendment embody all changes.

Motion by Council Member Maddox, seconded by Council Member Blanchard that the amendment to Policy No. 12 of the City of Pekin Economic Development Advisory Committee Charter be amended by

1. making the City Manager an ex-officio member
2. the chair shall be selected from among the voting members of the committee at their first regularly scheduled meeting
3. the Mayor shall appoint members to staggered terms of one (1), two (2), and three (3) years

On roll call vote, all present voted Aye.

Vote was then taken on the motion to adopt Policy 12 as amended. On roll call vote, all present voted Aye.

RESOLUTION NO. 182-06/07**APPOINTING MEMBERS TO THE ECONOMIC ADVISORY COMMITTEE**

Motion by Council Member Dagit, seconded by Council Member Blanchard, that Resolution No. 182-06/07 be adopted. Mayor noted the appointments would now have to reflect the amended Charter removing the City Manager as a committee appointee and the one-year terms staggered to 1, 2, 3. Motion was made by Council Member Maddox and seconded by Council Member Dagit to amend the resolution. On roll call vote, all present voted Aye. On roll call vote to adopt the amended Resolution No. 182-06/07, Ayes, Maddox, Blanchard, Dagit, and Mackaman; Nay, Jones. Motion Carried.

Motion by Council Member Maddox, seconded by Council Member Dagit, that the **INTERGOVERNMENTAL AGREEMENT WITH TAZEWELL COUNTY FOR ANIMAL CONTROL** be approved in the amount of \$40,459.00 contingent on approval and execution of the agreement by Tazewell County. Council Member Blanchard told the City Manager and Council that the City needed to take over the collection of stray animals in the City. Discussion followed on other options, costs, service issues. The Manager was asked to present more concrete analysis of options and expenses before next renewal. On roll call vote, all present voted Aye

Motion by Council Member Maddox, seconded by Council Member Blanchard, that the **MUNICIPAL ESTIMATE OF MAINTENANCE COSTS JANUARY 1M 2007 – APRIL 30, 2008** for 13 Street Department operations totaling \$1,116,525.00 be approved. Council was informed that operations included snow removal, lighting, signals. Expenditure provided in the budget. Submission to IDOT covers a period to allow reporting to coincide with City of Pekin Fiscal Year. On roll call vote, all present voted Aye

RESOLUTION NO. 183-06/07**IDOT RESOLUTION FOR MAINTENANCE OF STREETS
APPROPRIATING \$1,200,000.00 MFT FUNDS**

Motion by Council Member Maddox, seconded by Council Member Blanchard, that Resolution No. 183-06/07 be adopted. Appropriating \$1,200,000.00 MFT funds for maintaining Street Department operations. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard asked for the status of improvements to the railroad crossing on Koch Street. Pat Jones from the Canadian National Railroad informed the City that repair and maintenance was scheduled for the summer of 2007.

Council Member Dagit spoke of the initiative to seek relief from the CILCO rate increase by authorizing request for proposals to purchase electricity from other sources.

The City Manager Dennis Kief announced the second series of Employee Meetings would begin the week of January 29, 2007. He also reported on the status of the Derby Street TIF project for which staff has submitted a report documenting that 85% of the properties in the project area are older than 35 years.

Public Works Director Joe Wuellner informed the Council and the public of a staff conducted input meeting on proposed landlord registration on Wednesday, January 31 and informational meeting in Wednesday, February 7 both in the Council Chambers and at 6:00 p.m.

Christal Dagit 1413 Charlotte and Director of Tazewell County Historic Places Museum inquired about the status of tourism grants that were submitted in July of 2006 during which changes to the funding of the requests were taking place. She informed that Council that she had submitted new forms seeking reimbursement of moneys spent to attract people to Pekin after the event occurred.

Motion by Council Member Maddox, seconded by Council Member Blanchard, that Council move to Executive Session at 6:40 P.M. to discuss Acquisition of Real Estate 5 ILCS 120/2 (c.) 5. On roll call vote, all present voted Aye. The Council returned to open session.

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

COUNCIL ADJOURNED AT 6:54 P.M.

7

Sue E. McMillan
City Clerk

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8

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS
IN CONJUNCTION WITH A CITY STAFF MEETING FOR INPUT ON
LANDLORD REGISTRATION
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, IL 61554
ON WEDNESDAY, JANUARY 31, 2007 AT 6:00 O'CLOCK P.M.**

PRESENT: MAYOR MACKAMAN, COUNCIL MEMBERS DAGIT, AND BLANCHARD

ABSENT: COUNCIL MEMBER MADDOX AND JONES

Council received proper notice of a meeting because more than one member of the City Council had indicated an interest in attending the Public Input Meeting for Staff to receive comments on a draft ordinance requiring landlord registration on January 31, 2007. The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

Mayor Mackaman called the meeting to order at 6:00 p.m.

Roll was called. Council Members, Blanchard, and Dagit and Mayor Mackaman were present for Roll Call.

Members of the City Council observed the proceedings of a staff meeting intended to receive public input on proposals to add registration of rental houses and lots as a requirement in the Code. Public Works Director Joe Wuellner and Code Enforcement Officer Ron Sieh advised those in attendance that the staff would accept recommendations for registering property owners but the speakers would be limited to 5 minute comments. After listening to comments directed to a drafted ordinance containing fee schedules, that had been removed from the table, Council Members asked if the landlords represented had a consensus of support for just registration. Comments followed.

The Council took no action.

THE MEETING WAS CLOSED AT 8:04 P.M.

Sue E. McMillan
City Clerk

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**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS
IN CONJUNCTION WITH A SOUTHSIDE BUSINESS ASSOCIATION CANDIDATE FORUM
HELD AT THE EAGLES LODGE
274 DERBY STREET
PEKIN, IL 61554
ON TUESDAY, JANUARY 30, 2007 AT 6:30 O'CLOCK P.M.**

**PRESENT: MAYOR MACKAMAN, COUNCIL MEMBERS DAGIT, JONES, MADDOX, AND
BLANCHARD**

ABSENT: NONE

Council received proper notice of a meeting because more than one member of the City Council had indicated an interest in attending the SBA Forum on January 30, 2007. The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

Mayor Mackaman called the meeting to order at 6:45 p.m. after a SBA dinner meeting was conducted.

Roll was called. Council Members, Blanchard, Maddox, Jones and Mayor Mackaman were present for Roll Call.

Council Member Dagit entered the meeting at 6:50 p.m.

Members of the City Council observed the proceedings of the Forum where each candidate running for election to fill 5 vacancies, 4 for Council and 1 for Mayor introduced themselves. The following spoke on issues they face for election.

Mayor
Fran Oberle
R. David Tebben
William Toel

Council Member
John Abel
Chad E. Schmidgall
Roger Fardel
James E. Jim" Jones
Barbara A. Strand
Willaim A.R. Maddox
Neva L. Farson
Jason Juchems
Brian A. Graham
John W. Gay
Harvey F. Richmond

The Council took no action.

THE MEETING WAS CLOSED AT 8:04 P.M.

Sue E. McMillan
City Clerk



TPCCC MONTHLY STATISTICAL REPORT

Month JANUARY 2007

Number of phone calls received 22,480

Number of 9-1-1 Calls 1485

Number of calls dispatched (all agencies) 3818

*= Included in total # of calls received

Additional Comments:

Steven F. Thompson, ENP
Director

Electrical Commission
Minutes
2/1/2007

1. Present at the meeting Mr. Don Erps, Mr. Mike Fisher, Mr. Ed Ghelardini, Mr. Gene Lindholm, Mr. Pete Lard and Mr. Mark Reeder.
2. Interview Mr. Barry Shearer for Electrical Contractor Exam. The commission decided at this time Mr. Shearer currently does not meet the requirements to take the exam. Mr. Reeder will notify Mr. Shearer of the finding.
3. Interviewed Mr. Kenneth Kellem for Electrical Contractor Exam. The commission decided that Mr. Kellum currently meets all the requirements to take the exam. Mr. Reeder will contact Mr. Kellum and administer the exam at a later date.
4. Interviewed Mr Thomas Kinzer for Electrical Contractor Exam. The commission decided that Mr. Kellum currently meets all the requirements to take the exam. Mr. Reeder will contact Mr. Kinzer and administer the exam at a later date.
5. Interviewed Mr. Ben Fawcett for Electrical Contractor Exam. The commission decided that Mr. Kellum currently meets all the requirements to take the exam. Mr. Reeder will contact Mr. Fawcett and administer the exam at a later date.
6. Discussed sending applicants for electrical contractor exam to International Code Council. Mr. Reeder will get required form signed and send it in.
7. Discussed city dropping required bond for electrical contractors. Some commission members felt the commission should have been included in this decision.

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR JANUARY 2007

	JANUARY 2006	DECEMBER 2006	JANUARY 2007
TRAFFIC TICKETS	406	285	479
WARNING TICKETS	453	328	407
OFFENSES	343	435	434
ARRESTS	230	172	221
PARKING TICKETS	951	328	742
STOPS	925	702	832

Breakdown of Parking Tickets

Abandoned Vehicle	4	2	3
Fire Lane	4	0	4
No Parking Light	647	107	363
Handicapped	13	11	8
Improper Parking	24	12	19
Restricted Parking	241	176	308
No Parking Zone	10	15	22
Fire Hydrant	0	2	2
Meter Violation	1	3	14
TOTAL	951	328	328

Inspection Meeting
February 7, 2007

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

1. Dave V. – stated that things are going well and he is getting back into things following his trip to Italy.
2. Dave S. – stated everything was going pretty good. Asked if everyone was seeing toters left at the curb. Everyone stated that they had seen them out and it was agreed that until the weather breaks they would let this issue go for a while.
3. Mark R. – stated he is still doing the JULIE work for streetlights in those areas where the wires are buried. Locating traffic signal loops will have to be done by IDOT or one of their contractors since it takes a special instrument. Ameren/CILCO now has a contractor doing all locates for them both gas and electric but they will not do streetlights or signals.
4. Morris S. – everything is going pretty good. He received a call from the State Inspector about Bathrooms Plus and work they had done in town. There has been an issue with this company and Morris was asked to send all the information on the project done recently here that was not done according to code and the State will prosecute because of problems they are having in this area with this firm. He has all but 12 businesses up to date on the grease trap inspections and documentation but said that these 12 are working on getting into compliance.
5. Ron S. – informed everyone of the public meeting tonight on stormwater & erosion control code. Let everyone know that Mark has set up a spreadsheet to track signs and vehicles, that the new permit program is now functional and that everyone needs to learn how to use it, and that there was still some issues with the code enforcement portion of the program that he is trying to get corrected. He is continuing to work on the rental property registration code. Asked that a list of contractors who have not renewed their registration/license for this year be made and each person is to follow up on their respective contractors.
6. Juanita – updated everyone on the status of home occupation registrations. There are 6 locations no longer in business and about 10 who have not responded. She will notify these people to get current or they will have to go through the registration process again.
7. Joe W. – mention the public meeting at 6pm tonight. Gave update on right of way acquisition for the Broadway – Parkway project and the codes currently being considered or revised.

NOTE:

Next meeting February 21, 2007

BUILDING REPORT 2007

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS	
JANUARY	6.00	\$1,096,940	2.00	\$1,600	1.00	\$1,000	15.00	\$204,945	3.00	\$9,000	\$1,313,485	27.00
FEBRUARY											\$0	0.00
MARCH											\$0	0.00
APRIL											\$0	0.00
MAY											\$0	0.00
JUNE											\$0	0.00
TOTAL C.M.D.G.												
JULY										\$0	0.00	
AUGUST										\$0	0.00	
SEPTEMBER										\$0	0.00	
OCTOBER										\$0	0.00	
NOVEMBER										\$0	0.00	
DECEMBER										\$0	0.00	
TOTAL 2007												
YEAR	0	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
FEBRUARY 2, 2007
CITY HALL CONFERENCE ROOM

PRESENT: Tim Gillespie, Denny Kief, Chuck Lauss, Dave Pagliaro, Joe Wuellner, and Joe Berardi. Also present was Tammy Martin, and Lee Ann Wrhel.

The meeting was called to order by Chairman Chief Tim Gillespie.

Unfinished and Old Business:

1. *One Hour Parking around Court Street*

Bill Fleming, Chamber of Commerce was present at the meeting. At this time the parking rules will remain the same, stricter enforcement will be in place. The City Manager will make contact with County Administration. Parking time zone enforcement will be increased.

New Business:

1. *Intersection of 8th & Sheridan*

Mike Rusha, President of Cobbler Corner, 1245 N. 8th Street presented a request for a guardrail to protect his business. This is a private property issue. The property owner will need to present a site plan to the City before he installs a barrier.

2. *Fayette Street Traffic Counts*

Fayette Street will remain one way. Tickets will be issued for driving the wrong way. "No Parking" signs will be replaced with "Do Not Block Driveway" signs.

3. *S. 8th at Derby Street*

Dave Shallenberger addressed a concern regarding vehicles parked too close to Derby Street on the south side of S. 8th Street. Street Department will install "No Parking Here to Corner" signs.

Around the Table:

Joe Berardi

Issues regarding parking in yards and blocking sidewalks. Committee suggests citizens call in specific concerns to Joe or City. Police will address the situation. Chief will direct Patrol to monitor.

Thank you to Street Dept. for raising the street sign at 17th and Broadway. No longer blocking view.

Joe Wuellner

Joe will contact the State to request signs on the mast arms of the intersection of Court Street and Commercial Drive to identify Commercial Drive.

Chuck Lauss

Discussion of stop signs on privately owned property.

A letter should be sent to Menard's from Traffic Safety Committee requesting installation of stop signs on their property. On February 4, 2007 stop signs were located at each exit of the Menard's parking lot at Veteran's Drive.

Future site plans will include a requirement for the installation of stop signs.

Chris Carlton, 254 Derby Street entered the meeting. He has a concern with a neighbor parking on both sides of his driveway for extended periods of time. He is unable to safely exit his driveway. The committee will check the area and get back to him.

Respectfully Submitted,
Lee Ann Wrhel

NEXT MEETING MARCH 2, 2007 @ 8:30 A.M.



Foundation of America

Illinois Chapter, Inc.

CENTRAL ILLINOIS BRANCH

P.O. Box 791

PEKIN, ILLINOIS

61555-0791

TELEPHONE: 309.353.4357

CHICAGO: 800.2.LUPUS.2

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WWW.LUPUSIL.ORG

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Cathy Buchanan, *Vice President*

Carri Miller, *Secretary*

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Al Boehle

Glenda Bailey

Nita Edwards

Jane Harris

Monica Russell

Phyllis Troyer

Jodi Washkowiak

Kimberly Williams

Hedy Willis

ANNUAL PAT NOHL MEMORIAL WALK

Earl and Phyllis Troyer, *Chairs*

AREA REPRESENTATIVES

Judy Brandon, *Creve Coeur*

Cathy Buchanan, *Bartonville*

Jan Hornback, *Pekin Area*

Jeanni Hoffman, *Raonoke-Eureka*

Kelly Larson, *Monticello*

Betty Sanderson, *Monmouth*

MEDICAL ADVISORY BOARD

Carl Soderstrom, M.D., *Chairman*

Alphonse Masi, M.D.

Edward Voss Jr.

January 29, 2007

Honorable Mayor Frank Mackaman
 111 South Capitol
 Pekin, IL 61554

RE: 2007 Pekin Tag Day
 Friday, October 5, 2007

Our Central Illinois Lupus Foundation is, again this year, asking for permission to hold our Annual Pekin Tag Day the first Friday of October, which is October 5th this year.

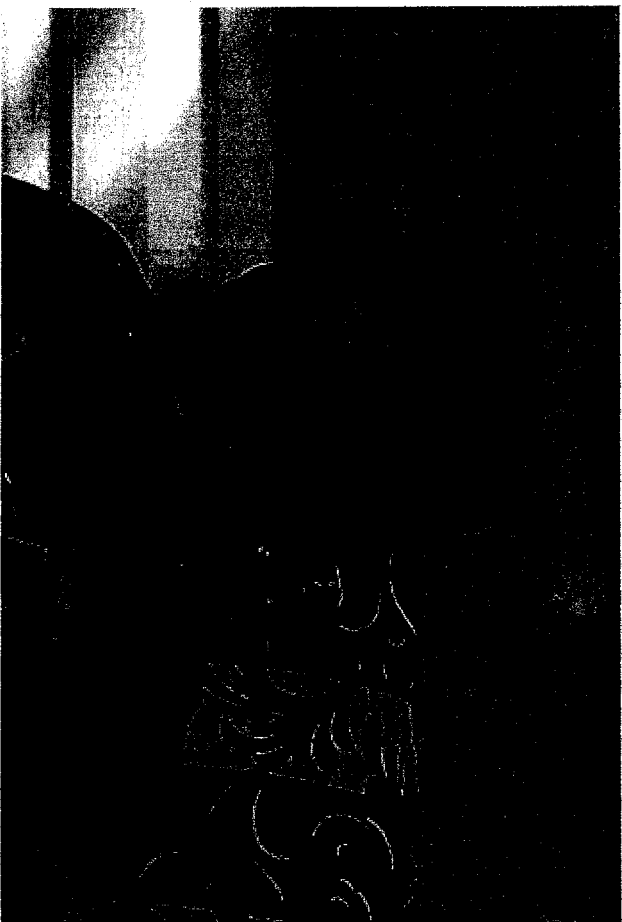
Pekin Tag Day has been a good event to not only raise funds to help our "branch", but also to hand out information about lupus, the "least known of the major diseases".

We appreciate your consideration of this request.

Sincerely

Carri Miller
 Secretary

Benefit for Paula Reed



Paula Reed was diagnosed with Metastatic Breast Cancer and Lung Carcinoma on 10-05 at the age of 49. Her first chemo was on 11-05. Due to medical expenses there will be a benefit at the Eagles Lodge at 274 Derby St. on March 31st 2007 from 12:00pm to ?.

Spaghetti dinner from 2:00 pm to 4:00 pm.
Donations are welcome.

LORI SMITH 267-3152 cell
1422 SO. 9TH ST 697-1300 WORK
PEKIN, IL

Patty Killion 347-8743

Vicki Allen 968-4403

Cindy Counterman 347-8186

Joetta Miller 353-4268

Debbie Cooper 346-2552

RESOLUTION NO. 184-05/06

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 Riverway Business Park Review Committee and for a term set opposite their names.

STEVE BROWN
111 SOUTH CAPITOL STREET
477-2300

TERM ENDS NOVEMBER 23, 2009

DENNIS KIEF
111 SOUTH CAPITOL STREET
477-2300

TERM ENDS NOVEMBER 23, 2009

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 12th day of February, 2007.

MAYOR PRO-TEM DAGIT

ATTEST:

CITY CLERK

RIVERWAY BUSINESS PARK REVIEW COMMITTEE

STEVE BROWN TERM ENDS NOVEMBER 23, 2009
111 SOUTH CAPITOL STREET
477-2300

DENNIS KIEF TERM ENDS NOVEMBER 23, 2009
111 SOUTH CAPITOL STREET
477-2300

DONALD HILD TERM ENDS NOVEMBER 23, 2008
PEKIN PLANNING COMMISSION
111 SOUTH CAPITOL STREET
477-2300

JERALD HALL TERM ENDS NOVEMBER 23, 2008
EXCALIBUR SEASONING
1800 RIVERWAY DRIVE
347-1221

RICHARD DANIEL TERM ENDS NOVEMBER 23, 2007
HANNA STEEL
220 HANNA DRIVE
478-3800



Illinois Department of Transportation

Memorandum

To: Charles J. Ingersoll, Engineer of Local Roads & Streets
From: Joseph E. Crowe
Subject: Local Agency Agreement for Federal Participation*
Date: January 19, 2007

City of Pekin
Tazewell County
Section 02-00166-01-LA
Project No. ST - 4444 (444)
Job No. R-94-005-06
VFW Road - IL 29 to west of IL 9

Attached are three (3) copies of the form BLR-05310, Local Agency Agreement for Federal Participation, all with original signature of the City Mayor.

The District has reviewed this submittal and recommends the Department execute the agreement. Please call if you have any questions or need additional information.

A handwritten signature in black ink, appearing to read 'Joe Crowe', written over a horizontal line.

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

KLP/vaf

S:\GEN\WINWORD\Park\Agreement05310\BLR05310AgrmtMemoPekin02-00166-01-LA.doc

Attachments

cc: Public Works Director (J. Wuellner)
CBLR&S (D. Jarvis)
File

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Pekin	State Contract	Day Labor	Local Contract	RR Force Account
	Section 02-00166-01-LA	Fund Type State Road Funds	ITEP Number 4102190004		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-94-005-06	

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name VFW Road Route FAU 6768 Length 3.84 miles
 Termini Sta. 600+00 to Sta. 802+50; Mall Road to Illinois Route 29.

