



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF APRIL 25, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of April 11, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Wastewater Treatment, Airport, Liquor Commission 4/7/05 and 4/14/05, LADD, March Revenues and Cash., and Building Report
2. Proclamations: Yellow Ribbon Rally Week April 24-30, 2005
Youth Week May 1-7, 2005
3. Charitable Solicitation: VFW Roy King Post #1232 Poppy Days May 20-21, 2005
4. Receive and File Bids Annual Maintenance HVAC all City Owned Buildings - Opened April 22
5. Resolution No. Re-Appointment to the Police Pension Board Hal Watkins for a term to Second Tuesday in May, 2007
6. Receive and File Pekin Planning Commission Minutes Dated April 13, 2005
7. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1664 – Recommends approval of Rezoning of property at 801 Hamilton from R-4 to B-1 and R-4 to OS-1
 - b. #1665 – Recommends approval of the Site Plan for Rezoning 801 Hamilton with stipulation that an appropriate Site Plan be presented, showing canopy, sidewalk, entry doors and garage door opening, subject to theses conditions and approval by Ron Sieh and Joe Wuellner
 - c. #1666 – recommends approval of Rezoning of property at 1211 S. 9th Street from B-3 to OS-1
 - d. #1667 – Recommends approval of the Site Plan for Rezoning of 1211 S. 9th Street
 - e. RECOMMENDATION – recommends as a whole the approval of the proposed resolution that there is not a necessity for a fulltime professional planner as the Commission already has access to planning aid from the Tri-County Planning Commission as needed; it would be an inappropriate expense to employ a fulltime professional planner

VII. COMMUNICATIONS, PETITIONS, REPORTS

Retirees Presentation

Safety Award

VIII. NEW BUSINESS

1. Ordinance No. 1568-A -153 – Providing for the Rezoning of Certain Property
King - 1211 S. 9th Street (JW)
2. Ordinance No. 1568-A 154 - Providing for the Rezoning of Certain Property
Holverson - 801 Hamilton (JW)
3. Site Plan of 801 Hamilton (JW)
4. Ordinance No. 2425 - Amending the Code of the City of Pekin 1995 Title 7-1A- 2
Regarding Building Code Exception to Height and Area of the Dome (JW)
5. Agreement with Tri County Regional Planning Commission for Planning Services (JJ)
6. Ordinance No 2426 - Authorizing the Execution of Intergovernmental Cooperation Agreement
Volume Cap \$2,655,200.00 Mortgage Assist Program (PA)
7. Resolution No. 103-04/05 - Setting a Public Hearing Regarding the Establishment of the TIF III (BS)
8. Award HVAC Bids for all City Owned Buildings - Opened April 22 (GR)
9. Agreement with Teamsters Local Union No. 627 May 1, 2005 – April 30, 2009
General Employee Unit (DK)
10. Amendment to the Letter of Understanding Recreational River Concepts, Inc.
Belle of the Night (DK)
11. Ordinance No. 2428 – Authorizing Development Agreement Velde
Oldsmobile-Cadillac-GMC Truck, Inc. (DK)
12. Wastewater Treatment Plant Contract Operations Recommendation (DK)
13. Receipt of Boat Ramp Grant Approval (DK)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Announcements – Community Forum Southside Business Area April 26, 2005

Public Informational Meeting Veterans Drive April 28, 2005

Public Questions

Press Time

X. EXECUTIVE SESSION

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

XI. ADJOURNMENT

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 11, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, RICHMOND, MADDOX, MASSAGLIA, AND JONES

ABSENT: NONE

The **Pledge of Allegiance** was led by students Jim Laws and Mike McCowan from PCHS government class.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **agenda be amended** by adding under Consent Agenda # 9. and #10. Proclamations: National Public Safety Telecommunicators Week and National Library Week 2005 and under New Business #10. Resolution No. 101-04/-5 A Resolution Authorizing the City of Pekin Finance Director/Treasurer to Establish An Additional Fund Depository. On roll call vote, all present voted Aye.

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

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **Minutes of the Regular City Council Meeting of March 28, 2005 be approved as written**. On roll call vote, all present voted Aye.

Public Input on Agenda Items

Bill Gilroy objected to the City spending additional money for the demolition contract of the grain elevators for the Riverfront Park project. He expressed concerns regarding the structural member on the back of the Sours elevator that would afford access over the railroad tracks to the Belle of the Night that was moored on the riverfront. He also questioned why asbestos was not discovered and removal speeded as part of the bid.

Stan Mandrell, Union Stewart, thanked Council on behalf of President Kieth Gleason of the Teamsters Local No. 627, for terms of the ratified Agreement.

Consent Agenda

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

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

1. Receive and File Monthly Reports: Tazewell County Animal Control, Liquor Commission 3/17/05 and 3/31/05
2. Charitable Solicitation: Jenny Miller June 4, 2005
3. Receive and File Second Year Report for NPDES Stormwater Compliance
4. Receive and File IEPA Revolving Loan Pre-Application for Wastewater Facilities
5. Receive and File Pekin Police Department Year End Report 2004
6. Receive and File Tree City USA 15th Year Designation
7. Receive and File Bids for HVAC Maintenance of Municipal Buildings Opened March 16, 2005
8. Receive and File Liquor Commission Recommendations to Liquor Commissioner:
 - a. Hearing #1 - that the request from Robert Center for the sale of liquor at 431 ½ Court Street

be approved by the City Council

9. Proclamation: National Public Safety Telecommunicators Week April 11-17, 2005

10. Proclamation: National Library Week 2005 April 10-16, 2005

On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **LIQUOR USE REQUEST FOR ABOVE GRADE SALES AT 431 ½ COURT STREET** from Robert Center as recommended to the Liquor Commissioner by the Liquor Committee be approved. Mayor Howard recommended Council consider approval and that the liquor license would not be issued without compliance with the new Liquor Code. The Fire and Police Chiefs were then asked to tell some of those provisions which included video camera and mirrors for "view from street", widen staircase, compliance with building and fire codes. On roll call vote, Ayes, Richmond, Massaglia, Maddox and Howard; Nay, Jones. Motion Carried.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **SITE PLAN FOR LIQUOR SALES LOCATED AT 431 ½ COURT STREET** be approved. Ron Sieh reported to Council that the Planning Commission had approved the layout in April 2004. The Council did not act on the recommendation that meeting. Mr. Sieh told Council that any concerns would be presented to the owner for implementation and upon satisfactory completion an occupancy permit would then be issued. On roll call vote, Ayes, Richmond, Massaglia, Maddox and Howard; Nay, Jones. Motion Carried.

Motion by Com'r. Jones, seconded by Com'r. Richmond, that the **ENGINEERING AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. for Pekin Municipal Airport Taxiways Project in an amount not to exceed \$4,000.00** be approved. Illinois Department of Transportation had approved preliminary phase service fee funding. Commissioner Richmond questioned if taxiways were different from improvements to runways from last year. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **CHANGE ORDERS FOR THE GRAIN BIN DEMOLITION in the amount of \$71,597.00** be approved. Council heard the recommendation to approve additional costs for asbestos removal, structure to afford access to the boat over the railroad tracks and excavation work necessary to assist in the park construction. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Richmond, that the **AGREEMENT WITH TEAMSTERS UNION NO. 627 STREET DEPARTMENT APRIL 1, 2005- MARCH 31, 2009** be approved. Highlights of the 4 year contract were outlined by the City Manager. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **AGREEMENT WITH TEAMSTERS UNION NO. 627 SOLID WASTE DEPARTMENT APRIL 1, 2005- MARCH 31, 2009** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that **ALL BIDS FOR HVAC CITY BUILDING PROJECTS** be rejected. Attorney Dancey advised Council in order to avoid ambiguities in the bids in regards to hourly rates if contract extends for 6 years, it would be best to re-bid the project. On roll call vote, all present voted Aye.

PRESENTATION WASTEWATER TREATMENT FACILITIES OPERATIONS PROPOSALS – From a prepared memo to Council, City Manager Dennis Kief reported on the process of receiving Statements of Qualifications from 4 Contract operators and also evaluation of costs of the City operating the facilities.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **CONTRACT WITH AMEREN CILCO FOR RIVERFRONT PARK ELECTRIC SERVICE** be approved. On roll call vote, all present voted Aye.

RESOLUTION NO. 101-04/05

**AUTHORIZING THE CITY OF PEKIN FINANCE DIRECTOR/TREASURER TO ESTABLISH
AN ADDITIONAL FUN DEPOSITORY**

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Resolution No. 101-04/05 be adopted. Finance Director Robert Reis explained that the resolution gave the authority to open a new Money Market account with Fondulac Banking Center a division of Morton Community Bank. The funds, proceeds of the bond with the bank, were being invested until closing on the purchase of additional property for the Riverway Business Park.

Other Business

City Manager Dennis Kief announced a **PUBLIC INFORMATIONAL MEETING FOR VETERANS DRIVE (BROADWAY TO FISCHER ROAD)**. The open house would be on Thursday, April 28, 2005 from 6:00 p.m. until 7:30 p.m. at Sunset Hills School. Consulting personnel would be available during that time to explain the project on display and to answer questions and receive written comments from the public on the extension.

Commissioner Richmond thanked all candidates for offices or boards for removing their election campaign signs in a timely manner after Tuesday's results.

Commissioner Jones addressed Council and staff on concerns of approving variances regarding fences, setbacks, etc. He had previously communicated an idea to contract with Tri-County Regional Planning for some insight in reviewing such request. He requested that the City Manager place the prepared agreement on the next Council Agenda for consideration.

Director of Public Properties Greg Ranney, thanked everyone for their efforts in negotiating the Solid Waste and Street Department contracts.

Mayor Howard announced a community open forum meeting on Tuesday, April 26 @ 6:00 p.m. The informal meeting would be held at the Eagles Lodge in conjunction with Southside Business area.

Denny Vaughn addressed Council and questioned the necessity of contracting an outside provider for services in the Planning and Building Department when the City has employees to do the job. It was explained by Commissioner Jones that the agreement with TCRP was to train and assist the City, the Board of Appeals and Planning Commission members.

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

Motion by Com'r. Massaglia, seconded by Com'r. Maddox that Council move to **Executive Session** at 6:15 P.M. to discuss 120/2 (c) 3. Collective Bargaining and 11. Pending or Threatened Litigation. On roll call vote, all present voted Aye. Executive Session began at 6.25 p.m.

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

COUNCIL ADJOURNED AT 6:40 P.M.



United Water Services
606 South Front Street
P.O. Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail djhughes@unitedwater.com

VI.1

received
2/21/05 -DK

April 20, 2005

Mr. Dennis Kief
Public Works Director
City of Pekin, Illinois
111 South Capitol Street
Pekin, Illinois 61554

SUBJECT: March 2005 Monthly Summary

Dear Mr. Kief:

The monthly report is attached. Please contact Alice Ohrtmann (815-297-1166) or me if you have any questions, comments, or require additional information.

Sincerely,

Don Hughes
Project Manager

Cc:

Alice Ohrtmann
John Cheslik
File

Attachments: Pekin Wastewater Treatment Monthly Summary
DMR report for this reporting period

PEKIN WASTEWATER TRETMENT FACILITY MONTHLY SUMMARY FOR MARCH 2005

Regulatory Compliance

Please find the monthly discharge monitoring reports attached. The monthly CBOD average was 7 mg/l and the Suspended Solids was 10 mg/l for the treatment plant effluent. Excursions during this reporting were for the minimum DO limit which was not met on 16 days. There were no other excursions during this reporting period.

Sludge Management

During this reporting period we processed 0.59 million gallons of sludge from the primary tanks and 2.82 million gallons of waste activated sludge across the belt thickener. There were 373,500 gallons of digested sludge drained from the digester during the month.

Safety

Two safety tailgate meetings were conducted during this reporting period. Fire extinguishers and first aid kits were inspected and replenished as needed. We are continuing to keep logs of visitors to the facility for security purposes. No safety issues were raised during this reporting period. There is a need for a stairway from the road to the sidewalk at the storm lagoon to improve plant safety. Plans are in place to install stairs as time permits.

Personnel

Staff continues to work on improving work processes and skills. Gary Haller passed his Class 1 Wastewater Operators Certification test in March. Another employee will be taking the Class 1 test in the near future.

Process Control

We are using the MCRT, Sludge Volume Index, Settleometers, and Microscopic Exams for process control. The target MCRT for the three secondary processes is 6-7 days. The staff has located a manhole on the effluent discharge line to the river and due to the fall present in this structure, it appears the minimum DO limit for the plant discharge can be routinely met by the oxygen added at this point. At the request of Mr. Jim Kammuelier, a letter was sent to him regarding the routine use of this location for DO testing, for the record. We believe this change will provide for routine compliance in this regard.

Maintenance Management

The monthly work order summary for this reporting period is attached. We are continuing to emphasize preventive and predictive maintenance. The large chlorine regulator and chlorinators were rebuilt during March in preparation for the upcoming disinfection season. Baseline vibration testing will be performed on the refurbished blower along with the quarterly vibration analysis in April. Grit system was unplugged and is working normally. Storm lagoon was cleaned after being used during the month.

Capital Improvements

The control system for the 64 digester has been repaired and is available for service when needed. A new flow meter has been approved for the FBOP process has been installed, calibrated and is in service. VFD replacement is planned for the near future.

Community Relations

Additional involvement is anticipated during the planning for the wastewater plant upgrade and needs assessment meetings. Attended the member services committee meeting with the Chamber of Commerce. Participation in the Environmental Education Day is being planned for May.

Work Order Statistics
Pekin Wastewater Facility
03/01/2005-03/31/2005

WO Type	Received Wos	Completed Wos
CM	36	36
PM	52	52
RM	74	74
SAFETY	5	5
SUP	36	36
GRAND TOTAL	203	203



United Water Services
PWW TF
606 South Front Street
PO Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail dhughes@unitedwater.com

April 14, 2005

Mr. Jay Balmer
State of Illinois
Environmental Protection Agency
Bureau of Water
Compliance Assurance Section, #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL. 62794-9276

SUBJECT: City of Pekin, IL
NPDES Permit # IL0034495
Monthly DMR reports for March 2005

Dear Mr. Balmer:

The purpose of this letter is to transmit the above subject DMR reports. The minimum DO was exceeded 16 times during this reporting period, with the lowest result being 5.2 mg/L. An alternate sampling point for DO is now being used to more accurately reflect the actual DO of the plant effluent. There were no other excursions during this reporting period.

If you have any questions or would like additional information, please call me at (309) 477-2333 at your convenience.

Sincerely,

Don Hughes
Project Manager

Cc Mr. Jim Kammeuller
Alice Ohrtmann
John Cheslik
~~Dennis Kiehl~~
File

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897

DISCHARGE MONITORING REPORT (DMR)

Treated Combined Sewage Outfall (OVER 8.7 MGD)

IL0034495
PERMIT NUMBER

002 0
DISCHARGE NUMBER

(SUBR 03)
F-FINAL

Form Approval. 12345

OMB No. 2040-004

Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD							
FROM	05	03	01	TO	05	03	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C)	SAMPLE MEASUREMENT	*****	*****	26	*****	100	*****	19	NA	375	GR
00310 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
PH	SAMPLE MEASUREMENT	*****	*****	****	7.00	*****	7.00	12	0	375	GR
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		DLYWH DISCHR	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	*****	*****	26	*****	200	*****	19	NA	375	GR
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	*****	*****	26	*****	1.24	*****	19	0	250	GR
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	2.0 MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	*****	10	13	0	250	GR
74055 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	400 DAILY MX	#/100ML		DLYWH DISCHR	GRAB
FLOW, TOTAL	SAMPLE MEASUREMENT	*****	0.231	(3R)	*****	*****	*****		NA	375	GR
82220 1 0 1 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	Report Mo Total	MGAL	*****	*****	*****	*****		DAILY	CONTIN
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE MONETARY PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

DATE

309-477-2333

05 | 04 | 14

AREA CODE NUMBER

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

NUMBER OF DAYS OF DISCHARGE: 1

(Reference all attachments here)

Forms by WindowChem(707)884-0845;ph11090;v5.01/4/1/98

E.R.

PERMITTEE NAME/ADDRESS:
Name PEKIN STP #1, CITY OF
ADDRESS:111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)OCR0897
DISCHARGE MONITORING REPORT (DMR)

IL0034495
PERMIT NUMBER

INF L
DISCHARGE NUMBER

INFLUENT MONITORING
(SUBR 03) Form Approval. 12345
F-FINAL OMB No. 2040-004

FACILITY: PEKIN STP #1, CITY OF
LOCATION:606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD
FROM 05 | 03 | 01 TO 05 | 03 | 31
(20-21)(22-23)(24-25) (26-27) (28-30-31)

MAJOR
INFLUE No Discharge ***
Approval Expires 10-31-94

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C) 00310 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	207	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	192	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THU TREATMENT PLANT 50050 G 0 1 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	3.13	4.36	03	*****	*****	*****		NA	105	RT
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	****		CONTINUOUS	RCOTOT
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.							TELEPHONE	DATE	
Donald J. Hughes / Project Manager									SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	309-477-2333	05 04 14
TYPED OR PRINTED									AREA CODE NUMBER	YEAR MO DAY	

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

E.R.

