



City of Pekin

REGULAR COUNCIL MEETING OF JANUARY 8, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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 December 11, 2006

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:** Police Report, Fire Report, Airport Commission Minutes, LADD Minutes, Inspections Department Minutes, Building Department Report, and Tazewell County Animal Control Report
2. **Proclamation:** Dr. Martin Luther King Jr. Day January 15, 2007
3. **Charitable Solicitation:** Shade Memorial Youth Camp Tag Day - April 27, 28, 29, 2007
Dalton Blakley St. Jude Benefit - February 10, 2007
4. **Resolution No. 179-06/07 - Appointments to Mayor's Advisory Committee for Person with Disabilities**
5. **Pekin Planning Commission Minutes** Dated December 11, 2006
6. **Receive and File Planning Commission Hearings and Recommendations:**
 - a. Hearing #1730 – denial of the Special Use Request for Cluster Housing in Osbrey Court
 - b. Hearing #1731 – approval of the Special Use Request for Drive-Thru for Wendy's
 - c. Hearing # 1732 – approval of the Site Plan for Drive-Thru for Wendy's

Action to be taken under New Business

ACTION: Motion to approve the Consent Agenda

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. Public Hearing Annexation

DESCRIPTION: Hearing for the purpose of considering testimony relative to the adoption of an ordinance providing for the annexation of territory known as 1519 California Road.

PRESENTATION: City Manager Dennis Kief

ACTION: Taken under New Business

2. FY 2006 Audit Report

DESCRIPTION: Presentation to summarize the Financial State of the City for FY 2006

PRESENTATION: Jim Warning of Willock Warning & Co., P.C.

NO ACTION REQUIRED

IX. NEW BUSINESS

1. Ordinance No. 2512-06/07 – Providing for the Annexation of Certain Territory

(DK)

DESCRIPTION: Request from Harland D. Bessler to annex Lot 99 in Country Club Estates PIN # 05-05-32-102-013 know as 1519 California Road.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

2. Special Use Request for Cluster Housing

(JW)

DESCRIPTION: Request from Gary Allen to allow cluster housing on certain lots at Osprey Court. Request was denied by the Planning Commission for failure to meet requirements.

ACTION: Motion to accept recommendation of PPC to deny the Special Use

3. Special Use Request for Drive-Through for Wendy's

(JW)

DESCRIPTION: Request for special use for a drive through lane for new business in Walton Subdivision Lot 2, Out Lot 1. Request was approved by the Planning Commission.

ACTION: Motion to approve Special Use Request for a drive-through

VOTE REQUIRED

4. Site Plan for Drive-Through for Wendy's

(JW)

DESCRIPTION: Request for special use for a drive through lane for new business in Walton Subdivision Lot 2, Out Lot 1. Request was approved by the Planning Commission.

ACTION: Motion to approve Special Use Request for a drive-through

VOTE REQUIRED

5. STS Agreement for Design of Veterans Drive South

(JW)

DESCRIPTION: Agreement with STS Consultants for the construction design of the southern portion of Veterans Drive from Commercial Drive to Route 29

ACTION: Motion to approve an agreement in the amount not to exceed \$630,000.

PRESENTATION: City Manager Dennis Kief

VOTE REQUIRED

6. Funding Agreement for Veterans Drive

DESCRIPTION: *Agreement with IDOT for the expenditure of funds provided by Senator Shadid for Veterans Drive. The funding will be split to accomplish both construction design and land acquisition of the southern portion of Veterans Drive from Commercial Drive to Route 29. This agreement assigns \$400,000 to be used for design.*

(JW)

ACTION: *Motion to approve an agreement in the amount of \$400,000.*

VOTE REQUIRED

7. Funding Agreement for Veterans Drive

DESCRIPTION: *agreement with IDOT for the expenditure of funds provided by Senator Shadid for Veterans Drive. The funding will be split to accomplish both construction design and land acquisition of the southern portion of Veterans Drive from Commercial Drive to Route 29. This agreement assigns \$100,000 to be used for land acquisition.*

(JW)

ACTION: *Motion to approve an agreement in the amount of \$100,000.*

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

XI. EXECUTIVE SESSION

Threaten Litigation 5 ILCS 120/2 (c) 11.

ACTION: *Motion to move to executive session for the purpose of discussing litigation.*

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 DECEMBER 11, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

**PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT
ABSENT: NONE**

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

Roll was called and all commissioners were present.

Agenda

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

Minutes

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that the **Minutes of the Regular Council Meeting of November 27, 2006 and the Special Council Meeting of November 30, 2006 be approved as written.** On roll call vote, all present voted Aye.

Consent Agenda

Mayor Mackaman reminded the public if approved, the Consent Agenda approves all items read.

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

1. **Receive and File Reports and Minutes:** Police Department November Report, T/PCCC November Report, Building Department Report
2. **Receive and File Pekin Groundwater Guardian Designation 2006**
3. **Receive and File Annual Financial Statements for Year Ended April 30, 2006 and Sewerage Fund April 30, 2006 Prepared by Willock Warning & Co., P.C.**
4. **Proclamation: National Drunk and Drugged Driving (3D) Prevention Month December 2006**
5. **Resolution No. 172-06/07 – Appointment on expiration of current term of Robert Small to the Pekin Housing Authority Board for a 5 year term until January 14, 2012**
6. **T-Mobile Consent to Sublease – co-location tower at Eastside Fire Station**
7. **Receive and File Petition for Annexation – Harlan D. Bessler Lot 99 Country Club Estates**
8. **Receive and File Insight Communication notice of rate increase**
9. **Receive and File Pekin Fire Department 2% Foreign Fire Insurance Fund**
10. **Grant Application/Agreement to be submitted to DCEO for the purpose of sidewalk improvement on a portion of Derby Street**

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

A PUBLIC HEARING for the purpose of considering and hearing testimony relative to the adoption of the City of Pekin **BUDGET FISCAL YEAR MAY 1, 2007 THROUGH APRIL 30, 2008** was opened by Mayor Mackaman at 5:300 p.m. Mayor Mackaman stated that the Budget presented met the objectives of the Conceptual Plan. A summary was given of the steps taken to reach final approval, draft prepared by staff, special meetings on November 9 and 20 to

discuss changes, opportunities for council to meet individually with the manager.

City Manager Dennis Kief stated there was no “fat” in the budget yet it was time to budget for major capitol improvements such as Hanna Drive expansion, Treatment Plant improvements, Broadway Road and Veterans Drive construction projects. City revenues for FY 08 were anticipated to be up 9.8% but expenditures were to be up 17% over the same period. Mr. Kief then presented an explanation of how a positive balance did not come from the General Fund Reserves, bond passage or new or increased fees. Items costing a total of \$1, 154,000 were placed on a bubble list resulting in a General Fund positive balance of \$54,239 and overall budget of a positive balance of \$748,037.

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There were no public comments received. The hearing was closed at 5:55 p.m.

New Business

RESOLUTION NO. 173-06/07

BUDGET RESOLUTION

MAY 1, 2007 THROUGH APRIL 30, 2008

Motion by Com’r. Maddox, seconded by Com’r. Blanchard, that Resolution No. 173-06/07 be adopted. The Council was presented the FY May 1, 2007 through April 30, 2008 Budget in the amount of \$44,732,980. Com’r. Blanchard expressed dissatisfaction that expected cuts were not made and felt there was still a deficit. Com’r. Maddox addressed the specific supplements. The General Fund was not utilized. Confirmation was given to Com’r. Dagit’s question that bubble items would be brought forward only if revenues presented themselves. He requested funds for greater street improvements and asked that those dollars be addressed in future planning. Com’r. Jones spoke in support of the Budget presented. On roll call vote, Ayes, Jones, Maddox, Dagit and Mackaman; Nay, Blanchard. Motion carried.

ORDINANCE NO. 2511-06/07

MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES

Motion by Com’r. Maddox, seconded by Com’r. Blanchard, that Ordinance No. 2511-06/07 be adopted. The City’s property tax levy was set at \$5,210,500, a 4.4% increase. It was anticipated the City rate would remain approximately constant at \$1.31. On roll call vote, all present voted Aye.

Attorney Burt Dancey explained the following 4 resolutions were annual housekeeping items to authorize that taxes not be levied against taxable real property for various amounts as provided in each of the bond ordinances.

RESOLUTION NO. 174-06/07

ABATEMENT OF TAXES ORDINANCE NO. 2324 \$1,040,000 REFUNDING 1991 CORPORATE PURPOSE

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that Resolution No. 174-06/07 be adopted. The resolution authorized that taxes not be levied against taxable real property in the City of Pekin in the amount of \$144,217.50 provided in bond ordinance issued for Public Works Projects. On roll call vote, all present voted Aye.

RESOLUTION NO. 175-06/07

ABATEMENT OF TAXES ORDINANCE NO. 2386 SERIES 2004 \$2,950,000

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that Resolution No. 175-06/07 be adopted. The resolution authorized that taxes not be levied against taxable real property in the City of Pekin in the amount of \$454,904.76 provided in bond ordinance issued for vehicles and the Riverfront Project through Herget Bank. On roll call vote, all present voted Aye.