Current Jurisdiction City of Pekin Existing Str. No N/A

Project Description

Land acquisition for improvement from Commercial Drive to Illinois Route 29.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	(	)	(	)	(	)	
Non-Participating Construction	(	)	(	)	(	)	
Preliminary Engineering	(	)	(	)	(	)	
Construction Engineering	(	)	(	)	(	)	
Right of Way	(	)	100,000	(*	)	BAL	100,000
Railroads	(	)	(	)	(	)	
Utilities	(	)	(	)	(	)	
TOTAL	\$		\$	100,000	\$		\$ 100,000

* NTE \$100,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.

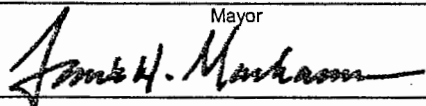
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Frank H. Mackaman

Title City of Pekin Mayor

Signature 

Date 1.10.2007

TIN Number 37-6002169

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Illinois Department of Transportation

Memorandum

To: Charles J. Ingersoll, Engineer of Local Roads & Streets
From: Joseph E. Crowe
Subject: Local Agency Agreement for Federal Participation*
Date: January 19, 2007

City of Pekin
Tazewell County
Section 02-00166-01-EG
Project No. ST - 4444 (444)
Job No. D-94-030-07
VFW Road - IL 29 to west of IL 9

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

KLP/vaf

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Attachments

cc: Public Works Director (J. Wuellner)
CBLR&S (D. Jarvis)
File

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Pekin	State Contract	Day Labor	Local Contract	RR Force Account 29
	Section 02-00166-01-EG	Fund Type SRF2	ITEP Number 4102190002		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-94-030-07			

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name VFW Road Route FAU 6768 Length 3.84 miles
 Termini Sta. 600+00 to Sta. 802+50; Illinois Route 29 to Mall Road

Current Jurisdiction City of Pekin Existing Str. No N/A

Project Description

Preliminary engineering for improvement from Illinois Route 29 to Commercial Drive.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()	400,000	(*)		(BAL)	400,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$		\$ 400,000		\$		\$ 400,000

* NTE \$400,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
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 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
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- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement ³¹ prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
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 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
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- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
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- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1– Location Map

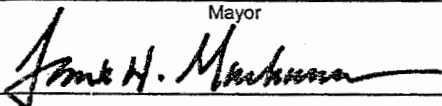
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Frank H. Mackaman

Title City of Pekin Mayor

Signature 

Date 1.10.2007

TIN Number 37-6002169

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 9th day of January, 2007, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File: P-9048

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

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

WITNESSETH:

1. In consideration of a one time fee of \$750.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 12" PVC sanitary sewer in a 20" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Mile Post 9.77 in Pekin, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications.
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights of Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

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

Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 11 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3 feet below natural ground, measured from top of ground to top of pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.
7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within one hundred eighty (180) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.
8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

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

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 180 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its

officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
13. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party one hundred eighty (180) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.
14. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
15. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

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

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

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

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

ILLINOIS CENTRAL RAILROAD COMPANY

By:

Paul E. Ladue

Paul E Ladue – Region Director Contract and Administration

CITY OF PEKIN

By:

Don Kuf, City Manager

Name and Title



www.cn.ca

United States Region

Hardy L. Taylor Jr.
Technical Services Engineer

1920 Marion Avenue
Mattoon, Illinois 61938
T 217-238-2443
F 217-238-2444

Mattoon, Illinois
December 21, 2006

To: Daryl Lang
From: H. Taylor Jr.
Subject: Proposed Sewer line License
City of Pekin
Peoria Sub, MP 9.77
Pekin, Illinois
File P-9048

I have inspected the area, for installation of a 12" sewer lines in 20" casing at the above noted location. There are no local Engineering objections for the installation under the tracks.

There are underground signal facilities within the construction area that must be located prior to the installation. Signal Supervisor must be contacted 72hrs. prior to installation. A flagman is required for this installation.

Hardy Taylor
Technical Services Engineer

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT **40**
 Complete this form and return it along with a **COPY OF YOUR PLAT, LEGAL DESCRIPTION AND DETAILED CROSS SECTIONS** and a non-refundable preparation fee of \$750 made out to CN.

DATE: 12-11-06

1. Owner/Applicant Information

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

Authorized Representative: Joseph W. Wuellner Title Public Works Director

Phone Number: 309-477-2300 Fax Number 309-346-2095 Email jwuellner@ci.pekin.il.us

2. Location Of Pipeline

Pipeline Location Mile Post: 9 plus 4080 feet (if parallel)
 to Mile Post: plus feet

At or Near City of Pekin, IL (Name of City, Town, Village)

3. Commodity to be transmitted in pipe line: Sanitary Sewer

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

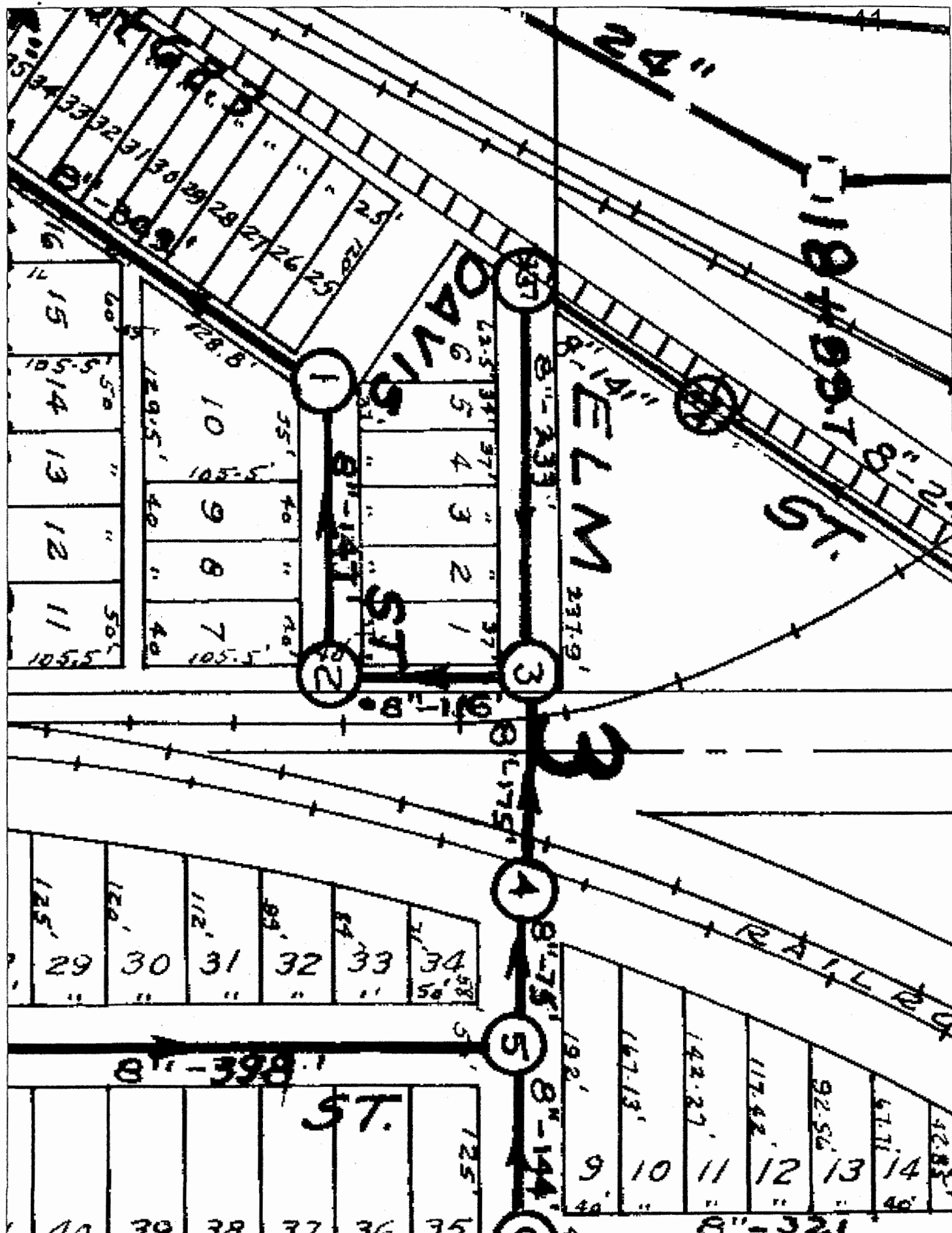
4. Pipe Data

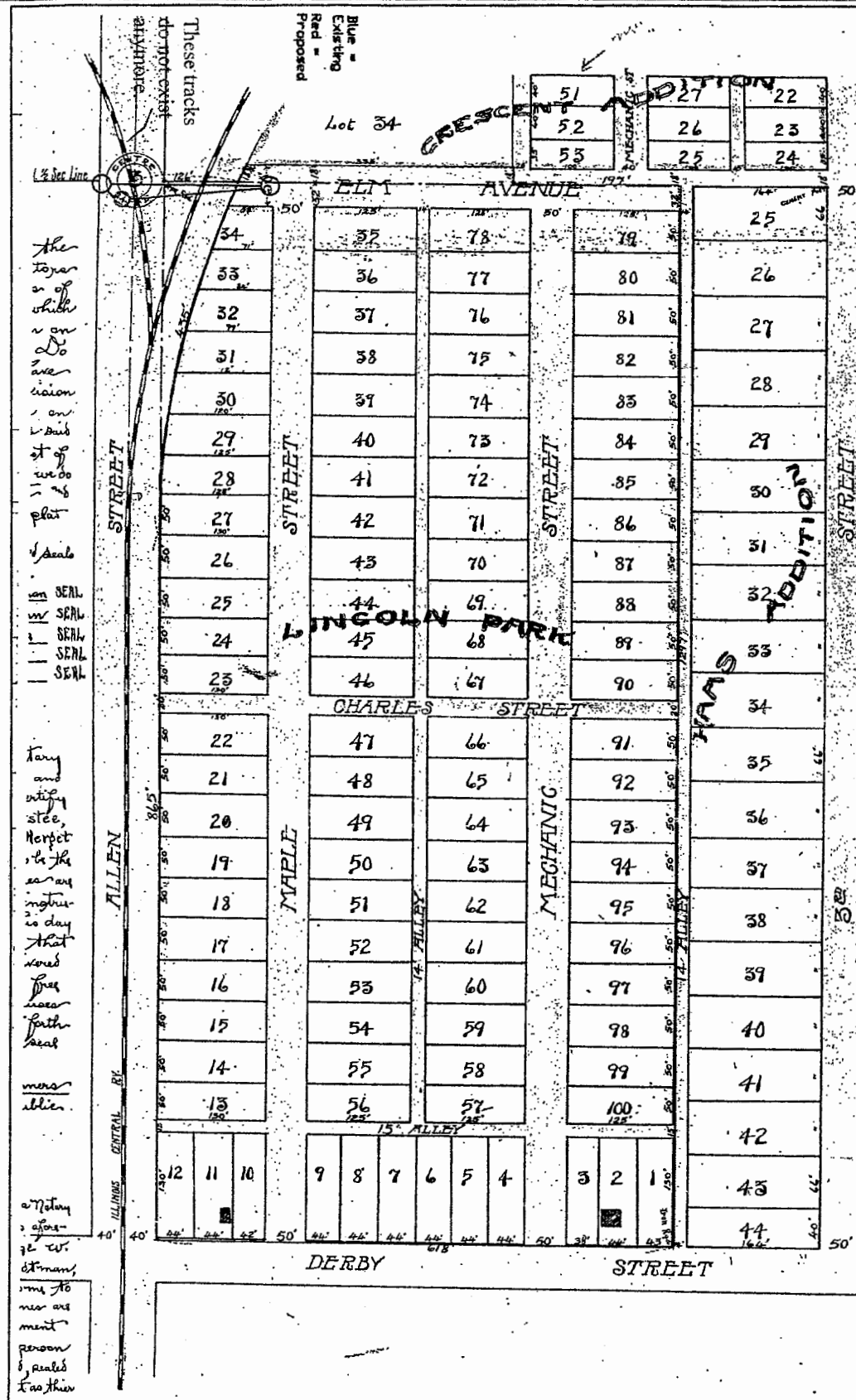
CARRIER PIPE

CASING PIPE

A. Inside Diameter:	<u>11.54"</u>	<u>19.25"</u>
B. Outside Diameter:	<u>12.50"</u>	<u>20.00"</u>
C. Wall Thickness:	<u>0.481"</u>	<u>0.375"</u>
D. Pipe Material:	<u>PVC</u>	<u>Steel</u>
E. Specification/Grade or class:	<u>SDR26</u>	<u>Grade B/Casing Grade</u>
F. Min. Yield Point of Material	<u>N/A</u>	<u>35,000psi</u>
G. Process of Manufacture	<u>Extruded</u>	<u>Welded</u>
H. Name of Manufacturer	<u>North American Pipe Co.</u>	<u>Used</u>
I. Type of Joint	<u>Push On W/Rubber Gasket</u>	<u>Welded</u>
J. Working Pressure	<u>N/A</u>	<u>N/A</u>
K. Maximum operating pressure in pipeline: <u>0</u> - gravity flow (psi by gauge)		
L. Length of Casing pipe: <u>80</u> Feet		
M. Will casing pipe/uncased carrier pipe be cathodically protected: <u>No</u>		
N. Hydrostatic pressure carrier pipe will be tested with before using <u>N/A</u> (psi)		
O. Will casing pipe be vented? <u>No</u> Size: <u> </u>		
P. Will casing pipe/uncased carrier pipe have a protective coating? <u>Yes</u> Type: <u>Painted</u>		
Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground <u>11</u> feet. (Minimum at closest point)		
R. Method of installing casing pipe /uncased carrier pipe <u>Dry Bore</u> (dry bore & jack, tunnel, other – specify)		

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





Plot of
situate in E
W. of the 3rd
more
laws, to wit:
Comme
line of the c
way 126 feet
S - James
335 feet to E
Addition -
Corner of L
Pekin, Ill
to N. W. cor
South 1297 f
Addition -
North line of
of Allen St
435 feet along
Illinois Co
Being po
Sec 3-24-5
of the Court
Addition

CHARLES ST.
This Co
18th, 1916, S
tract of land
the same in
2 Allotment
to attached
Park Addition
Ill.

State of Ill
Jagwell Co
Park of the
that the ab
Park Addition
Council of the
meeting held
April 24th 0
In wit
act my the
City of Pea
A.D. 1916.