Forms by WindowChem(707)864-0845;ph11060;v5.01;4/1/96

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897

DISCHARGE MONITORING REPORT (DMR)

STP OUTFALL

IL0034495
PERMIT NUMBER

001 0
DISCHARGE NUMBER

(SUBR 03)
F-FINAL

Form Apprval. 12345
OMB No. 2040-004
Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD							
FROM	05	03	01	TO	05	03	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)	X	QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	5.2	*****	*****	19	16	260	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	6.0 MINIMUM	*****	*****	MG/L		5 DAYS WEEK	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	*****	7.3	*****	7.8	12	0	260	GR
	PERMIT REQUIREMENT	*****	*****	*****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		5 DAYS WEEK	GRAB
SOLIDS, TOTAL SUSPENDED 00530 1 0 2 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	257	374	26	*****	10	15	19	0	260	CP
	PERMIT REQUIREMENT	1814 MO AVG	3265 WKLY AVG	LBS/DAY	*****	25 MO AVG	45 WKLY AVG	MG/L		5 DAYS WEEK	COMPO
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	601	26	*****	*****	22.0	19	0	260	CP
	PERMIT REQUIREMENT	*****	1807 DAILY MX	LBS/DAY	*****	*****	24.9 DAILY MX	MG/L		5 DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	3.19	5.05	03	*****	*****	*****		NA	105	RT
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	*****		CONTINUOUS	RCOTOT
CHLORINE, TOTAL RESIDUAL 50060 1 0 1 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****	*****	NA	19	NA	500	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	*****	0.75 DAILY MX	MG/L		CLRNT N	GRAB
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	182	228	26	*****	7	8	11	0	260	CP
	PERMIT REQUIREMENT	1451 MO AVG	2902 WKLY AVG	LBS/DAY	*****	20 MO AVG	40 WKLY MX	MG/L		5 DAYS WEEK	COMPO
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.					TELEPHONE		DATE		
Donald J. Hughes / Project Manager							309-477-2333		05 04 14		
TYPED OR PRINTED							AREA CODE NUMBER		YEAR MO DAY		

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

COMMENT AND EXPLANATION OF ANY VIOLATIONS
DMF LOAD LIMITS DISPLAYED. Sixteen effluent DO readings were below the 6.0 mg/L limit.
Effluent flow is an estimate due to a flow meter needing replaced.
E.R.

Forms by WindowChem(707)864-0845;ph11090;v5.01;4/1/98

MONITORING PERIOD: 03 / 05
MONTH YEAR

□

PERMIT NUMBER: IL 0034495

CITY: PEKIN STATE: IL ZIP CODE: 61554 TELEPHONE: (309) 477-2333

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY KNOWLEDGE OF THESE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC 1001 AND 33 USC 11319 (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years.)		DATE		
DONALD J. HUGHES PROJECT MANAGER TYPED OR PRINTED			04	14	09
		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	MO	DAY	YEAR

This Agency is authorized to require this information under Illinois Revised Statutes, 1991, Chapter 111 ½, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.



United Water Services
PWW TF
606 South Front Street
PO Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail djhughes@unitedwater.com

April 20, 2005

Mr. Jay Balmer
IEPA/Bureau of Water
Compliance Assurance Section, #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

SUBJECT: City of Pekin 1st Quarter, 2005 Sludge Testing Results for Land
Application Permit No. 2004-SC-0776

Dear Mr. Balmer:

Please find enclosed the subject sludge analysis for the above permit. Please let me know if you have any questions or require additional information.

Sincerely,

Don Hughes
Project Manager

Cc


Alice Ohrtmann
Mike Link
File

Attachment: Sludge Testing Results for Land Application

**PDC Laboratories, Inc.**P.O. Box 9071 • Peoria, IL 61612-9071
(309) 692-9688 • (800) 752-6651 • FAX (309) 692-9689**Laboratory Results**United Water Services, Inc.
606 South Front Street
PO Box 883
Pekin, IL 61555-0883
Attn : Mr. Don HughesDate Received : 03/29/05 11:40
Report Date 04/13/05
Customer # : 275998
P.O. Number : Routine
Facility : PEKIN WASTEWATE

Sample No: 05033778-1

Client ID : WWSL

Site : SLUDGE LAGOONS

Collect Date : 03/29/05 09:00

Locator : COMPOSITE

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540 G				
Solids, Total Volatile		64 %	03/30/05 15:47	KT
SM (18) 2540B				
Solids, Total		6.3 %	03/30/05 15:47	KT
SM (18) 4500 N ORG B				
Nitrogen, Total Kjeldahl as N		4200 mg/kg	04/08/05 14:13	Igesh
Nitrogen, Total Kjeldahl as N		66000 mg/kg Dry	04/08/05 14:13	Igesh
SM (18) 4500P B,E				
Phosphorus, Total as P		1100 mg/kg	04/05/05 13:59	Igesh
Phosphorus, Total as P		17000 mg/kg Dry	04/05/05 13:59	Igesh
SM 4500 NH3 B, H				
Nitrogen, Ammonia as N		1620 mg/kg	04/08/05 13:13	Igesh
Nitrogen, Ammonia as N		25000 mg/kg Dry	04/08/05 13:13	Igesh
SW-846 3051				
Sample Preparation			04/05/05 08:00	JMM
SW-846 6010B R2.0				
Arsenic	<	0.25 mg/kg	04/06/05 13:00	KMC
Arsenic	<	4 mg/kg Dry	04/06/05 13:00	KMC
Cadmium		0.17 mg/kg	04/06/05 13:00	KMC
Cadmium		2.7 mg/kg Dry	04/06/05 13:00	KMC
Chromium		1.9 mg/kg	04/06/05 13:00	KMC
Chromium		30 mg/kg Dry	04/06/05 13:00	KMC
Copper		55 mg/kg	04/06/05 13:00	KMC
Copper		870 mg/kg Dry	04/06/05 13:00	KMC
Lead		4.7 mg/kg	04/06/05 13:00	KMC
Lead		75 mg/kg Dry	04/06/05 13:00	KMC
Manganese		21 mg/kg	04/06/05 13:00	KMC
Manganese		330 mg/kg Dry	04/06/05 13:00	KMC
Molybdenum		0.58 mg/kg	04/06/05 13:00	KMC
Molybdenum		9.2 mg/kg Dry	04/06/05 13:00	KMC
Nickel		1.4 mg/kg	04/06/05 13:00	KMC
Nickel		22 mg/kg Dry	04/06/05 13:00	KMC
Potassium		200 mg/kg	04/13/05 12:00	KMC
Potassium		3200 mg/kg Dry	04/13/05 12:00	KMC
Selenium		0.82 mg/kg	04/08/05 12:00	KMC
Selenium		13 mg/kg Dry	04/08/05 12:00	KMC
Zinc		57 mg/kg	04/06/05 13:00	KMC
Zinc		900 mg/kg Dry	04/06/05 13:00	KMC
SW-846 7471A R1.0				



PDC Laboratories, Inc.

P.O. Box 9071 • Peoria, IL 61612-9071
(309) 692-9688 • (800) 752-6651 • FAX (309) 692-9689



Laboratory Results

United Water Services, Inc.
606 South Front Street
PO Box 883
Pekin, IL 61555-0883
Attn : Mr. Don Hughes

Date Received : 03/29/05 11:40
Report Date 04/13/05
Customer # : 275998
P.O. Number : Routine
Facility : PEKIN WASTEWATER

Sample No: 05033778-1		Collect Date : 03/29/05 09:00		
Client ID : WWSL		Site : SLUDGE LAGOONS	Locator : COMPOSITE	
Parameter	Qualifier	Result	Analysis Date	Analyst
SW-846 7471A R1.0				
Mercury		0.18 mg/kg	04/07/05 13:30	JVH
Mercury		2.8 mg/kg Dry	04/07/05 13:30	JVH
SW-846 9045 C				
pH		8.11 units	03/31/05 11:45	KD/EH
Sample No: 05033778-2		Collect Date : 03/29/05 09:00		
Client ID : WWSL		Site : FECAL #1	Locator : GRAB	
Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		5.9 %	03/31/05 13:54	KT
SM (18) 9221 C/E				
Fecal Coliform		24000 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		410000 mpn/dry g	03/29/05 13:40	BMJ
SM (18) 9222 D				
Fecal Coliform, Geometric Mean		41168 mpn/dry g	04/04/05 08:55	BDL
Sample No: 05033778-3		Collect Date : 03/29/05 09:00		
Client ID : WWSL		Site : FECAL #2	Locator : GRAB	
Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		7 %	03/31/05 14:05	KT
SM (18) 9221 C/E				
Fecal Coliform		333 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		4800 mpn/dry g	03/29/05 13:40	BMJ

**PDC Laboratories, Inc.**

P.O. Box 9071 • Peoria, IL 61612-9071
(309) 692-9688 • (800) 752-6651 • FAX (309) 692-9689

**Laboratory Results**

United Water Services, Inc.
606 South Front Street
PO Box 883
Pekin, IL 61555-0883
Attn : Mr. Don Hughes

Date Received : 03/29/05 11:40
Report Date 04/13/05
Customer # : 275998
P.O. Number : Routine
Facility : PEKIN WASTEWATER

Sample No: 05033778-4

Client ID : WWSL

Site : FECAL #3

Collect Date : 03/29/05 09:00

Locator : GRAB

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		7.3 %	03/31/05 14:24	KT
SM (18) 9221 C/E				
Fecal Coliform		11818 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		160000 mpn/dry g	03/29/05 13:40	BMJ

Sample No: 05033778-5

Client ID : WWSL

Site : FECAL #4

Collect Date : 03/29/05 09:00

Locator : GRAB

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		8.2 %	03/31/05 14:29	KT
SM (18) 9221 C/E				
Fecal Coliform		1300 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		16000 mpn/dry g	03/29/05 13:40	BMJ

Sample No: 05033778-6

Client ID : WWSL

Site : FECAL #5

Collect Date : 03/29/05 09:00

Locator : GRAB

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		7 %	03/31/05 14:29	KT
SM (18) 9221 C/E				
Fecal Coliform		1300 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		18000 mpn/dry g	03/29/05 13:40	BMJ

Sample No: 05033778-7

Client ID : WWSL

Site : FECAL #6

Collect Date : 03/29/05 09:00

Locator : GRAB

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		6 %	03/31/05 14:31	KT
SM (18) 9221 C/E				
Fecal Coliform		8000 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		130000 mpn/dry g	03/29/05 13:40	BMJ



PDC Laboratories, Inc.

P.O. Box 9071 • Peoria, IL 61612-9071
(309) 692-9688 • (800) 752-6651 • FAX (309) 692-9689



Laboratory Results

United Water Services, Inc.
606 South Front Street
PO Box 883
Pekin, IL 61555-0883
Attn : Mr. Don Hughes

Date Received : 03/29/05 11:40
Report Date 04/13/05
Customer # : 275998
P.O. Number : Routine
Facility : PEKIN WASTEWATER

Sample No: 05033778-8

Collect Date : 03/29/05 09:00

Client ID : WWSL

Site : FECAL #7

Locator : GRAB

Parameter	Qualifier	Result	Analysis Date	Analyst
SM (18) 2540B				
Solids, Total		8.2 %	03/31/05 14:31	KT
SM (18) 9221 C/E				
Fecal Coliform		1400 mpn/wet g	03/29/05 13:40	BMJ
Fecal Coliform		17000 mpn/dry g	03/29/05 13:40	BMJ

PDC Laboratories participates in the following laboratory accreditation/certification and proficiency programs. Endorsement by the Federal or State Government or their agencies is not implied.

NELAC Accreditation for Drinking Water, Wastewater, Hazardous and Solid Wastes Fields of Testing through IL EPA Lab No. 100230
State of Illinois Bacteriological Analysis in Drinking Water Certified Lab Registry No. 17533
Drinking Water Certifications: Indiana (C-IL-040); Kansas (E-10338); Kentucky (90058); Missouri (00870); Wisconsin (998294430)
Wastewater Certifications: Arkansas; Iowa (240); Kansas (E-10338); Wisconsin (99829443)
Hazardous/Solid Waste Certifications: Arkansas; Kansas (E-10338); Wisconsin (998294430)
UST Certification: Iowa (240)

Certified by: Julia Rada
Julia Rada, Project Manager

This report shall not be reproduced, except in full, without the written approval of the laboratory.

PDC LABORATORIES, INC.
2231 WEST ALTORFER DRIVE
PEORIA, IL 61615

PHONE # 309-692-9688
FAX # 309-692-9689

CHAIN OF CUSTODY RECORD

ALL SHADED AREAS MUST BE COMPLETED BY CLIENT (PLEASE PRINT)

1 CLIENT UWS-Pek WWTP ADDRESS 606 SO. River Rd CITY PEK, IL 61555-0883 STATE IL ZIP 61555-0883 CONTACT PERSON		PROJECT NUMBER routine PHONE NUMBER		P.O. NUMBER		MEANS SHIPPED PDC courier DATE SHIPPED 3-29-05		3 ANALYSIS REQUESTED Trace Metals Metals/trace metals		4 (FOR LAB USE ONLY) LOGIN # 05033778 LOGGED BY: EP LAB PROJ. # TEMPLATE: PROJ. MGR.:			
2 SAMPLE DESCRIPTION Sludge from sludge lagoons 11 11 11		DATE COLLECTED 3-29		TIME COLLECTED 9 ^{AM}		SAMPLE TYPE GRAB X COMP X		MATRIX TYPE WWSL		TOTAL # OF CONT 7		REMARKS Run all tests needed for 503 Rep + IEPA Rep. for land application of sludge Need Geometric Mean figures 1st Quarter 05 Jan, Feb, Mar.	
5 TURNAROUND TIME REQUESTED (PLEASE CIRCLE) (RUSH TAT IS SUBJECT TO PDC LABS APPROVAL AND SURCHARGE) RUSH RESULTS VIA (PLEASE CIRCLE) FAX # IF DIFFERENT FROM ABOVE:		NORMAL		RUSH		6 The sample temperature will be measured upon receipt at the lab. By initialing this area you request that the lab notify you, before proceeding with analysis, if the sample temperature is outside of the range of 0.1-6.0°C. By not initialing this area you allow the lab to proceed with analytical testing regardless of the sample temperature.							
7 RELINQUISHED BY: (SIGNATURE) L. Wolfer RELINQUISHED BY: (SIGNATURE) Deane Blervins		3-29-05 TIME 11:40		RECEIVED BY: (SIGNATURE) Deane Blervins RECEIVED AT LAB BY: (SIGNATURE) C. Peterson		DATE 3-29-05 TIME 11:07 DATE 3-29-05 TIME 11:40		8 COMMENTS: (FOR LAB USE ONLY) SAMPLE TEMPERATURE UPON RECEIPT CHILL PROCESS STARTED PRIOR TO RECEIPT SAMPLE(S) RECEIVED ON ICE BOTTLES RECEIVED IN GOOD CONDITION BOTTLES FILLED WITH ADEQUATE VOLUME SAMPLES RECEIVED WITHIN HOLD TIME(S)					

City of Pekin
Airport Commission Meeting Minutes
April 13, 2005

Commissioners: Present – Peter Kalman, Charles Thomas, Robert Ehrich & Merrill Parsons
Attendees: Joe Wuellner, Lori Justus, Ric Woldow, Murray Brian & Al Lurie

Chairman Kalman opened the meeting at 3:00pm.

Correspondence Received:

1. IPAA letter requesting support to get the State of Illinois to provide their portion of the funding on Federal improvement projects.
2. Sales brochure for security items.

Old Business:

1. Mr. Wuellner stated that he had not looked at the water problem in the Miller hangar but will get out the next rain. Asked Mr. Lurie if he was having problems and the answer was yes.
2. Letter from the Fire Chief on the use of the existing dryer was received. It was stated that there are plans to replace this dryer and that this issue be addressed the next time the Byerly contract is due for an update.

New Business:

1. Ms. Justus stated that the Aviation people had done their annual inspection and stated again that there needs to be 24 hour access to restrooms. She did some research and found a few companies that sell portable facilities and mentioned that we could get a local company to maintain them. It was decided to wait for the letter and see how it was worded before we proceed. If possible maybe some of the improvement dollars could go toward building a restroom for this purpose. Mr. Wuellner will check with CMT on this.
2. There was a request by Byerly to clean and paint the entry canopies. This work would be done with on site personnel. It was agreed that this be done.

No other business to discuss and meeting adjourned at 3:45PM.

Next meeting will be May 11, 2005 at 3pm.

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, APRIL 7th, 2005

4:00 P.M.

CITY HALL WEST CONFERENCE ROOM

Roll Call

Roll was called and the following members were present for roll: Police Chief Tim Gillespie, Roy Bockler, Chairman, Don Nell, David Eitenmiller, John McCabe, and Gary Allen. Chief Chuck Lauss was absent.

Also present: Attorney Burt Dancey, and Mayor Howard.

Chairman Bockler opened the meeting at 4:00pm.

Chairman Bockler had a change to the Agenda in order to let the Mayor and City Attorney Burt Dancey speak before meeting began. Motion by Eitenmiller, seconded by Chief Gillespie, motion carried by voice vote.

Attorney Burt Dancey clarified the Special Use and Site Plan to the Commission. Mayor Howard discussed on Hearings and if Chief Gillespie will have a vote. Attorney Dancey said okay to vote in Hearings. Chief Gillespie brought up the Class A, B, and C licenses, seems there is some confusion. Bockler gave an explanation of prices and clarified the differences. Class C license is misunderstood, now it states it's a temporary license, not beer and wine only. Attorney Bosich is working on the "classes of licenses".

Attorney Dancey stated that on Liquor Hearings, that the Liquor Commission will not see Police Reports, their recommendation to the Liquor Commissioner will be through testimony only.

Mayor Howard stated he was at a Ministerial Alliance meeting on Wednesday and the topic was the newly formed Liquor Commission. He invited all to attend one of the meetings to better understand what this Commission does.

Approval of Minutes

McCabe questioned the minutes regarding Maddox's explanation of the Special Use. Chairman Bockler explained that section of the minutes. Motion by Nell, seconded by

Eitenmiller that the meeting minutes of March 31st, 2005 be approved as presented.
Motion carried by voice vote.

Chief Chuck Lauss entered the meeting at 4:20pm.

New Business

Item V – 1 on the Agenda. Chief Gillespie confirmed that all Liquor License Renewals were hand delivered by the Pekin Police Department on Friday, April 01, 2005. No feedback heard.

Item V – 2 on the Agenda. Chief Gillespie passed out the liquor establishments that are in violation of the View from the Street Compliance. Fiesta Ranchero, Koch Street Bar & Grill, Generations, and Hole in the Wall. Gillespie will appoint an Officer as a liaison, not yet named to work with the liquor establishments to help bring them to compliance. Discussion followed: Clubs, Hotels/Motels and Restaurants are exempt from "View from the Street". Baja Breeze is closed down, sign says for remodeling. Gillespie to check with the owner Bill Griffin to see if he plans on opening up the restaurant and bar. Would the bar, since in the hotel have to be in compliance with the code on "view from the street". Chairman Bockler suggested that the Liaison Officer attend some of the meetings, give feedback. This is a positive approach to the community and the liquor establishments and he commends Chief Gillespie for appointing an Officer. All present voiced the same.