RESOLUTION NO. 176-06/07

ABATEMENT OF TAXES ORDINANCE NO. 2387 SERIES 2004 \$1,410,000

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that Resolution No. 176-06/07 be adopted. The resolution authorized that taxes not be levied against taxable real property in the City of Pekin in the amount of \$204,942.50 provided in bond ordinance issued for TIF Downtown Business District through Bernardi Securities, Inc. On roll call vote, all present voted Aye.

RESOLUTION NO. 177-06/07**ABATEMENT OF TAXES ORDINANCE NO. 2415 SERIES 2005 \$1,120,000**

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that Resolution No. 177-06/07 be adopted. The resolution authorized that taxes not be levied against taxable real property in the City of Pekin in the amount of \$163,660.00 provided in bond ordinance issued for Riverway Business Park industrial park land expansion. On roll call vote, all present voted Aye.

RESOLUTION NO. 178-06/07**AMENDING THE CITY OF PEKIN EMPLOYEE HANDBOOK**

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Resolution No. 178-06/07 be adopted. Council was informed that the action amended the Internet and E-mail policies to comply with Local Records and Open Meetings Act. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that staff be authorized to negotiate a contract with **GP TRANSIT** for future presentation to Council. Council was briefed on a three year contract with two 2-year options with CityLink to provide municipal bus service. Com'r. Blanchard expressed concern that the City Bus employees not be displaced in the decision to eliminate municipal bus services. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **MEMORANDUM OF UNDERSTANDING BETWEEN ILLINOIS DEPARTMENT OF COMMERCE ECONOMIC OPPORTUNITY** be approved. City Manager explained an agreement for utilization of City Hall office space part-time for a DCEO Representative. On roll call vote, all present voted Aye.

EMPLOYMENT SEPARATION AGREEMENTS AND RELEASE BETWEEN THE CITY OF PEKIN AND ROBERT REIS, SR.

Mayor Mackaman explained that the Council would need to move to executive session for discussion of the agenda item. There could be possible action after returning to open session but taping of the meeting would conclude after other business.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman expressed his satisfaction with the work of the Street Department during the recent snow storm. He extended appreciation for his "hands on" experience of riding with snow plow driver Doug Farland and his truck Nellie. The Mayor spoke of his better understanding of the work of the department

Mayor Mackaman presented an ordinance in draft form only providing for the registration of landlords and of regular inspections. A meeting to hear public comments and for discussion of the matter was called for Monday, January 15, 2007 at 6:00 p.m.

Com'r. Maddox read from a prepared statement regarding his "shadowing" Superintendent of the Street Department, David Pagliaro while directing the snow and ice removal plan. He spoke in support of the efforts of the department during an extraordinary snow event.

Best Wishes for the holidays was extended to the community by the Council.

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

Executive Session

Motion by Com'r. Dagit, seconded by Com'r. Jones, that Council move to Executive Session at 6:30 P.M. to discuss Pending Litigation 5 ILCS 120/2 (c.) 11. On roll call vote, all present voted Aye. The Council returned to open session. At 6:56 p.m.

Motion by Com'r. Dagit, seconded by Com'r. Maddox, that the **EMPLOYMENT SEPARATION AGREEMENTS AND RELEASE BETWEEN THE CITY OF PEKIN AND ROBERT REIS, SR.** be approved and authorize the Mayor and City Clerk to execute. On roll call vote, Ayes, Jones, Dagit, Maddox, and Mackaman; Nay, Blanchard. Motion carried. A prepared statement regarding the separation and the vote was released to the press.

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

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COUNCIL ADJOURNED AT 6:57 P.M.

Sue E. McMillan
City Clerk



City of Pekin

December 05, 2006

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department November 2006 report, plus a summary of October 2006.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of November 2006, the Pekin Fire Department responded to 269 calls total dollar loss was \$110,000.00.

During the month of October 2006, the Pekin Fire Department responded to 256 calls total dollar loss was \$31,000.00.

Of this total 269 for November (approximately 70.26%) were emergency medical calls, 67 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 2 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$110,000.00 for the month.

Of this total 256 for October (approximately 77.64%) were emergency medical calls, 57 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 2 involved fires which required extinguishment and /or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$31,000.00.

On November 4, 2006 Fire Fighters responded to a report of a structure fire at 2232 Autumn Drive. Upon arrival E2 assumed command. E2 reported heavy smoke from the soffits and fire out of the rear second floor windows on the SE corner. Rescue 2 made entry into the structure with an 1 ¾ inch hose for fire attack. T1 made entry with a back up line. E3 made hydrant and entered with E2 for search. TR3 ventilated the structure vertically. Fire was confined to the bedroom of origin and the attic area immediately above area of origin. Completed salvage and overhaul with T3. Cause is under investigation. Approximately \$65,000.00 damage.

On November 16, 2006 Fire Fighters responded to a report of a structure fire at 609 Bacon Street. Upon arrival found owner said that he was heating up a skillet full of grease on the stove and fell asleep; he awoke to trouble breathing and his dog barking; he then opened back door to clear smoke and in turn fueled the fire with fresh air; the kitchen became fully involved. We found him outside wrapped in a blanket upon our arrival. No insurance on property. Captain Blessman investigated fire and determined accidental. We turned property over to owner after fully extinguishing fire and overhaul of structure. Approximately \$45,000.00 damage.

Total calls for the month of November were 269 and are as follows:

Fires	17
Rescue and EMS	189
Hazardous Materials	14
Other types of calls	49

Total dollar loss for the month of November 2006 was approximately \$110,000.00.

Total calls for the month of October were 256 and are as follows:

Fires	9
Rescue and EMS	198
Hazardous Materials	12
Other types of calls	37

Total dollar loss for the month of October 2006 was approximately \$31,000.00.

Training Division

Training report for the month of November 2006

This month the department toured one new business and a new addition to an existing business. The new Tractor Supply Company opened in the old JC Penney's store. We toured the building to look at the sprinkler system and the contents of the store. We also toured the new addition, a dry mill, at Aventine Renewable Energy. This is a major addition to the ethanol industry.

One complete day was spent at a vacant building doing smoke and rescue training. The fire fighters had several scenarios in which they had to find a simulated fire and then find a victim in the building. Handlines were charged as if this was a real incident. Also, everyone had to set up Tower 3 and raise the ladder to the roof to simulate a ventilation task.

Each fire fighter had to attend the required ACLS class, taught by Kurt Nelson.

Several fire fighters had individual training on equipment use and apparatus review.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department

City of Pekin
Airport Commission Meeting Minutes
November 8, 2006

Commissioners: Present – Peter Kalman, Charles Thomas, & Lillard Hedden

Attendees: Joe Wuellner, Lori Justus, Ric Woldow, Murray Brian, Al Lurie & Rick Cunningham

Chairman Kalman opened the meeting at 3:00pm.

Mail: None.

Old Business:

1. Mr. Wuellner presented the proposal from CMT for the Airport Layout Plan and FAA 405 Study. This is the required plan that presents what the proposed growth of the facility is to be. The 405 study will secure the airspace into and out of the airport. Motion to accept made by Mr. Thomas and seconded by Mr. Kalman. All present voted aye.
2. Mr. Wuellner stated that the company that came to look at the roof would not be submitting a bid since we require prevailing wages. The manufacturer is trying to locate another contractor who will submit a bid. The other company is supposed to come down the first part of December to look the roof over and submit a bid.
3. The big hangar is rented again with the understanding that the door is a problem.

New Business:

1. Discussion on how Havana got money to build hangars. Mr. Wuellner to get with IDA and see what exactly was done for them.

No other business came before the commission and the meeting was adjourned at 4:30 PM.

Next meeting will be December 13, 2006 at 3pm.

City of Pekin
Airport Commission Meeting Minutes
December 13, 2006

Commissioners: Present – Peter Kalman, Charles Thomas, Robert Ehrich, & Lillard Hedden
Attendees: Joe Wuellner, Lori Justus, Ric Woldow, Murray Brian, Al Lurie & Rick Cunningham

Chairman Kalman opened the meeting at 3:00pm.

Mail: Copy of the insurance form for the Lindstrom hangar.

Old Business:

1. Mr. Wuellner stated that he had received a bid for the roof from the second company. The amount was \$24,180 to do the entire roof but the bid was broken down into the sections with prices for each. It was discussed that we consider doing just the rear portion since it is the one right now that is leaking. A final decision will be made once a second bid is received.
2. The snow event from December 1st was discussed. A gentleman with a snow blower had contacted the airport about providing his services to get the snow blown behind the lights. Mr. Kalman will contact him for a proposal. The snow received was more than Mr. Sandall could handle with his equipment and the airport was not cleared until the City could send crews out with regular snow removal equipment. This caused concern with one of the tenants. It was discussed that a snow like this was a rare occurrence and that everyone should be patient with the removal process. Mr. Kalman will talk to the tenant in question.

New Business:

1. Mr. Wuellner reported that the pre-design meeting for the ramp rehabilitation project will take place on December 21st. This will be to go over the scope of the work and schedule needed to get it bid for this coming summer. It was mentioned to be sure that during the design that the grades are not significantly changes to cause water to run back into the hangars.