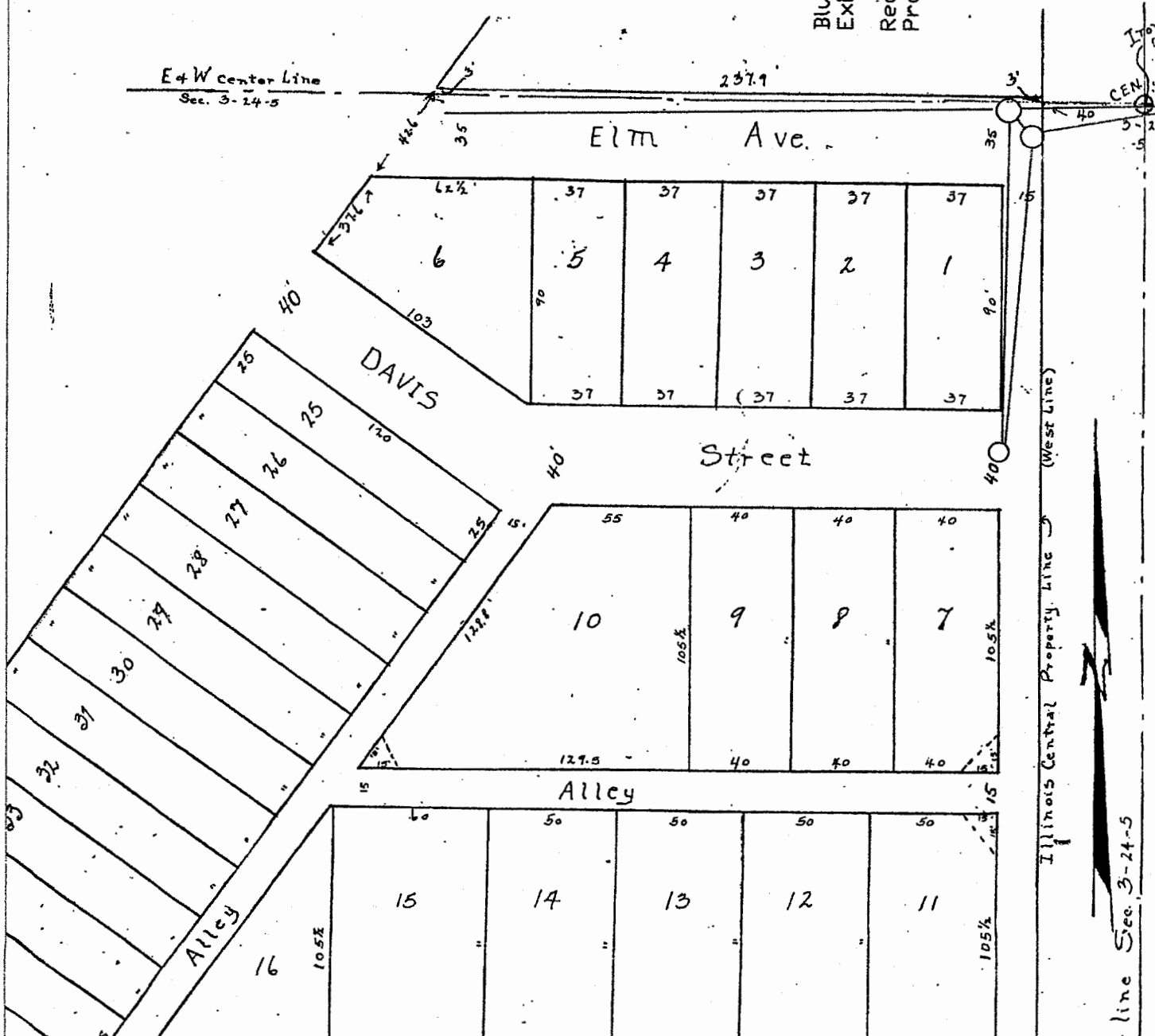
KS ADDITION

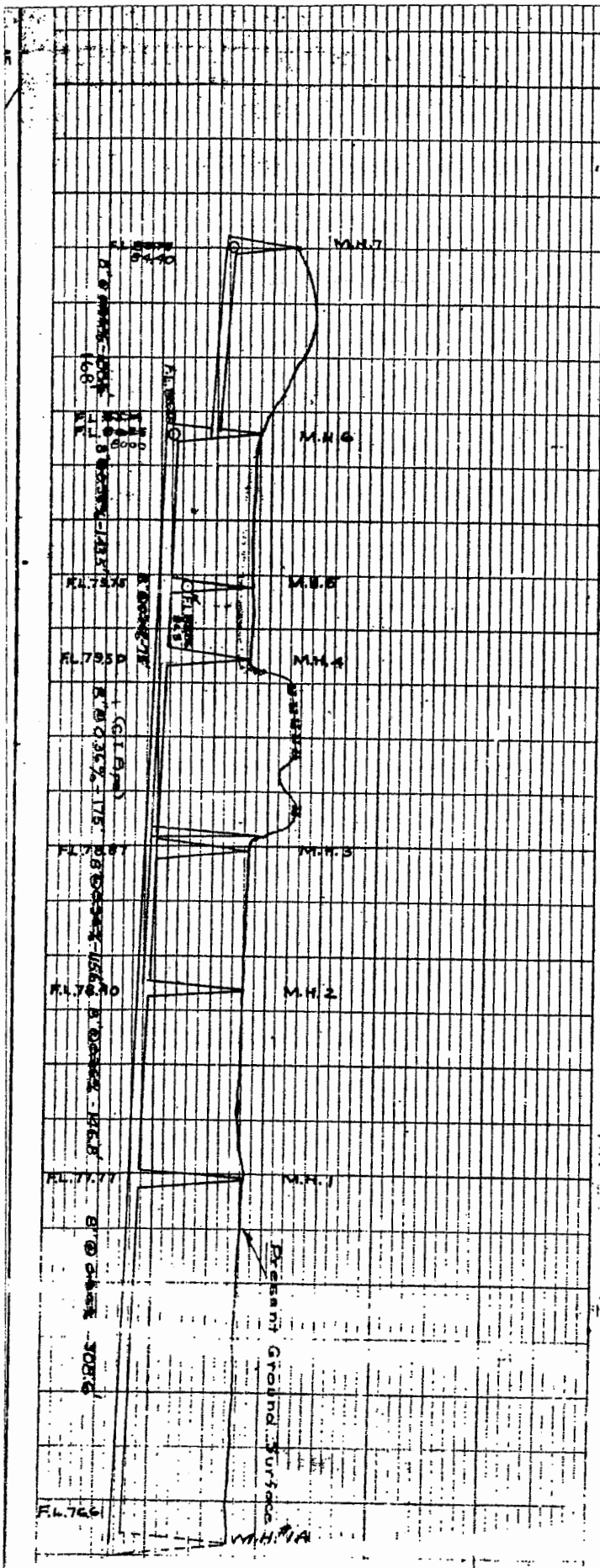
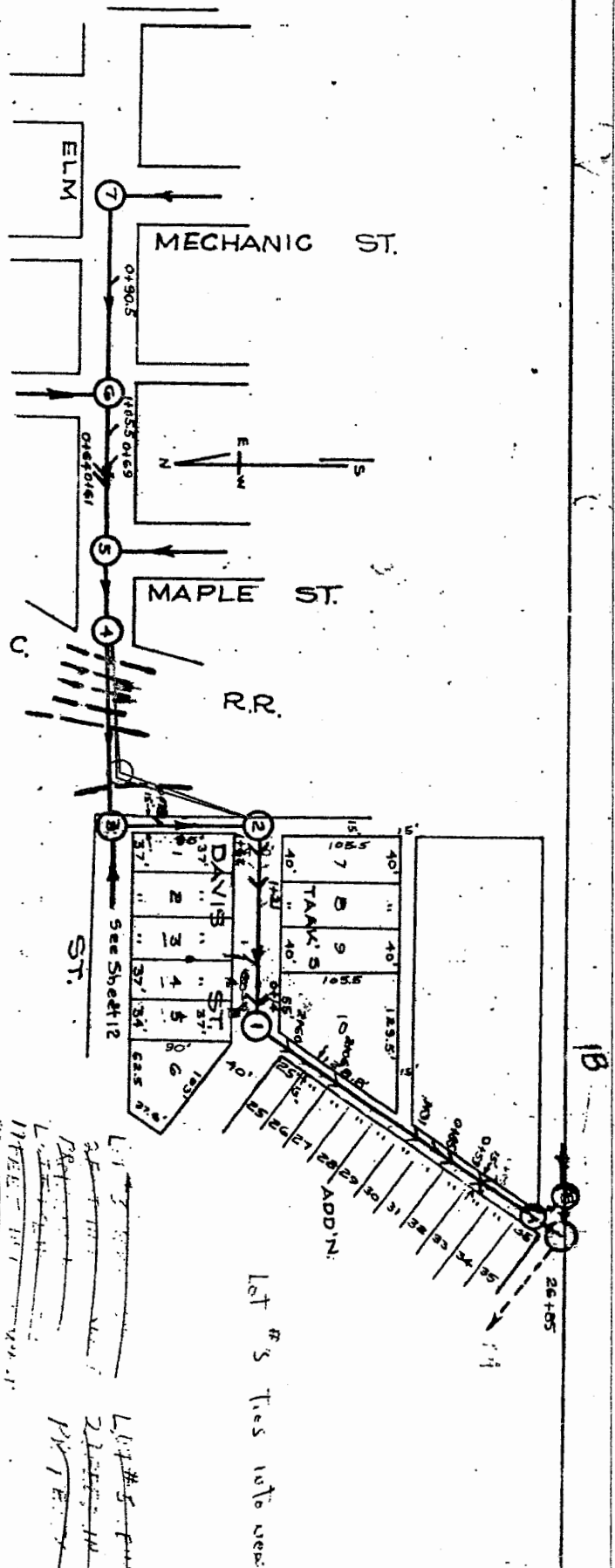
THE CITY OF PEKIN, ILL.

E 1" = 50'

E.W. Fitzgerald
SURVEYOR.

Blue =
Existing
Red =
Proposed







www.cn.ca

Southern Region

Daryl Lang
Engineering Support Officer

2800 Livernois Rd
Troy, MI 48083
T 248-740-6545
F 248-740-6550

45

City of Pekin
M. P. 9.77
Pekin, IL

January 25, 2007
Contract No. P-9048

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

Attached hereto for your files is executed copy of the above-described agreement.

Before any construction can begin, you must call Tom Tucker (248-740-6227) at least five (5) working days before commencing work.

Yours truly

Daryl Lang
Engineering Support Officer



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ROCK ISLAND DISTRICT, CORPS OF ENGINEERS
CLOCK TOWER BUILDING - P.O. BOX 2004
ROCK ISLAND, ILLINOIS 61204-2004

46

<http://www.mvr.usace.army.mil>

January 29, 2007

Operations Division

SUBJECT: CEMVR-OD-P-2007-139

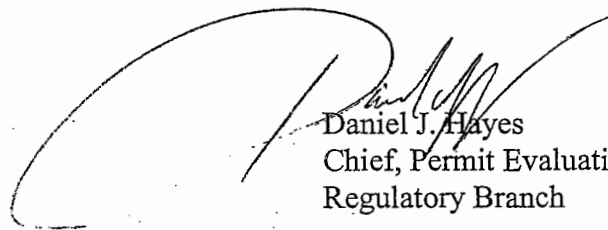
TO ALL INTERESTED PARTIES:

Enclosed are copies of an application, plans, and related material from an applicant requesting a Department of the Army (DA) authorization under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Please review the enclosed material and provide us with any comments you may have pertaining to the project. If you do not respond within 15 days from the date of this letter, we will assume you have no objections to the work, and we will proceed with finalizing our public interest decision for this application.

Should you have any questions, please contact our Regulatory Branch by letter, or telephone Mrs. Charlene Cole, 309/794-5009.

Sincerely,



Daniel J. Hayes
Chief, Permit Evaluation Section
Regulatory Branch

Enclosures

SUBJECT: CEMVR-OD-P-2007-139

Distribution List:

Federal

- X Mr. Kevin Pierard, Chief
WW-16J
Water Quality Branch
US Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, Illinois 60604
- Ms. Margaret Stockdale, Chief
Water Resources Protection Branch
US Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, Kansas 66101
- X Mr. Richard C. Nelson, Field Supervisor
U.S. Department of the Interior
Fish and Wildlife Service
Rock Island Field Office (ES)
4469 48th Avenue
Rock Island, Illinois 61201
- Mr. Rick L. Hansen, Field Supervisor
U.S. Department of the Interior
Fish and Wildlife Service
Division Ecological Services
608 East Cherry Street, Room 207
Columbia, Missouri 65201

Other

- Ms. Lynn Muench
American Waterways Operators
1113 Mississippi Avenue
Suite 108
St. Louis, Missouri 63104
- Mr. Samuel S. Dickey
River Industry Action Committee
American Commercial Barge Line, LLC
1701 East Market Street
Jeffersonville, IN 47130-4717

State of Iowa

- Ms. Lavon Grimes, R&C Coordinator
State Historic Society of Iowa
600 East Locust
Des Moines, Iowa 50319-0290
- Ms. Christine Schwake
Iowa Department of Natural Resources
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319-0034

State of Illinois

- X Mr. Bob Coomer, Director
Illinois Historic Preservation Agency
Old State Capitol Building
Springfield, Illinois 62701
- X Mr. Robert W. Schanzle
Ofc of Realty/Environmental Planning
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
- Mr. Bruce Yurdin, IL EPA
Watershed Management Section
Permit Section # 15
1021 North Grand Avenue East
PO Box 19276
Springfield, Illinois 62794-9276

Other

- X Mr. Darren Melvin
Illinois River Carriers Association
c/o Material Service Corporation
PO Box 7038
Romeoville, Illinois 60446
- X Mr. Quent Harris
Chairman, Captains' Committee
Illinois River Carriers
c/o B & H Towing Company
PO Box 2635
Paducah, Kentucky 42002

-3-

SUBJECT: CEMVR-OD-P-2007-139
Distribution List: (Continued)

St. Paul District

- U.S. Army Engineer District, St. Paul
Department of the Army
190 5th Street East
St. Paul, Minnesota 55101-1638
- Mississippi River Project Office
Fountain City Service Base
431 North Shore Drive
Fountain City, Wisconsin 54629-0397
- Mississippi River Project
Natural Resource Section
1114 South Oak Street
La Crescent, Minnesota 55947

U.S. Coast Guard

- Commander (oan)
Eighth Coast Guard District
Hale Boggs Building
501 Magazine Street
New Orleans, Louisiana 70130-3396
- Commander
U.S. Coast Guard Group
Upper Mississippi River
300 Main Street, Suite 500
Keokuk, Iowa 52632
- X U.S. Coast Guard
Shore Side Detachment
Foot of Washington Street
Peoria, Illinois 61611
- X Supervisor
U.S. Coast Guard
Marine Safety Detachment
Rock Island Arsenal
P. O. Box 3220
Rock Island, Illinois 61204-3220

Adjacent Landowners and/or Interested Parties

Ken Coulter
STS Consultants, Ltd
111 NE Jefferson Avenue
Peoria, Illinois 61602-----

Illinois Dept of Transportation District 4
401 Main Street
Peoria, Illinois 61602

Pekin and LaMarsh Drainage District
P.O. Box 875
Pekin, Illinois 61555

Public Notice 2007-139, City of Pekin, Peoria Co., IL

The Corps did not consult with the District geographic information systems (GIS) archeological site and survey databases for this permit area. The permit is for a minor dredging of recent sediment, installation of a floating dock anchored by cables and/or pipes driven into river bed, and improvements associated with the existing parking area. Based on this information, the Corps finds that issuance of this permit will have no effect on historic properties because "the nature, scope, and magnitude of the work, and/or structures to be permitted are such that there is little likelihood that a historic property exists or may be affected" (33 CFR Part 325, Appendix C.3.b).



STS CONSULTANTS

STS Consultants, Ltd.
111 N.E. Jefferson Avenue
Peoria, Illinois 61602

voice (309) 676-8164
fax (309) 676-5445
web www.stsconsultants.com

January 18, 2007

Mr. Wayne Hannel
US Army Corps of Engineers
Rock Island District
Clock Tower Building
P.O. Box 2004
Rock Island, IL 61204-2004

RECEIVED

JAN 22 2007

CEMVR-OD-P

Attn: Ms. Charlene Cole

RE: City of Pekin – Boat Dock Improvement
STS Project No. 8-30409

Dear Mr. Hannel:

Please find enclosed one copy of the Joint Permit Application (NCR form 426) for the above project. This application has been revised from a previous submittal which was withdrawn. We believe this application will be compatible with barge traffic and will reduce recreational traffic across the Illinois River.

Please process this permit and feel free to call me at (309) 676-8464 if you have any questions.

Thank you for your assistance.

Sincerely,

STS CONSULTANTS, LTD.

Kenneth M. Coulter, P.E., L.S.
Project Manager

KMC/cjj

Enclosure

cc: IEPA
IDNR/OWR

File: L:\830409\DOC\CORPS 1-6-07.DOC

JOINT APPLICATION FORM

51

RECEIVED

JAN 22 2007

1. Application Number (to be assigned by Agency)		2. Date 5 01 2007 Day Month Year		3. For agency use only (Date received)	
4. Name and address of applicant City of Pekin 111 S. Capitol Street Pekin, Illinois		5. Name, address, and title of authorized agent Ken Coulter STS Consultants, Ltd 111 NE Jefferson Avenue Peoria, IL 61602		CEMVR-OD-P	
Telephone no. during business hours (309) 477-2300 include area code (309) 477-2328 (fax)		Telephone no. during business hours (309) 676-8464 include area code (309) 676-5445 (fax)			
6. Project Description and Remarks: Describe in detail the proposed activity, its purpose, and intended use. Also indicate the drainage area at the watershed to the downstream limit. Use attachments if needed. Construct one floating docks parallel to the Illinois River and construct an access gangway for the docks, resurface the existing parking lot and install guardrail along the north side of the parking lot. Dredging of an area approximately 100 feet by 100 feet, 5 feet deep for an approximate total of 1100 cubic yards. Excess material will be disposed of legally offsite. Other minor collateral work includes grading and patching on the parking area. The drainage area is limited to the immediate area of the parking lot. The project is located on the west bank of the Illinois River near the Illinois Route 9 bridge.					
7. Names, addresses, and telephone numbers of all adjoining and potentially affected property owners, including the owner of the subject property if different from applicant. Illinois Department of Transportation Pekin and LaMarsh Drainage District District 4 P.O. Box 875 401 Main Street Pekin, Illinois 61555 Peoria, Illinois					
8. Location of activity Illinois River Name of waterway at location of the activity Pekin Dike Road Near Illinois Route 9 Bridge Address: Street, road, or other descriptive location Pekin, Illinois In or near city or town Peoria County		Legal Description: NW 24 7 N 7 E 3 RD 1/4 Sec Twp. Rge P.M. UTM (Universal Transverse Mercator): If available Zone North East City of Pekin Name of Local Governing Community Illinois 61554 State Zip Code			
9. Date activity is proposed to commence Spring 2007		Estimated Time of Construction 2 months			
10. Is any portion of the activity for which authorization is sought now complete? Yes No X		If answer is "Yes" give reasons in item 6. Month and Year the activity was completed Indicate the existing work on drawings.			
11. List all approvals or certifications required by other federal, interstate, state, or local agencies for any structures, construction, discharges, deposits, or other activities described in this application. If this form is being used for concurrent application to the Corps of Engineers, Illinois Department of Natural Resources, and Illinois Environmental Protection Agency, these agencies need not be listed. Issuing Agency Type of Approval Identification No. Date of Application Date of Approval					
12. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?		Yes	No	X	(If "Yes", explain in item 6.)
13. Application is hereby made for authorizations of the activities described herein. I certify that I am familiar with information contained in the application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.		Signature of Applicant or Authorized Agent Kenneth M. Coulter - STS Consultants, (agent) Typed or Printed Name of Applicant or Authorized Agent			

NCR FORM 426

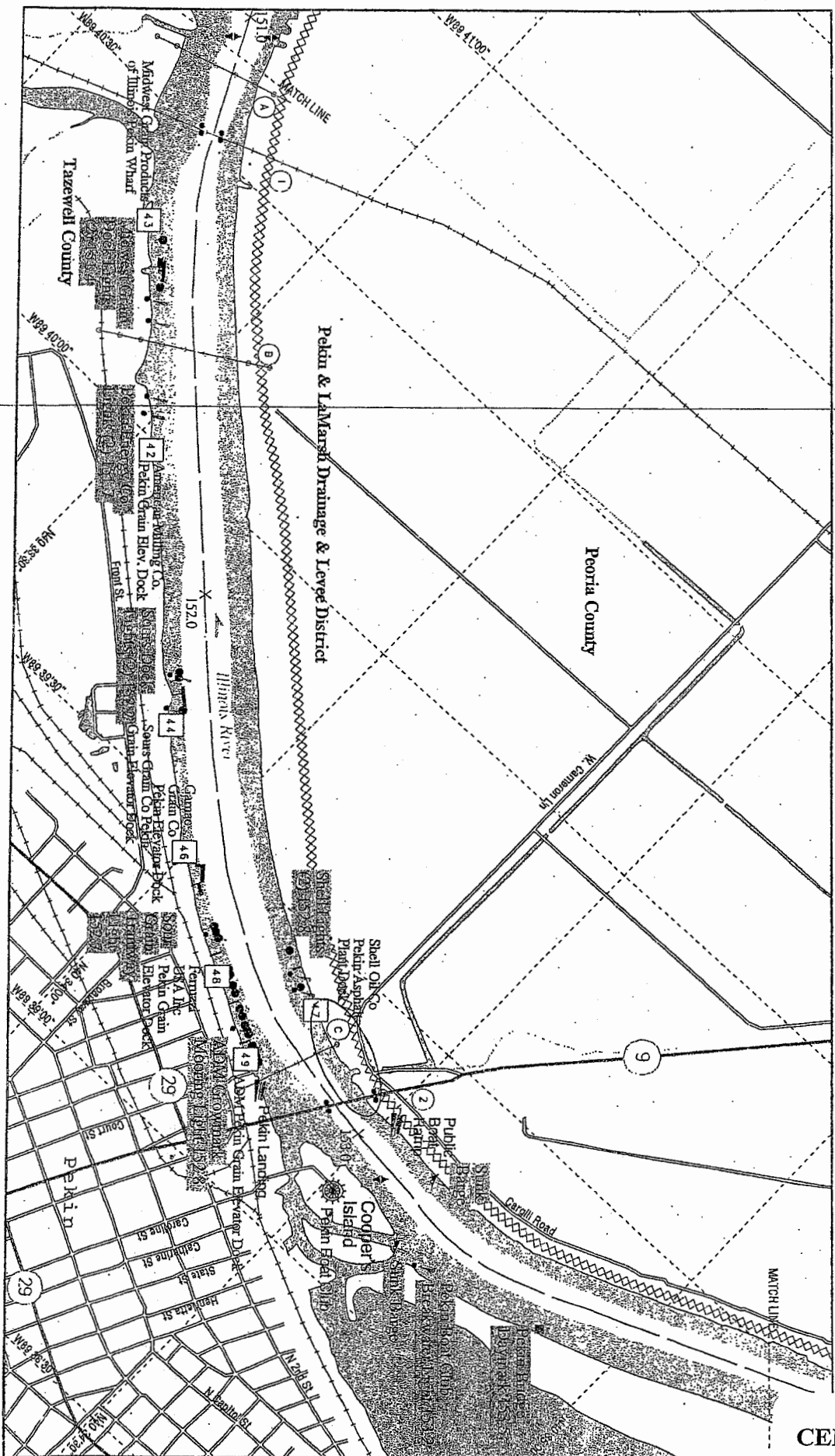
08 AUG 02

☒ CORPS OF ENGINEERS COPY☐ IDNR/OWR COPY☐ IEPA COPY☐ APPLICANT'S COPY

MILE 151.0 TO

Project Location

CEMVR-OD-P-2007-139
Sheet 1 of 5
Illinois River

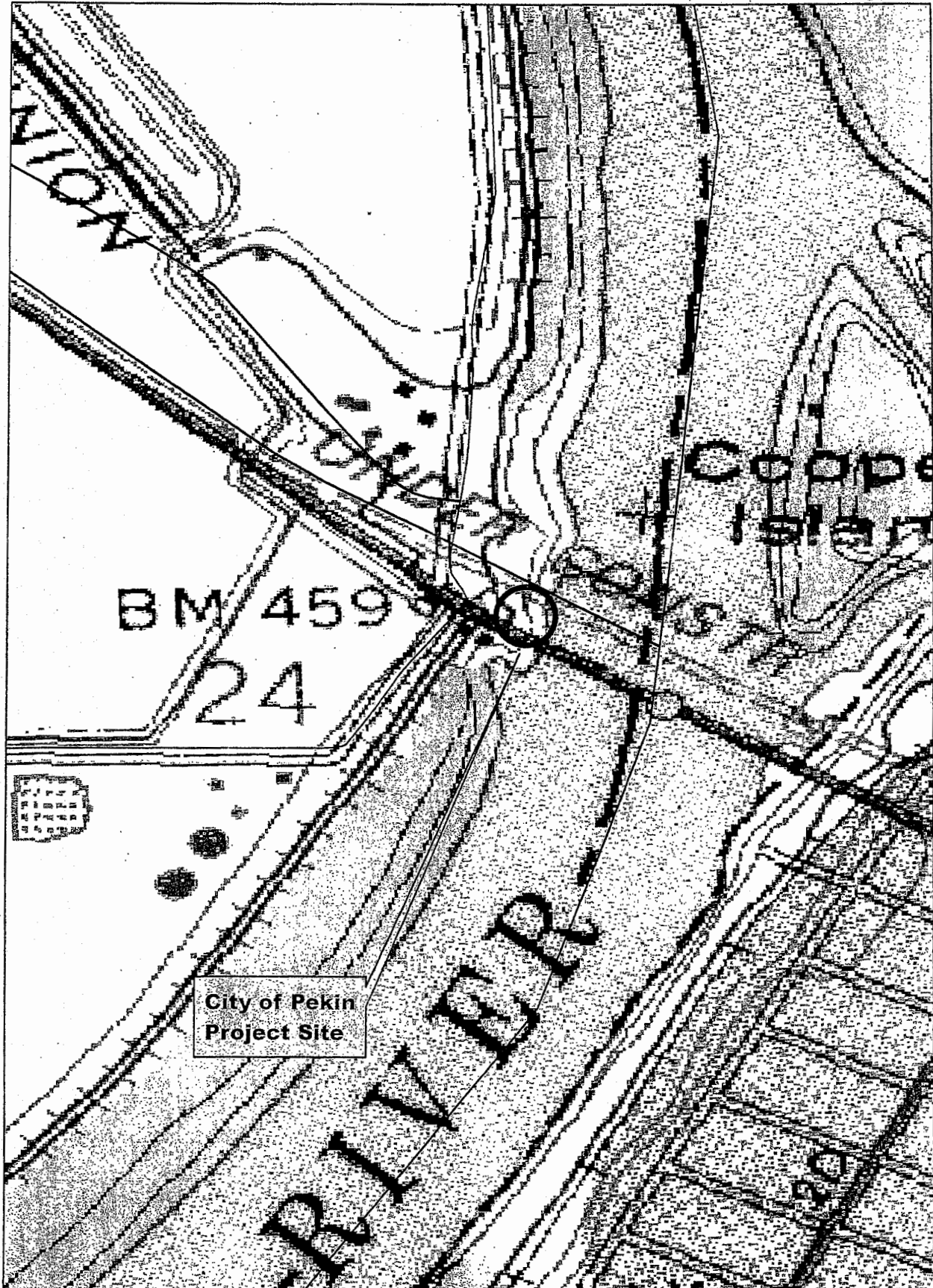


- 1) The legend is located immediately preceding map No. 1
- 2) Barge Facility information and submerged cable and pipeline