Item V – 3 of the Agenda. Chairman Bockler confirmed the April 21st Hearing date set for Ol'Dad's in violation of the Liquor Code. Since the last meeting there has been another violation. Attorney Sue Bosich will return on April 18th and everything should be final for the April 21st Hearing. Discussion followed: the Liquor Commission can sit in on the Hearing, and then make their recommendation to the Liquor Commissioner for punishment and/or fines. The secretary will email the Liquor Commission when the Hearing or Hearings will be.

Item V – 4 of the Agenda. New Star Buffet, 2307 Court Street, copy of application to each Liquor Commission member. Chairman Bockler suggested before the next meeting on the 14th, to have any questions, comments, on the New Star Buffet to Paula to be put in questionable format to review, concerns, and questions. Discussion followed: How old does one have to be to serve alcohol in a restaurant. Age 21 to pour alcohol and 18 to serve. Criminal background on New Star Buffet checked out clear.

Other Business:

Allen questioned Liquor establishments opening at 11:00am, it was confirmed that the Mayor's Advisory on Liquor made that decision to change the time to 10:00am on serving and selling liquor on Sundays. Reason being on Sunday activities i.e. boating, golf and 3rd shift workers.

Chairman Bockler questioned the Pub Crawl that will be happening on April 16th from 1pm to 9pm. This is a Special Events application that does not require any recommendation from the Liquor Commission. Chief Gillespie has concerns on walking the City streets from one establishment to the other. No alcohol allowed on City streets and they are expecting 200 people and this will result in a violation of the occupancy code. They were also required to have insurance.

Chief Chuck Lauss informed members that his department is half-way finished with occupancy permits, measuring, etc. Permits will be posted in all liquor establishments and should be done by next week. His department has had very good response from establishments on the inspections.

Chairman Bockler discussed the letter received by a citizen on illegal gambling for "Amusement Only" machines in liquor establishments and now Pekin gas stations and convenience stores. Chief Gillespie stated this was addressed with the past Administration and their decision was to let it alone. Chairman Bockler said it will go through the proper channels, acknowledge letter in Liquor Commission minutes, then forward on to the Liquor Commissioner and then on to Council. Suggestion on responding to letters received, if there were a return address, the secretary to respond that it was received and filed and forwarded on to the Liquor Commissioner and Council.

Meetings for the month of April are the 14th, 21st, and 28th at 4:00pm. Regular scheduled meetings will be set on the 2nd and 4th Thursday of the month at 4:00pm to be held in the West Conference Room

Next meeting will be Thursday, April 14th at 4:00pm to be held in Council Chambers for review of Liquor applicants.

No further business, Chairman Bockler asked for a motion to adjourn; motion was then made by Lauss, seconded by Eitenmiller to adjourn. Motion carried by voice vote.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,
Paula Gensel, Secretary

City of Pekin

LIQUOR COMMISSION MINUTES

**THURSDAY, APRIL 14th, 2005
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Roll Call

Roll was called and the following members were present: Chairman Roy Bockler, Police Chief Tim Gillespie, David Eitenmiller, John McCabe, and Gary Allen. Chief Chuck Lauss and Don Nell were absent.

Also present: Attorney Burt Dancey and Mayor Howard.

Mayor Howard introduced the Liquor Commission and explained how the Commission was formed and will conduct business.

Chairman Bockler opened the meeting at 4:00pm.

Approval of Agenda

Motion by Eitenmiller, seconded by McCabe that the Agenda of April 14th be approved as presented. Motion carried by voice vote.

Approval of Minutes

There was not a motion made to approve the minutes of April 7th, 2005

New Business V

- (1) Chairman Bockler pulled the Application for New Star Buffet. Sent back to the Planning Commission.
- (2) Hearing on the Special Use for sale of liquor for New Star Buffet was postponed until a later date.
- (3) Review of Special Use, nothing at this time, but as time goes on an application may come forth with Special Use requirements.
- (4) Review of Liquor License Renewals. Discussion followed: At this time, applications for this year want to see this situation as pro-active and business friendly. Some

applications had some deficiencies. Will be going through these applications to fill out completely, give your best in filling out the applications, all needed documentation. As a Commission will be familiar in every application. If find deficiencies we will send out a letter in writing to each applicant to comply.

Deputy Chief Sam Cretaro entered the meeting at 4:10pm.

Communications:

- (1) Introductions: The Liquor Commission is here to serve as a liaison between the government and the business establishments. We are open to your comments, questions and concerns.

Mayor Howard introduced Sam Cretaro, as Fire Chief Chuck Lauss's designee.

Gary Allen – Owns Allen & Associates Real Estate, Pekin resident pretty much all his life. Looking forward to working with people. Not here to close businesses we are proactive, here to follow the rules.

David Eitenmiller – I am a Pekin resident all my life. We want to be proactive, questions and concern fill free to ask.

Roy Bockler – Resident of Pekin, late 70's, Community Banker down in Manito, very active in the community. Asked by Mayor to sit on the Committee to help revise the code and revise for the future. See as a very positive approach.

John McCabe – Resident of Pekin for over 15 years. Teach American Government and World Issues at Pekin High School. See this as very worthwhile, more of community activities, work with all businesses in town to understand the code.

Tim Gillespie – Chief of Police, life-long resident of Pekin, has been on the police department 34 years. Police and Fire Departments are concerned about public safety; we want to work with the businesses, the taverns, bars, liquor establishments. Method to communicate with all of you, there will be a contact person. Here to enforce the Ordinances.

Sam Cretaro – Assistant Fire Chief, I am not an official member, filling in for Fire Chief Chuck Lauss.

Attorney Burt Dancey – Assistant City Attorney, around Pekin all his life, now lives across the river in Orchard Mines. Sue Bosich did most of the work; committee put both of us to advise and to send out notifications on alleged violations.

Sue McMillan – City Clerk, she handles the paper work and files.

Paula Gensel – work for the City of Pekin, asked to serve on committee to take the minutes and I have helped several people with their liquor license applications.

Chairman Bockler believes there is a good mix of people on this Commission to come to a good conclusion to accomplish this task. Any questions or concerns along the way, please contact any Commission member. We are very easily to contact us. Please put your comments, questions and concerns in writing so we can address them with the committee, make them part of our records.

Chief Gillespie introduced the Police Officer Liaison as Chris Bitner, our Crime Prevention Officer. Will try and get an Officer on 2nd shift, 3pm to 11pm. Any problems during the day you can call and ask for this Officer. He will be named at a later date. There is a section in the code regarding a “clear view” from the street. There are 4 places that have this problem. We will send a letter and Chris Bitner will meet with you and try to help you meet the requirements of the clear view. Those that are not in compliance by this Ordinance will have 6 months to bring in into compliance.

Chairman Bockler again, wants to stress the importance of the completeness of the applications. Try to do this on a timely basis; don’t wait until the last day of the month.

Q & A session:

Ron Burlingame/Pekin Boat Club – Do we have to attach a new site plan if there weren’t any changes to the old site plan where liquor sales are involved? There should be a site plan attached with the new application. Do we still attach the officers with the Criminal Background check of the Commander Larry Sayles? Some times changes yearly. Background check on the Commander only? Asked about the fee increase, went up from \$425 to \$500. All other license fees are the same. Having a Charity Event for Jim Timke, liquor at the club, do we need a Special Events Application? No Special Events application needed. State does not require it. Lower level is in site plan and included in Liquor sales. On application, it states location and description, put Pekin Boat Club description Mile 153, left descending bank. Do you want sections for the legals? Attorney Dancey was no, street address, island, and general description, etc. is needed.

Bob Adams/Dragon’s Dome – Submitted their site plan last year, they had softball fields and the Dome area on this site plan. Cilco gave them two different addresses, which he claims is only one address? Are they still under the Class A license as last year? Gillespie understands it to be two different liquor applications for the Dome and if you serve alcohol in the fields that is a separate location. Bob’s question is why is a separate location? That was the way it was written up when we drafted this Ordinance. Bob stated that he read the Revised Ord. a Class A can be served on or off the premises. Gillespie said it is two separate locations. Gillespie stated it was

just brought to his attention and he believes that Inspections has talked to Bob about that.

Mayor Howard stated that he talked to Mr. Adams and he told him that it would have to be the decision of this Commission. Howard sees some similarities of the Dome and Sunset Hills Golf Course where the liquor is actually sold in the Club House which is the premises, but under the Special Use of the Code, you allow it on the Golf Course proper the lengths and also the house between 12 and 16th. It is the recommendation of this Commission. Howard sees some correlation there, brought to his attention by other people, not the Dome people.

Eitenmiller sees it that he needs one license, it's his property, and it's like the Sunset Hill's Golf Course.

Allen stated he would like to review it and we have not taken the Golf Course into consideration yet.

Gillespie stated previously they talked about this and submitted the site plan and how it was being laid out, how to keep the alcohol out of the stands. Submit new site plan and we will review.

Bob Adams, claim the site plan was submitted and was accepted. This was done before the new Liquor Ordinance was accepted. Adams reads from the Liquor Ordinance. Adams has the draft Ord. on the Liquor Code, not the new one.

Burt Dancey discusses. Bockler, will review the application, discuss the legal and take action as quickly as we can. Submit two applications, then we can determine in our meetings if we can do with one application or two. Send us a letter of request, your opinion or your stance on this. Make sure all license applications have the current code. This was sent out in their liquor application packet.

Sue McMillan will print out a full size liquor Code.

Lorana Arris/Fiesta Ranchero – In case of a Corporation, need the names of all on Corporation, she can attach if more than 2.

Mayor said anyone can call the Office during the day to talk with Sue or Paula.

Steve Schroeder/Stokers – talked to Mayor on changes. Fee's for possible application for a Special Event that they are having at their place of business for fund raising or charity? Operating at your license and you are running your event inside. Only place now is at the River front. If you have a designated Beer Garden, you can make that part of the site plan. Not allowed any parking lot activity. Description of the Beer Garden is in the Liquor Ordinance. Schroeder concerned where he can have one, did not ask Zoning or Planning. Discussion followed on Beer Gardens and Zoning Codes. Decide where you would like it to be and then do a rough draft on

your site plan. When Commission makes a change on the rule, do you consider the outline outside City limits for rules and regulations? Bockler stated different communities were looked at when they were revising the Code. Pekin was looked at for what would be good for Pekin.

Chairman Bockler states that in the past that not-for-profit organizations, fundraising events restricted to the water front. New Code does allow for not-for-profit organizations to Court to Sabella on Capitol and 300 Block of Court Street, not just restricted to the River Front.

Mayor Howard stated the way the Code was written that 3 organizations can apply; Southside Business, Chamber of Commerce and Pekin Main Street. With the River Front Park being under construction and the Illinois River, there might be a chance of bad weather when holding your party. The City will refund all charges if you have a party and cannot because of the weather.

Brad Maloney/Baja Breeze formally - questions the parties held at the River Front. He held 3 events last year, 2 for Charities, did not make any money for all 3, not even the 2 Charities. All fee's paid out, the requirements, the licenses, state licenses, toilets, and security fee's they were not profitable. Bars used to have events in the parking lots where they could make a profit. You can not make a profit unless you are a Charity where you get everything for ½ price or donated. That has been taken away from the bars. He is asking the Commission to review that part of the Code and come up with some other situations so bars can do some events and promotions.

Howard is against outside parking lot events. Have had complaints on the loud noise. We can't allow outdoor music until 11pm at night. Commission might look down the road, if for Charity only; maybe there is a way. We have a Tourism Commission, enacted new By-Laws, they have set aside for events, and you may get some grant help there for your costs.

Bockler, take the facts and information, discuss them, come up with a recommendation and then pass that recommendation on to the Liquor Commissioner and certain issues to the Council. The Dome, amount of events that they plan on having, outside activities, the opportunities that are there for Tourism. Through next year the Code will be looked at, not clear, new recommendations to go to the Council for revisions to the Code.

Dick Prather/Pekin Moose – Beer Gardens, cement slab out back off of our Banquet Hall. People go out there and smoke, what happens when someone takes a beer out there? Is that considered a Beer Garden? Gillespie, will check the code and see if Clubs qualify for a Beer Garden. People that go out the Front Doors to smoke and take their beer/that would be in violation of the Liquor Code.

Bill Grimm/Nik's 4th Street Pub – Business for years, father of Nick Grimm. How many Liquor Licenses available? Anyone that wants to open a place and Felons can

open a Liquor establishment. Bockler asked that he put this in writing to the Commission and we can address and discuss this in our Liquor Commission meetings. It's a question of competition and how far do you regulate certain business environments.

Dancey, regulating for the purpose of helping someone business wise is clearly against the law. Discussion followed. More abuses than benefits. What was the difference in that time period where they did regulate liquor license and the period now. Not sure if the licenses have increased. Gillespie thought fewer licenses now than in the 70's.

Dan Randleman/Friends Tap, 200 Derby Street. Talked about Wal-Marts and Liquor sales. Too many liquor licenses available. Discussion followed. Does not see this in the Code regarding needing a State License before you can get a City License and have to have a City License before you can get a State License. Sort of a catch 22. Can a person come in under 21 years of age with a guardian, now it has been changed to legal guardian? Dancey, legal guardian is parent or the court appoints as legal guardian. Eitenmiller asked would that be considered a 21 year old husband and an 18 year old wife. Dancey, No, a spouse is not a legal guardian. The code states adequate Dram Shop insurance, what is adequate Dram Shop insurance for an establishment? An 18 year old spouse who is with a 21 year old spouse, they ARE NOT allowed to be in the bar.

Chairman Bockler stated that we will find many things that need to be clarified in the Code. Please put these request in writing and the Commission will look at these and talk about them in their meetings.

Mayor Howard states this is why we have the Liquor Commission, so all liquor establishments can bring their questions and concerns and to get them addressed. City is not going to touch limiting liquor licenses, too many law suits.

Allen, I would not like to see anymore bars in Pekin. He is locally owed, Real Estate is his competition, which is good for him, because competition makes you better, makes you stronger. Allen can not support limiting the number of liquor licenses. Under 21 have no business in a bar.

McCabe, if we were flooded with liquor licenses, the community would be telling us, we would hear about it from them.

Ron Burlingame/Pekin Boat Club –Attending the meetings, had to leave work an hour earlier, would like to see the meetings be held later. Meetings held 2nd and 4th Thursday at 4:00pm. Meetings will be published. We will conduct our meetings then have a question and answer session. We are a public open meeting.

Schroeder asked about the clear view, in the case he leases, he does not own. Is the City going to give assistance to a license holder to make these changes to get to

Code? The police department will work with you. The City will not help pay for these changes for you to get to comply with the Code.

Press: No questions from the Press.

Other Business:

Meetings for the month of April are the 21st and 28th at 4:00pm. Regular scheduled meetings will be set on the 2nd and 4th Thursday of the month at 4:00pm to be held in the West Conference Room.

Next meeting will be Thursday, April 21st, at 4:00pm to be held in the West Conference Room.

No further business, Chairman Bockler asked for a motion to adjourn; motion was then made by Gillespie, seconded by Allen to adjourn. Motion carried by voice vote.

Meeting adjourned at 5:20 P.M.

Respectfully submitted,
Paula Gensel, Secretary

LADD Meeting April 15, 2005 Minutes

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

Bob called the meeting to order at 3:30 pm. The minutes from the February 21st meeting were read and approved.

Financial Report: Ken went over the bank statements on the various accounts through April 14, 2005. A bill was received from Ron Matthews for chain and locks for the trash cans for the stilling basin. Peter presented a bill for the extra work required to resolve the IEPA issues. Ken made a motion to accept this extra, seconded by Joe and all voted aye. Ken will get everything together and get audit performed. The last audit was done in 2001. Ken has paid Oatman complete, has outstanding balance with Midwest, and will pay them off once reimbursement is received from the 319 Grant.

Dredging – Peter gave an update on the meeting with the IEPA and the measures that will be put in place to prevent future violations. These measures include but are not limited to installing a flocculent system, a curtain in front of the outlet structure, additional ditch checks in the discharge ditch, and regular outflow checks. In addition, during periods of high winds that cause turbulence in the pond, operations may have to be suspended and a stop log added to prevent flow out of the pond until the winds die down. Peter has also spoken with Dave Milam about seeding the retention site to comply. He will take care of this issue. Southwind has provided an hourly standby cost should this become necessary and have provided a cost to keep an excavator on site to remove sand. These were provided in a change order and based on the estimated time that the excavator will be required; the actual cost will be in the range of an additional \$10,000. Bob made a motion to accept the change order. Ken seconded the motion and all voted aye. Peter stated that dredging will resume around May 2nd and will order all the additional items needed to implement the pollution control plan to arrive at this time. The revised schedule is as follows:

1. Dredging Gingoteague Bay ----- May 2, 2005
2. Leveling & restoring 14th St access lot ---- June, 2005
3. Seeding retention area ----- April, 2005
4. Breaching of dikes ----- July, 2005
5. Readyng land for sale ----- Jan., 2007

Ditch from St. Clair Dr. – Dave Milam will be doing the seeding in the ditch area and should be starting this within a week as the weather is now warming up.

Stilling Basin – the area has been graded. LAHA has hired a person to maintain the basin and has the trash containers on site from the City.

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

Water well – The legal paperwork was signed by Bob to continue the process.

Watershed Plan – Peter stated that work on this portion of the project is now underway.

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

1. Seed all the way up the ditch & remove fallen tree ----- April, 2005
2. Watershed Plan & required reports ----- June 1, 2005
3. Shoreline stabilization decisions on how to proceed ----- June, 2005

Other Business:

1. Paul Cross is requesting the two lots he owns be merged into one and be subject to just one assessment. This has been turned over to the attorneys to verify whether or not this was done before the assessment. If not, he will owe for both lots.
2. It was noticed that a 4-wheeler had gone out on the pond and gotten stuck. There will be charges pressed against the owner for trespassing.
3. Rick Watkins called requesting that a log be removed immediately from his property that resulted from the dredging operation. Ron tried to work with the individual and will follow up with Bob.