Other business discussed was another concern from a tenant about the doors freezing to the ground. He felt that this needed to be addresses by adding something to the bottom of the doors. The use of fire hose was discussed but in general it was felt that anything will freeze to the ground. Nothing else came before the commission and the meeting was adjourned at 4:30 PM.

Next meeting will be January 10, 2007 at 3pm.

LADD Meeting November 28, 2006 Minutes

Members Present: Guidotti, Wehr, & Wuellner. Rick Evans also present
Spike called the meeting to order at 3:00 pm.

Minutes from the previous meeting were reviewed. No corrections noted and approved.

Financial Report: Ken updated the committee on the financial status. Ken passed out the Certificate of Maintenance Levee for review and signature. He also passed out the annual report that needs to be filed with the Court. It was reviewed and signed. He will get it to the attorney for filing.

Dredging: Spike passed out a copy of the complaint filing and notice from the Pollution Control Board stating that a phone conference was scheduled for January 2, 2008 at 10:00am. He stated that this will probably take place at the attorney's office. He also passed out a letter from Cochran-Wilken to the IDNR requesting closure of the dam permit. Work has been done to lower it to the final level as stated in the permit. He had Oatman Construction out to the site to look it over and prepare a bid to level it and seed in order to get closure of the NPDES report. He stated it would be hard to get other bids since there were no plans on the final grading and that it would probably take legal help to get drawings from the engineer.

Readying land for sale ----- Indefinite

Retention Area: Ken mentioned that he had not heard from Dave Milam regarding the invoice he had sent for the sale of the silt. Spike stated that he would get in contact with Dave and get a status of everything.

Shoreline Improvements: This work will be completed as soon as funds are available.

1. Shoreline Improvements ----- TBD

Other business: Ron Matthews has requested that a chain link fence be installed around the stilling basin to trap floatable items and keep them out of the lake. Ken mentioned that he felt this would become a high maintenance item and needs to be looked at further. There were plans to install a floating curtain just outside the basin to trap silt and debris but this has not been installed yet.

Mark Matthews would like to see some type of aeration system installed in the stilling basin to reduce the bacteria growth. This would require a pump and spray. Power is available at the basin area through the lighting system. This will be discussed at a future date.

Rick Evans passed out a draft of a letter that he intends to give to the board requesting that he be allowed to purchase back the property as scheduled. Spike passed out a copy of the agreement that covered this portion. Language to cover the current IEPA issues would have to be worked out since there is still an active NPDES permit under LADD for the property. Spike will get with the attorney on this matter.

Next meeting: None scheduled at this time.

LADD Meeting December 12, 2006 Minutes

Members Present: Guidotti, Wehr, & Wuellner. Tom Cullen, City Attorney's office, was also present.

Spike called the meeting to order at 3:00 pm.

Meeting called to discuss the issues of the IEPA Violation and the contract to re-sell the property back to Rick Evans.

Tom stated that he was looking for the original application to the State for the project. Spike said that he had all that and gave the file to Tom so he could get whatever information that he needed.

Tom then went through the agreement with Rick Evans. In it there is a provision that we can't sell back to him with any outstanding issues. He asked what permits were still active. Spike reported that as far as we know right now there is still the IDNR Dam Permit and the NPDES Permit. To close the NPDES Permit, we need to regrade the site. He received an estimate from Oatman for \$369,945.20 to regrade, install and maintain silt fencing, and seed. Oatman stated that the bid was high since he has worked with the IEPA on other projects and it takes quite a bit to get things to their liking. Tom asked if there was a way to get something from Rick that shows what he intends to do when he gets the property back. Then do the regrading in a manner that will accommodate his plans and yet satisfy the IEPA. It would be wasteful to build something at this cost only to have him tear it all out.

The process right now is that Burt Dancey will try to get with Jim Kammuehler and Peter Berini to get their story. Once that is done, file a response to the Attorney General and get ready for the January 2, 2007 conference call. Until further notice, all calls regarding this issue should be directed to either Burt or Tom.

Next meeting: None scheduled at this time.

Inspection Meeting
December 20, 2006

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

1. Dave V. – stated that currently he was assisting the contractor working on the old motel at 5th and State. There are several issues with the old system.
2. Dave S. – stated everything was going pretty good. Was given a list of places to visit for totter and junk issues.
3. Mark R. – stated he had tested one individual and that he will have to try again in two weeks. He has been getting calls from people who still have not received their toters. Any more of these calls will be directed to the Garbage Dept. Reminded everyone that the next two Fridays will be casual dress days for only a \$5 donation to Easter Seals. Money will be used to pay for the parents of one of the children to attend the dinner.
4. Morris S. – off.
5. Ron S. – has been trying to get the dumpster emptied so the clean-ups can continue. To eliminate future problems, he will call and get one put behind the Street Dept.
6. Juanita – stated all the letters are out and renewals are coming in. Has been receiving calls asking why we have dropped the bond requirement. As we discussed last meeting, it is felt that there is no longer a need. She will be off next week.
7. Joe W. – asked if someone could meet with OmniLec at Broadway and Parkway to go over the proposed work. Talked about the landlord code and the suggestion to have the tenants pay if they call in a frivolous complaint that results in an inspection. Stated he has been getting several calls on this issue and as of right now not sure when the public meeting will be. Plans to be off a few days next week.

MERRY CHRISTMAS AND HAPPY NEW YEAR!

NOTE:

Next meeting January 3, 2007

Inspection Meeting
December 6, 2006

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

1. Dave V. – stated that currently all projects are being done in compliance.
2. Dave S. – stated still dealing with garbage and asked what types of garbage was being picked up. Some places the bags and extra containers were being picked up and in other places they weren't. It appears that it depends on the driver.
3. Mark R. – stated that until the snow is cleared up he is not going to address cars in the yards since that is the only place some people have to put them off the streets.
4. Morris S. – stated he is working on the grease interceptor program again and getting assistance from the computer guys.
5. Ron S. – followed up the status of the yearly letters. All are going out this week. it was discussed that the required bond will no longer be needed. It is felt that there is really no benefit to the City by requiring the license and permit bond since there is no problems getting contractors to pull their permits and file for their license/registration. Has talked with the new owner of Lake Manor and explained that they will need to install a fire protection system. Stated that he had been out to Osprey Court to go over the silt fences.
6. Juanita – stated that things are slowing down a little and she is getting back to old paperwork and getting the letters out.
7. Joe W. – reminded everyone about the Christmas party and to let Paula know if they would be attending.

NOTE:

Next meeting December 20, 2006

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	2.00	\$251,250		4.00	\$194,100	4.00	\$262,436	4.00	\$61,500	2.00	\$2,800	1.00	\$3,000		\$775,086	17.00	
FEBRUARY	5.00	\$845,250	3.00	\$40,600			\$5,717,400	6.00	\$35,000	9.00	\$52,344				\$6,690,594	28.00	
MARCH	6.00	\$1,070,500	3.00	\$109,705	1.00	\$127,500	\$99,191	20.00	\$289,691	19.00	\$34,391				\$3,137,278	59.00	
APRIL	6.00	\$999,500	5.00	\$48,660	4.00	\$600,000	\$1,372,600	6.00	\$111,400	26.00	\$157,262				\$3,348,892	81.00	
MAY	9.00	\$1,533,077	9.00	\$182,276	2.00	\$372,580		21.00	\$175,050	40.00	\$81,316				\$3,207,935	83.00	
JUNE	6.00	\$1,410,327	5.00	\$67,660	2.00	\$259,780		17.00	\$64,959	33.00	\$116,182				\$8,650,908	68.00	
TOTAL 6 MO.	34.00	\$6,109,904	25.00	\$448,291	21.00	\$1,559,860	\$13,983,291	23.00	\$2,775,872	94.00	\$783,462	123.00	\$346,503	0.00	\$3,000.00	\$35,810,693	
JULY	5.00	\$954,905	2.00	\$16,090			\$152,000	2.00	\$20,300	14.00	\$127,830	27.00	\$126,526		\$1,397,651	52.00	
AUGUST	12.00	\$1,977,149	1.00	\$9,700	2.00	\$330,768	\$2,266,364	6.00	\$21,729	29.00	\$275,156	15.00	\$52,700	1.00	\$3,000	\$4,864,837	
SEPTEMBER	3.00	\$660,306															
OCTOBER	7.00	\$1,434,345	8.00	\$101,060			\$6,863,535	2.00	\$1,370,000	23.00	\$111,421	23.00	\$60,312		\$2,202,039	51.00	
NOVEMBER	6.00	\$1,142,590	1.00	\$8,000	2	\$242,594		4.00	\$401,600	17.00	\$203,095	15.00	\$50,060	1.00	\$8,676,979	54.00	
DECEMBER												13.00	\$15,575		\$2,013,454	44.00	
TOTAL 12 MO.	67.00	\$12,229,199	37.00	\$583,751	13.00	\$1,933,222	\$36,000	\$23,265,190	35.00	\$4,589,401	190.00	\$1,707,214	222.00	\$651,676	2.00	\$6,000.00	\$44,955,653
YEAR	67	\$12,229,199	37.00	\$583,751	13.00	\$1,933,222	36.00	\$23,265,190	35.00	\$4,589,401	190.00	\$1,707,214	222.00	\$651,676	2.00	\$6,000.00	\$44,955,653

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKINDate: 1-1-07
Billing For Month of 12-06