Scale 1:12000

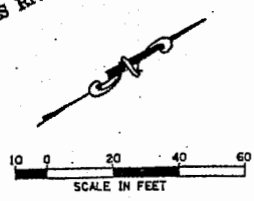
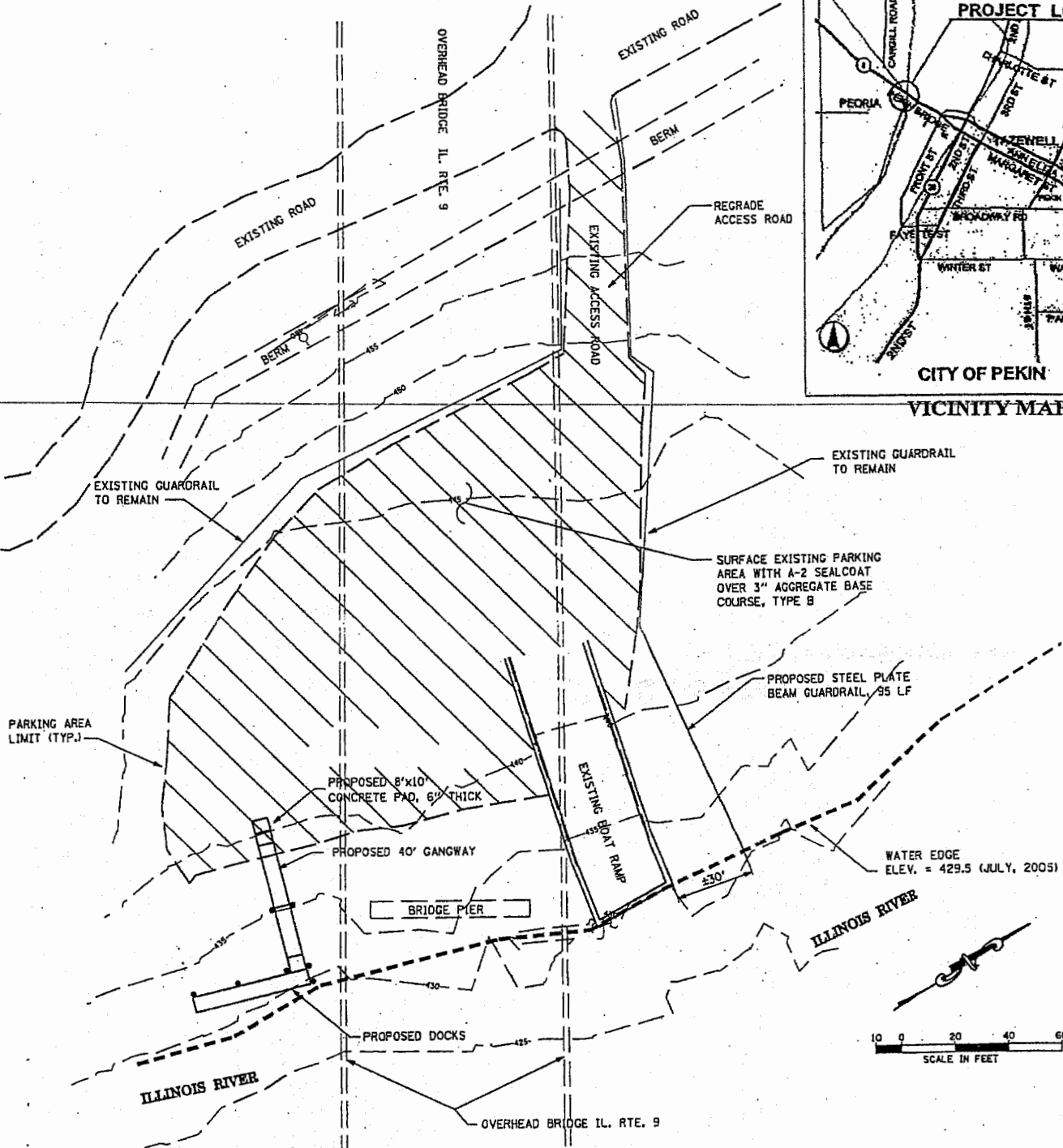
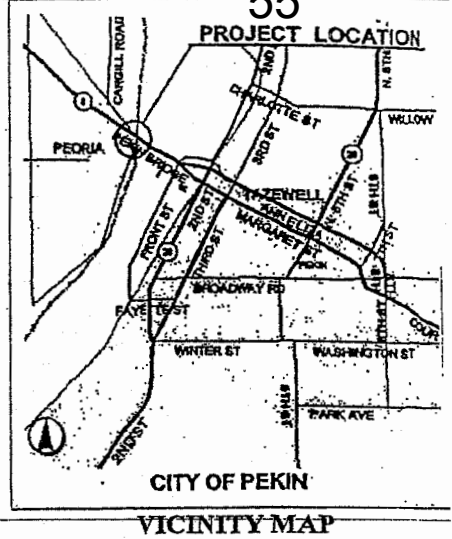
Scale 1" = 1000 Feet







City of Pekin
Project Site



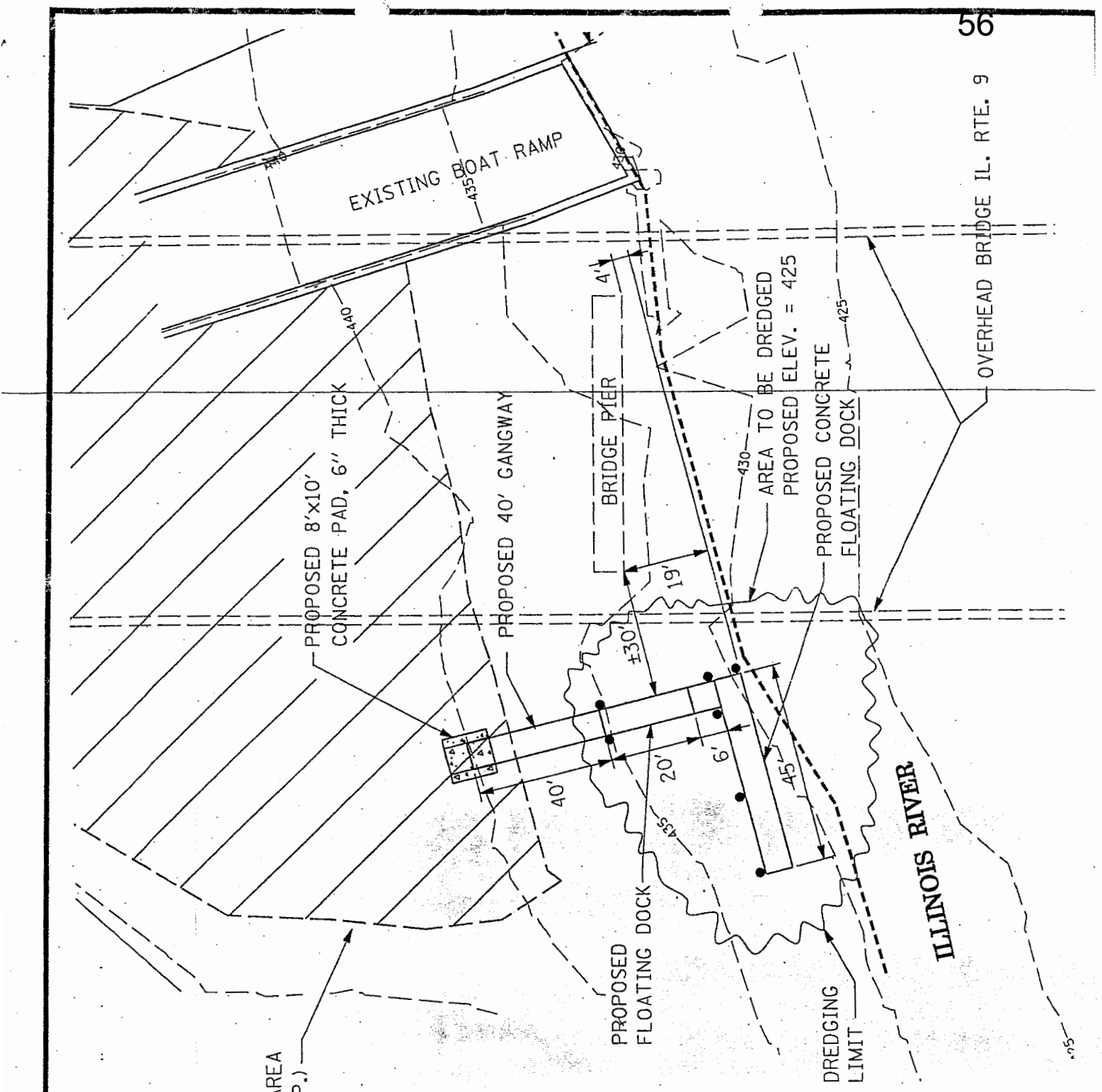
LIST OF ADJACENT PROPERTY OWNERS

NO.	NAME	ADDRESS
1.	Illinois Department of Transportation	District 4 401 Main Street, Peoria, Illinois
2.	Pekin and LaMarsh Drainage District	P.O. Box 875 Pekin, Illinois 61555
3.		
4.		

PROJECT DESCRIPTION

PEKIN BOAT DOCK PROJECT

LOCATION:
PEKIN, ILLINOIS
ILLINOIS RIVER @ MILE 152.8
WEST BANK



PROJECT DESCRIPTION

PEKIN BOAT DOCK PROJECT

LOCATION:

PEKIN, ILLINOIS
ILLINOIS RIVER @ MILE 152.8
WI



DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE
1100 SPAATZ STREET
WRIGHT PATTERSON AIR FORCE BASE, OHIO 45433-7102

57

26 January 2007

NMUSAF/MUX
1100 Spaatz Street
Wright-Patterson AFB OH 45433-7102

MR DENNIS KIEF (SDA0108)
CITY MANAGER, PEKIN
11 S CAPITOL ST
PEKIN IL 61554

Attached is the 2007 Loan Agreement between the National Museum of the United States Air Force and your organization that requires your prompt attention. This agreement will be for the period of 1 April 2007 through 31 March 2008. The required actions should be completed and returned to the National Museum of the United States Air Force no later than 31 March 2007.

The renewal package includes one instruction sheet that will guide you through the renewal process, the point of contact information sheet, the 2007 Loan Agreement with Attachments 1, 2, and 3, and a copy of the inventory.

Please note: For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory sheet in the column labeled "Value".

Please note the annual renewal is a condition of the loan and failure to observe any condition shall be sufficient cause for termination of the loan.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Air Force history. If you have any questions or you need additional information, please feel free to call me at (937) 255-5174, extension 370.

Sincerely

PATRICIA OCHS
Static Display Program Administrator
Plans and Programs Office

Attachments:

1. Instruction Sheet
2. 2007 Loan Renewal Package

NATIONAL MUSEUM of the U.S. AIR FORCE

RCS: HAF-HO(A) 8801

Loan Account Number SDA0108

58

19-Jan-07

ACCESSION #	NOMENCLATURE	Value
SD-2000-0131	AIRCRAFT, F-4C, 64-0911	\$22,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

(Date)

Typed or Printed Name

Typed or Printed Title

POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0108
CITY/ORGANIZATION NAME	CITY OF PEKIN
MAILING ADDRESS	11 S CAPITOL ST
CITY	PEKIN
STATE/COUNTRY	IL
ZIP CODE	61554
PHYSICAL LOCATION OF ITEM	Pekin Municipal Airport
HISTORICAL PROPERTY CUSTODIAN	MR DENNIS KIEF
TITLE, HISTORICAL PROPERTY CUSTODIAN	CITY MANAGER, PEKIN
PRIMARY POINT OF CONTACT	MR JOSEPH WUELLNER
TITLE PRIMARY POINT OF CONTACT	
PRIMARY PHONE NUMBER	309-477-2300
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	309-346-2095
EMAIL ADDRESS	dkief@ci.pekin.il.us; jwuellner@ci.pekin.il.us

INSTRUCTIONS FOR COMPLETING THE 2007 LOAN RENEWAL

1. Physically inspect each item and verify the nomenclature against the attached computerized inventory listing.
 - a. Note any discrepancies such as additions (munitions that are attached to the aerospace vehicles), shortages, damage or deterioration. Please provide a brief explanation of the problem.
 - b. Upon completion of the physical inventory, **the Mayor or City Manager must sign (no exceptions)** the certification statement on the bottom of the computerized inventory and the 2007 loan agreement. **Please Note: both documents must be signed by the same individual.** Do not retype inventory. Send the original 2007 loan agreement, **not just the last page**.
2. Review the Point of Contact Information Sheet. **Please Note**, the following changes to the information sheet:
 - a. The Historical Property Custodian: This always the Mayor or City Manager.
 - b. Mailing Address: This is the address you want the package mailed to.
 - c. Physical Location of Item: Please put the street address, i.e., (Lynn Municipal Airport, 234 5th Ave; Memorial Park, 2552 East 4th St; VFW Post 1111, Wilmington Ave and Airport Rd, etc.)
 - d. Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the primary point of contacts name, title and telephone number. This is the individual you want to receive the annual loan agreement package and answer any questions in reference to the items on loan. This individual does not have to be the Historical Property Custodian.
3. Photograph each item. Provide standard 3 x 5 or 4 x 6, 35mm color photographs of each item in sufficient detail to show the overall condition of the item. Make sure the photograph shows the whole item not just sections. If using a digital camera you must send the images on a CD in "JPG" format. **Please Note:** Do not mount the photographs, write on the digital images or send Polaroid photographs.
4. Provide proof of insurance to include name of carrier, limits of liability, and period of coverage. If self-insured a statement on official letterhead stating that the City is self insured is required.
5. Return the items listed below to complete the 2007 loan renewal process:
 - a. Provide the original 2007 loan agreement signed by the Mayor or City Manager. (Send the entire document not just the last page).
 - b. Provide the original inventory signed by the Mayor or City Manager.
 - c. Provide the updated point of contact information sheet.
 - d. Provide color photographs (if digital, send the CD in "JPG" format).
 - e. Provide proof of insurance coverage or self insured statement on official letterhead.
6. When returning the 2007 renewal package, please use the return envelope we have provided for you. The 2007 renewal package must be returned by **31 March 2007**.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY PROGRAM**

2007 LOAN AGREEMENT, SDA0108

1.0. Parties. Pursuant to Public Law 80-421 [10 U.S.C. 2572], by this agreement, effective as of 1 April 2007 between the United States of America, hereinafter called "the Government," represented by the United States Air Force Heritage Program (USAFHP), hereinafter called "the Lender," and, CITY OF PEKIN hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of IL and located at PEKIN. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 April 2007 and ending 31 March 2008. This agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to accept it on an "as is, where is" basis, to be responsible for all arrangements and, in accordance with 10 USC 2572, is required to pay all costs, charges and expenses incident to the loan of this property, including the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, transportation, and all other actions incidental to the movement of the loaned property to the Borrower's location.

3.0. Loan Conditions.

3.1. The Borrower agrees that the property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The borrower shall not remove any parts from loaned aircraft for operational usage in any airworthy aerospace vehicle. Public access to the interior of loaned aircraft (cockpit, cargo areas, etc.) is prohibited for reasons of aircraft preservation and public safety.

3.2. Due to the criticality of parts in the operational inventory, there may be occasions, after the flying units have exhausted all other sources in the USAF Supply System, that parts may be requested from the NMUSAF by the System Program Director (SPD) to support operational requirements. Such parts are internal in nature and removal or replacement does not alter the external aesthetic appearance of the aerospace vehicle. All such requests for parts removal will be forwarded to the NMUSAF for approval.

3.3. The Borrower shall not part with possession of the property or any component of the property in any manner to any third party either directly or indirectly; and the Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in all or part; and the Borrower shall not do or suffer anything to be done whereby any of the property shall or may be relocated, lost, stolen, injured or destroyed.

3.4. The Borrower agrees to use the loaned property in a careful and prudent manner; not, without prior permission of the Lender, to modify it in any way which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender; and to display and protect it in accordance with the instructions set forth in Attachments 1, 2 and 3 which are incorporated herewith and made part of this Loan Agreement.

3.5. The Borrower agrees that any authorized additions, modifications or alterations to the property would become part of said property and upon termination of this Loan Agreement or recall of the property, will be repossessed as part of said property.

4.0. Use as Security, Sale or Lease. The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances without the prior written approval of the Lender.

5.0. Professional Photography. The Borrower shall not make or allow the use of the loaned property in any manner for still or motion video production without prior written approval.

6.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the NMUSAF of any instance of loss, damage or destruction of the property.

7.0. Title. The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times.

8.0. Receipt, Custody & Liability.

8.1. This agreement shall be executed prior to the Borrower accepting physical custody of the property.

8.2. The Borrower agrees to receipt to the Lender prior to assuming physical custody and to accept liability upon assuming physical custody of the property, to place it on exhibit within ninety (90) days, or as otherwise mutually agreed upon.

9.0. Borrowers Responsibilities.

9.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loan property.

9.2. The Borrower will bear full financial liability for the loss or damage of USAF historical property resulting from negligence, misconduct, or willful violation of the terms of this agreement. The Borrower further agrees that, at the discretion of the Director, NMUSAF, loaned property that has been irreparably damaged, destroyed or stolen may be either replaced with an historical aerospace item of equal value or provide to the Lender monetary reimbursement for the value of the loaned property. Should loaned property have catastrophic damage beyond the Borrower's control, (i.e. tornado, hurricane, flood, etc.) the Borrower will be responsible for all cleanup and removal to the location designated by the NMUSAF.

9.3. The Borrower agrees to report as requested to the Lender on the condition and location of the property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

9.4. The Borrower agrees to return said property to the Lender on termination of this Loan Agreement or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

10.0. Initial Loan Agreement Requirements.

10.1. The Borrower agrees to furnish the Lender with standard 3 x 5 or 4 x 6, 35mm color prints or digital images of the loaned property within thirty (30) days of the *initial execution of this agreement*. The accession number of the item will be clearly marked on the back of the print. If providing digital images, the image file name must be the accession number for that item. For aircraft and ballistic missiles, prints or digital images will include views showing all external surfaces including serial number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload

compartments, wheel wells, and bomb bays. Insure the M/D/S (model, design, series), serial number, and NMUSAF accession number is clearly marked on the back of each print. (If an aircraft or missile has been repainted to represent another airframe, label the print with the actual tail number as shown on the DD Form 1149 for that airframe.) Prints or digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

10.2. The Borrower agrees to furnish the Lender proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).

11.0. Annual Loan Renewal Requirements.

11.1. The Borrower agrees to furnish the Lender with standard 3 x 5 or 4 x 6, 35 mm color prints or digital images of the loaned property. The accession number of the item will be clearly marked on the back of the print. If providing digital images, the image name must be the accession number for that item. Prints or digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and serial number of the airframe. Insure the M/D/S (model, design, series), serial number on all aerospace vehicles, and NMUSAF accession number is clearly marked on the back of each print. (If an aircraft or missile has been repainted to represent another airframe, label the print with the actual tail number as shown on the DD Form 1149 for that airframe.) Prints or digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. The Borrower agrees to furnish a copy of the most recent annual financial statements and a complete IRS Form 990 (or Form 990-EZ or Form 990-PF), including all schedules.

11.3. The Borrower agrees to furnish the Lender proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).

11.4. The Borrower agrees to furnish the Lender with a signed inventory.

12.0. Display/Maintenance Requirements.

12.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval of the Director, NMUSAF.

12.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. , but painted and marked to depict (nomenclature), Serial No. , assigned to the (unit and/or person) in (location or theater) during (year)".

12.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

12.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

12.5. All record keeping will reflect the true serial number.

13.0. Radioactive Components.

13.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

13.2 In accordance with Attachment 1, (National Museum of the United States Air Force Loan and Static Display Program), if radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

14.0. Loan Termination.

14.1. The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments 1, 2 and 3 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation and other charges attributable to such repossession.

14.2. In the event the loan is terminated for cause, the provisions of this agreement will remain in effect until all borrowed property has been relocated.

14.3. Termination of the loan and subsequent repossession of all or any part of the loaned property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the loaned property.

14.4. The Lender reserves the right not to renew the loan agreement, in all or part, and to recall the property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the property from the Borrower's site will be accomplished at the Lender's expense.

15.0. **Dispute Resolution.** In the event a dispute arises between the parties over the terms of this loan agreement reasonable attempts will be undertaken to resolve the matter through negotiation between agents appointed, in writing, by the parties. In the further event that negotiations fail to reach a resolution the parties agree that federal law will apply and the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such matters.