Next meeting— May 19, 2005 -- 3:30pm.



City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Jones, Maddox, Massaglia and Richmond
City Manager: Denny Kief
City Clerk: Sue McMillan

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

SUBJECT: March Revenues and Cash

DATE: April 21, 2005

CASH RESERVES (Attachment I)

In March, the City borrowed \$1.12 million to purchase land for the expansion of Riverway Business Park. The purchase will not close until April 29. Consequently, we have an additional \$1.12 million in cash reserves

I have revised the format that this information is presented. I now group the funds involved in the General Operations of the City or subsidized by the General Fund (General, Solid Waste, Airport, Economic Development, Payroll Imprest and Special Assessments) together. This is now available in j: J:\MSX\10 YEAR COMPARISON\Ten Year - Monthly - March.XLS

As of March 31, 2005, adjusted for the \$1.12 million (the borrowing), the City had \$6.9 million in reserves for the General and related funds. This is \$1.6 million below a six month reserve of \$8.5 million, ½ the FY: 2006 budget. Overall reserves for the City's funds, excluding MFT, HUD and Insurance, and adjusted for the borrowing, were \$9.9 million, up from last years \$6.7 million.

REVENUES

The combined Sales and Use and Income taxes are expected to exceed last years revenue by \$900,000 and this years budget by \$600,000. The only sour note is that the state is currently running 4-6 weeks behind in paying the income tax monthly (approximately \$170,000 per month). On the flip side, the Telecommunications tax, the savior of last year is the unexpected weight this year, currently estimated to be \$350,000 less than last year and \$250,000 below budget.

EXPENDITURES

Overall expenses for the basic operations of the City, General Fund and Related (General, Solid Waste, TIF, Capital Projects, Airport and Economic Development) are running at 70% of budget through eleven months (92% of the budget year). Although some major expenses related to the demolition of the grain elevators, sewer repairs, the Riverway Business Park land purchase and the River Front, expenditures are expected to run below budget for the year, and overall should help increase our reserves at 4/30/05.

OUTLOOK

The Fed has again raised the prime to 5.75%. Since May 1, 2004, the prime has gone up 1.75% to the highest rate since October, 2001. Additionally, the inflation rate is running at 2.2% for the year. Indications are that both will continue to increase through December 31st.

Also attached is a summary of the FY: 2006 Budget with cash and Investments as of 3/31/05. This shows the net of revenues minus expenditures and cash. Note that while there is a surplus expected in Economic Development, we have a negative \$1.6 million cash balance to repay.

If you are unable to open the attachments, or have any questions, please contact my office via e-mail or calling 478-5382.

Respectfully,

cc: Department Heads
Tom Blanchard
Daryl Dagit

Attachment:


I:\MSX\BUDGET\FY
2006\Amended Net B

I:\MSW\COUNCIL\MIONTHLY REPORTS\FY2005\Mar 05.doc

#	FUND NAME	AS AMENDED	BUBBLE	NET BUDGET	Cash & Inv @ 3/31/05
100	General	(887,409)	484,682	(402,727)	9,734,853
223	Solid Waste	0		0	(1,675,822)
270	TIF	163,555		163,555	194,351
445	Capital Projects	(156,536)		(156,536)	1,171,919
525	Airport Economic	0		0	6,742
570	Development	321,575		321,575	(1,614,005)
700	Special Assessments	0		0	(2,562)
	General Related	<u>(558,815)</u>	<u>484,682</u>	<u>(74,133)</u>	<u>7,815,476</u>
500	City Bus	0		0	46,167
501	School Bus	141,685		141,685	417,591
699	VMF	0		0	(112,781)
	Transportation Related	<u>141,685</u>	<u>0</u>	<u>141,685</u>	<u>350,977</u>
231	Sewer	426,225		426,225	1,102,645
240	MFT	(198,562)		(198,562)	2,876,102
261	HUD	66,866		66,866	26,319
695	Insurance	29,835		29,835	1,469,711
	Other	<u>324,364</u>	<u>0</u>	<u>324,364</u>	<u>5,474,778</u>
	CITY of PEKIN	<u>(92,766)</u>	<u>484,682</u>	<u>391,916</u>	<u>13,641,231</u>
					=====
900	T/P-CCC	28		28	
924	Library	0		0	
941	Police Pension	1,003,497		1,003,497	
944	Fire Pension	1,073,240		1,073,240	
	ALL FUNDS	<u>1,983,999</u>	<u>484,682</u>	<u>2,468,681</u>	
		=====	=====	=====	

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISC.	RESIDENTIAL DEMOLITIONS		COMMERCIAL DEMOLITIONS		BUILDING DOLLARS	BLDG PERMITS	
JANUARY	2.00	\$419,750	2.00	\$21,520	2.00	\$265,000	3.00	\$835,000	4.00	\$554,000	6.00	\$109,000	1.00	\$12,000	0.00	0.00 #	0.00	\$2,216,270	20.00	
FEBRUARY	5.00	\$908,850	1.00	\$2,880	2.00	\$270,000	5.00	\$573,000	0.00	\$0	8.00	\$77,032	10.00	\$93,910	1.00	0.00	2.00	9,730.00	\$1,935,402	34.00
MARCH	11.00	\$2,168,250	4.00	\$36,980	0.00	\$0	4.00	\$1,546,000	4.00	\$15,000	9.00	\$72,408 #	25.00	\$84,604	0.00	0.00	0.00	0.00	\$3,923,242	57.00
APRIL	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
MAY	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
JUNE	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	
TOTAL 6 MO.	18.00	\$3,496,850	7.00	\$61,380	4.00	\$535,000	12.00	\$2,954,000	8.00	\$569,000	21.00	\$258,440	36.00	\$190,514	1.00	0.00	2.00	9,730.00	\$8,074,914	
JULY	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
AUGUST	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
SEPTEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	0.00	0.00
OCTOBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
NOVEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	0.00	0.00
DECEMBER	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
TOTAL 4 MO.	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	0.00	0.00	0.00	\$0	0.00
YEAR	18	\$3,496,850	7.00	\$61,380	4.00	\$535,000	12.00	\$2,954,000	8.00	\$569,000	21.00	\$258,440	36.00	\$190,514	1.00	0.00	2.00	9,730.00	\$8,074,914	111.00

WHEREAS, the Yellow Ribbon Rally in support of honoring our present and past serving soldiers; and

WHEREAS, the Yellow Ribbon Rally newly formed committee, which began with IRAQI Freedom in March of 2003; and

WHEREAS, the Yellow Ribbon Rally works together with Pekin Cares, P.A.T.S. and Military Moms in offering encouragement, support and community awareness; and

WHEREAS, the Yellow Ribbon Rally asks the public's assistance in showing support for our serving soldiers by displaying the American Flag and placing Yellow Ribbon Bows throughout neighborhoods; and

WHEREAS, the Yellow Ribbon Rally will continue their efforts of support and remain steadfast that Yellow Ribbons will be displayed until our soldiers are home.

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor of the City of Pekin, do hereby proclaim the week of April 24th thru April 30th, 2005, to be

"YELLOW RIBBON RALLY WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join me in remembering we are **"the home of the free because of the brave."**

ADOPTED, this 25th day of April, in the Year of Our Lord, Two Thousand and Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

***WHEREAS,** the Benevolent and Protective Order of Elks has designated the week of May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and*

***WHEREAS,** Pekin Lodge #1271 will sponsor an observance during that week in tribute to the junior citizens of this community; and*

***WHEREAS,** no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

***WHEREAS,** our Youth need the guidance, inspiration and encouragement which we alone can give in order to develop those qualities of character essential for future leadership; and go forth to serve America; and*

***WHEREAS,** to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;*

***NOW, THEREFORE, BE IT RESOLVED,** that I LYN HOWARD, Mayor of the City of Pekin, do hereby proclaim the week of May 1st - May 7th, 2005 to be*

"YOUTH WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance

***ADOPTED,** this 25th day of April, in the Year of Our Lord, Two Thousand and Five.*

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

VFW



VI.3.

VETERANS OF FOREIGN WARS OF THE U.S.
ROY L. KING POST NO. 1232
15665 VFW Road
Pekin, Illinois 61554

To: Pekin City Council

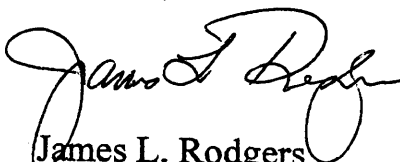
From: James L. Rodgers
Quartermaster, Roy L. King Post #1232
Veterans of Foreign Wars of the United States

Council Members,

The Roy L. King VFW Post 1232 is planning on holding its annual Buddy Poppy collections on Friday, May 20th and Saturday, May 21st, 2005. Collections are deposited into our Post Relief Fund and are dispensed to help needy veterans and their families. In the past our venues have been Krogers, Schnucks, County Market, and WalMart. Collection times are from 8:00 a.m. – 6:00 p.m. (depending on staffing, of course). The venues for this year shall remain the same as in the past, pending permission from each of the aforementioned establishments. Your permission as the municipal authority would be greatly appreciated.

Thank you for your consideration in this matter.

Sincerely,


James L. Rodgers
Quartermaster

VETERANS OF FOREIGN WARS OF THE UNITED STATES

VI.4.

Available After 10:00 a.m.
in the office of the
BID TABULATIONS City Clerk

JOB DESCRIPTION AND LOCATION:

HVAC MAINTENANCE OF MUNICIPAL BUILDINGS THREE YEAR CONTRACT 5/1/05-4/30/08

OPENING DATE: APRIL 22, 2005 WALK THROUGH APRIL 15, 2005

BID OPENING 10:00 A.M.

CONTRACTOR NAME	HOURLY CALL OUT RATE	BID ANNUAL COST	WALK THRU
PERFECT AIR CONDITIONING			X
XCELL MECHANICAL SYSTEMS			X
JOHNSON MECHANICAL SERVICE			X
ROBINSON PLUMBING			X
CENTRAL HEATING & A/C			X
ENTEC SERVICE			X
SAMS HEATING & AIR CONDITIONING			X

ESTIMATE: \$

ESTIMATED BY Greg Ranney

RESOLUTION No. 102-04/05

PEKIN, ILLINOIS, April 25, 2005, 19

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's re-appointment of Hal Watkins to the Police Pension Board for a term until
the second Tuesday in May, 2007 is hereby accepted and approved.

3950 IL RT 29

Pekin, IL 61554

348-3072 (work)

SIGNED BY

MAYOR.

PEKIN POLICE PENSION

April 18, 2005

To: Mayor Lyn Howard

Re: Pension Board Appointment

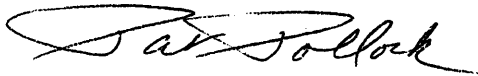
Dear Mayor Howard,

The term of Hal Watkins as a mayor appointed position on the Pekin Police Pension Board will expire the second Tuesday in May, 2005. Mr. Watkins has expressed the desire to be reappointed for another term that will run from the second Tuesday in May, 2005 to the second Tuesday in May, 2007.

If you are in agreement with Mr. Watkins' reappointment, kindly place it on the agenda for the meeting of April 25th, 2005.

Thank you for your consideration of this matter.

Sincerely,

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

Pat Pollock
Pension Clerk

VI.6.

Pekin Planning Commission Minutes
April 13, 2005

Present:

Sue Ramirez
Michele Holder, Chairman
Ralph Brower
Doug Payne
Bob Schroeder
Ron Knautz
Jim Bradshaw
Dick Jost

Absent:

Don Hild

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Michelle Holder led the Pledge of Allegiance.

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

Chairman Michelle Holder asked for approval of the agenda.

Chairman Michelle Holder stated that there was a change in the Agenda due to the withdrawal by the petitioner of Application #3. Requested that it be struck from the Agenda.

MOTION by Bob Schroeder seconded by Dick Jost to approve the amended agenda. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

Chairman Michelle Holder asked for approval of the minutes.

Ralph Brower asked for a correction of Hearing #1 & #4 to state that the Chairman is Dick Jost and not Ralph Brower.

MOTION by Ralph Brower, seconded by Bob Schroeder that the minutes be changed for the March 9, 2005 meeting as stated. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

MOTION by Ralph Brower, seconded by Ron Knautz that the minutes be approved as amended for the March 9, 2005 meeting. On roll call vote, all present voted **AYE. MOTION APPROVED.**

PPC Correspondence: No Correspondence

City Council Action Report: Pekin City Council approved the submitted recommendation for the following Hearings:

#1653 & 1654, Special Use for a Drive up for property with Tax I.D. #11-11-07-102-016 located at 1470 Valle Vista Blvd for Banking Services.

#1657 & 1658, To deny Special Use for a Roadside Stand in the Northwest Corner of the parking lot of County Market with Tax I.D. #04-10-01-400-001 located at 2111 Court Street because it does not meet the requirements of a drive thru.

#1659, The approval to assign Zone for Tracts 1-7 in Hollis Township, Peoria County from County (AG) to City of Pekin I-1 (Light Industrial District) pending Annexation.

#1660, The approval to amend the Zoning Ordinance 9-10-4-C, Uses not Included in a Specific District, of the City of Pekin, to include Water Theme parks, Equestrian parks, Marine parks and Amusement parks.

#1661, The approval to amend the I-1 (Light Industrial District) Zoning Ordinance 9-7A-3, Special Uses, City of Pekin, to include all special uses as permitted Under the Agricultural District (AG).

#1662, the approval to amend the I-1 (Light Industrial District) Zoning Ordinance 9-7A-2 of the Code of the City of Pekin to add as a principle use in an I-1 (Light Industrial District) the following, all principle uses as permitted under the Agricultural District screening requirements for Abutting Residential, Office and Business Zones shall not apply to such uses.

#1663, the approval to amend Zoning Ordinance 9-10B which is off street parking and loading in the City of Pekin by adding Paragraph 3, The Authority to enforce the provisions of Off-Street Parking and Loading shall be the joint responsibility of the City of Pekin Inspections Department and the City of Pekin Police Department.

#1654 & 1655, There was no action taken on the request for rezoning of property with Tax I.D. #04-04-35-342-001, 002 & 003 located at 801 Hamilton Street from R-4 (One Family Residential) to B-3 (General Business District) be tabled until clarification and proper layering is advertised for the April meeting at no charge to the proprietor.

Applications and Hearings:

Application #1: Merville J Holverson & Agnes L Cash,
Owners
Dave Osborn, Proprietor

Hearing #1: Rezoning of property with Tax I.D.
#04-04-35-342-001, 002, 003 with the
description of Lots 4, 5, & 6 from R-4
(One Family Residential) to B-1
(General Business District) and Tax
I.D. #04-04-35-342-005 with description
of Lot 3 from R-4 (One Family
Residential) to OS-1 (Office Service
District) in Campbell, Durley &
Newhall's Addition located at 801
Hamilton Street.

Open Public Hearing: 6:40PM

Dave Osborn was present to answer questions.
He was concerned with the B-1 zoning.
Wanted to know if he needs a Special Use to
continue his business as is.

Close Public Hearing: 6:42PM

Dick Jost stated the subcommittee recommended rezoning
on Lots 4, 5 & 6 be B-1, Lot 3 OS-1 and Lots 1 & 2
remain residential.

MOTION by Bob Schroeder, seconded by Dick Jost to recommend approval for Rezoning of property from R-4 to B-1 and from R-4 to OS-1 to the Pekin City Council On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Ron Knautz stated the subcommittee had some concerns regarding the Site Plan, there is a Canopy over doors, concerns are with the entrance off of Hamilton, it is felt the building should be flipped, the door on the East is not shown on the plan.

Dave Osborn responded to the concerns. The purpose of the entrance on Hamilton is to create a flow to prevent turn around with the work vehicles. A preference not to flip the building is due to the visibility of Internet Café off of 8th Street.

MOTION by Ron Knautz, seconded by Jim Bradshaw to recommend approval of the Site Plan with the stipulation that an appropriate Site Plan be presented, showing the Canopy, sidewalk, entry doors and garage door opening, subject to these conditions and approval by Ron Sieh and Joe Wuellner. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Michelle Holder recommended the petitioner attend the City Council meeting on April 25, 2005 at 5:30PM in the Council Chambers, petitioner is expected to have the revised Site Plan at that point so the Council has the corrected Site Plan to review as the Planning Commission is only a recommending body.

Applications and Hearings:

Application #2: Linda King, Owner

Hearing #2: Rezoning of property with Tax I.D. #04-10-02-317-016 and description of Lot 12, Block 2 in Tudor Village Second Addition located at 1211 S. 9th Street from B-3 (General Business District) to OS-1 (Office Service District).

Open Public Hearing: 7:07PM

There was no representation for the petitioner. Marian P Drake of 1212 S 9th. She stated her concern that there could be a business at this property. Ron Sieh responded the petitioner was requesting this change to sell her home.

Close Public Hearing: 7:12PM

Dick Jost stated the committee recommended to approve the rezoning from B-3 to OS-1.

MOTION by Ron Knautz, seconded by Bob Schroeder to recommend the request for rezoning be approved by the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

General Business:

Planning Commission Policy Statement regarding a Professional Planner.

Jim Bradshaw asked what was being asked of the Commission. Discussion was held that when a Planner is needed the Commission always consults Tri-County Regional Planning.

Jim Bradshaw proposed a Resolution that the Pekin Planning Commission as a whole feels that there is not a necessity for a Fulltime Professional Planner as the Commission already has access to planning aid from the Tri-County Planning Commission as needed; it would be an inappropriate expense to employ a Fulltime Professional Planner.

MOTION by Bob Schroeder, seconded by Dick Jost to recommend the proposed resolution be approved by the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Informal:

New Star Buffet, Inc located at 2307 Court, Site Plan Review for a Liquor Establishment. Site Plan was reviewed.

MOTION by Ron Knautz, seconded by Jim Bradshaw to adjourn the meeting.