\$3,260.75PEKIN CITY CLERK
111 S CAPITOL
ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between December 1, 2006 and December 31, 2006

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Mooney	City	MARIGOLD & VALENTINE	12/17/2006	Dog	PIT	R	1	70071
	Vogel	City	1311 BLACK	12/12/2006	Dog	PIT X	E	8	70046
	Vogel	City	7TH AND WASHINTON	12/13/2006	Dog	ROTT X	R	0	70048
	Hoyland	City	1400 BELLAIRE	12/26/2006	Dog	LAB X			70105
	Vogel	City	1600 BLK CAROLINE	12/31/2006	Dog	LAB			70142
	Vogel	City	MARGARET AND 5TH ST	12/30/2006	Dog	GOLDEN RET			70141
	Vogel	City	200 DERBY	12/30/2006	Dog	LAB X	R	3	70140
	Vogel	City	PEKIN ANIMAL HOSPITAL	12/29/2006	Cat	DSH			70132
	Hoyland	City	1825 HOLIDAY	12/29/2006	Dog	PIT	E	0	70131
	Hoyland	City	PARK AVE AND 6TH	12/28/2006	Dog	RETR	R	1	70126
	Hoyland	City	PARK AVE AND 6TH	12/28/2006	Dog	SHEP X	R	0	70125
	Hoyland	City	BACON AND SOUTH	12/28/2006	Dog	SHEP X	R	0	70124
	Hoyland	City	1007 RENSHAW	12/20/2006	Dog	AUSSIE	R	0	70086
	Hoyland	City	1201 DELL	12/27/2006	Dog	PIT	R	0	70108
	Vogel	City	100 BLK WASH ST	12/19/2006	Dog	SHEP	R	1	70078
	Hoyland	City	1226 S 13TH	12/22/2006	Cat	DLH	E	0	70093
	Vogel	City	4TH AND PARK	12/31/2006	Dog	PIT X			70144
	Hoyland	City	1007 RENSHAW	12/20/2006	Dog	GREAT DANE	R	0	70087
	Hoyland	City	PEKIN ANIMAL HOSP.	12/20/2006	Dog	LAB X	E	9	70085
	Mooney	City	310 RESIVOIR	12/19/2006	Dog	TERRIER X			70080
	Vogel	City	100 BLK WASH ST	12/19/2006	Dog	SHEP	R	1	70079

Total Dogs picked up in Pekin: 19

Total Cats picked up in Pekin: 2

Total Others picked up in Pekin: 0

Animal Counts Brought in by Individuals between December 1, 2006 and December 31, 2006

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	410 S 3RD	12/27/2006	Dog	BORDER COLLIE	E	2	70117
	Owner R	City	410 S 3RD	12/27/2006	Dog	LAB	E	2	70116
	Owner R	City	410 S 3RD	12/27/2006	Dog	LAB	E	2	70115
	Individual	City	1519 HILLVIEW #3	12/27/2006	Cat	DSH			70114
	Owner R	City	1913 HOLLYHOCK	12/19/2006	Cat	DSH	E	1	70072
	Owner R	City	2005 CHICORY	12/12/2006	Dog	LAB X	REL	1	70044
	Owner R	City	2005 CHICORY	12/12/2006	Dog	LAB X	REL	1	70043
	Owner R	City		12/7/2006	Cat	DSH	E	1	70025
	Owner R	City		12/7/2006	Cat	DSH	E	1	70023
	Owner R	City		12/7/2006	Cat	DSH	E	1	70022
	Owner R	City		12/7/2006	Cat	DSH	E	1	70021
	Owner R	City		12/7/2006	Cat	DSH	E	1	70020

Total Dogs picked up in Pekin: 5

Total Cats picked up in Pekin: 7

Total Others picked up in Pekin: 0

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, citizens of Illinois and across the country honor Dr. King's legacy each year in January; and

WHEREAS, Dr. King recognized that everybody can be great because everybody can serve, and, during his lifetime, encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Martin Luther King Day focuses on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, thousands of Illinois residents will commemorate the significance of Martin Luther King Day by performing community service that benefits communities and neighborhoods, and provides a fitting memorial to the life of Dr. Martin Luther King, Jr.

NOW, THEREFORE, BE IT RESOLVED that I, FRANK H. MACKAMAN, Mayor, City of Pekin, Illinois, do hereby proclaim January 15th, 2007, as

"DR. MARTIN LUTHER KING JR. DAY"

in the City of Pekin, Tazewell County, Illinois, urge citizens to recognize it as a day of service throughout Illinois, as well as a day to honor this profound and influential civil rights leader.

ADOPTED, this 8th day of January, in the Year of Our Lord, Two Thousand and Seven.

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

DALTON BLAKLEY

St. Jude patient since May 2006

Neuroblastoma- Adrenal Gland Cancer

Please visit his website @

www.caringbridge.org/visit/daltonblakley

For his story and for frequent updates!

22

POOL TOURNAMENT & BENEFIT

10:am

Boardwalk

435 Court St

Pekin, IL

Pool Tournament !!
Food !! Auction!!
Music!! Raffles !!



Pool Tournament!!!!



Dalton & Mom December 2006.



Food !!!!!!!

Dalton Blakley is the 13yr old son of Pamela Blakley, and Brian Blakley. Dalton was diagnosed with Neuroblastoma a very aggressive form of cancer May 2006. He has been receiving treatment at St.

Jude Children's Hospital in Peoria and in Memphis, TN. Dalton is the brother of Brody Blakley

15yrs who is a cancer survivor of 14yrs, and the cousin of Aaron Hunter who lost his battle

December 2004. Dalton will be having a Stem Cell transplant February, 2007 and will be at St.

Jude in Memphis for + to 6 months. PLEASE HELP US HELP DALTON and HIS FAMILY

Please Contact: Denise Martin after 4 pm at 309-347-5422

Pamela Blakley @ 309-231-3052 or Mary Schaefer @ 309-347-3720

SHADE MEMORIAL YOUTH CAMP, INC.**P.O. BOX 1027****PEKIN, ILLINOIS 61554**

Phone: Mission #309-346-0724

Shade Park #309-353-5554

December 19, 2006

City of Pekin
111 S. Capitol St.
Pekin, Il 61554
Attn: Sue McMillan

Mayor Mackaman,

I am requesting permission to hold the Shade Memorial Youth Camp Tag Day for our baseball program. Tag day dates are April 27, 28, and 29, 2007. We hope that these dates will be open and available. This Tag Day will allow us to raise funds for our program and to continue our work for the youth of Pekin and the surrounding area.

Thank you for your consideration and assistance.

Sincerely,



Scott Lange
Executive Director

RESOLUTION NO. 179-06/07

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 Mayor's Advisory Committee for Persons with Disabilities and for a term set opposite their names to the first Monday in May.

KATIE MESKIMAN	1 YEAR TERM
ROBERT CALVIN	
DICK BERGER	

NORMA BOSLEY	2 YEAR TERM
JIM DEFORD	
JEANNE CHOATE	

LEIA STEWART	3 YEAR TERM
FRANK METCALF	

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 8th day of January, 2006.

Mayor

ATTEST:

City Clerk

Pekin Planning Commission Minutes
December 13, 2006

Present:

Jim Bradshaw
Ron Knautz, Vice Chairman
Ralph Brower
Bill Craig
Michele Long
Scott Nichols
Steve Huey
Bob Schroeder
Don Hild, Chairman

Absent:

Chairman Don Hild led the Pledge of Allegiance.

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

A Special meeting of the Pekin City Council was called to order and a quorum was not declared by the City Clerk, Sue McMillan.

Staff Present: Joe Wuellner, Ron Sieh, Attorney Dancey, Mayor Frank Mackaman and City Clerk Sue McMillan.

Chairman Don Hild asked for approval of the agenda.

Ralph Brower requested the LaSalle Bank Case Ruling Discussion be removed from the Agenda until the next meeting.

MOTION by Jim Bradshaw, Seconded by Ron Knautz to approve the agenda as corrected. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Don Hild asked for approval of the minutes from the October 11, 2006.

MOTION by Bill Craig seconded by Bob Schroeder to approve the minutes from the October 11, 2006 meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

The City Council approved the following:

Hearings #06-1728 / Site Plan for parking only for Florence Apartments zoned RM-3 (Multiple Family Residential).

Hearings #06-1727 / Site Plan for Midwest Holdings, LLC for development and operation of an assisted living facility on South 14th street and Windstar Lane.

PPC Correspondence: Email from Tim Sangalli in reference to Hearing #1.

Applications and Hearings:

Application #1: Gary Allen

Hearing #1/06-1730:

Special Use for Cluster Housing for Lots 1-6 in Osprey Court Subdivision Zoned R-1 (One Family Residential) with the Legal Description of part of the Northeast Quarter of Section 31 and part of the Northwest Quarter of Section 32, All in Township 25N R4W of the Third Principal Meridian, Tazewell County, Illinois.

Open Public Hearing: 6:38PM

Gary Allen and Kathy Schmidt were present for questions.

Kathy Schmidt presented a breakdown of the density usage and open space requirements by code for their request. Plans for proposed berm and generic floor plans for proposed duplexes.