Executed on behalf of the Lender this Fifteenth Day of January, 2007 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA



By: PATRICIA A. OCHS
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUX
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-5174, ext. 370 Fax Number: (937) 656-4340

Email: patricia.ochs@wpafb.af.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law.

Executed on behalf of the Borrower this ____ day of _____ 2006, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____ Fax Number: _____

Email: _____

ATTACHMENT 1**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE
VEHICLES****SECTION A - GENERAL****A. Information:**

1. This instruction covers the requirements for the preservation and preparation of aircraft for static display purposes by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. The aerospace vehicle on display and undergoing preparation for display shall be kept secure from unsupervised personnel. The aerospace vehicle will be maintained with sufficient security to insure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. A hasp welded or riveted in place must secure the access door that is not permanently sealed. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581, (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log.

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF with the annual loan renewal process for preservation.

D. References:

The work requirements listed herein have been developed in accordance with the following directives: AFM 23-110, Vol. VI, TO 00-20-1, Defense Disposal Manual 67-4, AFI 84-103, and applicable maintenance technical orders.

SECTION B - REQUIREMENTS

A. Demilitarize All Armament Systems and Explosive Material:

1. Disarm all systems in accordance with the applicable Aircraft Technical Orders and certify action on AF Form 3580, (or later equivalents). Warning: Disarming must be accomplished by a fully qualified USAF ordnance systems specialist. Documentation of these actions must be sent to NMUSAF. (If applicable)

2. Aerospace vehicles intended for outdoor display must have all weapons under 30mm (machine guns, cannons) removed. Only simulated weapons may be used. No weapons of any type may be loaned to non Department of Defense (DoD) organizations.

B. Prepare Power plant for Permanent Storage:

1. Prepare engines for permanent storage. (If applicable)
2. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining. (If applicable)
3. Clean excess oil and grease from exterior components of engines. (If applicable)
4. Check power plant cowling for corrosion and damage. Repair and refinish as necessary for display.
5. Install intake and exhaust protective covers. Standard covers may be used if available, or suitable substitutes.
6. Clean and preserve propeller domes.
7. Clean deicer shoes and apply corrosion preventative compound.
8. Clean and check metal components of propellers for corrosion. Treat any affected areas and refinish to standard configuration.

C. Defuel and Purge Fuel Systems:

1. Defuel and purge all fuel tanks and check for safety with a combustible gas indicator.
2. Disconnect and drain all fuel lines, valves, sumps, pumps, etc. Reconnect lines after purging.
3. Spray or seal fuel tanks with a corrosion preventive compound.
4. Drain water injection systems and deicing fluids whenever found.

D. Prepare Landing Gear:

1. Release high-pressure air from all landing gear shock struts.
2. Clean and preserve strut.
3. Clean all wheels and other landing gear components.
4. Check and remove corrosion. Repaint to standard configuration.
5. Check all tires for excessive wear and adjust pressure as required.
6. Secure all retractable landing gear in the down position with positive locking devices.

E. Prepare Hydraulic Systems:

1. Dissipate hydraulic system pressure and release air from hydraulic accumulators. (If applicable)
2. Disconnect and drain all hydraulic lines, reservoirs, valves and pumps. Reconnect and reinstall drain plugs after draining. (If applicable)
3. Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

F. Prepare Oxygen Systems

1. Release oxygen, both gaseous and liquid, from all systems. (If applicable)
2. Stow all oxygen masks, bottles, and hoses. Remove all oxygen masks from aerospace vehicles displayed outside and store in a secure area conducive to preservation.
3. Install dust plugs in filler valves and recharge hoses.

G. Prepare Electrical Systems:

1. Remove aerospace vehicle batteries and turn in to battery shop, DRMO, or other authorized organization, or as locally required. (If applicable)
2. Remove dry cell batteries from frequency meters and other equipment. (If applicable)
3. Pull all circuit breakers only if of the non-radioactive (white plastic shank) type. Contact NMUSAF for a radiation survey of circuit breakers if in question, and for assistance with problems. Do not pull radioactive circuit breakers open, as deteriorated radium paint may be scattered in the process to create a possible hazard.
4. Cover all battery vent hole openings.

H. Prepare Electronic Systems:

1. Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle.
2. Coat exposed metal whip antennas and mechanical items with a corrosion preventative compound.
3. Stow all connectors from equipment that has been removed.

I. Miscellaneous Utilities:

1. Remove bottles from all fire extinguisher systems, dissipate and reinstall. Caution: Insure all chemicals are disposed of in accordance with established State environmental policies.
2. Drain and clean entire drinking water system. (If applicable)
3. Drain, clean, and reinstall coffee jugs and water jugs. (If applicable)

J. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles placed in outside storage.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Outside storage or display may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to insure they are not obstructed.
6. Clean and treat lavatory and relief facilities. (If applicable)
7. Check all astrodomes and plastic panels for crazing and damage, repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.
8. Inspect for water trapped in lower portions of fuselage. If water is present comply with instructions contained in applicable technical order for removal and correction.

K. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary for display purposes.
3. Inspect all fabric-covered control surfaces, repair or recover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

L. Radiation Safety:

1. Completion of radiation survey will be verified by NMUSAF prior to physical transfer of aerospace vehicle.

2. Interior of aircraft must be secured and all access prevented until radiation survey is completed. No restoration activity inside or outside the aircraft will be permitted until the radiation survey is completed.

3. Survey of aircraft displayed at non-DoD organization will be accomplished by the NMUSAF Radiation Safety Officer or an authorized USAF representative annotated on an AF Form 3583.

4. No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

M. Final Preparation:

1. Entire aircraft cleaned and refinished as required.

2. Secure aircraft by attaching tie down restraints to surface attaching points and to a major structural part of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

3. Place aerospace vehicle on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to the aerospace vehicles structural members.

4. Aerospace vehicles inside or outside that are normally supported on pneumatic tires must be placed on display stands of sufficient height to provide approximately 1" clearance between the tire and the display surface, tires should be inflated and or checked to maintain normal tire shape, or tires must be filled with a permanent tire filling compound which will maintain their inflated shape and support the weight of the item for the life of the casing.

5. Remove all antenna wires that could serve as a bird roost.

6. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

7. Flag or cover all protruding objects of a hazardous nature.

N. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.
2. No aerospace vehicle will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

02/04/05

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection, and to define the responsibilities of organizations that retain historic property for display.

2. Under normal circumstances, objects will not be made available from the NMUSAF unless the basic measures for preservation and conservation listed below have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to insure continued preservation of historical property. All items must be properly prepared for preservation, placed in a safe environment, inspected periodically, and preserved when necessary.

B. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People -- The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light -- Light, a form of radiation, is damaging to many materials, especially fabrics. This damage is first observed as the fading of colors followed, ultimately, by the breakage of fabric fibers. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source Lumen is preferable. Protecting from UV is accomplished by avoidance or of UV radiation is natural sunlight and florescent tube lighting. Normal incandescent lighting is low in UV radiation. Protection from UV is accomplished by avoidance or shielding.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level from any source, which exceeds 200 lux or 20 foot-candles. The acceptable level for most museum objects falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive objects, such as artwork, color/black and white photographs, and textiles should have their intensity levels adjusted downward toward lower limits and/or limited exposure time. (Remember, there is a reciprocity law between intensity (lux) and time of exposure: 10 hours of

exposure @ 50 lux has the same damaging effects a 1 hour @ 500 lux). Therein lies the reasoning behind either lowering the intensity of the source or limiting the time of exposure.

b. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source of UV radiation is natural sunlight and fluorescent tube lighting. Normal incandescent lighting is low in UV radiation. UV level is measured in Microwatts per Lumen using the Crawford Light Meter. The acceptable UV level for historical property on loan from the NMUSAF for interior exhibit will not exceed 75 MW per Lumen. Levels below 25 MW per Lumen are preferable. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas or solar screen UV filtering sleeves, which slide onto fluorescent tubes. Two grades of UV protection are commonly available in sheet Plexiglas: U/F 3, which blocks UV at around 400 nm, and U/F 5, which block UV from about 375 nm to 400 nm. U/F 5 is preferable, due to its greater range of protection. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment -- The most common environmental threats are normally associated with heat and humidity. Ideally, an artifact is both stored and displayed in a constant heat of 68 degrees and 50% humidity. Of the two, humidity is the most destructive. Rapid changes in humidity, accelerated and exaggerated by temperature changes are the most destructive and to be avoided. Excessive heat in displays are usually associated with improper use of incandescent lights (low in UV but high in radiated heat). Excessive heat and/or humidity also create a more favorable environment for the growth of molds and fungus as well as rust/corrosion. Also an environmental consideration would be chemical contamination of the environment. Examples of this would be the fuming of formaldehydes from unsealed plywood or the contact of artifacts with 'normal' paper products which all have a high acid content.

4. Animal/Insect -- The ideal environment for the preservation of artifacts unfortunately also becomes the ideal environment for animal and insect life. Both forms are can be highly destructive. The first line of defense is the cleanliness of the materials and mechanical barriers for entrance. Close and frequent inspections will provide early detection of such life. If and when detected remember many of the methods of elimination are also destructive to artifacts.

C. General Guidelines for all Artifacts: Since the collection is comprised of objects of practically every material or combination of materials it is best to prescribe their treatment and care in general terms.

1. All artifacts must be protected from harmful exposure and maintained in as stable and environment as possible. Preservative treatments and mounting methods will vary with each item depending on its material(s), condition, and display attitude. The following are some important rules:

a. Never perform a preservation treatment to an item that is irreversible. (For example, a clear humidity sealcoat can be removed from a steel weapon, but not from a leather holster).

b. Never modify an object in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics. (For example, to mount a uniform, do not drill holes through it or hang it on unpadded hangers. Install handling brackets or a cradle to support it in the desired attitude without defacement. Objects such as aircraft instruments can be mounted by removing an existing machine screw to provide the required mounting hole rather than drilling a new one. But save the removed screw).

c. Provide appropriate physical security against vandalism or outright theft through the use of locked or sealed display cases. Security should be commensurate with the object value. (For example, a gold World War I pilot's badge requires far more protection than a nickel-chrome plated 1950 vintage pilot's wings.)

2. If you are in doubt about a proposed object's treatment or preparation for display, don't do anything. Contact the National Museum of the United States Air Force Conservator for guidance or assistance.

D. Preservation of Organic Objects: (Wood, leather, bone, ivory, wool, cotton, silk & synthetics such as rayon, nylon, etc.)

1. Organic objects must be shielded from ultra-violet light, which breaks down coloring pigmentation as well as the fibers themselves. This requires shielding of any UV producing light source such as direct or diffused sunlight and all fluorescent lighting with either UF-3 Plexiglas or solar screen UV filtering sleeves which slide on to fluorescent tubes. Such products are commonly available.

2. Keep organic objects clean, dust free, infestation guarded, and in a stable, non fluctuating atmosphere - as near to 68 degrees Fahrenheit temperature and 50 percent relative humidity as possible. Severe damage can result from either extremes of high or low temperature or humidity, but it is the fluctuation between extremes that causes the most deterioration.

3. All artifacts should be handled only while wearing photo handler's/archivist's gloves.

4. In short, good housekeeping and environmental control are essential in preserving all museum objects.

E. Preservation of Inorganic Objects: (Metal objects, rubber, glass, porcelain, plastics, and various other synthetics.)

1. Most metal objects will oxidize, tarnish and corrode. Thus, it is important to provide protection for metal artifacts. This can be achieved by observing the guidelines for environmental control and housekeeping. Never handle metal objects with bare hands. Perspiration and acidic moisture from hands sets up conditions for rust, corrosion, etc. Bare metals should be sealed with microcrystalline wax or lacquer to deter moisture and contaminants from attacking surfaces. Rubber items should be protected from direct sunlight and ozone as those agents accelerate the deterioration of the rubber. Applying a preservative treatment (Armor

All or equivalent) to rubber items helps with their preservation and protection from light and ozone.

2. As with organic objects, proper environmental control and good housekeeping are essential to preserving inorganic objects.

3. If any problems are encountered in obtaining conservation supplies, contact the Conservator at NMUSAF. A list of suppliers will be provided.

F. Conservation: Adherence to the guidelines for preservation of objects will go a long way to insure their longevity. In rare instances, some conservation measures may be needed. Guidance will be made available in those cases where conservation measures are deemed necessary. If unsure of proper procedures, conservation should be left to a trained conservator. Never do anything to an object which is not reversible. Again, if unsure, do not attempt to treat an object.

G. Storage: Proper storage of organic objects involves many of the procedures for the preservation of those objects. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of organic objects. Leathers and textiles shall be stored flat when possible and laid out on acid free tissue paper. If leathers or textiles are hung, they should be hung on well padded hangers and covered in 100% natural cotton bags tied off at the bottom. Storage on shelves shall be loose with no piling or stacking of objects and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed with shellac to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust, and insect problems. All organic objects shall be stored in the above manner.

H. Handling: All objects shall be handled only while wearing cotton, nylon, or latex (unpowdered) gloves. Two hands should be used to handle or carry objects to reduce risk of dropping. Carry only one object at a time using both hands.

I. Display: Displaying an object can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 Plexiglas to shield objects from Ultra Violet light. Cases should be ventilated to allow air exchange but filtered to prevent entry of insects. All interior surfaces of wooden cases should be sealed with shellac. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use slightly undersized mannequins to display uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature. Certain items such as original photographs and paper material such as documents and newspaper should never be displayed. Only copies of such items should be placed on display owing to the very fragile and vulnerable nature of this material.

J. Shipping: Experience has shown major damages to artifacts have occurred during shipping. When shipping artifacts of a small nature by parcel, special care in wrapping and padding should be made. Larger items should be crated by either supporting base transportation officers or by professional moving companies.

ATTACHMENT 3**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****RESPONSIBILITIES**

Borrowers should recognize that in accepting United States Air Force (USAF) historical property on loan for the purpose of displaying it from the NMUSAF, that they incur a significant maintenance and security responsibility as listed in the Loan Agreement; Attachment 1, "Instruction For Preparation and Maintenance of Aerospace Vehicles" and Attachment 2 "Instructions for the Care of Artifacts". Failure to have proper tie downs, repair damage, insurance coverage, perform annual upkeep, proper security requirements, fire suppression systems for loaned items housed inside buildings, proper cases, etc., may be viewed as gross negligence. While proof of ordinary versus gross negligence is generally a question of fact, and may vary from jurisdiction to jurisdiction, the failure to protect loaned property after proper direction to do so is an act of negligence and possible gross negligence.

Black's Law Dictionary, Seventh Edition defines Gross Negligence as "*a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences to another party, who may typically recover damages*".

03/04/05

K. Museum Supplies: There are many firms specializing in products, we suggest contacting museums and libraries in your local area for other potential vendors of supplies.

02/04/05

ORDINANCE NO.**AN ORDINANCE
REGARDING CHANGING NAME OF VOGEL AVENUE TO COMMERCIAL DRIVE**

WHEREAS, there is inconsistency in street designation at East Court Village; and

WHEREAS, it is in the best interests of the City of Pekin to rename Vogel Avenue to Commercial Drive.

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

1. The street currently known as Vogel Avenue in the City of Pekin is hereby designated Commercial Drive

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 12th day of February, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 12th day of February, 2007.

MAYOR PRO-TEM

ATTEST:

CITY CLERK



Public Works Department

February 6, 2007

Joseph Crowe, P.E.
Deputy Director of Highways
401 Main St.
Peoria, IL 61602
Attention: Ken Fitzpatrick

Subject: Street Name Signs – Court Street (Illinois Route 9)

Dear Mr. Crowe:

It was recently noted that all the intersections along Court Street in Pekin have street name signs on the traffic signal mast arms but one. The intersection at Court Street and what is now being called Commercial Drive that serves East Court Village does not have any signage. The Police Department has expressed a concern over this fact from the standpoint of providing accurate accident reports. We are requesting that signs be made and installed at this intersection to promote better identification of the intersection for both the traveling public and police.

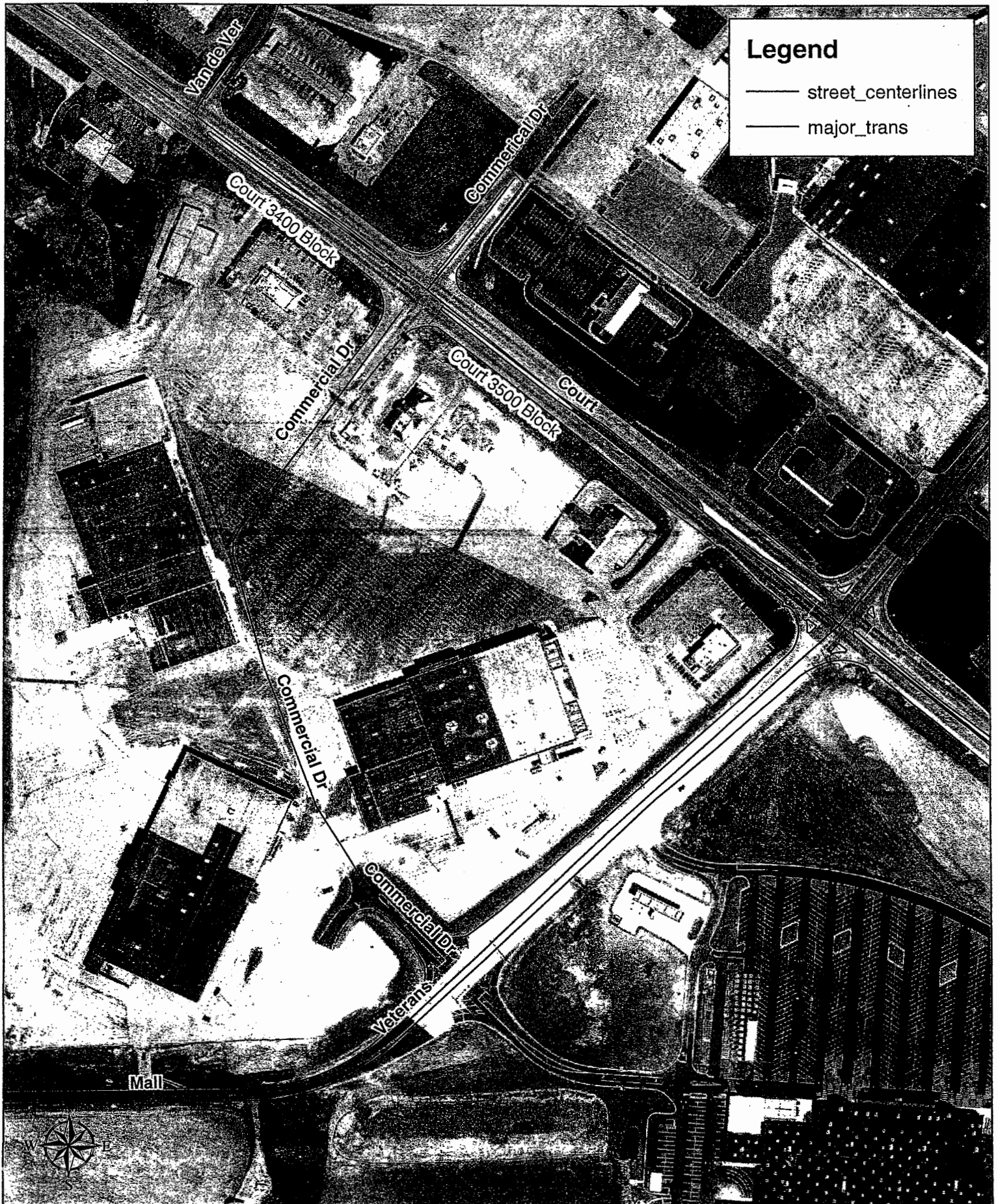
I have attached an aerial photo of the area showing the location, names, and block numbers for Court Street. If you have any questions, please contact me.

Sincerely,

Joseph W. Wuellner PE

Cc: Dennis Kief, City Manager
Tim Gillespie, Police Chief
Chuck Lauss, Fire Chief
David Pagliaro, Street Superintendent
File

Mall Area Roads



RESOLUTION NO. 185-06/07

83

PEKIN, ILLINOIS, February 12, 2007 19

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Final Plat Riverway Business Park 3rd Addition is hereby approved.

SIGNED BY _____

MAYOR.

TOTAL ACREAGE = 180.642 AC ±5±



EXHIBIT C

RECEIVED
JUL 11 1951
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

27.4.17/13
 I hereby certify that the above is a true and correct copy of the original document as it appears in the records of the Ministry of the Interior, Berlin, Germany.