Meeting adjourned at 7:40pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
April 13, 2005

HEARING #1664

The Pekin Planning Commission recommends the approval of Rezoning of property with Tax I.D. #04-04-35-342 001, 002, 003 with the description of Lots 4, 5, & 6 from R-4 (One Family Residential) to B-1 (General Business District) and Tax I.D. #04-04-35-342-005 with description of Lot 3 from R-4 (One Family Residential) to OS-1 (Office Service District) in Campbell, Durley & Newhall's Addition located at 801 Hamilton Street to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
April 13, 2004

HEARING #1665

The Pekin Planning Commission recommends the approval of the Site Plan for 801 Hamilton with the stipulation that an appropriate Site Plan be presented, showing the Canopy, sidewalk, entry doors and garage door opening, subject to these conditions and approval by Ron Sieh and Joe Wuellner to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
April 13, 2005

HEARING #1666

The Pekin Planning Commission recommends the approval of Rezoning of property with Tax I.D. #04-10-02-317-016 and description of Lot 12, Block 2 in Tudor Village Second Addition located at 1211 S. 9th Street from B-3 (General Business District) to OS-1 (Office Service District) to the City Pekin Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
April 13, 2005

HEARING #1667

The Pekin Planning Commission recommends the approval of the Site Plan for Rezoning of property with Tax I.D. #04-10-02-317-016 and description of Lot 12, Block 2 in Tudor Village Second Addition located at 1211 S. 9th Street from B-3 (General Business District) to OS-1 (Office Service District) to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
April 13, 2005

RECOMMENDATION

The Pekin Planning Commission recommends as a whole the approval of the proposed Resolution that there is not a necessity for a Fulltime Professional Planner as the Commission already has access to planning aid from the Tri-County Planning Commission as needed; it would be an inappropriate expense to employ a Fulltime Professional Planner to the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

**SAFETY
AWARD**

City of Pekin

**The City of Pekin Safety Committee Presents
This Award To:**

Lisa Neff

**For his safety suggestion submitted
In the month of March, 2005**

Signature

Date



VII.

ORDINANCE NO. 1568-A-153

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

WHEREAS, Linda King is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and have heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from the current zoning of B-3 (General Business District) to OS-1 (Office Service District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on March 23, 2005, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on April 13, 2005, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as OS-1 (Office Service District):

Lot 12 in Block 2 of Tudor Village Second Addition to the City of Pekin, situated in Tazewell County, Illinois
PIN 04-10-02-317-016

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

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

AYES:

NAYS:

ABSENT:

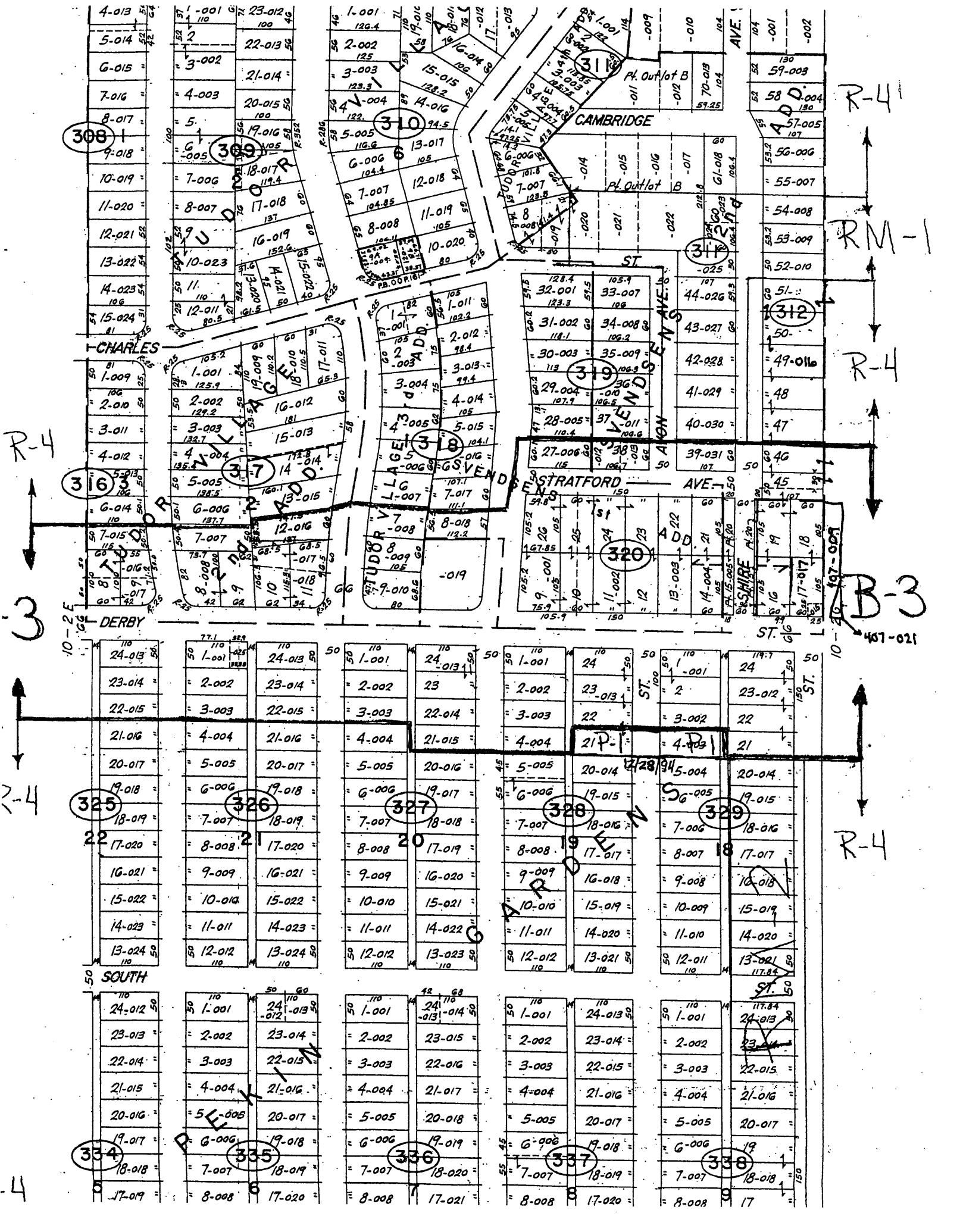
ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK



ry # 81665
PBC
March 14, 2005

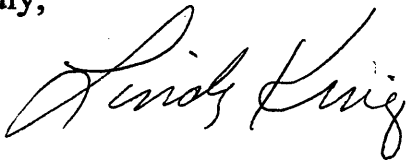
City of Pekin
Planning & Development

Re: 1211 S. 9th
Pekin, IL 61554
#04-10-02-317-016

I, Linda King, the owner of 1211 S. 9th request that my property at 1211 S. 9th be rezoned from its present zoning of B3. Currently, I have my house listed with Coldwell Banker for \$59,900. I have had buyers who have wanted to purchase my home using FHA/VA financing. However, the guidelines for those programs do not permit a residential property with a B3(commercial) zoning. Almost all programs require that a residential property have the ability to be rebuilt. With commercial zoning, any residential property which is destroyed more than 60%, can not be guaranteed the opportunity to be rebuilt. This zoning is impeding my ability to sell my home. Therefore, I request that the present zoning be changed.

Zone To OS-1

Yours truly,



Linda King
1026 S.E. Third Street
Cape Coral, Florida 33990
(239) 458-9119

2

****PLEASE DO NOT PUBLISH****Exempt under 35 ILCS
200/31-45 ().

Date _____

SignatureCounty Tax Paid In
Half Amount As State Tax200000011500
Filed for Record in
Tazewell County, IL
ROBERT LUTZ
On 06-08-2000 At 02:10 PM.
EXECUTORS D 84.00

0 4 5 4 3 2

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
★★★
DEPT. OF REVENUE
JUN-8'00
PB 10774
46.00

Q A T G

EXECUTOR'S DEED

Mabel K. Muller and Della P. Kelly, Co-executors of the will of Jennie F. Ingersoll, deceased, as **Grantors**, and Linda L. King, as **Grantee**,

WHEREAS, Jennie F. Ingersoll, deceased, resided in the County of Tazewell and State of Illinois, and died leaving a Will which was duly admitted to probate in the Circuit Court of Tazewell County, Illinois, in Case No. 00-P-94 by the Circuit Court of said County; and

WHEREAS, Letters of Office were duly issued to the Co-executors by said Court on March 13, 2000, and are now in full force and effect; and,

WHEREAS, the said Grantors were duly empowered by the terms of said Will to sell the real estate described hereinafter, at public or private sale, upon such terms and conditions as said Co-Executors should deem best; and,

WHEREAS, said real estate has been sold to said Grantee for the sum of Forty-six Thousand and no/100ths Dollars (\$46,000.00); and,

WHEREAS, Grantors have filed in said Court Special Bonds for the Sale of Real Estate in twice the amount of said purchase price, which Special Bonds have been approved by order of said Court;

NOW THEREFORE, in consideration of the said sum, the receipt whereof is hereby acknowledged, the **Grantors**, Mabel K. Muller and Della P. Kelly, as Co-executors of the Will of Jennie F. Ingersoll, deceased, hereby **grant, sell and convey** to Linda L. King all the right, title and interest of said decedent and all of the right, title and interest, they, as such Co-executors, have in the following described real estate:

Lot 12 in Block 2 in TUDOR VILLAGE SECOND ADDITION to the City of Pekin, EXCEPT THAT PART DESCRIBED AS FOLLOWS: Starting at the Northeast corner of Lot 11 in Block 2, thence in a Westerly direction to a point on the West line of Lot 12, a distance of 12 feet from the Northwest corner of Lot 10; thence in a Southerly direction 12 feet along the West line of Lot 12 to the Northwest corner of Lot 10; thence along the Northerly lines of Lots 10 and 11 to the place of beginning,

Instrument
200000011500

situated in the County of Tazewell, and State of Illinois.

Property Tax I.D.#: 04-10-02-317-016

Subject to the second installment of real estate taxes for the year 1999 and all subsequent years and all easements and restrictions of record.

Subject to a utility easement, provisions and conditions as set forth on Plat of TUDOR VILLAGE SECOND ADDITION, recorded in Plat Book "L" page 231, Tazewell County Records.

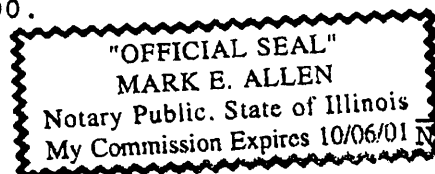
IN WITNESS WHEREOF, the said Grantors, as such Co-executors, have hereunto set their hands and seals, this 8th day of June, 2000.Mabel K. Muller
Mabel K. Muller, Co-executor of the Will of Jennie F. Ingersoll, deceasedDella P. Kelly
Della P. Kelly, Co-executor of the Will of Jennie F. Ingersoll, deceased

STATE OF ILLINOIS)

) SS.

COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mabel K. Muller and Della P. Kelly, Co-executors of the Will of Jennie F. Ingersoll, deceased, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of June, A.D. 2000.Mark E. Allen
Notary Public

Prepared by:

Mark E. Allen
Culbertson, Culbertson
& Allen Law Firm
306 Locust, P.O. Box
200
Delavan, IL 61734

This instrument should
be returned to :

Mark E. Allen
Culbertson, Culbertson
& Allen
306 Locust Street, P.O.
Box 200
Delavan, IL 61734

Mail tax statement to:

Linda L. King
1211 South Ninth
Pekin, IL 61554

ORDINANCE NO. 1568-A-154

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

WHEREAS, MERVILE J. HOLVERSON and AGNES L. CASH are the owners of the parcels herein described, hereinafter referred to as "Petitioner", and have heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that Lots 4, 5 and 6 hereinafter described be rezoned from the current zoning of R-4 (One Family Residential District) to B-1 (General Business District); and

WHEREAS, the Petitioner has requested that Lot 3 hereinafter described be rezoned from the current zoning of R-4 (One Family Residential District) to OS-1 (Office Service District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on March 23, 2005, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on April 13, 2005, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as B-1 (General Business District):

Lots 4, 5 & 6 in Block 1 of Campbell, Durley &
Newhall's
Addition to the
City of Pekin,
situated in
Tazewell
County,
Illinois

PIN 04-04-35-342-001, 04-04-35-342-002 and 04-04-35-342-003

2. That the following described property is hereby zoned as OS-1 (Office Service District):

Lot 3 in Block 1 of Campbell, Durley & Newhall's Addition
to the City of Pekin, situated in
Tazewell County, Illinois

PIN 04-04-35-342-005

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

4-35E

5	55.5	60	7-007	6-001
01	60	60	8-008	5-002
02	70	68	9-009	4-003
03	50	52	10-010	3-004
04	70	50	11-011	2-005
05	70	60	12-012	1-006
06	60	60	13-013	0-007

7325	10	
STATE	6	6-001
	7-006	
	8-007	5-002
	9-008	4-003
	10-009	3-004
	11-010	2-005
	12-011	1-006

55.5	7-007	6-001
8-008	5-002	
9-009	4-003	
10-013	3-004	
11-012	2-005	
12-006		

55.5	67-007	6-001	60
63	8-008	5-002	
65	9-009	4-003	
65	10-010	3-004	
50	11-011	2-005	
50	12-012	1-006	

WILLOW

001	008	7-001
003	9-009	6-002
004	10-010	5-003
005	11-011	4-004
006	12-012	3-005
007	13-013	2-006
008	14-014	1-007

8-008	7-001
9-009	6-002
10-010	5-003
11-011	4-004
12-012	3-005
13-013	2-006
14-014	1-007

8 1-008 9	7-001
10-009	6-002
11-010	5-003
12-011	4-004
13-012	3-005
14-013	2-006
	1-007

8-008	7-001
9-009	6-002
10-010	5-003
11-011	4-004
12-012	3-005
13-013	2-006
14-014	1-007

09		7-001	00
08		6-002	
07		5-003	
06		4-004	
05		3-005	80
04		2-006	011
03		134.25	98
02		2-007	006
01		1-008	009
00		97.5	75

09	N	3	N	N	N	N	N
----	---	---	---	---	---	---	---

001	7-007	6-001
002	8-008	5-002
003	9-009	4-003
004	10-010	3-004
005	11-011	2-005
006	12-012	1-006

7-005	6-001
8-007	5-002
9-008	4-003
10-009	3
11-010	2-004

	7-007	6-001
8-008		5-002
9-009	(550)	4-003
10-010		3-004

07-009	A 7-009 40 -009 48 C B-002 2763 C 7-00: 1072
08-010	
09-011	4 -004 (347) A
10-012	3-005
11-013	2'-006
12-014	-008 100-

[illegible]

80.2	50	50	60	"	60
------	----	----	----	---	----

4-35G

五

九
一
五

2000
01



173 Sapp Street
Pekin, Illinois 61554
Peoria (309) 680-5309 • Pekin (309) 347-5309
Fax (309) 347-6140

I the undersigned have been shown the new project proposed for the 801 Hamilton street address. (sw ¼ sec 35 twp 25 N R 5 w 3rd PM) for the purpose of heating and cooling, plumbing, computers, accounting, and internet. I have no objections to the proposed changed to tear down the existing structures, move the house and construct a parking lot and build a new commercial structure.

I also have no objections to changing the zoning of lot 4,5,6 to B3 from R4 and a buffer zone of OS-1 on lot 3 from R4 to separate the commercial from the residential.

Lot 6 Address _____ Date _____

Print Name _____ Sign Name _____

Lot 5 Address _____ Date _____

Print Name _____ Sign Name _____

Lot 4 Address 808 HAMILTON Date 2-28-05

Print Name Richard A. McLean Sign Name Richard A. McLean

Lot 3 Address 812 HAMILTON ST. Date 3-9-05

Print Name Michael R. Rigdon Sign Name Michael R. Rigdon

Lot 2 Address 824 HAMILTON ST Date 2-24-05

Print Name Ronald W. Wilson Sign Name Ronald W. Wilson

Lot 1 Address 823 Hamilton St. Date 2-25-05

Print Name Ellen K. Hill Sign Name Ellen K. Hill

Lot 1 Address 826 HAMILTON Date 2-25-05

Print Name MARY IBBOTSON Sign Name Mary Ibbotson

Lot 2 Block 1 Address 819 Hamilton Date 3/3/05

Print Name Paul Gibbs Sign Name Paul Gibbs

February 15, 2005

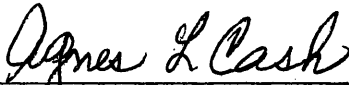
Zoning Department
City of Pekin
Pekin, Il 61554

Re: 801 Hamilton St., Pekin, Il

The undersigned Sellers, Agnes L. Cash and Merville J. Holverson, state that they are the owners of Bloompott Florist, 801 Hamilton St., Pekin, Il.

We further state that we have no objection to the zoning being changed to B-3 General Business, or whatever zoning the City requires to complete the sale of our property.

Sincerely,


Agnes L. Cash


Merville J. Holverson

ZONING & INSPECTIONS DEPARTMENT
CITY OF PEKIN
111 S CAPITOL STREET
PEKIN, ILLINOIS 61554

RECEIPT: 793002301
DATE: 2/15/05
REFERENCE: 11402

RECEIVED FROM:

TROUBLE FREE PLUMBING INC

173 SAPP STREET PEKIN

AMOUNT PAID:

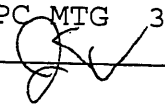
85.00 SPECIAL USE PERMIT

100-793-4-257.00

85.00

REZONING OF PROPERTY AT 801 HAMILTON

PPC MTG 3/9/05 COUNCIL CHAMBERS 6:30PM

RECEIVED BY: 

R-4

04-04-35-342-001

CDN

Phillip L Coffrin

347-5944



Heating, Cooling and Plumbing
173 Sapp Street Pekin • Illinois 61554
Peoria (309) 680-5309 • Pekin (309) 347-5309
Fax (309) 347-6140
IL. LIC.# 055-022404

The following is the proposal of Trouble Free Plumbing Inc. intentions of the property located at 801 Hamilton St.