Tim Sangalli, 3503 Cattail Cove stated he is in opposition of the request as a concerned citizen. He presented his email and requested the Commission deny the request on the basis of City Code 10-7-1, variance hardships.

Close Public Hearing: 6:51PM

Special Use Review Chairman, Ralph Brower quoted the Cluster Housing Ordinance. He stated the commission needs to weigh the facts on if the normal subdivision approach would be unnecessarily restricted on this piece of property.

Steve Huey responded that the question has been answered by the fact that a plot and zoning has already been approved on this property.

Bill Craig stated that this was originally presented as cluster housing and the developer pulled the zoning request.

The commission asked for clarification from the developer.

Kathy Schmidt clarified the original request by stating it was requested for six lots for zero lot line duplexes. It was not looked upon very favorably so it was pulled and plans were to return at a later date for the same request.

Bill Craig asked how could there be a hardship when the original was pulled by the developer.

Gary Allen interjected that he did not settle for R-1 zoning. His intentions from the beginning have been to develop duplexes. It was due to the outcry of the current residents fearing he was building section 8 housing and using the word "duplex" that he pulled the original request. That is why he has returned with this request for cluster housing in name only.

Steve Huey asked what the hardship is for this request.

Gary Allen stated he did not feel he should have a hardship. He has done all of this to appease the residents in that area. Otherwise the only hardship he has is that it is not profitable for his investors.

Ralph Brower stated the word hardship should not be used. The question at hand would be what is restrictive about developing it as an R-1.

Gary Allen stated he has no restrictions other than a monetary issue.

Jim Bradshaw stated that he did not meet the code in the first request and still does not meet code with this request.

Gary Allen asked for an explanation.

Jim Bradshaw stated under cluster development housing states it needs to meet one of the following in Section A, B and C. He apologized to Gary Allen and stated he does not meet that portion of the code.

Don Hild asked Tim Sangalli out of curiosity if it was the density that is the main issue or the fact of cluster housing.

Tim Sangalli responded that was the density and ratio of (12) proposed residential homes abutting (9) existing residential homes.

MOTION by Ralph Brower, seconded by Bill Craig to deny the special use request for cluster housing to the Pekin City Council On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #2: Mike Quagliano and James May

Hearing #1:06-1731

Special Use for a Drive-Thru for Wendy's with the Legal Description of Walton Subdivision Lot #2 Out lot #1 Part of SE ¼ of Section 7 T24N R4W of 3rd Principal Meridian in Tazewell County.

Open Public Hearing: 7:27PM

Ron Sieh stated he could answer any questions presented.

Close Public Hearing: 7:27PM

MOTION by Ralph Brower, seconded by Ron Knautz to approve the Special Use for a Drive-Thru for Wendy's. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

Bob Schroeder stated there was no committee meeting.

Stated his only concern is for a fire hydrant be installed.

MOTION by Ralph Brower, seconded by Ron Knautz to approve the Site Plan for a Drive-Thru for Wendy's with the stipulation that a Fire Hydrant be installed on the corner according to code. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

INFORMAL:

- 1) Wedge Development & Conceptual (Bill Lehman)

Bill presented the intentions for this property.

- 2) Policy, By Laws and Membership Committee (Ralph Brower)

Ralph presented everyone a copy of the By Laws and asked that everyone review them for voting during next months meeting.

- 3) Planning Commission and Zoning rules regarding the address of issues Etc...Wal-Mart/Jewel Store (Ron Sieh)

Will be presented next month.

Chairman Don Hild adjourned the meeting.

Meeting adjourned at 8:07pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

**OUTLINE FOR REVIEW OF FINANCIAL STATEMENTS FOR FISCAL YEAR
ENDED APRIL 30, 2006**

1. Discuss Finance/Treasury Functions
2. Presentation of Financial Statements
Pages 8-10 vs. Pages 11-16
3. Financial Statements Overall Performance
Page 41 – General Fund
Page 13 – Other Governmental Funds
Page 16 – Proprietary Funds
4. Cash and Investments, Receivables and Current Liabilities Balances
Page 1 – Governmental Funds
Page 15 – Proprietary Funds
5. Long-Term Debt
Pages 31-32
6. Police and Fire Pension Obligations
Pages 69-70
7. Review of 10-Year Historical Data
Pages 64-70

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

January 4, 2007

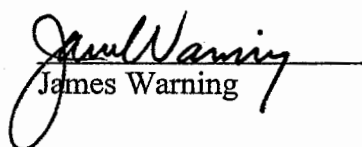
Mayor and City Council
City of Pekin, Illinois

Gentlemen:

This coming Monday, January 8, 2007, I will be reviewing the City's financial statements at the City Council meeting. I have enclosed an outline of subjects I plan to review with you.

I have noted the pages in the report on which my comments will be made for your reference. If you have any questions or comments on the report, please feel free to contact me.

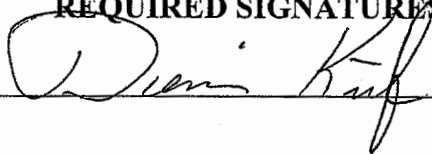
Sincerely,


James Warning

JW/dl

REQUIRED SIGNATURES

Department Director



12/28/06

Finance Department

N/A

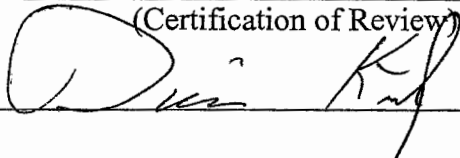
(Certification of Availability of Funds)

Corporation Counsel

N/A

(Certification of Review)

City Manager



12/28/06



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: Jim Warning FY 2006 Audit Report

AGENDA DATE REQUESTED: January 8, 2007

ACTION REQUESTED: No Action – Presentation by Mr. Warning

BACKGROUND: Willock Warning & Co., P.C., has been the City's auditors since 1981. This presentation summarizes the Financial State of the City for FY 2006 (5/1/05 – 4/30/06)

Items to be discussed by Mr. Warning:

- * Revenues exceeded budgeted figures; Expenditures came in under budgeted figures
- * Fund Balances increased
- * Long-term debt increased
- * Public Safety expenditures over 50% of General Fund
- * 80%+ of the General Fund Revenues from Taxes
- * Less than 20% of City's General Fund Revenue came from Property Taxes

FINANCIAL IMPACT: The Annual Audit is the final and legal tabulation of all City Expenditures and Revenues

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Effective Government theme

ORDINANCE NO. 2512-06/07

**AN ORDINANCE PROVIDING FOR THE ANNEXATION
OF CERTAIN TERRITORY TO THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS
(Bessler - 1519 California Road, Pekin, IL)**

WHEREAS, HARLAN D. BESSLER is the owner of the following described real estate:

Lot 99 in COUNTRY CLUB ESTATES SUBDIVISION NO. 6, a subdivision in Groveland Township, Tazewell County, Illinois, as shown by Plat recorded in Plat Book "V", Page 249 in the Office of the Recorder of Deeds of Tazewell County, Illinois - commonly known as 1519 California Road, Pekin, IL 61554.

PIN: 05-05-32-102-013

AND WHEREAS, said tract is contiguous with the boundary of the City of Pekin, Illinois;

and

WHEREAS, said tract is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, it is deemed in the best interests of the City of Pekin to annex said real estate to the City of Pekin and zoned as herein set forth; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION I: That the property described below is hereby annexed to and made a part of the City of Pekin, and the same is hereby included within the corporate limits of the City of Pekin:

Lot 99 in COUNTRY CLUB ESTATES SUBDIVISION NO. 6, a subdivision in Groveland Township, Tazewell County, Illinois, as shown by Plat recorded in Plat Book "V", Page 249 in the Office of the Recorder of Deeds of Tazewell County, Illinois - commonly known as 1519 California Road, Pekin, IL 61554.

PIN: 05-05-32-102-013

SECTION II: That the plat hereunto attached and marked Exhibit "A", being a true, correct and exact plat of the territory heretofore described in this ordinance, showing the relation of the existing boundary of the City of Pekin with the land being annexed, be made an express part of this ordinance.

SECTION III: That the Notices and Affidavit of Mailing of Notice to the Trustees of Brush Hill Fire Protection District, the Director of the Pekin Park District, the Groveland Township Road Commissioner, Groveland Township Supervisor, Groveland Township Assessor and Groveland Township Trustees, marked Exhibit "B" be made an express part of this ordinance.

SECTION IV: That the parcel of real estate described above shall be zoned "residential".

SECTION V: That, upon the taking effect of this ordinance, together with the attached Exhibit "A" and Exhibit "B", the City Clerk shall file a certified copy of this ordinance in the Office of the Tazewell County Recorder of Deeds, and further the City Clerk shall file a document of annexation with the County Clerk and County Election Authority.