Exhibit C

_____ ENT. NAME _____
Epikidite C

CONCLUSIONS

Exhibit 'C'

DATE	FILE	NO.	COPIES
10/27/70	100-360000		
APPROVED FOR			
CHECKED BY	DATE	TIME	
CHECKED BY	DATE	TIME	
REVIEW	DATE	TIME	

COMMUNICATIONS SECTION
 FEDERAL BUREAU OF INVESTIGATION
 U. S. DEPARTMENT OF JUSTICE
 400 ...
 WASHINGTON, D. C. 20535

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CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois,

Jan 26 20 07

78926
LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on February 12, 2007 at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of discussing the lease to Tazewell/Pekin Consolidated Communications Center (T/PCCC) of the following described real estate:

A part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 24 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at an iron rod marking the Northwest corner of the Northeast Quarter of said Section 11, thence South 89°11' East along the North line of said Section 11, also being the South right of way line of Koch Street, a distance of 100.0 feet to an iron rod marking the place of beginning of the tract of land to be described and the intersection of the Easterly right of way line of the Gulf Mobile and Ohio Railroad and the aforesaid North line of said Section 11 and the South right of way line of Koch Street, thence continuing South 89°11' East along the said North line of Section 11 a distance of 420.00 feet to an iron rod, thence South a distance of 830.00 feet to an iron rod, thence North 89°11' West a distance of 420.00 feet to an iron rod on the Easterly right of way line of said Railroad, thence North along the said Easterly right of way line a distance of 830.00 feet to the place of beginning.

Commonly known as 1130-A Koch Street Pekin, Illinois 61554.

PIN #10-10-11-200-001-1-1-1 (2008) and 1-1-1

A copy of the real estate lease will be submitted and will be on file in the Office of the City Clerk. The City reserves the right to accept, reject or modify said lease.

All persons having an interest therein may appear to be heard or may file comments concerning the proposed lease of this property in the Office of the City Clerk.

Dated at Pekin, Illinois, January 22, 2007

Sue E. McMillan

City Clerk

78926

1/26

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 26th day of Jan 2007 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 26th day of Jan 2007;
the second on the day of 20 ;
the third on the day of 20 ;
the fourth on the day of 20 ;

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

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

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 84.24
Posters, Slips \$ 5.00
Total \$ 89.24

By

John Haddon

Lease T/P CCC



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Tazewell Pekin Consolidated Communication Center Lease Agreement

AGENDA DATE REQUESTED: February 12, 2007

ACTION REQUESTED: Approval of Agreement

BACKGROUND: As a separate entity, TPCCC has leased space from the City's building at 1130 Koch Street for the past 5 years. That original 5 year agreement has expired. TPCCC is not for profit entity formed by Tazewell County, the City of Pekin and other Tazewell County governmental agencies to provide emergency communication services in Tazewell County residents and communities.

The terms of the attached Agreement are as follows:

- * 5-year term (February 2007 – February 2012) @ \$750/month
- * 5 one year options @ monthly rate adjusted by CPI
- * TPCCC pays own utility bills and repairs
- * Can be terminated if Governmental Structure of TPCCC changes

FINANCIAL IMPACT: \$750/month for 5 years from the time of signing, plus those months since July 2006.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Agreement would be in-place immediately for 5 years

IMPACT IF DENIED: TPCCC would have to find other office space and equipment would have to be relocated. There could also be a disruption of essential emergency (dispatch) services.

ALTERNATIVES: No viable options.

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE LEASE OF
MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin owns the following described property (the "Property"): a portion of the property commonly known as 1130 Koch Street, Pekin, Illinois, as more particularly described in the Lease Agreement attached hereto; and

WHEREAS, the City of Pekin and TAZEWEILL CONSOLIDATED COMMUNICATION CENTER ("TPCCC") have negotiated a new Lease Agreement (attached hereto and incorporated herein by this reference) wherein TPCCC is to lease the Premises for the sum of Seven Hundred Fifty (\$750.00) dollar per month to be made by TPCCC; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is not needed for or used for governmental purposes or proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the question of the lease of said real estate and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on _____, 2007; and

WHEREAS, after said public hearing on February 12, 2007, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into said Lease Agreement and lease the Premises to TPCCC pursuant to the terms and conditions of said Lease Agreement; and

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

SECTION I: That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II: That the Lease Agreement attached hereto as Exhibit A is hereby approved and that the City of Pekin lease to TPCCC that portion of the real estate commonly known as 1130 Koch Street, Pekin, Tazewell County, Illinois described in the Lease Agreement.

SECTION III: The Mayor of the City of Pekin, for and on behalf of the City of Pekin is hereby authorized and directed to execute the Lease Agreement, and the City Clerk is hereby authorized to acknowledge and attest such Lease Agreement and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin, and the Mayor and City Clerk shall execute such other documents as may be necessary to consummate the transaction contemplated herein and in said Lease Agreement.

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

SECTION V: That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City
of Pekin, this 12th day of february, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 12th day of February, 2007.

MAYOR

ATTEST:

CITY CLERK

LEASE

THIS AGREEMENT made and entered into this ____ day of _____ 2007, by and between THE CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and TAZEWELL/PEKIN CONSOLIDATED COMMUNICATION CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "TENANT"; WITNESSETH:

The said LANDLORD, for and in consideration of the covenants and agreements hereinafter mentioned to be kept, observed and performed by the parties hereto, has demised and leased to said TENANT the Premises, as that term is defined herein, upon the following terms and conditions:

1. PREMISES. The TENANT shall lease from LANDLORD that portion of the Premises located at 1130 Koch Street, Pekin, Illinois, as shown on the diagram attached hereto as Exhibit A and incorporated herein by this reference (the "Premises"). LANDLORD will continue to occupy other portions of the Premises (the "LANDLORD Premises"), and certain portions of the Premises will be common areas ("Common Areas").

2. TERM. TO HAVE AND TO HOLD the above-described Premises unto the said TENANT for the full period of five (5) years, and which said term shall commence on December 10, 2006, (the "Commencement Date"), and terminate on the fifth anniversary of the Commencement Date.

3. PURPOSE. The Premises hereby leased are to be used for the operation of a communication center and other related uses and for no other purpose without the consent of the LANDLORD, which shall not be unreasonably withheld.

4. RENTAL. TENANT shall pay as rental for the Premises during the initial term hereof the sum of Seven Hundred Fifty (\$750.00) Dollars for each month thereof, and which said rent shall be payable on the 1st day of the monthly period, with the first regular payment being due on the Commencement Date. In the event the Commencement Date falls on a day other than

the first day of a month, then such initial rent payment shall be prorated to the first day of the succeeding calendar month. Payments to be made to LANDLORD shall be made to LANDLORD at 1103 Koch Street, Pekin, or at such other place as LANDLORD may hereafter designate in writing. The TENANT shall also pay for the seven (7) months of July 2006 through January 2007 (\$5,250.00) within 30 days of the Commencement date of this agreement.

In addition to the initial five year term, TENANT shall have an additional five-one-year options, exercisable at least sixty days (60) before the end of the leasehold term of the previous lease, at an amount set forth below.

Said notice of election to exercise the option shall be given in writing to the corporate authorities of the City of Pekin at least sixty days (60) prior to the expiration of the previous leasehold term.

The rental rate for the option periods shall be adjusted annually based on the CPI rate, the month prior to the Commencement date. The first adjustment, if the initial option is exercised, shall be the difference between rental rate at the Commencement of the agreement, as adjusted by the annual increases in the CPI between the Commencement date of this agreement and the Commencement date of the first option. Subsequent CPI adjustments will be annually made.

5. TAXES. Because LANDLORD is a governmental entity, no taxes are assessed against the Premises. In the event that taxes are assessed against the Premises, such taxes shall be shared by LANDLORD and TENANT on a prorated basis as follows: TENANT to pay one-third, LANDLORD to pay two-thirds.

6. LANDLORD'S DUTY TO MAINTAIN. LANDLORD shall maintain in good condition the roof, sidewalls and foundation, the exterior walls, and the structural portions of the building. LANDLORD shall also maintain the common areas in a presentable condition. The costs of maintaining these items shall be shared by LANDLORD and TENANT on a prorated basis, as follows: TENANT to pay one-third, LANDLORD to pay two-thirds.

7. TENANT'S DUTY TO MAINTAIN. Except as provided above, TENANT shall keep the interior of the Premises in a presentable condition and shall paint the same when reasonably required. TENANT shall replace burnt-out electric lamps and shall be responsible for minor repairs of water faucets and flush valves on the demised Premises. TENANT shall also pay for any damages which result from careless or harmful actions of the TENANT or TENANT'S employees. TENANT shall also maintain the doors and windows in the Premises.

8. HVAC/ELECTRICAL EQUIPMENT. TENANT shall maintain and repair the HVAC equipment servicing the Premises. LANDLORD shall maintain the HVAC equipment servicing the remainder of the building.

9. COMPLIANCE WITH REQUIREMENTS AND USES PROHIBITED. TENANT shall comply with all lawful requirements of the local Board of Health, Police and Fire Departments and governmental authorities respecting the manner in which TENANT uses the leased Premises. TENANT agrees that the Premises shall not be used for any purpose or business which increases the fire or extended coverage insurance rate. TENANT further agrees that TENANT will not injure, overload, or deface the said building, nor permit the same or any part thereof to be injured, defaced or overloaded and will not permit or suffer any noise, noxious or offensive trade, business or occupation, or any heavy manufacturing to be carried on the Premises or permit the same to be occupied or used for any immoral or illegal purposes whatsoever.

10. ALTERATIONS BY TENANT. TENANT shall not alter the interior of the building in excess of \$5,000.00 without the written consent of LANDLORD. All additions, improvements, equipment, and fixtures placed in or on the leased Premises by TENANT shall at all times be and remain the personal property of TENANT, and TENANT shall have the right to remove said additions, improvements, equipment, and fixtures at any time during the term hereof and also within thirty (30) days after expiration or earlier termination of this lease; provided, however, that TENANT shall repair all damage to the leased Premises caused by such removal,

and provided further that any addition, improvement, or fixture that shall have been so affixed to the leased Premises as to become an integral part thereof shall cease to be the property of TENANT and shall, on being so affixed, become a part of the leased Premises and expiration or earlier termination of this lease shall belong to LANDLORD without compensation to TENANT. Any property not removed as herein provided shall be deemed abandoned by TENANT and shall become the absolute property of Lessor without compensation to TENANT.

11. CONDITION OF BUILDING. LANDLORD and TENANT acknowledge that the Premises to be leased to TENANT are in tenantable condition as of date of possession.

12. PUBLIC LIABILITY INSURANCE. LANDLORD covenants and agrees that LANDLORD will, at LANDLORD'S expense, carry with a responsible insurance company or companies or through its self insurance program, insurance against loss, suits for damages, claimed to be directly or indirectly, in whole or in part due to the happening of any accident in or about the Common Areas and the LANDLORD Premises caused by any act or neglect of TENANT or LANDLORD. TENANT covenants and agrees that TENANT will, at TENANT'S expense, carry with a responsible insurance company or companies, insurance against loss, suits for damages, claimed to be directly or indirectly, in whole or in part due to the happening of any accident in or about the demised Premises caused by any act or neglect of TENANT or LANDLORD. All such insurance policy or policies or self insurance program shall have a minimum limit of \$_____ for bodily injury to any one person and \$_____ for bodily injury in the aggregate, and also a minimum limit for property damage of \$_____.

13. STRUCTURE INSURANCE. LANDLORD shall insure the LANDLORD Premises and Common Areas and shall hold TENANT harmless for liability to said LANDLORD Premises. TENANT shall insure the demised Premises, and shall hold LANDLORD harmless for liability to said demised Premises. TENANT agrees to apply the proceeds of such insurance for the demised Premises to rebuild and repair the demised Premises,

or, if this Lease is terminated pursuant Paragraphs 17 or 18 of this Lease, then TENANT shall pay over to LANDLORD all such proceeds. TENANT and LANDLORD shall each provide the other with evidence of such insurance.

14. CONTENTS INSURANCE. TENANT acknowledges that its use of the Premises is for its communication center and agrees to insure all of its property on said Premises and to hold LANDLORD harmless for any liability or damage to the contents of said property in the Premises leased by TENANT.

15. UTILITIES. TENANT shall pay for its own electricity and gas, and will cause separate meters to be installed for the Premises. TENANT shall reimburse LANDLORD for garbage, sewer user and water charges on a prorated basis, as follows: TENANT to pay one-third, LANDLORD to pay two-thirds.

16. GARNISHMENT. This lease and the interest of the TENANT hereunder shall not, without the written consent of LANDLORD first had and obtained, be subject to garnishment or sale under execution in any suit or proceedings which may be brought against or by TENANT.

17. TOTAL DESTRUCTION. In the event the demised Premises shall be wholly destroyed by fire or other unavoidable casualty, the lease shall terminate as of the date of such destruction, and TENANT shall have no further obligation to pay rent hereunder.

18. PARTIAL DESTRUCTION. In case the structure shall be more than 50% destroyed by the elements, fire, or other causes, either LANDLORD or TENANT may cancel this lease within thirty (30) days after such destruction, and in the event either party exercises such option, this lease shall thereupon cease, and TENANT shall surrender possession of the Premises. But in the event neither LANDLORD nor TENANT elect to cancel within thirty (30) days from and after more than 50% destruction of the building, or in the event the building is destroyed 50% or less, LANDLORD at once shall proceed to make repairs necessary to put the building in its former condition and said lease shall not terminate, but during the time in which

such repairs are being made, no rent shall be payable from the date of the partial destruction until the Premises are made full tenantable, except for such parts of said Premises as may be then used and occupied by TENANT, and in which case the rental therefor shall be adjusted between the parties hereto.

19. REMEDIES. All rights and remedies of LANDLORD herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) This lease and all the rights of TENANT hereunder shall, at the option of LANDLORD, cease and terminate upon TENANT being by any court adjudged bankrupt or insolvent, or upon TENANT making an assignment for the benefit of creditors; it being agreed that such adjudication in bankruptcy or insolvency or assignment for the benefit of creditors shall constitute a breach of this lease, and thereupon the LANDLORD shall be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the Premises for the residue of said term.

(b) If the rent above reserved, or any part thereof, shall be behind or unpaid on the day whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants and agreements herein contained to be kept by TENANT, and if said default shall be permitted by TENANT to continue five (5) days after receipt by TENANT from LANDLORD of a written notice of said default, it shall and may be lawful for the said LANDLORD to sue for said overdue rent or for damages due to said default, or at LANDLORD'S option, to declare said term ended, and into the said Premises, or any part thereof, in the name of the whole to re-enter, and the TENANT or any other person or persons occupying in or upon the same to expel, remove and put out, using such force as may be necessary in so doing, and the said Premises again repossess and enjoy as in the first and former estate; and in such case, or in case of termination of this lease in any way, the TENANT does hereby covenant and agree to surrender and deliver up said above-described Premises and property, peaceably, to LANDLORD, immediately upon the

termination of said term as aforesaid, and if TENANT shall remain in possession of the same after such default, or after the termination of this lease in any of the ways above named, TENANT shall be deemed guilty of a forcible detainer of said Premises under the statutes, and shall be subject to all of the conditions and provisions above named, and to eviction and removal as above stated.

(c) In the event TENANT shall fail to pay rent, or default in any of the covenants and agreements of this lease as above provided, and if said default shall continue thirty (30) days after receipt by TENANT from LANDLORD of a written notice of said default, this shall constitute a breach of the lease, and it shall and may be lawful for LANDLORD, in addition to other remedies herein provided for or provided by law, either (1) to re-lease the Premises as agent of TENANT, applying all net rent received, after necessary expenses, to the rent to be paid by TENANT, and in that event TENANT shall be and remain liable to LANDLORD for the excess of rent, if any, which is due pursuant to this lease, or (2) to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term thereof, less the fair rental value of the Premises for the residue of said term.

20. CONDEMNATION. In the event a suit for condemnation is imminent, the parties agree to use their best efforts to reach an agreement and to convey their respective interests to the authority which would otherwise condemn without legal action, and in that event the estate so conveyed shall be treated as though taken by eminent domain. In the event of eminent domain proceedings, the parties agree to cooperate in proving the value of the Premises and the damages sustained. In the event of a voluntary conveyance as above set forth, or in the event of condemnation, either total or partial, the parties agree to use their best efforts to agree with reference to all problems raised, including (but not exclusively) the following: the abatement of rent, the apportionment of damages, the restoration of the remaining uncondemned portion of the Premises, and the right of TENANT to cancel the lease due to partial condemnation. If the parties cannot agree concerning any one or more of the problems raised, the

same shall be settled by arbitration. Each of the parties shall choose one arbitrator and said two arbitrators shall choose a third. The arbitrators shall be experienced, reputable realtors in the county in which the Premises are located and shall be competent and impartial and of good moral and business reputation. They shall be directed to render a report in writing signed by each of them within ten (10) days. The expense of the arbitration shall be borne equally by the parties, and the report of the arbitrators shall be binding upon both LANDLORD and TENANT. In the event a portion of the Premises herein demised is condemned, and which such taking renders the balance of the Premises unusable by TENANT for the purposes herein demised, TENANT shall have the right to cancel this lease at such time as said Premises are so taken.

21. NOTICES. All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by registered mail to the LANDLORD at the last address where rent was paid, or to the TENANT, before occupancy of the demised Premises, addressed to 111 South Capital Street, Pekin, Illinois 61554, and after occupancy of the demised Premises, to the demised Premises. Date of service of a notice served by mail shall be the date on which such notice is received.

22. POSSESSION UPON TERMINATION. The TENANT covenants and agrees that it will yield up said Premises to said LANDLORD at the expiration of the lease demised, whether by forfeiture or by the expiration of time, in as good condition as when the same was entered into and taken possession of by TENANT, loss by fire, act of God, or ordinary wear and tear excepted.

In the event of the dissolution or disbandment of TENANT, or the City of Pekin's secession as a party to the TPCCC organization, this agreement shall terminate effective the same date as such dissolution, disbandment, or secession.

23. ACCESS BY LANDLORD. The LANDLORD reserves the right to have reasonable access at reasonable hours upon reasonable notice for itself, its agents or employees, to the Premises hereby leased, for the purpose of making any needed repairs to said Premises,

and it is further agreed that said TENANT shall permit said LANDLORD, its agents, attorneys or assigns, to put the usual notice of "To Let" or "For Sale" upon said Premises during the three (3) months next preceding the expiration of this lease.

24. ACCESS BY TENANT. The LANDLORD shall provide to TENANT access to the Premises at all times, day or night, twenty-four hours per day, three hundred sixty-five days per year.

25. TIME OF ESSENCE. It is further agreed that time shall be of the essence of all covenants and payments to be made under this lease.

26. QUIET ENJOYMENT. Tenant, upon the payment of the rent herein reserved and upon TENANT'S performance of all of the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased Premises without any disturbance from the LANDLORD, or from any others claiming through LANDLORD.

27. HOLD HARMLESS. TENANT will at all times defend, indemnify and save and keep harmless LANDLORD against and from any and all loss, costs damage, expense or attorney's fees arising out of the conduct of its business on said Premises.

28. BINDING UPON SUCCESSORS. The covenants of this lease shall be obligatory upon and shall extend to the successors and assigns of LANDLORD and the successors and assigns of TENANT. TENANT shall, however, not assign this lease or sublet the Premises or any portion of the same without first obtaining the written consent of LANDLORD.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year first above written.

TENANT:

TAZEWELL/PEKIN CONSOLIDATED
COMMUNICATION CENTER, an Illinois not-for-
profit corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

LANDLORD:

CITY OF PEKIN, an Illinois municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

CI 3486634

ORIGINAL COPY
COMPREHENSIVE INSURANCE POLICY100
general casualtyACCOUNT NO. 9624094080
RENEWAL DECLARATIONRENEWAL OF:
CI 3486634

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CI 3486634	05/01/2006	05/01/2007	GENERAL CASUALTY CO OF IL	0100297
NAMED INSURED AND ADDRESS			AGENT	
TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER 1130 KOCH ST PEKIN IL 61554			KUHL & COMPANY 632 W JEFFERSON PO BOX 66 MORTON IL 179 61550	

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$ 1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
PERSONAL & ADVERTISING INJURY LIMIT (ANY ONE PERSON OR ORGANIZATION)	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES)	\$ 100,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 5,000

TOTAL GENERAL LIABILITY COVERAGE PART PREMIUM:	\$ 363
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CI 3486634

ORIGINAL COPY
COMPREHENSIVE INSURANCE POLICY**general liability**ACCOUNT NO. 9624094080
RENEWAL DECLARATIONRENEWAL OF:
CI 3486634

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CI 3486634	05/01/2006 05/01/2007	GENERAL CASUALTY CO OF IL	0100297
NAMED INSURED AND ADDRESS		AGENT	
TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER 1130 KOCH ST PEKIN IL 61554		KUHLE & COMPANY 632 W JEFFERSON PO BOX 66 MORTON IL 179 61550	

COMMERCIAL PROPERTY COVERAGE PART DECLARATION

PREM - ADDRESS: 1130 KOCH ST

PEKIN, TAZEWELL CO, IL
PREM BLD DESCRIPTION OF PREMISES

003 001 OFFICE/TOWER

CONSTRUCTION: JOISTED MASONRY

PROTECTION CLASS: 04

COVERAGES PROVIDED:

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR THE COVERAGES SHOWN BELOW:

PREM	BLD	COVERAGE	COVERED CAUSE OF LOSS
003	001	BUILDING	SPECIAL
		LIMIT OF INSURANCE:	\$95,000
		DEDUCTIBLE:	\$500
		OTHER DEDUCTIBLE:	
		COINSURANCE:	90%
		AGREED VALUE EXPIRATION:	
		REPLACEMENT COST:	YES
		INFLATION GUARD:	

PREM	BLD	COVERAGE	COVERED CAUSE OF LOSS
003	002	BUSINESS PERSONAL PROPERTY	SPECIAL
		LIMIT OF INSURANCE:	\$600,000
		DEDUCTIBLE:	\$500
		OTHER DEDUCTIBLE:	
		COINSURANCE:	90%
		AGREED VALUE EXPIRATION:	
		REPLACEMENT COST:	YES
		INFLATION GUARD:	

VALUABLE PAPERS AND RECORDS - COST OF RESEARCH INCREASED LIMIT

\$

NON-OWNED DETACHED TRAILERS - INCREASED LIMIT

\$

TOTAL PROPERTY COVERAGE PART PREMIUM: INCLUDED



REQUEST FOR COUNCIL ACTION

To: Mayor Mackaman, Council Members and
City Manager Dennis Kief

CC: Attorney Burt Dancey

FROM: City Clerk Sue McMillan

AGENDA ITEM: Ordinance No. - 06/07 Amending the Code of the City of Pekin 1995 Regarding References to Council Members as Commissioners

AGENDA DATE REQUESTED: February 12, 2007

ACTION REQUESTED: Adoption of the Ordinance to replace references to Commissioner with the title Council Member.