1. Tear down all buildings located on the above property with the exception of the brick home located on lot #6
2. Move house currently located on lot #6 to lot #3
3. Turn lot #6 and approximately 16 feet of lot #5 into parking lot to accommodate approximately 32 parking spots 172 feet wide by 73 feet deep
4. Turn the remainder of lot #5 and lot #4 into commercial building approximately 172 feet wide by 72 feet deep into Hvac, plumbing, computer center

200200034413
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
11-14-2002 At 02:27 pm.
QC DEED 18.00

3

H. Lutz

**PLEASE DO NOT
PUBLISH**

QUIT CLAIM DEED

The Grantors, AGNES L. CASH and MERVILLE J. HOLVERSON, each of the City of Pekin in the County of Tazewell and State of Illinois, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, CONVEY and QUIT CLAIM to BLOOMPOTT FLORIST AND GREENHOUSE, a partnership consisting solely of the Grantors, all their interest in the following described real estate:

Lots 3, 4, 5 and 6 in Block 1 in CAMPBELL, DURLEY AND NEWHALL'S
ADDITION to the City of Pekin, Tazewell County, Illinois.

P.I.N.: 04-04-35-342-005 (Lot 3)
04-04-35-342-003 (Lot 4)
04-04-35-342-002 (Lot 5)
04-04-35-342-001 (Lot 6)

The conveyance herein shall include all after-acquired title of the Grantors in the premises.

Grantors do each covenant and warrant that no person within the group consisting of the Grantors, the spouses (if any) of Grantors, and the descendants of Grantors is occupying or intending to occupy the premises as a residence, and that no such person has an estate of homestead therein. Grantors do each covenant and warrant that the premises is not homestead property subject to the Homestead Exemption Laws of the State of Illinois.

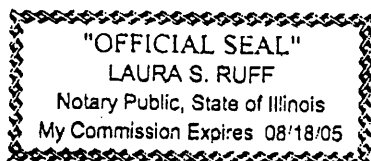
This Deed is signed and delivered to confirm that the above-described real estate is partnership property.

(This transfer is exempt from the Real Estate Transfer Tax Law pursuant to Section 31-45(e).)

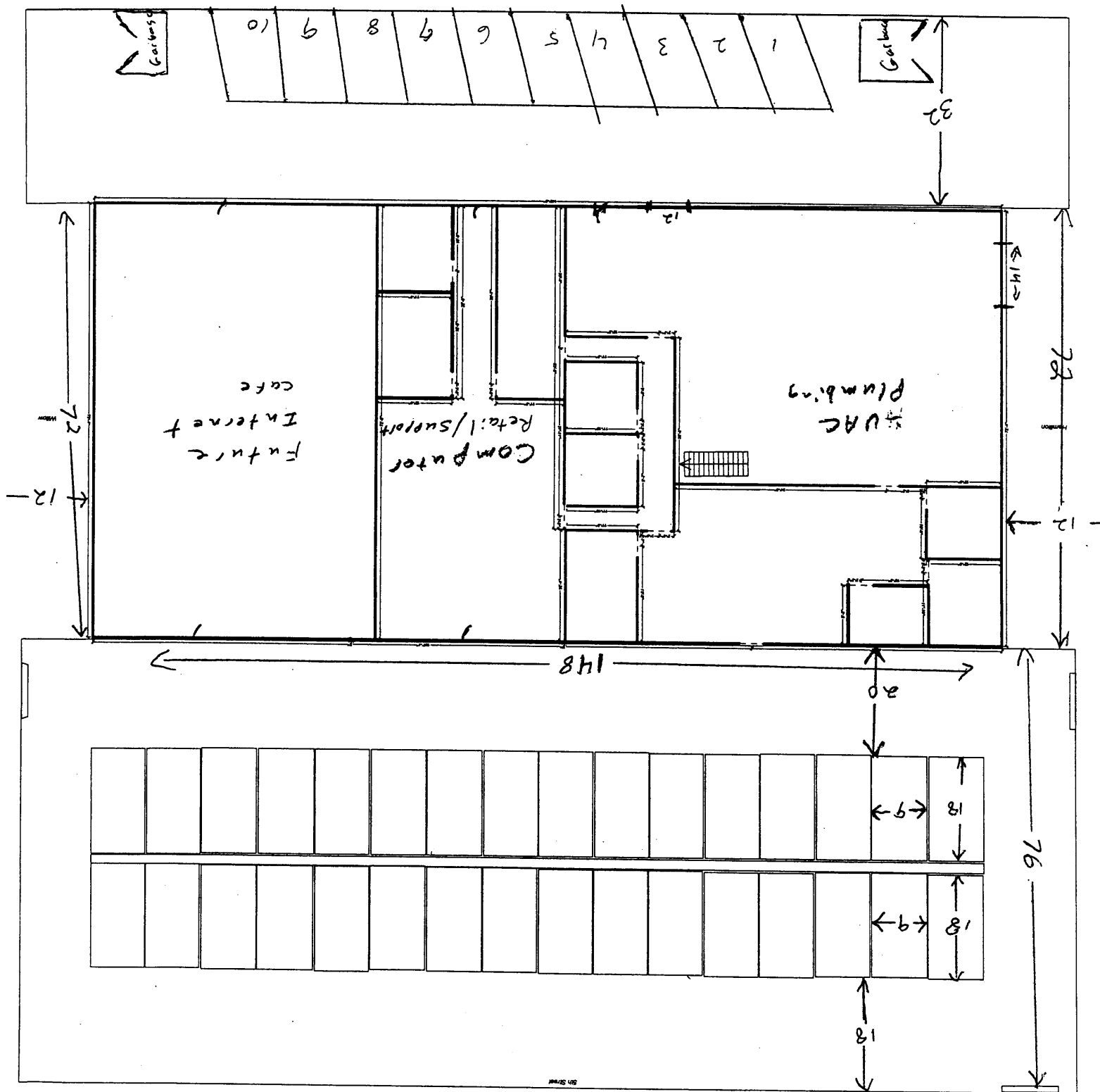
Said premises situated in the County of Tazewell, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Instrument
200200034413Dated this 14th day of November, A.D. 2002, at 9:30 A.M.Agnes L. Cash
AGNES L. CASHMerville J. Holverson
MERVILLE J. HOLVERSONSTATE OF ILLINOIS)
)
COUNTY OF TAZEWELL) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT AGNES L. CASH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 14TH day of November, A.D. 2002.Laura S. Ruff
NOTARY PUBLICCommission expires: 8/18/05

AMENDED



Instrument
200200034413

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MERVILLE J. HOLVERSON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 14TH day of November, A.D. 2002.



Laura S. Ruff
NOTARY PUBLIC

Commission expires: 8/18/05

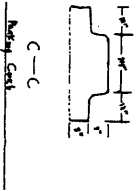
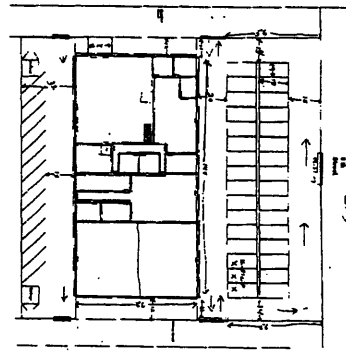
MAIL TAX STATEMENT TO:

AGNES L. CASH
1423 West Shore Drive
Pekin, IL 61554

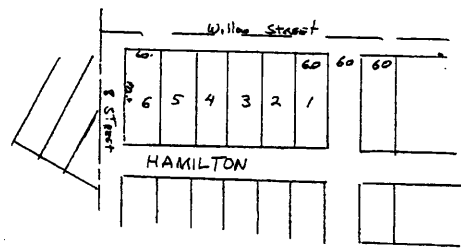
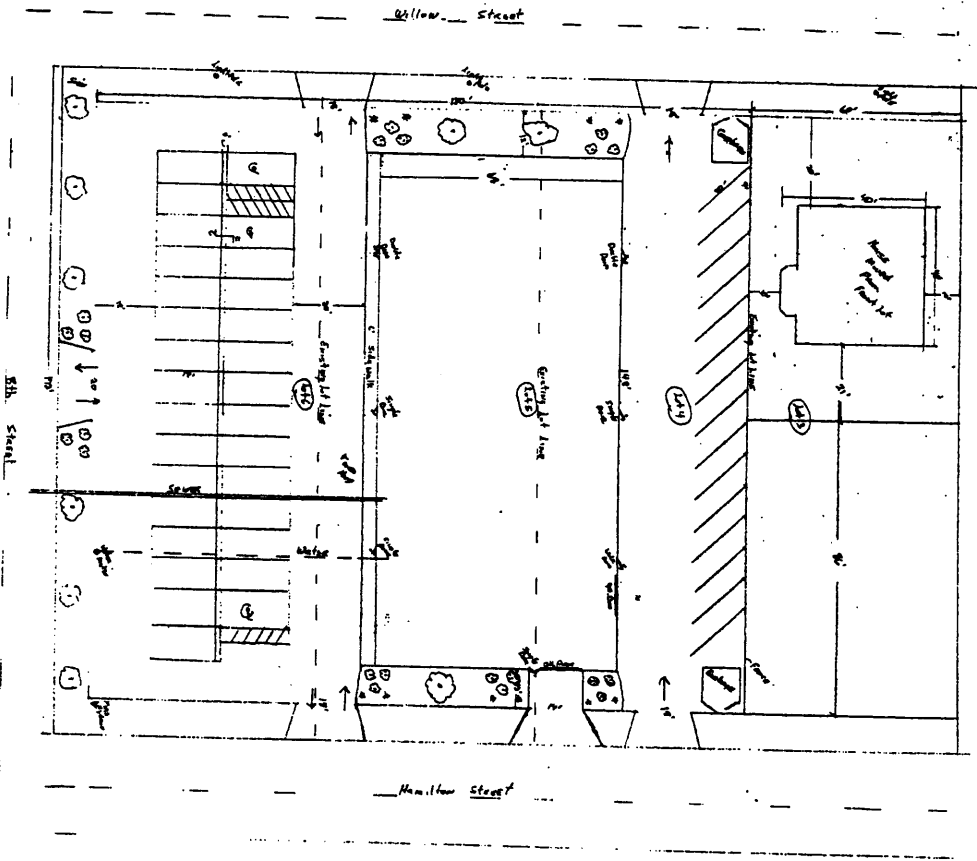
n:gene/03558/deed4

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

Eugene C. Kepple
Attorney at Law
342 Elizabeth Street, P. O. Box 1068
Pekin, Illinois 61555-1068



Scale



Revised Survey of 1958 by
Department of Public Works
Department of Public Works

Survey of Hamilton Street - 1958

Town of Hamilton	
Address: 101 Hamilton St.	Phone: 534
City: Hamilton	County: Hamilton
Cassell, Douglas Hamilton Addition	
300 to 310 25' to 26' 5" from	

ORDINANCE NO. 2425**AN ORDINANCE AMENDING TITLE 7, CHAPTER 1,
ARTICLES A AND B OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING THE BUILDING CODE**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding the City's Building Code.

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

1. That Title 7, Chapter 1A, Section 2 be amended by inserting the following before paragraph "Section 3410.2: Insert: April 25, 1963":

Exception to Sections 3102.4 and 3102.5: An exception to the height and area limitations established in these section was granted to Dragon's Dome LLC on August 30, 2004 by the City Council's approval of Resolution 75. This exception allows them to erect an air-supported structure in excess of the limits set out in the IBC contingent on the installation of a fire suppression system within six (6) months of the permit date of issue. Pursuant to a request from the Dragon's Dome LLC, approved by the City Council on February 28, 2005, the requirement for completion of installation of a fire suppression system was extended until May 1, 2005. The size of the structure to be 76,000 square feet with a height of 70 feet.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2004; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

Dragon's Dome



Where We Play Everyday!

February 1, 2005

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

Dear Mayor Howard:

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

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

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

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

Robert J. Adams
President

RESOLUTION NO. 95-04/05

RESOLUTION RESPECTING
CODE EXCEPTIONS FOR DRAGON'S DOME

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this 28th day of February, 2005; and upon roll call was as follows:

AYES: Jones, Richmond, Massaglia, and Howard

NAYS: None

VIII. 5.

McMillan, Sue

From: Kief, Denny
Sent: Tuesday, January 25, 2005 8:54 AM
To: Commissioners
Cc: Wuellner, Joe; Uhlig, Kim; Sieh, Ron; Reis, Bob; McMillan, Sue
Subject: TCRPC PROPOSAL FOR PLANNING SERVICES

The attached information (TCRPC proposal) is a follow-up to Commissioner Jone's request last night regarding the need for professional planning expertise.

Pekin is somewhat unique for our size in not having a Planner on staff. Smaller communities like East Peoria even have in-house planners. Up until about 10 years ago, Pekin contracted with Planning Firms (first Vilcan-Leman [Detroit] the PGAV [St. Louis]) for that expertise. When the economy slipped, that service was eliminated. The need for that planning expertise exists now more than ever.

Commissioner Jones suggested that I contact TCRPC since they provide Tazewell County and others with planning expertise. They could provide technical expertise to both the Planning Commission and the Board of Appeals.

Attached is the Draft proposal that TCRPC has submitted. With this being requested to be put on the 2/14 City Council agenda, I would like your comments as soon as possible. After receiving those comments I would like to set up a meeting between TCRPC and Joe, Kim, Ron and me. It is up to Joe and Ron but they may also want to include at least the chairman of the Planning Commission.

Bob, please include \$15,000 in the FY 2006 budget for these Professional Planning Services.

AGREEMENT

This Agreement is made this 14th day of February 14, 2005 by and between The City of Pekin, an Illinois municipal corporation (the City) and the Tri-County Regional Planning Commission (TCRPC).

WHEREAS, the City desires to obtain Planning and Zoning Expertise; and

WHEREAS, TCRPC performs Planning and Zoning duties for other area communities and counties. and

WHEREAS, the City and TCRPC have worked closely together on previous related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TCRPC shall provide the services outlined on Exhibit A dated January 24, 2005
2. The scope described in Exhibit A can be changed if mutually agreed upon, but the number of manhours remains unchanged..
3. The City shall pay TCRPC an amount to not exceed \$15,000 for the period of March 1, 2005 to February 28, 2006.

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN, a Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

TRI-COUNTY REGIONAL PLANNING COMMISSION

Its Executive Director

EXHIBIT A
PROPOSAL FOR SERVICES
THE CITY OF PEKIN, 1/24/05

Planning and Zoning Services

Task 1: Plat and Zoning Case Reviews

TCRPC will review subdivision plats, layouts and Zoning Cases, and submit formal recommendations regarding such, and attend monthly Planning Committee, Plat Review Committee, and Zoning Board meetings as requested.

Estimated Fee for Task 1, 144 hours @ \$50 per hour = \$7,200

Task 2: Comprehensive Plan Revisions and General Ongoing Land Use Analysis

Assist the City of Pekin, and the Planning Commission or other city body, with general land use analysis on an as-needed basis. Identify sections of the Comprehensive Plan that need to be updated, and create amendments and small area plans accordingly.

Estimated Fee for Task 2, 72 hours @ \$50 per hour = \$3,600

Task 3: Zoning Code and Subdivision Ordinance Updates

TCRPC will provide recommendations to update the Zoning Code and Subdivision Ordinance as necessary or at the request of the City of Pekin.

Estimated Fee for Task 3, 48 hours @ \$50 per hour = \$2,400

Task 4: Meeting Attendance

TCRPC will attend City Council meetings, Zoning Board meetings, or other City meetings and/or events as requested by the City of Pekin.

Estimated Fee for Task 4, 36 hours @ \$50 per hour = \$1,800

Estimated Annual Task Cost	
Task 1	\$7,200
Task 2	\$3,600
Task 3	\$2,400
Task 4	\$1,800
Total	\$15,000

Planning Services would be billed on a retainer of \$1000/month, with a not-to-exceed work limit of 20 work hours per calendar month (which equals a \$12,000/240 hour base annual contract). Any additional work hours would be completed at the direction of the City of Pekin, and charged at \$50/hr.

VIII. 6.

REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS

Ord. No. 2426

May 31, 2005

Office of the Governor
Bureau of the Budget
603 Stratton Building
Springfield, Illinois 62706

ATTENTION: Mr. Aaron Cook

Re: City of Pekin
Total 2005 Volume Cap Allocation: \$2,655,200.00

Volume Cap allocations, granted, transferred, or reserved by Issuer resolution prior to May 1, 2003:

1. Principal Amount of Issue: \$2,655,200.00
Bond Description: Revenue Bonds

If reallocated to another issuer, state name of issuer: n/a

Copies of allocation resolution or ordinances are attached.

Total allocation Granted or Reallocated: \$2,655.200.00

Sincerely,

CITY OF PEKIN

Pamela Anderson
Community Development Coordinator
Telephone No. (309) 478-5356

CHAPMAN AND CUTLER LLP

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
Telephone (312) 845-3000
Facsimile (312) 701-2361
chapman.com

San Francisco
595 Market Street
San Francisco, California 941
(415) 541-0500

Charles L. Jarik
312-845-3795 - Phone
312-516-1995 - Fax
jarik@chapman.com

Salt Lake City
50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

April 12, 2005

VIA FEDERAL EXPRESS

Pamela Anderson
Community Development Coordinator
400 Margaret Street
Pekin, Illinois 61554

Re: City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois
Collateralized Single Family Mortgage Revenue Bonds,
Series 2005-A

Dear Pamela:

I am pleased to enclose herewith the following items in connection with the above-captioned bond issue:

1. Schedule of Meeting Dates and Times
2. Intergovernmental Cooperation Agreement
3. Form of Ordinance authorizing the execution and delivery of the Intergovernmental Cooperation Agreement.

Please examine the enclosed schedule of meeting dates and times immediately, note the date and time for the meeting for your unit of local government and make arrangements immediately to place the enclosed Ordinance on the agenda for the specified meeting date. In order to accommodate and coordinate the vast number of units of local government participating in this program, it is absolutely critical that the enclosed schedule be maintained. If there is a problem with the meeting date or time or scheduling, please contact my office immediately.

The public hearing for the Bond issue was held April 8, 2005, at 9:00 A.M., in the municipalities of Aurora, Champaign, East Moline and Collinsville, respectively.