SECTION VI: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

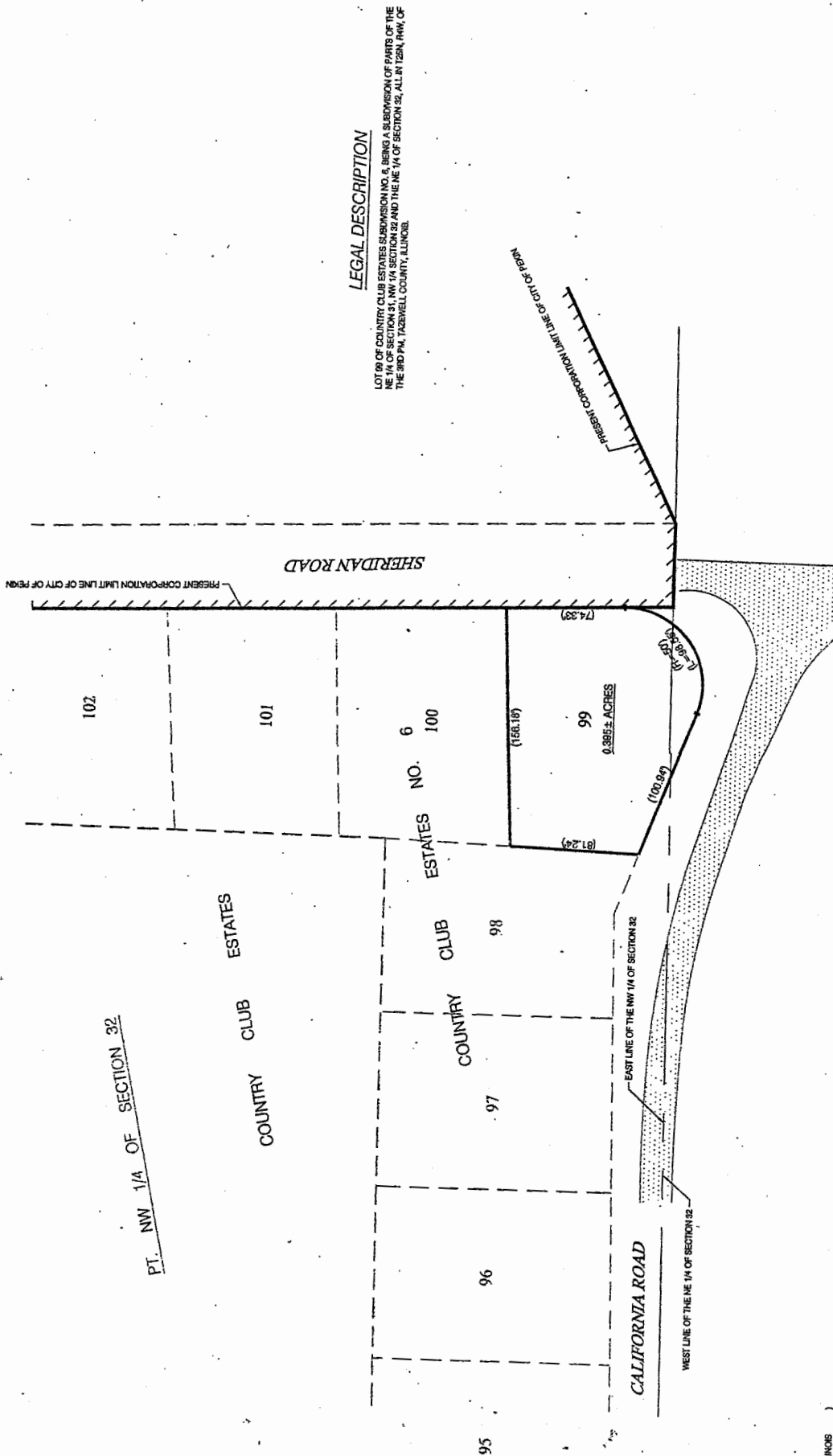
ABSTAINING: _____

APPROVED this _____ day of _____, 2007.

MAYOR

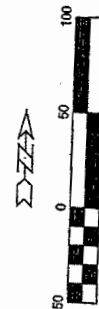
ATTEST:

CITY CLERK



LEGAL DESCRIPTION

LOT 99 OF COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF PARTS OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T28N, R4W, OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS.



Scale 1" = 50'

STATE OF ILLINOIS }
COUNTY OF PEORIA }
WE, ZUMWALT & ASSOCIATES, INC., DO HEREBY CERTIFY THAT WE HAVE PREPARED AN ANNEXATION PLAT OF LOT 99 OF COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF PARTS OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T28N, R4W, OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" = 50'.
DATED THIS 27TH DAY OF NOVEMBER 2006, A.D.



ZUMWALT & ASSOCIATES, INC.

BY *Paul R. Zumwalt*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2286
LICENSE EXPIRES 11-30-08

ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS-REGISTERED LAND SURVEYORS
1001 W. MONROE STREET, SUITE 100
PEORIA, ILLINOIS 61604-0974
DESIGN FIRM REGISTRATION NO. 14-00189

DRAWN BY: PDM
APPROVED BY: DRT
DATE: 11/27/06
DWG: 1824-AV-001 LOT 99

ANNEXATION PLAT
FOR

CITY OF PEKIN, IL

AFFIDAVIT OF SERVICE

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

CHERYL A. DAVIS, being first duly sworn, on oath deposes and says that she did cause the attached Notice to be served upon the following:

Robert Blackwell, Director
 Pekin Park District
 1715 Dragon Dr.
 Pekin, IL 61554

David Risinger, Road Commissioner
 Groveland Township
 422 Joliet Rd.
 Marquette Heights, IL 61554

Jed R. Heisel, Trustee
 Brush Hill Fire Protection District
 2723 Sheridan Road
 Pekin, IL 61554

Ernest Hiller, Assessor
 Groveland Township
 112 Reinders Rd.
 East Peoria, IL 61611

Michael L. Morris, Trustee
 Brush Hill Fire Protection District
 1401 California Road
 Pekin, IL 61554

Bill Clark, Trustee
 Groveland Township
 270 Sheffield
 Groveland, IL 61535

David Sangalli, Trustee
 Brush Hill Fire Protection District
 1305 California Road
 Pekin, IL 61554

Mary Peak, Trustee
 Groveland Township
 2104 California Road
 Pekin, IL 61554

Jim Newcomb, Supervisor
 Groveland Township
 3606 Bloomington Rd.
 East Peoria, IL 61611

Barb Hart, Trustee
 Groveland Township
 240 S. Thorncrest
 Creve Coeur, IL 61610

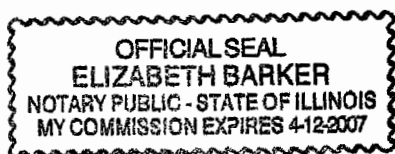
EXHIBIT "B"

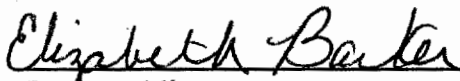
Tony Feger, Trustee
Groveland Township
105 Douglas
Marquette Heights, IL 61554

by mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 20th day of December, 2006, by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.


CHERYL A. DAVIS

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 20th day of December, 2006.




Notary Public

This Instrument Prepared By:
Patrick E. Oberle
Corporation Counsel
109 S. Fourth Street
Pekin, IL 61555-0873



City of Pekin

December 20, 2006

TO:

You are hereby notified that the City of Pekin, County of Tazewell, is about to annex the territory hereinafter described pursuant to the provisions of Article 7, Division 1, of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.), and that such annexation will take place not less than ten days after the service of this notice on you. The Council intends to consider the annexation of this territory at a meeting to be held at City Hall, 111 S. Capitol Street, Pekin, Illinois, on January 8, 2007 at 5:30 P.M. The real estate is described as follows:

Lot 99 in COUNTRY CLUB ESTATES SUBDIVISION NO. 6, a subdivision in Groveland Township, Tazewell County, Illinois, as shown by Plat recorded in Plat Book "V", Page 249 in the Office of the Recorder of Deeds of Tazewell County, Illinois - commonly known as 1519 California Road, Pekin, IL 61554.

PIN: 05-05-32-102-013

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Frank H. Mackaman", is written over a horizontal line.

Frank H. Mackaman - Mayor

ATTEST:

A handwritten signature in dark ink, appearing to read "Sue E. McMillan", is written over a horizontal line.

Sue E. McMillan - City Clerk

PETITION FOR ANNEXATION

HARLAN D. BESSLER ("Petitioner") petitions and requests the City of Pekin, Illinois, to annex the following described territory to said City, to-wit:

Lot 99 in COUNTRY CLUB ESTATES SUBDIVISION NO. 6, a subdivision in Groveland Township, Tazewell County, Illinois, as shown by Plat recorded in Plat Book "V", Page 249 in the Office of the Recorder of Deeds of Tazewell County, Illinois - commonly known as 1519 California Road, Pekin, IL 61554.