BACKGROUND:

It was brought to Council's attention that there were several places in the Code that the word "Commissioner" as used in Commission Form of Government was still being used to describe members of Council. It also became a matter in the recent submission of candidates running for office, when the Election Authority questioned if the official ballot should list that our municipality had openings for non-partisan individuals running for a "commissioner" seat or a "council member" seat.

To be consistent with language used in Ordinance 1987 establishing the Council/Manager form of government and to have consistent language throughout the Code of the City of Pekin, it is requested that all references to the word "Commissioner, designating a person elected to serve with the Mayor on the City Council found in the City Code be replaced with the words "Council Member."

FINANCIAL IMPACT: None.

Name Plate Changes for Council Chamber Dias were paid for by a private donation

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Consistency in the title used to address members of the City Council

IMPACT IF DENIED: Inconsistencies

ALTERNATIVES: The word "Council Person"

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

Effective Government

REQUIRED SIGNATURES

Department Director

Sue M. McMillan1/31/07

Date

Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel

[Signature]1/31/07

Date

City Manager

[Signature]2/15/07

Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF PEKIN 1995
REGARDING REFERENCES TO COUNCIL MEMBERS AS COMMISSIONERS**

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 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 interest of the City to amend the City Code to be consistent with language used in Ordinance 1987 establishing the Council/Manager form of government, and to refer to elected Council Members as “Council Members” instead of as “Commissioners.”

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

1. That all references to the word “Commissioner”, designating a person elected to serve with the Mayor on the City Council of the City of Pekin, found in the City Code are hereby replaced with the words “Council Member”.
2. Such references include, but are not limited to Section 1-1-8, Section 1-3-2, Section 1-5-1, Section 1-5-3(D), Section 1-5-5(E), Section 1-5-5(F), Section 4-4A-1.
3. In addition, references to Commissioners under the former government as Commissioners of various divisions, shall be deleted, including but not limited to references in Section 5-2B-6(a), Section 5-2B-6(b), Section 4-3-1, Section 4-3-2, Section 4-4B-5(a), Section 4-4C-3-4.
4. The reference to Commissioner of property in Section 4-3-1 and Section 4-3-2 shall be deleted and replaced with the “Director of Transportation”.
5. The reference in Section 4-4B-5(a) to “Commissioner of Public Health Safety” shall be replaced by “Director of Public Works”.
6. The reference in Section 4-4C-3-4 to the Commissioner of Finance shall be

replaced with “City Manager”.

7. The reference in Section 5-2B-6 to the Commissioner of Public Health and Safety, shall be replaced by “City Manager or Code Enforcement Officer”.

BE IT FURTHER ORDAINED that all other partes 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 affect.

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 _____, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2007,

MAYOR

ATTEST:

CITY CLERK

1-1-6: **AMENDMENTS:** Any additions or amendments to this Code, when passed in such form as to indicate the intention of the Council to make the same a part of this Code, shall be deemed to be incorporated in this Code so that a reference to the Municipal Code of Pekin shall be understood to include them.

1-1-7: **UNAUTHORIZED ALTERATION OR TAMPERING WITH CODE:** It shall be unlawful for any person to change or amend, by additions or deletions, any part or portions of this Code, or to insert or delete pages, or portions thereof, or to alter or tamper with this Code in any manner whatsoever which will cause the laws of the City to be misrepresented thereby.

1-1-8: **DISTRIBUTION OF COPIES:** All of the printed copies of this Code belonging to the City shall be deposited with the Clerk, and he shall deliver one copy thereof to the Mayor and each Commissioner and copies to such other persons as the City Council may direct.

The Mayor or Council shall have the power, as to them shall seem suitable, to extend or reciprocate courtesies of other municipalities by presenting them with a copy of this Code, bound at the expense of the City, and they shall also have the power to present two (2) copies of this Code to the Illinois Municipal League.

- E. "Ordinance": The word "ordinance" contained in the ordinances of the City has been changed in the content of this City Code to "Title", "Chapter", "Section" and/or "subsection" or words of like import for organizational and clarification purposes only. Such change to the City's ordinances is not meant to amend passage and effective dates of such original ordinances.

1-3-2: **DEFINITIONS, GENERAL:** Whenever the following words or terms are used in this Code, they shall have such meanings herein ascribed to them, unless the context makes such meaning repugnant thereto:

AGENT: A person acting on behalf of another.

CITY: Whenever used in this Code, shall be held to mean the City of Pekin, Illinois.

CITY COUNCIL, COUNCIL: Whenever the words "Council" or "City Council" are used, they shall be construed to mean the City Council of the City of Pekin.

CODE: The words "Code" or "this Code" shall mean the Pekin Municipal Code.

COMMISSIONER: A Commissioner of the City.

CORPORATE OR CITY LIMITS: The legal boundaries of the City of Pekin, Illinois.

COUNTY: The County of Tazewell, State of Illinois or, if appropriate, the County of Peoria, State of Illinois.

COURT or CIRCUIT COURT: The Circuit Court of the Tenth Judicial Circuit.

ELECTORS: The persons qualified to vote for elective officers at Municipal elections.

EMPLOYEES: whenever reference is made in this Code to a City employee by title only, this shall be construed as though followed by the words "of the City of Pekin" and shall be taken to mean the employee of this City having the title mentioned or performing the duties indicated.

FEE: A sum of money charged by the City for the carrying on of a business, profession or occupation.

FISCAL YEAR: The fiscal year for the City shall begin on May 1 of each year and end on April 30 of the following year.

JOINT AUTHORITY: All words giving a joint authority to three (3) or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

CHAPTER 5
CITY COUNCIL

SECTION:

- 1-5-1: Members; Term; Vacancies
- 1-5-2: Salary
- 1-5-3: Meetings
- 1-5-3.1 Electronic Attendance at Public Meetings
- 1-5-4: Voting
- 1-5-5: Conducting Business
- 1-5-6: Powers and Duties Generally
- 1-5-7: Specific Duties
- 1-5-8: Reports from Officers and Superintendents

1-5-1: MEMBERS; TERM; VACANCIES: The Council shall consist of the Mayor by Article 5 of the Illinois Municipal Code. (65 ILCS) the initial council and four (4) Commissioners elected for four (4) year terms, as is provided shall consist of two (2) members with two (2) year terms, their successors and all future elected members shall serve four year terms. The term shall commence at the first regular or special meeting of the City Council during the month of May following the proclamation of the results of the regular municipal election. The order of business at said meeting shall be: Pledge of allegiance, roll call, approval of minutes, swearing in of new officers, continuation of all other business of the municipality by the newly elected officers. All members of the City Council shall have the qualifications required by law. Vacancies occurring in the City Council shall be filled by the remaining members, as is provided by 65 Illinois Compiled Statutes 5/5-2-12. (Ord. No. 2410 2/14/05)

1-5-2: SALARY: The Council may fix the annual salaries of its members as provided by law payable in equal monthly installments. (65 ILCS 5/5-4-1)

1-5-3: MEETINGS:

- A. **Regular Meetings:** Regular meetings of the City Council of the City of Pekin shall be held in the Council Chambers in the City Hall on the second and fourth Monday of each month at 5:30 o'clock P.M., except that when Monday shall be a legal holiday, the City Council shall meet on the Tuesday next following at the same hour.
- B. **Adjourned or Recessed Meetings:** Adjourned or recessed meetings of the City Council of the City of Pekin may be held for the purpose of completing any unfinished business of a regular meeting at such time or times as may be determined by majority vote of the City Council.

- C. **Deferred Meetings:** Regular meetings of the City Council may be deferred to the Tuesday or Wednesday next following the regular Monday night meeting by majority vote of the City Council, which vote shall be taken not later than the regular meeting preceding the meeting to be deferred to the following Tuesday or Wednesday night of the following week, and such meeting may be deferred at any time in said manner if it is deemed by the City Council to be in the best interest of the City of Pekin.
- D. **Special Meetings:** Special meetings may be called from time to time by the Mayor or by two Commissioners upon giving not less than forty-eight hours notice to all members of the City Council and Manager.
- E. **Meetings to be Open to Public:** All meetings of the City Council, whether regular, adjourned, recessed or special, shall be open to the public, except as otherwise provided by law. (5 ILCS 120/1 et seq.)
- F. **Presiding Officer:** The Mayor shall preside at all regular and special meetings of the Council; provided, that in the absence of the Mayor, a Mayor Pro Tem shall be selected as provided by statute. (65 ILCS 5/3.1-35-35)
- G. **Addressing:** It shall be unlawful for any person to address or attempt to address any regular or special meeting of the Council except upon the consent of the Mayor or with the consent of a majority of the members present.
- H. **Disturbing:** It shall be unlawful to disturb or interrupt any regular or special meeting of the Council; any person violating any provision of this subsection shall be fined not less than five dollars (\$5.00) and not more than two hundred dollars (\$200.00) for each offense and may be summarily ejected from the Council room and the City Hall.

1-5-3.1: ELECTRONIC ATTENDANCE AT PUBLIC MEETINGS

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.

- E. Consent Agenda: There is hereby established a "consent agenda" for all meetings of the City Council. The following items shall automatically be placed on the consent agenda and shall be approved in one motion by a majority vote of the Council without separate vote on each item. No discussion shall be had on any item on the consent agenda. The consent agenda shall consist of the following items of business:

1. Any item to be received and filed with no action to be taken at the meeting.
2. Resolutions approving claim schedules, manual payables and payroll.
3. Approval or issuance of any license.
4. Proclamations.
5. Appointments.
6. Resolutions or Motions not creating any liability against the City or involving the expenditure or appropriation of any funds.

The Mayor or any Commissioner, at the time the approval of the agenda is considered at the meeting, may request that any item be removed from the consent agenda and placed on the regular agenda for discussion and vote. Upon said request, the item shall be moved to the regular agenda without further discussion or vote.

- F. Certain Rules of Order and Procedure Superseded: The following rules of order and procedure supersede any previous ordinance, resolution or custom adopted by the City which would conflict with these rules:

1. Ordinances, resolutions, motions, contracts, agreements, reports, proclamations and other matters presented to the City Council shall be in writing and need not be read verbatim by the City Clerk or the party presenting. It shall be sufficient for the City Clerk or the party presenting the matter to make a concise statement of the content of the matter being presented.
2. Minutes of prior meetings of the City Council shall be prepared and presented in writing to the City Council prior to the City Council meeting and need not be read verbatim by the City Clerk.
3. The Mayor of the City shall be permitted to participate in all matters and deliberations before the City Council in the same manner and to the same extent as the Commissioners.
4. Public comments and questions shall be limited to those comments and questions to the Council upon such past, present and pending matters upon which the Council has supervisory, appointive or legislative authority or to hear a citizen petition for redress of grievances.

BUS LINE**SECTION:**

- 4-3-1: Supervision of
- 4-3-2: Rates of Fares
- 4-3-3: Smoking Prohibited on Buses

4-3-1: **SUPERVISION OF:** The Municipal motor bus line shall be operated under the supervision and direction of the Commissioner of Public Property. All employees and officers engaged in the operation of the bus line shall be assigned to the Department of Public Property.

4-3-2: **RATES OF FARE:** The fare rate for Pekin Municipal buses as well as school buses and charter fares shall be individually determined by the Superintendent of Buses by and with the consent of the Commissioner of Public Property.

4-3-3: **SMOKING PROHIBITED ON BUSES:**

- A. Prohibited: The smoking of tobaccos while riding on a Municipal bus of the City is hereby declared to be a nuisance, and any person who shall smoke tobacco upon any Municipal bus of the City shall be deemed to have committed a nuisance therein.
- B. Penalty: Any person violating the provisions of this Section shall be subject to penalty as provided in Section 1-4-1 of this Code.

CITY: All that territory within the presently constituted corporate limits of the City of Pekin, Tazewell County, Illinois, together with any additions to or alterations of said territory that may occur in the future. 112

CITY SEWER or SEWER OF THE CITY: Any sewer constructed, under construction or maintained within the corporate limits of the City of Pekin and shall include all manholes, intercepting chambers, pumping plants or other appurtenances thereto.

CODE ENFORCEMENT OFFICER: The person designated or appointed by the City Council of Pekin, Illinois, to administer the provisions of this Article, or his/her designee.
COMBINED SEWER: A sewer intended to carry domestic sewage and such industrial wastes as may be permitted, as well as storm and surface water.

COUNCIL: The Mayor and City Commissioners, duly elected or appointed, of the City of Pekin.

DOMESTIC SEWAGE and SANITARY SEWAGE: The waste or discharge from toilet or other household plumbing fixtures, wash water and dish water, interior basement drainage, and other dirty water from places of human residence, business buildings or institutions, but not including industrial wastes.

EFFLUENT CRITERIA: As defined in any applicable "NPDES permit".

EMERGENCY: A sudden and unexpected condition, the making of remedies for which cannot be postponed until a permit has been secured without endangering life or property.

FLOATABLE OIL: Is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of food.

GROUND WATER: Water which is contained in or flows through the ground.

HOUSE SANITARY CONNECTION and HOUSE CONNECTION: The conduit or pipe for conveying domestic sewage from residences, human habitations, institutions, stables, garages, business buildings or industries, to the connection to a sewer.

HOUSE STORM DRAIN and HOUSE DRAIN: A pipe or conduit which is used to conduct surface, storm, ground, roof, and yard drainage away from any building.

INDUSTRIAL WASTE: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any source, be it from an industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage. Any substance not meeting the definition of "domestic sewage" shall be deemed to be "industrial waste".

MAJOR CONTRIBUTING INDUSTRY: An industrial user of the publicly-owned treatment works that:

- A. Each applicant, if he be the owner of the premises upon which the proposed work is to be done by him personally, shall give a bond signed by two (2) 113 personal sureties or by a corporate surety in the penal sum of ten thousand dollars (\$10,000.00), conditioned upon the applicant's indemnifying and saving the City harmless from any and all liability for damages to persons or property by reason of or resulting directly or indirectly from the construction, alteration, maintenance, repair, cleaning or rodding by such person of any sewer, sanitary connection or storm drain or any work or act of such person on any sewer, sanitary connection or storm drain or any work or act of such person on any sewer, sanitary connection or storm drain or any work or act of omission or commission or by such person incidental thereto, or in connection therewith and conditioned also upon the conformance by such applicant with the conditions and requirements of the ordinances of the City for performing such work and conditioned also upon the restoration by such applicant of the street, alley, sidewalk and pavement disturbed by him as required by applicable law, so as to leave the same in as good condition as before the work was undertaken; such bond shall be submitted by the Code Enforcement Officer to the Commissioner of Public Health and Safety, and upon approval of said bond by said Commissioner and the conformance by said applicant with all the requirements herein specified for such permit, the Code Enforcement Officer shall forthwith issue such permit to said applicant; provided, however, any work hereinabove referred to in this subsection, including cleaning and rodding, in, on or under public property shall be done only by a licensed sewer contractor.
- B. It is expressly stipulated and provided, however, that if application for permit specified that the work therein described is to be performed by a person licensed to perform such work under the provisions of this Article, the bond hereinabove provided for such permit shall not be required as a condition to the issuance of such permit.

4-4B-6: NOTIFICATION OF SEWER CONSTRUCTION WORK: In every case of proposed sewer construction work to be done, notice shall be given and application properly made to the Code Enforcement Officer of the time and place and when and where the work is to commence. Such notice shall be in writing and given at least three (3) full days prior to the commencement of the work.

4-4B-7: CONNECTIONS OUTSIDE CITY LIMITS: Any connection outside the City limits must receive Council approval and be assessed a fee for cost recovery for all operation, maintenance and replacement costs in addition to a capital charge to be set by the Council. Such connection shall conform to the requirements of a discharge agreement between the City and the discharger. The agreement shall include provisions for charges, wastewater characteristics, termination of service and other appropriate requirements.

4-4B-8: STANDARDS FOR WORKMANSHIP AND MATERIALS:

4-4B-8-1: WORKMANSHIP: All workmanship in connection with the construction of any sewer or house sanitary connection or house storm drain shall be of such character as to fully secure the results sought to be obtained in all of the sections of this Article.

4-4C-3-2: LIEN NOTICE OF DELINQUENCY: Whenever a bill for sewer service remains unpaid for forty five (45) days for monthly service or service after it has been rendered, the City Director of Finance shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises and/or current address of the premises served, the amount of the unpaid bill and a notice that the City claims a lien for this amount of the unpaid bill, plus \$25.00 for administrative expenses incurred by the City, plus any fee charged by the Recorder of Deeds for recording the lien and the release of lien. Upon payment of all amounts described in the lien, the lien shall be released by the Wastewater Billing Supervisor. (Ord. 2320, 02-10-03) 114

4-4C-3-3: ENFORCEMENT OF LIEN: If payment shall not be made for charges as provided in this ordinance, any amount due for sewage service, additional charges, or benefits when the same come due, the City may, as provided by the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, foreclose such lien in like manner and with like effect as in the foreclosure of mortgages on real estate. In the alternative, and also pursuant to the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, the City may, in its discretion, file suit to collect such amounts as are delinquent and due against the occupant or user of the real estate in a civil action, and shall collect, as well, all attorney's fees incurred by it, the same to be fixed by order of the court.

4-4C-3-4: REVENUES: All revenues and moneys derived for the operation of the sewage system shall be deposited in the sewerage account of the Sewerage Fund. All such revenues and monies shall be held by the City Director of Finance separate and apart from his private funds and separate and apart from all other funds of the City and all of said sum, without any deductions whatever, shall be delivered to the City Director of Finance not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the Commissioner of Finance.

The City Director of Finance shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewerage Fund of the City". Said Director of Finance shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act" (65 ILCS 5/11-141-18.)

4-4C-3-5: ACCOUNTS: The City Director of Finance shall be responsible for establishing a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the wastewater facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- A. Flow data showing total gallons received at the wastewater plant for the current fiscal year.

5-2B-2: SWEEPING INTO PUBLIC PLACES; DUTY TO KEEP SIDEWALK CLEAN:

No person shall sweep into or deposit in any gutter, street, or other public place the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

5-2B-3: MERCHANTS TO KEEP SIDEWALKS, PUBLIC PLACES FREE OF LITTER:

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street, or other public place the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business shall keep the sidewalk in front of their business premises free of litter.

5-2B-4: DUTY TO MAINTAIN PREMISES FREE OF LITTER: The owner or person in control of any ___ivate property shall at all times maintain the premises free of litter; provided, however, that this Section shall not prohibit the storage of litter in authorized private receptacles for collection.

5-2B-5: LITTER ON VACANT LOTS: No person shall throw or deposit litter on any open or vacant private property whether owned by such person or not.

5-2B-6: CLEARING LITTER FROM PRIVATE PROPERTY BY CITY:

- A. The Mayor or the Commissioner of Public Health and Safety is hereby authorized and empowered to notify the owner of any open or vacant private property or the agent of such owner to properly dispose of litter located on such owner's property which is dangerous to public health, safety or welfare. Such notice shall be by registered mail, addressed to said owner, at his last known address.
- B. Upon the failure, neglect or refusal of any owner or agent so notified to properly dispose of litter dangerous to the public health, safety or welfare within forty eight (48) hours after receipt of written notice provided for in subsection A or within forty eight (48) hours after the date of such notice, in the event the same is returned to the City because of the inability of the United States mail to make delivery thereof; provided the same was properly addressed to the last known address of such owner, or agent, the Mayor or the Commissioner of Public Health and Safety is hereby authorized and empowered to pay for the disposing of such litter or to order its disposal by the City.
- C. When the City has effected the removal of such dangerous litter or has paid for its removal, the actual cost thereof, plus accrued interest at the rate of six percent (6%) per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to the owner of such property, and said charges shall be forthwith due and payable by said owner and may be recovered by suit at law.