The enclosed Intergovernmental Cooperation Agreement includes only your signature pages, and does not include the signature pages for the other participating units of government. There are currently blanks in the Intergovernmental Cooperation Agreement. The missing information includes allocations of volume cap. The Underwriter, Stern Brothers, through David

Law Offices of
CHAPMAN AND CUTLER LLP

Pamela Anderson
April 12, 2005
Page 2

Rasch, is diligently working on supplying us with that missing information. That missing information does not affect the substance of the Agreement, and should not prevent your governing body from adopting the enclosed ordinance.

We have made this distribution to you based on information provided to us by the Underwriter. If your own procedures require that the enclosed Ordinance and/or Intergovernmental Cooperation Agreement be reviewed by your municipal attorney or state's attorney, as the case may be, or any other person or entity, please forward same immediately. We are relying on you to coordinate this matter within your own unit of local government. Because of the number of participants in this program, we may not be able to make certain that you are on schedule.

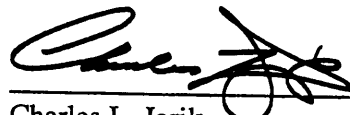
If your municipality is a home rule unit of government, the amount of volume cap that you are committing to the program may currently be blank, and will need to be completed prior to the adoption of the ordinance. Please let us know the amount that you ultimately decide upon.

If you have any questions or comments regarding the enclosed documents or instructions, please do not hesitate to contact either me, Ed Avilés (312-845-3756, eaviles@chapman.com) or Jenine Phillips (312-845-3786, Phillips@chapman.com) of my office at your earliest possible convenience.

Very truly yours,

CHAPMAN AND CUTLER LLP

By:


Charles L. Jarik

CLJarik/els
Enclosures

cc: David Rasch (w/o encs.)

INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND AMONG

THE UNITS OF GOVERNMENT WHICH ARE SIGNATORIES HERETO

DATED AS OF APRIL 1, 2005

("Elgin"), the CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Freeport"), the VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Godfrey"), the CITY OF HARVARD, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Harvard"), the CITY OF HARVEY, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Harvey"), the CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Joliet"), the VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Justice"), the CITY OF LASALLE, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("LaSalle"), the CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Lockport"), the CITY OF LOVE'S PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Loves Park"), the VILLAGE OF MACHESNEY PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Machesney Park"), the CITY OF MARQUETTE HEIGHTS, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Marquette Heights"), the CITY OF MATTOON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Mattoon"), the CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("McHenry"), the CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Mendota"), the VILLAGE OF MINOOKA, GRUNDY, AND WILL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Minooka"), the VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Montgomery"), the CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Naperville"), the VILLAGE OF NORTH PEKIN, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("North Pekin"), the VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Oak Park"), the VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Park Forest"), the CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Pekin"), the CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the

subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Coles County*"), THE COUNTY OF COOK, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cook County*"), THE COUNTY OF CUMBERLAND, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cumberland County*"), THE COUNTY OF DEKALB, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeKalb County*"), THE COUNTY OF DEWITT, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeWitt County*"), THE COUNTY OF FULTON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Fulton County*"), THE COUNTY OF KANE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kane County*"), THE COUNTY OF KANKAKEE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kankakee County*"), THE COUNTY OF KENDALL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kendall County*"), THE COUNTY OF LAKE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lake County*"), THE COUNTY OF LASALLE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*LaSalle County*"), THE COUNTY OF LEE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lee County*"), THE COUNTY OF LIVINGSTON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Livingston County*"), THE COUNTY OF MACON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Macon County*"), THE COUNTY OF MADISON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Madison County*"), THE COUNTY OF MCLEAN, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*McLean County*"), THE COUNTY OF OGLE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Ogle County*"), THE COUNTY OF PEORIA, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria County*"), THE COUNTY OF PIATT, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Piatt County*"), THE COUNTY OF ROCK ISLAND, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rock Island County*"), THE COUNTY OF SANGAMON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Sangamon County*"), THE COUNTY OF ST. CLAIR, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*St. Clair County*"), THE COUNTY OF TAZEWELL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Tazewell County*"), THE COUNTY OF VERMILION, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Vermilion County*"), THE COUNTY OF WINNEBAGO, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Winnebago County*"), and

WHEREAS, the Units have determined that it is necessary and desirable to have Aurora and/or any other Unit designated for the purpose (the "*Issuers*") of issuing such revenue bonds on behalf of all of the Units for the purpose of financing and purchasing mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the Units (the "*Program*"); and

WHEREAS, to provide for the Program, the Issuers propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds in one or more series in an aggregate principal amount not to exceed \$3,000,000,000 and to issue, sell and deliver any bonds issued to refund such bonds (the "*Bonds*") on behalf of all of the Units to obtain funds to purchase qualified mortgage loans under the Program (the "*Mortgage Loans*") and to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the Government National Mortgage Association ("*GNMA*"), evidencing a guarantee by GNMA of timely payment of, mortgage-backed securities (the "*Fannie Mae Securities*") of Fannie Mae, evidencing a guaranty by Fannie Mae of timely payment of, and mortgage-backed securities (the "*FHLMC Securities*") of the Federal Home Loan Mortgage Corporation ("*FHLMC*"), evidencing a guaranty by FHLMC of timely payment of, monthly principal of and interest on certain qualified Mortgage Loans under the Program (the "*Mortgage Loans*"), all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, 30 *Illinois Compiled Statutes 2002, 345/6 et seq.*, as supplemented and amended, permits the corporate authorities of any home rule unit of government to reallocate its private activity bond allocation to another home rule unit, and to allocate volume cap which has been allocated to it toward the issuance of the Bonds, subject to certain restrictions, guidelines and procedures, which guidelines and procedures also permit units of government (including without limitation non-home rule units of government) to allocate volume cap which has been allocated to it toward the issuance of the Bonds and to pool allocations of volume cap received from the Office of Governor of the State of Illinois;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Units hereby agree, as follows:

Section 1. Bonds/Approval. The Issuers (or any of them) hereby agree to issue the Bonds in one or more series on behalf of all of the Units, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of each Unit, purchasing GNMA Securities, Fannie Mae Securities and FHLMC Securities to finance Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of each Unit, paying interest on the Bonds and paying the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be agreed upon by the Issuers and approved by ordinances of the respective governing body of each Issuer (or any of them). The proceeds of the

Section 4. Pledge of Collateral. The Issuers hereby agree to assign and pledge to the trustee with respect to the Bonds all of the Mortgage Loans purchased with the proceeds of all of the GNMA Securities, the Fannie Mae Securities and the FHLMC Securities purchased with the proceeds of such Bonds or the Bonds refunded by such Bonds. The Issuers hereby further agree to assign and pledge to such trustee all other such documents, instruments, securities and moneys as shall be approved by ordinances of the respective governing body of each Issuer.

Section 5. Documents and Instruments. The Issuers hereby agree to enter into all such documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation origination and servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings and closing certificates. The Issuers hereby further agree to enter into all such other documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation closing certificates.

Section 6. Additional Units. Units who are not parties to this Agreement on the effective date may subsequently become parties to this Agreement by authorizing pursuant to appropriate proceedings, executing and delivering this Agreement with the approval of the Issuer or Issuers of the Bonds to be issued immediately thereafter, which approval shall be exclusive and shall be effective to supplement and amend this Agreement without any further action of any of the other Units who are parties to this Agreement.

Section 7. Absolute and Irrevocable Conditions; Amendment. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the Units. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of all of the Units, authorized by ordinances adopted by their respective governing bodies, certified copies of which shall be filed with the other Units.

Section 8. Units' Obligations Unconditional. The Units shall have no right to terminate, cancel or rescind this Cooperation Agreement, it being the intent hereof that the Units shall be absolutely and unconditionally obligated to perform all covenants contained in this Cooperation Agreement.

Section 9. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the appropriate address set forth in *Exhibit B* attached to and made a part of this Cooperation Agreement. A duplicate copy of each notice, certificate or other communication given hereunder to any Unit shall also be given to the others. Any Unit, by notice given hereunder, may designate a different or further address to which subsequent notices, certificates or other communications will be sent.

Section 10. Binding Effect. This Cooperation Agreement shall inure to the benefit of and shall be binding upon the Units and their respective successors and assigns.

EXHIBIT A

VOLUME CAP ALLOCATIONS AND TRANSFERS FOR 2005

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois			
Village of Bartonville, Peoria County, Illinois			
City of Belleville, St. Clair County, Illinois			
Village of Bellwood, Cook County, Illinois			
City of Belvidere, Boone County, Illinois			
Village of Bridgeview, Cook County, Illinois			
City of Champaign, Champaign County, Illinois			
Village of Channahon, Will County, Illinois			
City of Charleston, Coles County, Illinois			
City of Collinsville, Madison and St. Clair Counties, Illinois			
City of Crest Hill, Will County, Illinois			
Village of Creve Coeur, Tazewell County, Illinois			
City of Danville, Vermilion County, Illinois			
City of Decatur, Macon County, Illinois			
City of DeKalb, DeKalb County, Illinois			
Village of Dolton, Cook County, Illinois			

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
Village of Minooka, Grundy and Will Counties, Illinois			
Village of Montgomery, Kane and Kendall Counties, Illinois			
City of Naperville, DuPage and Will Counties, Illinois			
Village of North Pekin, Tazewell County, Illinois			
Village of Oak Park, Cook County, Illinois			
Village of Park Forest, Cook and Will Counties, Illinois			
City of Pekin, Tazewell and Peoria Counties, Illinois			
City of Peoria, Peoria County, Illinois			
Village of Peoria Heights, Peoria County, Illinois			
City of Peru, LaSalle County, Illinois			
City of Princeton, Bureau County, Illinois			
Village of Robbins, Cook County, Illinois			
City of Rochelle, Ogle County, Illinois			
City of Rockford, Winnebago County, Illinois			
Village of Rockton, Winnebago County, Illinois			
Village of Romeoville, Will County, Illinois			
Village of Schaumburg, Cook County, Illinois			

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
The County of Kane, Illinois			
The County of Kankakee, Illinois			
The County of Kendall, Illinois			
The County of Lake, Illinois			
The County of LaSalle, Illinois			
The County of Lee, Illinois			
The County of Livingston, Illinois			
The County of Macon, Illinois			
The County of Madison, Illinois			
The County of McLean, Illinois			
The County of Ogle, Illinois			
The County of Peoria, Illinois			
The County of Piatt, Illinois			
The County of Rock Island, Illinois			
The County of Sangamon, Illinois			
The County of St. Clair, Illinois			
The County of Tazewell, Illinois			
The County of Vermilion, Illinois			
The County of Winnebago, Illinois			
The County of Woodford, Illinois			

MUNICIPALITY	ADDRESS
City of Decatur, Macon County, Illinois	One Gary K. Anderson Plaza Decatur, Illinois 62523
City of DeKalb, DeKalb County, Illinois	200 South Fourth Street DeKalb, Illinois 60115
Village of Dolton, Cook County, Illinois	14014 Park Avenue Dolton, Illinois 60419-1029
City of East Moline, Rock Island County, Illinois	915 16th Avenue East Moline, Illinois 61244
City of East Peoria, Tazewell County, Illinois	100 South Main Street East Peoria, Illinois 61611
City of Edwardsville, Madison County, Illinois	118 Hillsboro Avenue Edwardsville, Illinois 62025
City of Elgin, Cook and Kane Counties, Illinois	150 Dexter Court Elgin, Illinois 60120
City of Freeport, Stephenson County, Illinois	230 West Stephenson Street Freeport, Illinois 61032
Village of Godfrey, Madison County, Illinois	6810 Godfrey Road Godfrey, Illinois 62035
City of Harvard, McHenry County, Illinois	201 West Front Street Harvard, Illinois 60033
City of Harvey, Cook County, Illinois	15320 Broadway Avenue Harvey, Illinois 60426
City of Joliet, Will County, Illinois	150 West Jefferson Street Joliet, Illinois 60432
Village of Justice, Cook County, Illinois	7800 South Archer Avenue Justice, Illinois 60458
City of LaSalle, LaSalle County, Illinois	745 Second Street LaSalle, Illinois 61301

MUNICIPALITY	ADDRESS
City of Peoria, Peoria County, Illinois	419 Fulton Street Peoria, Illinois 61602
Village of Peoria Heights, Peoria County, Illinois	4901 North Prospect Road Peoria Heights, Illinois 66164
City of Peru, LaSalle County, Illinois	1727 Fourth Street Peru, Illinois 61354
City of Princeton, Bureau County, Illinois	2 South Main Street Princeton, Illinois 61356
Village of Robbins, Cook County, Illinois	3327 West 137th Street Robbins, Illinois 60472
City of Rochelle, Ogle County, Illinois	420 North 6th Street Rochelle, Illinois 61068
City of Rockford, Winnebago County, Illinois	425 East State Street Rockford, Illinois 61104
Village of Rockton, Winnebago County, Illinois	110 East Main Street Rockton, Illinois 61072
Village of Romeoville, Will County, Illinois	13 Montrose Drive Romeoville, Illinois 60446
Village of Schaumburg, Cook County, Illinois	101 Schaumburg Court Schaumburg, Illinois 60193
Village of Shorewood, Will County, Illinois	903 West Jefferson Street Shorewood, Illinois 60431
City of South Beloit, Winnebago County, Illinois	519 Blackhawk Boulevard South Beloit, Illinois 61080
City of Springfield, Sangamon County, Illinois	231 South Sixth Street Springfield, Illinois 62701
City of Urbana, Champaign County, Illinois	400 South Vine Street Urbana, Illinois 61803

MUNICIPALITY	ADDRESS
The County of DeKalb, Illinois	110 East Sycamore Street Sycamore, Illinois 60178
The County of DeWitt, Illinois	DeWitt County Building 201 West Washington Street Clinton, Illinois 61727
The County of Fulton, Illinois	Fulton County Courthouse 100 North Main Street Lewistown, Illinois 61542
The County of Kane, Illinois	719 South Batavia Avenue Building A Geneva, Illinois 60134
The County of Kankakee, Illinois	189 East Court Street 4th Floor Kankakee, Illinois 60901
The County of Kendall, Illinois	111 West Fox Street Yorkville, Illinois 60560
The County of Lake, Illinois	28055 Ashley Circle Libertyville, Illinois 60048
The County of LaSalle, Illinois	707 East Etna Road Ottawa, Illinois 61350
The County of Lee, Illinois	Lee County Courthouse 112 East Second Street Dixon, Illinois 61021
The County of Livingston, Illinois	Livingston County Courthouse 112 West Madison Street Pontiac, Illinois 61764
The County of Macon, Illinois	141 South Main Street Decatur, Illinois 62523
The County of Madison, Illinois	130 Hillsboro Avenue Edwardsville, Illinois 62025

RESOLUTION NO. 103-04/05***A RESOLUTION SETTING A PUBLIC HEARING
REGARDING THE ESTABLISHMENT OF TIF III***

WHEREAS, the City is considering a program for the reconstruction of a redevelopment project area known as the City of Pekin Tax Increment Financing District Plan and Project Area No.3 - Industrial Park Conservation Area, as generally shown on the map attached hereto (the "Redevelopment Project Area") in the City (the "Redevelopment Project"), pursuant to 65 ILCS 5/11-74.4-1 et seq., the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City is considering a redevelopment plan (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of the Redevelopment Project Area; and

WHEREAS, the City, desires to consider the establishment of the Redevelopment Project Area to further the goals of the proposed Redevelopment Plan; and

WHEREAS, the Act requires that the City conduct a public hearing regarding the proposed Redevelopment Project Area and Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin that the City Council shall conduct a public hearing on June 13, 2005 at 5:00 p.m. in the Council Chambers on the issue of the proposed Redevelopment Plan and Redevelopment Project for the Redevelopment Project Area; and

BE IT FURTHER RESOLVED that City Clerk is hereby authorized and directed to provide notice of the public hearing as required by the Act; and

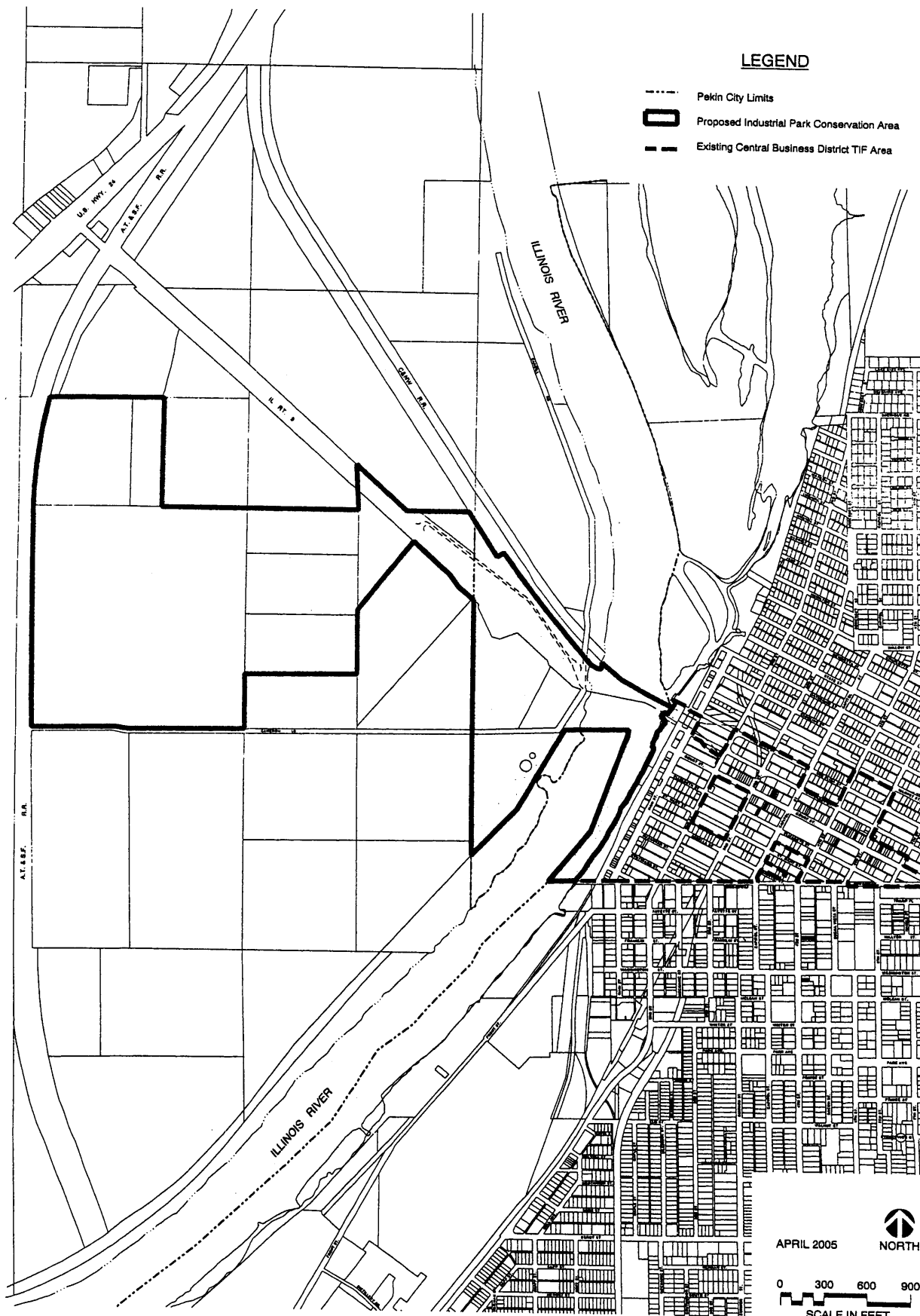
BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois, at its regular meeting held on this 25th day of April, 2005.