PIN: 05-05-32-102-013

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

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. That there are no electors residing within the Territory other than Petitioner and his spouse, Alita G. Cassidy.
4. Petitioner requests that the corporate authorities of the City of Pekin consider the

question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

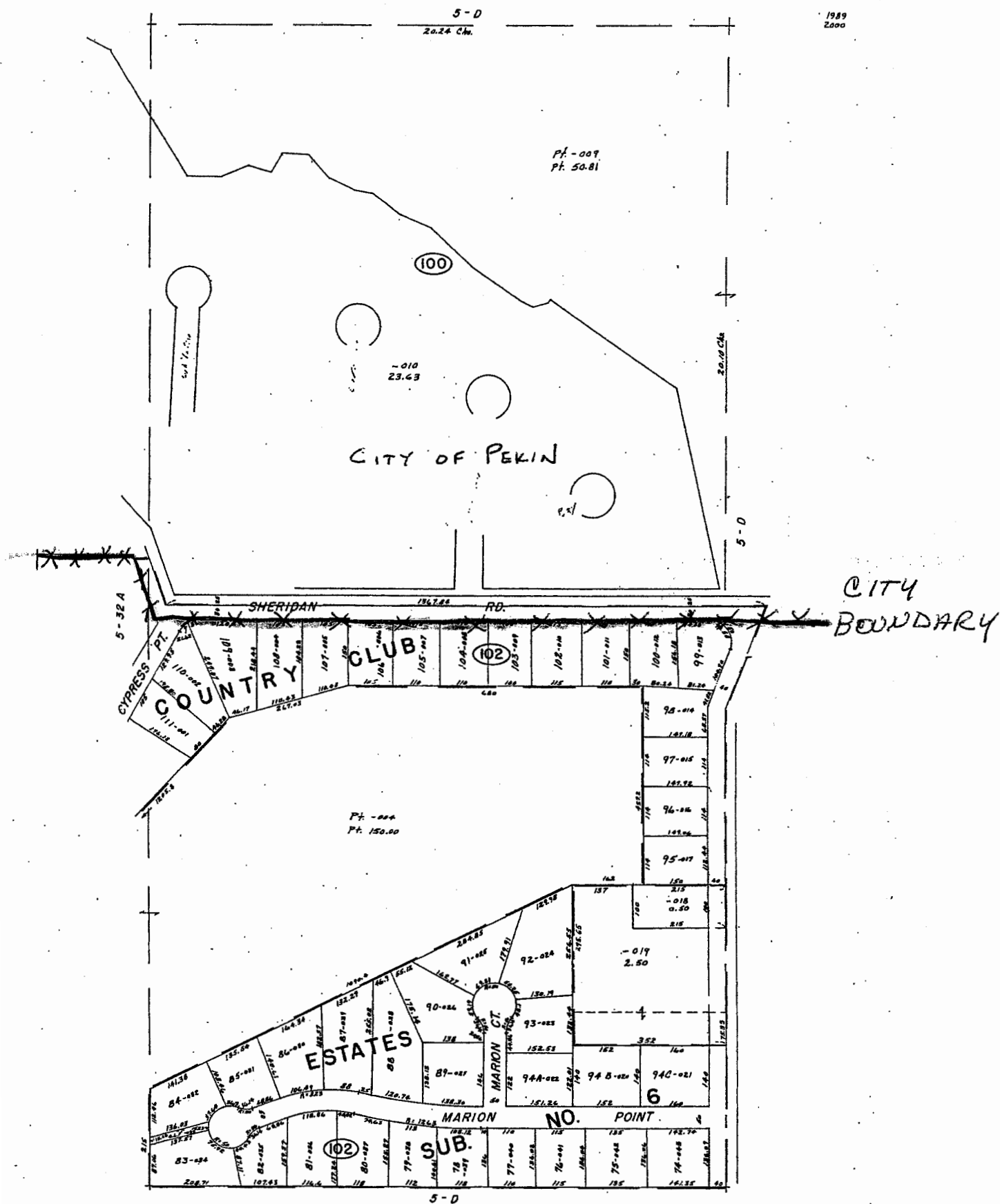
DATED: 4th Day of Dec 2006



Harlan D Bessler
HARLAN D. BESSLER - Owner

Alita H Cassidy - Spouse

subscribed & signed before me this 4th day of December
2006, Christina Walker



GROVELAND TWP.

E. 1/2 N.W. 1/4 SEC. 32 T.25N. R.4W.

5-32B

EXHIBIT "A"



REAL ESTATE INC.

430 State Street • Pekin, Illinois 61554

Phone: (309) 346-5582 • Fax (309) 346-4643

City of Pekin
111 S Capitol Street
Pekin, IL 61554

Ron,

I would like to request a special use for cluster housing on lots 1 thru 6 on
Osprey Court, Lutticken's Cove.

Please call me if you have any questions.

A handwritten signature in cursive script, appearing to read "Gary".

Gary
Allen & Associates
346-5582 office
241-3987 cell

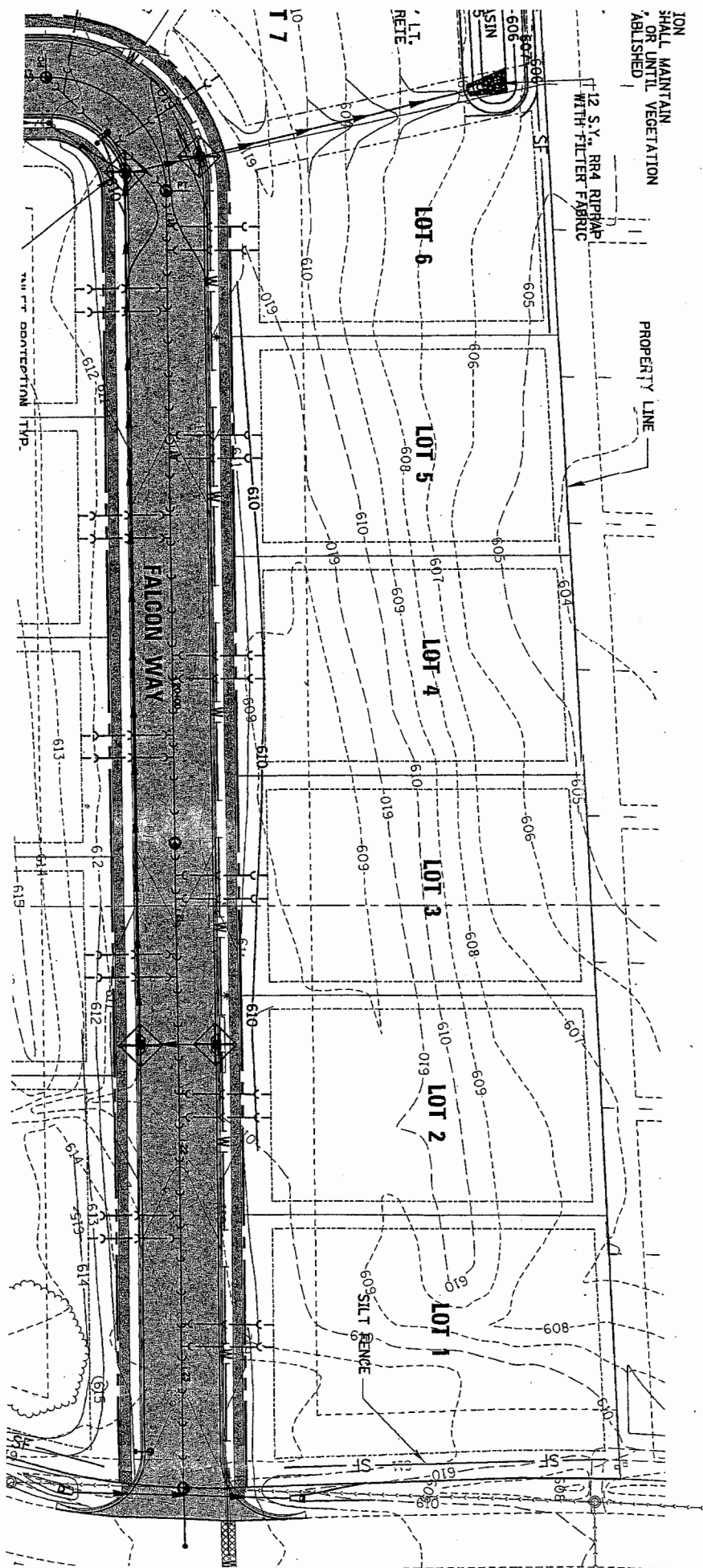
Pekin Planning Commission
December 13, 2006

HEARING #06-1730

The Pekin Planning Commission recommends to Deny the Special Use for Cluster Housing for Lots 1-6 in Osprey Court Subdivision Zoned R-1 (One Family Residential) with the Legal Description of part of the Northeast Quarter of Section 31 and part of the Northwest Quarter of Section 32, All in Township 25N R4W of the Third Principal Meridian, Tazewell County, Illinois to the Pekin City Council.

Don Hild, Chairman

Ron Knautz, Vice-Chairman



Pekin Planning Commission
December 13, 2006

HEARING #06-1731

The Pekin Planning Commission recommends to Approve the Special Use for a Drive-Thru for Wendy's with the Legal Description of Walton Subdivision Lot #2, Out lot #1 Part of SE $\frac{1}{4}$ of Section 7 T24N R4W of 3rd Principal Meridian in Tazewell County to the Pekin City Council.

Don Hild, Chairman

Ron Knautz, Vice-Chairman

Pekin Planning Commission
December 13, 2006

HEARING #06-1732

The Pekin Planning Commission recommends to Approve the Site Plan for a Drive-Thru for Wendy's with the Legal Description of Walton Subdivision Lot #2, Out lot #1 Part of SE ¼ of Section 7 T24N R4W of 3rd Principal Meridian in Tazewell County to the Pekin City Council.