**REQUEST FOR COUNCIL ACTION****To: Mayor Mackaman and Council Members****CC: Dennis Kief, City Manager
Sue McMillan, City Clerk****From: Attorney Sue Bosich**

AGENDA ITEM: Ordinance No. 2516-06/07 Amending Ordinance No. 2448 Establishing Policies and Practices for Mayor and Council Members

AGENDA DATE REQUESTED: February 12, 2007

ACTION REQUESTED: adoption of the ordinance to incorporate E-mail and Electronic Document Policies into the Council Policies and Practices ordinance adopted in 2005

BACKGROUND: The Council approved a resolution in December that amended the City of Pekin Employee Handbook to reflect revised Internet and E-mail policies that comply with Local Records and Open Meeting Act. Council members need to comply with the same Local Records requirements as employees. The two major differences in policies are that the Internet use does not apply to Council and disciplinary action cannot be enforced but possible censure by the Council could.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: A system for proper retention of e-mails that are public documents.

IMPACT IF DENIED: Could be in violation of the Local Records and Open Meetings Act.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective government

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

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING POLICIES AND PRACTICES
FOR MAYOR AND COUNCIL MEMBERS OF THE CITY OF PEKIN
BY AMENDING ORDINANCE NO. 2448**

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 of Pekin currently does not have a formal E-Mail and Electronic Document Policy governing policies for the Mayor and Council Members; and

WHEREAS, the City has developed an E-Mail and Electronic Document Policy, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “E-Mail and Electronic Document Policy”); and

WHEREAS, the City Council has determined that it is in the best interest of the City of Pekin to amend Ordinance 2448 by adding provisions for policies and practices for Mayor and Council Members on E-Mail and Electronic Documents.

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

1. That Ordinance 2448, Section 8 be amended by deleting Section 8 in its entirety and inserting in its place Exhibit A attached hereto.

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 _____, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2007.

MAYOR PRO TEM DAGIT

ATTEST:

CITY CLERK

EXHIBIT “A”**E-MAIL AND ELECTRONIC DOCUMENTS POLICY**

The City of Pekin provides the use of E-Mail to help Council Members create, use, and manage e-mail as part of the daily transaction of City business. The facilities to provide that access represent a considerable commitment on the part of the City of Pekin.

PURPOSE

This policy sets forth some general guidelines as to what constitutes a “public record.”

INTENT

To establish guidelines that will promote the effective capture, management, and retention of e-mail messages which are public records in compliance with records retention requirements. This policy is not intended to discourage the use of e-mail to conduct municipal business, but rather to establish a framework for its proper use as a communications tool. E-mail can still function as a viable, efficient means to conduct municipal business. Consistency, predictability, and reliability in the manner in which the e-mail system is used and in which public records are maintained within the municipality, are the primary focuses of this policy.

POLICY

All municipal records should be inventoried and analyzed for administrative, legal, financial and historical values to ensure that:

1. Valuable records are adequately preserved; and
2. Non-records and obsolete records are destroyed in accord with authorized records retention schedules and after approval is received from the Local Records Commission.

SCOPE

This policy applies to all e-mail attachments circulated within the municipality.

DEFINITIONS

- A. E-mail messages are text documents which are created, stored, and delivered in an electronic format. As such, e-mail messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.
- B. Non-record messages are e-mail messages that do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. Rather, they are informal communications

that are similar to communications during telephone conversations or conversations in an office hallway. Generally, non-record messages are short-lived, with no historical significance or public importance, and need not be retained after they have fulfilled their purpose. Examples include:

1. Routine requests for information or publications which require no administrative action, policy decision, or special compilation or research, and copies of replies.
2. Originating office copies of letters of transmittal that do not add any information to that contained in the transmitted material.
3. Quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting confirmations, etc.).

C. Records retention schedules are listings of agency records and how long they must be retained.

ACCESS AND PRIVACY

Users should take note that the information generated on e-mail may be a public record subject to public inspection.

RETENTION

Generally, e-mail messages are temporary communications which are non-vital and may be discarded routinely. However, depending on the content of the e-mail, it may be considered public record. Accordingly, employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between records and non-record information.

Non-record messages should be deleted from files as soon as they have fulfilled their purpose. These are records that are not required to be kept under law or whose preservation is not necessary or convenient to conduct municipal business. On the other hand, messages determined by users to be records should be properly preserved and disposed of as specified in the municipality's approved records retention schedule. Examples of messages considered to be records might include policy documents or contract related documents.

Messages and attachments shall be reviewed at minimum every 15 days and, if they are determined to be records, printed fully (including time, date, sender and receiver) and retained in paper format.

The IT Department may and Council Members should have them delete all messages from the server thirty (30) days after they have been opened.

Factors to consider in deciding whether a document is a record are:

- 1) Is it in connection with the transaction of public business (this eliminates all e-mails which do not relate to public business, i.e., personal notes, etc.)?
- 2) Is it official documentary material (a draft of a letter vs. the letter itself)?
- 3) Is it FOIAable? For example, “preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated” need not be produced under FOIA, “except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body.” Therefore, unless a Council Member wishes to keep their preliminary drafts, notes, etc., there seems to be no point in keeping these documents and presumably they may be destroyed if paper or deleted if e-mail.
- 4) Is the material “appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein”? These would eliminate the necessity of keeping documents which do not reflect the official actions of the municipality, but rather the comments or actions of individuals which reflect not the policy of the municipality but the thought of the individual.
- 5) Does the document have any historical significance? Is the document evidence of the function, policies, decisions, procedures or other activities of the municipality or of just an individual?
- 6) Even if a document is a record it need not be kept forever. The LRA sets up timetables within which records may be destroyed. Each municipality should refer to its own Records Retention Schedule to determine how long a particular record must be retained. If a Records Retention Schedule does not yet exist, the Local Records Commission should be contacted by the municipality in order to gain assistance in:
 - a. creating an inventory of the documents that exist within the municipality;
 - b. determining the amount of time each category of records must be retained;
 and
 - c. obtaining approval of the retention periods assessed to each record.

Examples of potential records requested to be retained in a Records Retention Schedule, and their generally requested retention periods, include:

1. E-mails considered public records -- 1 year
2. Unsolicited applications for employment – 1 year
3. Solicited applications for employment – 2 years
4. FOIA requests and denials -- 2 years after the date of filing
5. Lawsuits – 3 years following final settlement
6. Bids – 10 years (successful), 3 years (unsuccessful)

7. Annexation agreements, transcripts, plats, ordinances – permanently

7) Many e-mail documents rapidly become stale and do not reflect “function, policies, decisions, procedures, etc.” when a matter is finalized. Therefore, the municipality can simply keep the final document.

8) Are the records duplicative? Only one copy need be retained.

NOTE: A public record that is stored and accessible after this time is still a public record and must be produced upon request, if it does not fall within one of FOIA’s exemptions. Accordingly, a systematic deletion program that eliminates obsolete documents should be implemented in conjunction with the system administrator.

EXAMPLES OF E-MAILS THAT GENERALLY CONSTITUTE PUBLIC RECORDS

8. E-mail created or received by Council Members in connection with municipal business
9. E-mail that facilitates action, such as initiating, authorizing or completing a transaction in connection with municipal business

EXAMPLES OF E-MAILS THAT GENERALLY DON’T CONSTITUTE PUBLIC RECORDS

10. Personal e-mail messages and announcements not related to municipal business
11. Copies or extracts of documents e-mailed for convenience or reference
12. Internal e-mails created by Council Members on work-related topics which do not facilitate action (i.e., cover notes, etc.)
13. E-mails containing drafts, notes or inter-office memoranda that are not retained by the municipality in the ordinary course of business

EXAMPLES OF E-MAILS THAT MAY CONSTITUTE PUBLIC RECORDS

14. E-mail that provides substantive comments on an action taken by the municipality (i.e., comments add to a proper understanding of the execution of the final municipal action)
15. E-mail providing documentation of significant official decisions and commitments reached orally and not otherwise documented in the municipality’s files

RESPONDING TO FOIA REQUESTS

If an e-mail does fall within the definition of a public record it may not be deleted, except as provided in the municipality’s record retention schedule. Further, these e-mails should be reviewed prior to release under FOIA so that any exempt information contained in them may be deleted or redacted. Finally, if the e-mail falls within one of the exemptions (i.e., protected by

attorney-client privilege), it need not be produced.

If in doubt as to whether an e-mail message is a public record or contains exempt information, contact Corporation Counsel or City Clerk for clarification.

COPY OF RECORD

Where e-mail communication is between a sender and a recipient, the sender's copy is designated as the copy of record. In other words, it is the sender's copy to which any retention requirements should apply. All other copies are merely "duplicates" and can be disposed of at will. Cases where this principle does not apply include e-mail received from other agencies or from the public.

REVIEW

A periodic review of this policy shall be undertaken to keep the policy current with best practices and new technology.

ACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL

The City of Pekin encourages the use of the e-mail because they make communication more efficient and effective. The City also encourages the use of telecommunications to explore occupational topics, conduct research, and contact others in the same job field throughout the country. The City anticipates that the systems will expedite the sharing of effective practices and lessons across the community and will help the City stay on the leading edge of practice by forming partnerships with others across the nation. E-Mail is City of Pekin property, and it is to be used exclusively to facilitate city business. Every Council Member has a responsibility to maintain and enhance the City of Pekin's public image and to use e-mail in a productive manner. Any unauthorized or improper use of e-mail is not acceptable and will not be permitted.

UNACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL

The City of Pekin e-mail may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. (Refer to the City of Pekin Sexual Harassment policy). No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the City of Pekin system. No abusive, profane or offensive language may be transmitted through the City of Pekin's e-mail. The City of Pekin's harassment policy applies in full to e-mail. City Council Members do not have a personal privacy right regarding any matter created, received, stored or sent from or on the City of Pekin's e-mail or computers.

The City of Pekin e-mail also may not be used for any purpose that is illegal, against company policy or contrary to the City of Pekin's best interest. Solicitation of non company business or any use of the City of Pekin e-mail for personal gain is prohibited.

RULES FOR ELECTRONIC COMMUNICATIONS

Each City Council Member is responsible for the content of all text, audio or images that he or she places on or sends over the City of Pekin's e-mail system. City Council Members may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or from another business entity. City Council Members must include their name in all messages communicated on the City of Pekin's e-mail system.

Any messages or information sent by a City Council Member to another individual outside the City of Pekin via the City of Pekin e-mail system (including bulletin boards, online services or Internet sites) are statements that reflect on the City of Pekin. Despite personal "disclaimers" in electronic messages, any statements may be tied to the City of Pekin. Any communication defaming another person, group or organization is strictly prohibited.

All communications sent by Council Members via the City of Pekin's e-mail must comply with all policies and may not disclose any confidential or proprietary information relating to the City of Pekin.

If Council Members receive unsolicited e-mail from outside the City that appears to violate this policy, the Council Member should notify the City Manager or Corporation Counsel.

DOWNLOADING SOFTWARE

To prevent the downloading of computer viruses that could contaminate the e-mail, no Council Member may download software from the Internet without prior authorization from the IT Department. If unsure, the department head should clear the request with the IT Department before authorization is granted. Any and all software that is downloaded from the Internet must be registered with the City of Pekin.

COPYRIGHT AND TRADEMARK ISSUES

Copyrighted and trademarked material that does not belong to the City of Pekin may not be transmitted by Council Members on the City of Pekin's e-mail without permission from the holder of the copyright or trademark. Every Council Member who obtains access to other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

SYSTEM SECURITY

The City of Pekin reserves the right to monitor how Council Members use e-mail. The City of Pekin will monitor e-mail messages and other electronic files created by Council Members on a random basis, and where there is good cause for such monitoring or some legal obligation to do so. All messages created, sent or received over the City of Pekin's e-mail are the City of Pekin's

property and should not be considered private information. The City of Pekin reserves the right to access and monitor EVERY message and file on the e-mail. Despite the existence of any passwords, Council Members should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

VIOLATIONS

Any Council Member who violates these ideas or otherwise abuses the privilege of the City of Pekin's e-mail will be subject to censure by the City Council. If necessary, the City of Pekin also reserves the right to advise appropriate officials of any illegal activities.

CITY OF PEKIN E-MAIL USER AGREEMENT

I have received a copy of the City of Pekin policy guidelines on acceptable use of e-mail. I understand that use of this equipment for private purposes is limited as set forth in the policy. As part of the City of Pekin organization and a user of the City of Pekin gateway to the e-mail system, I understand that this e-mail policy applies to me. I have read the policy and agree to follow all policies and procedures that are set forth therein for the duration of my term with the City of Pekin.

Furthermore, I understand this document can be amended at any time.

Council Member Signature
Council Member Printed Name
Date:



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Contract For Purchase of Electricity

AGENDA DATE REQUESTED: February 12, 2007

ACTION REQUESTED: Authorize City Manager to enter into a Contract for Purchase of electricity from lowest responsible certified energy supplier if the rate obtained can be lower than that provided by Central Illinois Light Company d/b/a AMEREN CILCO

BACKGROUND: As a part of the electric deregulation process, an auction has been held at which Central Illinois Light Company d/b/a AMEREN CILCO has bid its rates

- * The City in conjunction with the Library, Park District, County and other potential governmental agencies will be sending out a joint Request For Proposal (RFP) for electric supply.
- * The purpose of the RFP is to determine whether there were certified energy providers who could provide these government entities with power for less than the rates to be charged by the Central Illinois Light Company.
- * A copy of that joint RFP is attached.

FINANCIAL IMPACT: Savings depends on how much under CILCO's rates the lower proposer provides.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City could pay less than CILCO rates

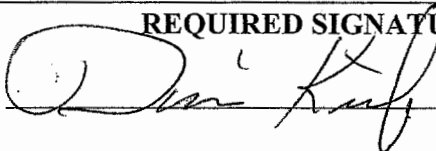
IMPACT IF DENIED: City would pay CILCO rates (FY 2008 budgeted at +55%)

ALTERNATIVES: N/A.

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

REQUIRED SIGNATURES

Department Director



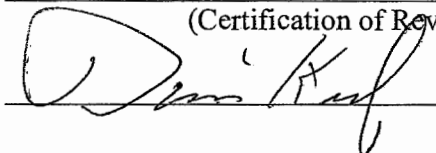
Finance Department

N/A
(Certification of Availability of Funds)

Corporation Counsel

N/A
(Certification of Review)

City Manager





REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Tourism Grants – Tazewell County Historic Places Society

AGENDA DATE REQUESTED: February 12, 2007

ACTION REQUESTED: Approval of 2 Grants

BACKGROUND: There are 2 categories of grants offered by the City's Tourism Department.

- 1) Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- 2) Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Final papers were satisfactorily submitted for the Art Festival held last August. I would recommend that their grant in the amount of \$277.17 (50% of the \$554.34 expenses) be approved.

Final papers were satisfactorily submitted for the for Scott Altman Events at the Dragon's Dome. I would recommend that their grant in the amount of \$1,121.18 (1/3 of the \$3,363.55 expenses) be approved.

FINANCIAL IMPACT: \$1,398.35 for the 2 Events (Budgeted Line Item from Hotel/Motel Tax Revenue)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Payment made for successful event

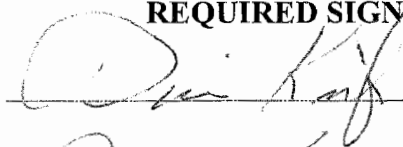
IMPACT IF DENIED: Potential financial hardship for future similar events

ALTERNATIVES: No viable options.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme

REQUIRED SIGNATURES

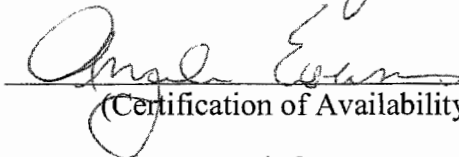
Department Director



2/6/07

Date

Finance Department


(Certification of Availability of Funds)

2-6-07

Date

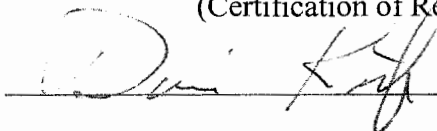
Corporation Counsel

NA

(Certification of Review)

Date

City Manager



2/6/07

Date



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Tazewell County Historic Places Society

Contact Person: Christal E. Dagit, President

Address: 1413 Charlotte St.

City, State, Zip: Pekin, IL. 61554

Phone: 309-346-1889 Email: _____

Date(s) of Event: August 13, 2006 Date Report Due: Unknown

Amount of Grant Requested: \$2,000.00

(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$ 554.34

Total Income from Event (*attach list of revenues*): \$ 875.00

Actual Attendance: 275

Number of hotel rooms used (specify hotel): Unknown

Potential Future Business? (please describe): This was our first Art Festival. 2007

Art Festival is now in planning stages. We will be searching for potential
vendors from throughout the United States besides the Central Illinois area.
To be completed by Visitor's Bureau

Economic Impact:

Number of People: _____ multiply by \$89 per day = \$ _____

Number of Nights: _____ multiply by (room rate) = \$ _____

Total Economic Impact: \$ _____

Continued from page 1

2006 vendors came from Peoria, Havana, Manito, Deer Creek, East Peoria and from throughout the Central Illinois area. We had in attendance visitors from all over the area and even from another state. We greatly hope to increase recognition and attendance in 2007.

Tazewell County Historic Places Society
Profit & Loss Statement
Art Festival Project

Income:

Vendor booths	\$ 500.00
Sponsorships	75.00
Art class income	76.00
Soda & Ice cream sales	<u>224.00</u>
Total	\$ 875.00

Expenses:

Soda & ice cream costs	\$ 100.92
Copies & supplies	230.42
Tent for classroom	63.00
Portable toilets	<u>160.00</u>
Total	\$ 554.34

Profit on project	\$ 320.66
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GRANT APPLICATION

Name of Organization: Tazewell County Historic Places Society

Contact Person: Christal E. Dagit

Address: 1413 Charlotte St.

City, State, Zip: Pekin, IL 61554-3729

Phone: 309-346-1889

Date of Event: 2006, Oct 2 & 3rd Date Grant Issued: _____ Date Report Due: _____

Amount of Grant: \$ 2,500.00

Total Expense of Event: \$ 3,363.55

Total (Grant Eligible) Expense of Event: \$1,500.00

Total Income from Event: \$ 1,490.72

[Grant Eligible Expenses need to be noted on the list of expenses]

Actual Attendance: over 4,600

Number of hotel rooms used (specify hotel): not known

[if more than 10 hotel rooms used from any hotels, a Pickup Report certifying that number of rooms must be received from the hotel]

Potential Future Business? (please describe): Now under discussion (Robotics program with robotics developers and companies to show adults and students examples of robotics uses in our daily lives.

To be completed by Visitor's Bureau: _____

Economic Impact:

Number of People: _____ multiply by \$89 per day = \$ _____

Number of Nights: _____ multiply by (room rate) = \$ _____

Tazewell County Historic Places
Profit and Loss Statement
Scott Altman Appearance
October, 2006

Income:

Sponsorships for reception	\$ 800.00
Gate receipts on Monday night	680.00
Miscellaneous income	<u>10.72</u>
Total	\$ 1,490.72

Expenses:

Flyers and promotional material	\$ 48.55
Rental of sound and A/V equipment	1,800.00
Rental of Pekin Dome hall	1,100.00
Heavenly Delights - Reception Food	415.00
NASA administrative fees	<u>?????</u>
Total	\$ 3,363.55

Loss \$ 1,872.83



City of Pekin

CITY OF PEKIN POLICY NO. 13

City of Pekin Municipal Bus Service – Agreement With GPMTD

Policy

City of Pekin Intergovernmental Agreement For Transit Services

On January 22, 2007, the Pekin City Council approved the Intergovernmental Agreement For Transit Services to be provided by Greater Peoria Mass Transit District. At the time of the passage of that agreement the City Council directed Staff to prepare a Policy that would stipulate that any references to "approval by the City" would have to come back to the City Council for their approval. Below is a list of those items that will come back to the City Council.

Changes in times or routes would be mutually agreed upon by both parties.

GPMTD will store buses at a building owned by the City. Should the location change this has to be mutually agreed upon by both parties.

If regulated agencies require changes in the way ADA paratransit service is provided and this creates a significant increase in the cost in providing ADA services and public transit services in general, the parties agree to reopen discussions concerning the costs for providing these services.

The cost for the second and third years of the initial contract term and for any option year will be on the basis of the fully allocated cost for the service.

Purpose

This policy is adopted to provide the Pekin City Council the approval on issues that will sustain, enhance and diversify the community's municipal bus service while maintaining a focus on the City's conceptual plan.

Adopted this 12th day of February 2007.

Amended this 12th day of February 2007.