Don Hild, Chairman

Ron Knautz, Vice-Chairman

SITE PLAN CHECKLIST
For Special Use Request

48

Name Waddy's

Address _____

Phone # _____

Contact Person (if Other than Requestor) _____

CEP
11/21/06

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	Need		Need	Needed
2.	Local Cross Streets	ok		OK	OK
3.	Lot Layout, Dimension and Setbacks	ok		OK	N/A
4.	Public Access	ok		OK	OK
5.	Easements	ok		OK	N/A
6.	Sanitary Sewer Locations, Size	ok		OK	N/A
7.	IEPA Sanitary Sewer Permit	Need		Need	N/A
8.	Storm Sewer Location and Size	ok		OK	N/A
9.	Proper Zoning (Current) B-3	ok		OK	N/A
10.	Parking Spaces and Surface 47 Required	ok		OK	N/A
11.	Sidewalks	ok		OK	N/A
12.	Landscaping	ok		OK	N/A
13.	ADA Compliance	ok		OK	N/A
14.	Driveway Openings (curb cuts)	ok		OK	OK
15.	TIF Area	---		N/A	N/A
16.	Signage Exterior	on bldg post not shown		Building Signage only	N/A
17.	Lighting Exterior	ok		OK	OK
18.	Floor Plan Shown and Dimensions	ok		OK	N/A
19.	Screening or Fencing - Barbed Wire or Electric	ok		Dumpster	OK
20.	Loading and Unloading Areas Shown and Dimensions	ok		OK	OK
21.	Fire Hydrant Location			See notes	see notes
22.	OTHER				See notes
23.					
24.					

Public Works Comments: *If there is to be an external pole sign, we need to be location & size.*

City Engineer Comments:

Code Enforcement Comments: *Fire hydrant on S.W. Corner of Veterans' & Rt. 9, hose would have to be run approximately 90' across Veterans. Need hydrant to cover the outlots where is pole sign going to be located on property.*

Fire Chief Comments: *Recommend a hard surface access way behind the building for fire apparatus to access the rear of the building - recommended. Hydrant location needed on the intersection area of Walmart & Veterans Drive.*

Other Comments:

Memo

To: City Council
From: Joseph W. Wuellner, P.E. - Public Works Director
CC: Dennis Kief, Sue McMillan, & City Attorneys
Date: December 22, 2006
Re: Veteran's Dr. South – IDOT & Engineering Agreements

Commissioners:

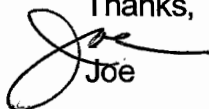
The proposed agreements with IDOT and STS Consultants for work on the southern portion of Veteran's Drive have been submitted and reviewed. These documents are for allocating the \$500,000 we received thanks to Senator Shadid.

The two agreements from IDOT indicate that the money is being allocated with \$400,000 for engineering and \$100,000 for land acquisition. The STS agreement will start the design process but this allocation will not cover the entire cost of the design and will require that we utilize MFT funds to cover the remainder of the cost.

Have a Very Merry Christmas and a Happy New Year.

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

Thanks,



Joe

Memo

To: City Council
From: Joseph W. Wuellner, P.E. - Public Works Director
CC: Dennis Kief, Sue McMillan, & City Attorneys
Date: October 27, 2006
Re: Engineering Agreement with STS Consultants – Veteran's Dr. South

Commissioners:

Here is the proposed agreement with STS Consultants for the design of the southern portion of Veteran's Drive. This document is currently being reviewed and will not be submitted to you for approval until all the paperwork for the \$500,000 we are receiving from IDOT, thanks to Senator Shadid, has been signed.

I have submitted a letter to IDOT requesting that the money be allocated with \$400,000 for engineering and \$100,000 for land acquisition. The funds assigned for engineering will not cover the entire cost of the design and I will be putting together a request to IDOT so we can utilize MFT funds to cover the remainder of the cost. We wanted some of the funds earmarked for land since we will be continuing to acquire property as it becomes available.

The contract is being reviewed by the City Attorney's Office and any changes that they feel are necessary I will forward to you.

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

Thanks,

Joe

Local Agency	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement	Consultant
City of Pekin			STS Consultants, Ltd.
County			Address
Tazewell			111 NE Jefferson
Section			City
Project No.			Peoria
Job No.	State	Illinois	Zip Code
Contact Name/Phone/E-mail Address	61602	Contact Name/Phone/E-mail Address	Mr. Ken Coulter
Mr. Joe Wuellner			coulter@stsconsultants.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Veterans Drive (East-West) Route _____ Length 3.8 mi Structure No. _____
Termini Illinois Route 29 and Mall Road at Commercial Avenue

Description Preparation of design plans, right of way documents, specifications, estimates and completion of all surveying and other collateral work to reconstruct VFW Road (Veterans Drive) from Illinois Route 29 to Mall Road at Commercial Avenue. Work will also include improvements on Illinois Route 29 to accommodate the improved intersection at VFW Road (Veterans Drive)

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 540 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = $14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ CPFF = $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$, or
☐ CPFF = $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

A sum not to exceed ☒ \$630,000

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current 56 Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. 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 STATE; 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.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
STS Consultants, Ltd.	39-4007651	\$630,000.00
Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LA:

City of Pekin

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

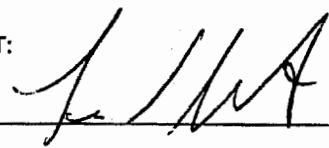
Clerk

Title: _____

(SEAL)

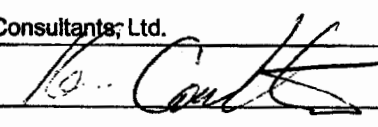
Executed by the ENGINEER:

ATTEST:

By: 

Title: Principal Engineer

STS Consultants, Ltd.

By: 

Title: Project Manager

PROJECT: VETERANS DRIVE (VFW ROAD); CITY OF PEKIN

MAN-HOURS BY CLASSIFICATION:

[illegible]

MAN-HOURS BY CLASSIFICATION: PHASE II WORK

CLASSIFICATION	20	80	120	120	40				
QUANTITY CALCULATIONS AND QUANTITY BOOK ESTIMATE 260 PAY ITEMS x 1.6 HR. PER PAY ITEM									380
DRAINAGE DESIGN									
A) WATERSHED AREA FOR CULVERTS / FLOW CALCS.	8	40	40	24					112
B) STRUCTURE DETERMINATION / DETAILS & ANALYSIS	12	64	24						100
C) DRAINAGE AREA FOR DITCHES	8	40	8	8					64
D) DITCH DESIGN	16	96	80	80					272
E) SIDE SLOPE ANALYSIS	8	40	8	8					64
PAVEMENT DESIGN									
UTILITY CONFLICTS	24	32	40	20	20			4	140
GUARDRAIL LENGTH OF NEED CALCULATIONS			8						8
FIELD CHECKS	16	32	8		8				64
PLAN-IN-HAND FIELD REVIEW (1 x 2 x 8)	8	8							16
MEETINGS									
A) COORDINATION MEETINGS WITH CITY OF PEKIN	36	16							52
B) INTERNAL MEETINGS (20X3X1)	4	20	20	20	20				104
C) MEETINGS WITH PROPERTY OWNERS	8	20						4	12
D) DOT MEETINGS	2	2	2						8
ESTIMATE OF TIME AND EST OF COST	4	40							44
SPECIAL PROVISIONS	16	64	8					24	112
PHOTOGRAPHIC DOCUMENTATION	4	4						4	12
QUALITY CONTROL/QUALITY ASSURANCE (+/- 4%)	16	80	40	120				48	304
ADMINISTRATION									
INDEXES PERMITS	4	40	24		12			40	180
UPDATE PREVIOUS PLANS FOR MALL ROAD EXTENSION	8	64	80		40				192
									0

PHASE II SURVEY WORK

MAN-HOURS BY CLASSIFICATION:

PICK-UP SURVEY
A) REESTABLISH CONTROL
B) CULVERT LOCATIONS
C) SIDE ROADS AND ROUTE 29
D) CROSS SECTIONS
E) UTILITY DATA
F) TREE SURVEY
G) MISCELLANEOUS ITEMS
H) OFFICE CALC/DOWNLOAD DATA
ROW SURVEY (+/- 13 PLATS)
A) SECTION CORNERS ETC
B) PREPARE PLATS
C) FINAL STAKING (20 TRACTS)

DIRECT COST RATES AND ESTIMATED QUANTITIES

MILEAGE 1500 MI @ \$0.445 = \$ 668
PHOTOCOPIES 1500 @ \$0.15 = \$ 225
PRINTS (24X36) 750 @ \$1.50 = \$ 1,125

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

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

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

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

Type of Work	Division of Cost See Addendum # 2						Total
	SRF2	%	STATE	%	LA	%	
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	400,000	(*)		()		()	400,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 400,000		\$		\$		\$ 400,000
* 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 _____ BALANCE _____ 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 ~~614~~ or 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 (31U.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
Mayor

Signature _____

Date _____

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 Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Pekin	X			
	Section	Fund Type	ITEP Number		
	02-00166-01-LA	SRFR	4102190004		

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

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; Commercial Drive 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	SRFR	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way	100,000	(*)		()		()	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.

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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 Balance 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)

Agreement Provisions

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.
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- (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.
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- (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.
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- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
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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.
 - (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
Mayor

Signature _____

Date _____

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.