MAYOR

ATTEST:

CITY CLERK



Redevelopment Project Area Boundary Map
Proposed Industrial Park Conservation Area
City of Pekin, Illinois

EXHIBIT A

PGAV**URBAN**CONSULTING



VIII. 8.

City of Pekin

April 22, 2005

Dennis Kief, City Manager
111 N. Capitol St.
Pekin, IL 61554

Mr. Kief,

After making the two changes advised by our legal counsel to clear up any possible confusion the Heating, Ventilation and Air Conditioning maintenance contract has been re-bid. The bid packets submitted have been reviewed and it is my recommendation that the low annual bid of XCELL Mechanical Systems be accepted in the amount of \$7,960.00. Attached is a copy of the bid tabulation sheet and hourly costs outside of the contract. This will be a three-year contract with the City of Pekin to have the option to renew 3 one-year contracts to follow after the initial three years are complete. This contract will include maintenance of the HVAC equipment in all city buildings. Please contact my office if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Greg Ranney".

Greg Ranney
Director of Public Property

GJR:lmr

cc: Mayor & Council

BID TABULATIONS

JOB DESCRIPTION AND LOCATION:

HVAC MAINTENANCE OF MUNICIPAL BUILDINGS THREE YEAR CONTRACT 5/1/05-4/30/08

OPENING DATE: APRIL 22, 2005 WALK THROUGH APRIL 15, 2005

BID OPENING 10:00 A.M.

CONTRACTOR NAME	HOURLY CALL OUT RATE	BID ANNUAL COST	WALK THRU
PERFECT AIR CONDITIONING		NO BID	X
XCELL MECHANICAL SYSTEMS	See attached	\$7,960.00	X
JOHNSON MECHANICAL SERVICE	See attached	\$14,040.00	X
ROBINSON PLUMBING	See attached	\$12,939.96	X
CENTRAL HEATING & A/C	See attached	\$11,894.00	X
ENTEC SERVICE		NO BID	X
SAMS HEATING & AIR CONDITIONING		NO BID	X

ESTIMATE: \$

ESTIMATED BY Greg Ranney

BID PROPOSAL

TO: The Council of the City of Pekin

1. Proposal of XCELL Mechanical Systems for providing the annual and regular maintenance of heating, ventilating, and air conditioning equipment in all city owned buildings:
2. The specifications of proposed maintenance, are those prepared by the Public Works Department, 111 S. Capitol Street, Pekin, IL. (309) 477-2315.
3. The specifications herein referred to are the "International Property Maintenance Code", 2003 Edition.
3. The undersigned declares that he/she/they will comply with the applicable provisions of General Requirements and Covenants of the specifications.
4. The undersigned agrees to complete the work in the timeframes set forth by manufacturer's recommended maintenance schedules or these specifications, unless additional time is granted by the City of Pekin.
5. The undersigned submits herewith his bid for each location covering the work to be performed as specified.

6. Proposed annual costs: \$7,960.00

7. Hourly costs not included in the contract:

City Hall Building, 111 S. Capitol St

1st year costs \$72.00

Service Center, 1130 Koch St.

2nd year costs \$75.50

Street Department, 1208 Koch St.

3rd year costs \$80.00

East Side Fire Station, 3232 Court St.

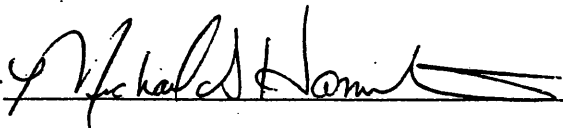
Option year 1 costs \$84.00

North Side Fire Station, 1000 N. 14th St.

Option year 2 costs \$88.00

South Side Fire Station, 272 Derby St.

Option year 3 costs \$92.00

Signature of Bidder  (Seal)

Business Address 30068 Illinois Route 9, Mackinaw, IL 61755

Phone 309-359-3084

Cell Phone 309-241-3554

BID PROPOSAL

TO: The Council of the City of Pekin

1. Proposal of Johnson Mechanical Service, Inc. for providing the annual and regular maintenance of heating, ventilating, and air conditioning equipment in all city owned buildings:
2. The specifications of proposed maintenance, are those prepared by the Public Works Department, 111 S. Capitol Street, Pekin, IL. (309) 477-2315.
3. The specifications herein referred to are the "International Property Maintenance Code", 2003 Edition.
3. The undersigned declares that he/she/they will comply with the applicable provisions of General Requirements and Covenants of the specifications.
4. The undersigned agrees to complete the work in the timeframes set forth by manufacturer's recommended maintenance schedules or these specifications, unless additional time is granted by the City of Pekin.
5. The undersigned submits herewith his bid for each location covering the work to be performed as specified.

6. Proposed annual costs: \$14,040.00

City Hall Building, 111 S. Capitol St

Service Center, 1130 Koch St.

Street Department, 1208 Koch St.

East Side Fire Station, 3232 Court St.

North Side Fire Station, 1000 N. 14th St.

South Side Fire Station, 272 Derby St.

7. Hourly costs not included in the contract:

1st year costs \$60.00/90.00

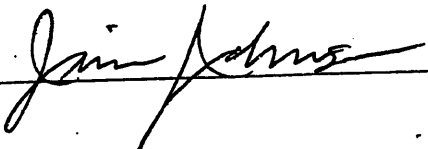
2nd year costs 65.00/97.50

3rd year costs 68.00/102.00

Option year 1 costs 71.00/106.50

Option year 2 costs 74.00/111.00

Option year 3 costs 77.00/115.00

Signature of Bidder  (Seal)

Business Address 1820 Riverway Dr., Pekin, IL 61554

Phone (309) 346-3434

Cell Phone (309) 208-7602

BID PROPOSAL

TO: The Council of the City of Pekin

1. Proposal of Robinson Plumbing Inc. for providing the annual and regular maintenance of heating, ventilating, and air conditioning equipment in all city owned buildings:
2. The specifications of proposed maintenance, are those prepared by the Public Works Department, 111 S. Capitol Street, Pekin, IL. (309) 477-2315.
3. The specifications herein referred to are the "International Property Maintenance Code", 2003 Edition.
3. The undersigned declares that he/she/they will comply with the applicable provisions of General Requirements and Covenants of the specifications.
4. The undersigned agrees to complete the work in the timeframes set forth by manufacturer's recommended maintenance schedules or these specifications, unless additional time is granted by the City of Pekin.
5. The undersigned submits herewith his bid for each location covering the work to be performed as specified.

6. Proposed annual costs: <u>12,939.96</u>	7. Hourly costs not included in the contract:
City Hall Building, 111 S. Capitol St.	1 st year costs <u>65.00/hr</u>
Service Center, 1130 Koch St.	2 nd year costs <u>66.63/hr</u>
Street Department, 1208 Koch St.	3 rd year costs <u>68.30/hr</u>
East Side Fire Station, 3232 Court St.	Option year 1 costs <u>71.03/hr</u>
North Side Fire Station, 1000 N. 14 th St.	Option year 2 costs <u>73.87/hr</u>
South Side Fire Station, 272 Derby St.	Option year 3 costs <u>76.82/hr</u>

Signature of Bidder Mark Hasler (Seal)

Business Address 502 Main Pekin (P.O. Box 1121)

Phone 347-2134 Cell Phone 369-3032

BID PROPOSAL

TO: The Council of the City of Pekin

1. Proposal of Central Heating & A/C for providing the annual and regular maintenance of heating, ventilating, and air conditioning equipment in all city owned buildings:
2. The specifications of proposed maintenance, are those prepared by the Public Works Department, 111 S. Capitol Street, Pekin, IL. (309) 477-2315.
3. The specifications herein referred to are the "International Property Maintenance Code", 2003 Edition.
3. The undersigned declares that he/she/they will comply with the applicable provisions of General Requirements and Covenants of the specifications.
4. The undersigned agrees to complete the work in the timeframes set forth by manufacturer's recommended maintenance schedules or these specifications, unless additional time is granted by the City of Pekin.
5. The undersigned submits herewith his bid for each location covering the work to be performed as specified.

6. Proposed annual costs: \$11,894

City Hall Building, 111 S. Capitol St.

Service Center, 1130 Koch St.

Street Department, 1208 Koch St.

East Side Fire Station, 3232 Court St.

North Side Fire Station, 1000 N. 14th St.

South Side Fire Station, 272 Derby St.

7. Hourly costs not included in the contract:

1st year costs

2nd year costs

3rd year costs

Option year 1 costs

Option year 2 costs

Option year 3 costs

65⁰⁰

66⁵⁰

67⁹⁰

74³⁰

75⁸⁰

76⁴³

Signature of Bidder Peter Kelm (Seal)

Business Address #1 Robin Lane Pekin IL 61554

Phone 346 6100

Cell Phone 696 9080

VIII . 9.

**ARTICLES OF AGREEMENT BETWEEN
CITY OF PEKIN, ILLINOIS
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE MAY 1, 2005 – APRIL 30, 2009
GENERAL EMPLOYEE UNIT**

April 14, 2005

INDEX

ARTICLE		PAGE
1	RECOGNITION	1
2	DUES CHECKOFF/FAIR SHARE	3
3	GRIEVANCE PROCEDURE AND ARBITRATION	4
4	DISCIPLINE AND DISCHARGE	7
5	COMPLETE AGREEMENT	8
6	SCOPE AND TERM OF AGREEMENT	8
7	JOB OPENINGS	9
8	SENIORITY	11
9	PAY DAY	13
10	WAGES	13
11	HOURS AND OVERTIME	14
12	HOLIDAYS AND HOLIDAY PAY	15
13	VACATIONS	16
14	SICK LEAVE	17
15	HEALTH AND WELFARE	18
16	LEAVES OF ABSENCE	19
17	GENERAL PROVISIONS	22
18	SAFETY	24
19	EMPLOYEES	25
20	PERSONNEL FILES	27
21	UNION BUSINESS	27
22	SEPARABILITY/SAVINGS CLAUSE	28

APPENDIX "A" ATTACHMENTS

A	LETTER OF UNDERSTANDING PERSONNEL POLICY
B	DRUG AND ALCOHOL POLICY (only applicable to CDL drivers)
C	GROUP HEALTH PLAN

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2005, by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union"); **WITNESSETH:**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing employees in the bargaining unit described herein, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Union to establish an agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences; therefore, in recognition of the Mutual Covenants and Conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

Section 1: Bargaining Unit Pursuant to the certification issued by the Illinois State Labor Relations Board in Case No. S-RC-92-68 on or about May 29, 1992, the City recognizes Teamsters Local Union No. 627 as the sole and exclusive representative of employees within the bargaining unit set forth below for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment as defined by the Illinois Public Labor Relations Act.

The unit for collective bargaining shall be described to include all full and part-time employees of the City of Pekin in the following classifications or positions:

Clerk, Secretary, Secretary/Clerk, Parking Enforcement Officer, Data Entry Clerk, Crossing Guard, Receptionist, Accounts Collector, Inspector, Computer Programmer/Secretary, Municipal Bus Driver, School Bus Driver, School Bus Monitor, Mechanic, Mechanic Helper, Custodian, Inventory Control Clerk and Mechanic Working Foreman

but shall exclude all employees of the Pekin Public Library, all employees of the Tazewell-Pekin Consolidated Communications Center, Secretaries to the Police Chief, Fire Chief, Public Works Director and Public Property Director, and all other employees of the City of Pekin, including Supervisors, Confidential employees, and Managerial employees as defined by the Illinois Public Labor Relations Act.

Section 2: Gender The use of the pronoun he or she in this or any other document between the City and the Union shall be understood to be for clerical convenience only, and shall include both male and female employees equally where appropriate.

Section 3: Stewards The Union retains the right to designate a Union Steward or Stewards. The Employer shall be notified in writing by the Union as to the identity of the steward(s) designated by the Union, and any changes within a reasonable period after they occur.

Section 4: Non-Delegation Nothing in this Agreement shall be construed as a delegation to others of any authority conferred by law upon the City, or in any manner to abridge or diminish that authority. The foregoing shall only be construed as a limitation upon the arbitrator's authority in resolution of any grievance or dispute involving the application or interpretation of this Agreement

Section 5: Management Rights Except as provided for elsewhere in this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect.

Section 6: Subcontracting Where the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, up to a maximum of ten (10) weeks pay, in order to search for alternative employment prior to termination. The paid terminal leave and the employment relationship shall terminate at the earlier of the employee's employment elsewhere, or the end of the terminal leave period.

Section 7: Non-Discrimination

- (a) Neither the City, the Union, nor any employee shall discriminate against any employee in violation of state or federal law because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, physical and mental handicap or disability unrelated to the ability to perform, or unfavorable military discharge, as defined by federal and state laws, or because of the employee's membership or non-membership in the Union, or participation or non-participation in lawful union activity. The foregoing shall not apply to internal Union matters.
- (b) Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- (c) **Harassment** The Employer, non-bargaining unit employees, and bargaining unit employees, shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age, or disability.

Section 8: Americans With Disability Act Compliance The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives

the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

Section 9: Affirmative Action As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

ARTICLE 2

DUES CHECKOFF/FAIR SHARE

Section 1: Dues Checkoff With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligations uniformly required of Union members and shall forward the amount to the address designated by the Union. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for deductions shall be revocable upon written notice to the Employer and the Union.

Section 2: Fair Share Employees who are members of the bargaining unit, but who do not authorize a deduction of Union dues, shall be required to pay a fair share (not to exceed the amount of regular Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. Employees hired after the effective date of this Agreement and who do not make application for membership in the Union shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. Employees employed prior to May 29, 1992, who were not members of the Union on the effective date of this Agreement, or thereafter, shall not have any obligation hereunder, and shall not be required to pay or contribute any fair share amount unless they voluntarily do so.

The Employer shall, with respect to an employee on whose behalf the Employer has not received a written authorization to deduct Union dues as provided above, and who is not exempted from the requirement by the first paragraph above, deduct from the employee's wages, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union, subject to the following:

- (1) The Union has certified to the Employer that the affected employee has been delinquent in this obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that employee has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator for the purpose of determining and resolving any objections the employee

may have to the fair share fee, or to file a charge with the Illinois State Labor Relations Board for such purpose.

- (4) The rights of non-association of employees based upon bona fide religious tenets or reaching of a church or religious body of which such employees are members shall be safeguarded in accordance with Section 6(g) of the Illinois Public Labor Relations Act. Such employees shall pay an amount equal to their fair share contribution to a nonreligious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to agree, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board, or as provided by Section 6(g).

Section 3: The Union shall indemnify, defend and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any actions by the City for the purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of the provisions of this Article.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Definition A "grievance" shall be defined as a dispute or difference raised by an employee or the Union against the City involving the alleged violation, application, meaning or interpretation of one or more of the express provisions of this Agreement.

Section 2: Representation Grievances may be presented by the Union on behalf of an employee or a group of employees. Where an individual employee submits a grievance without the Union, the Union shall be given a copy of the written grievance and notified of any meetings to consider the grievance so that its representative may attend. Employee(s) shall be entitled to representation by the Union at each step of the grievance procedure upon request.

A grievance may be filed by or on behalf of two (2) or more employees only if the same facts, issues, and requested remedy apply to all employees in the group. Group grievances involving two (2) or more departments shall be filed only by the Union and shall be filed directly with the City Manager's office at Step Two, but may thereafter be referred to a lower step where appropriate to investigation or consideration of the grievance.

Section 3: Subject Matter A grievance shall be in writing, submitted on a form approved by the parties, shall contain a statement of the facts and circumstances prompting the grievance, the Article(s) and Section(s) of this Agreement alleged to have been violated, the date(s) the alleged violations occurred, the relief sought, and the name(s) and signature of the grieving or affected employee(s) and the date of submission. Only one subject matter shall be raised in any one grievance.

Section 4: Step One Where any employee or employee group have a dispute, disagreement or complaint, whether the subject matter constitutes a grievance as defined above or not, the

employee(s), accompanied by a union steward if the employee(s) desire, may submit the matter to their immediate supervisor or the department head and attempt a satisfactory solution, provided that the employee(s) and supervisor or department head shall have no authority to make or agree to any arrangement or solution which conflicts with the provisions of this Agreement.

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the department head. The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) days of the meeting with the Business Agent.

Section 6: Arbitration If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The

Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations No grievance shall be valid unless submitted within fourteen (14) days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike - No Lockout Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

Section 10: No Strike Commitment Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or condone any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 11: No Lockout The employer shall not, during the term of this Agreement, lockout employees covered by this Agreement as a result of a labor dispute between the parties.

Section 12: Unauthorized Activity The local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the City written notice, which notice will list the Union's authorized representative who will deal with the City, make commitments for the Union generally and, in particular, have the sole authority to act for the Union. In the event of any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members, providing the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the City, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, or as to those participating in a second stoppage during the term of this Agreement, the City shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 13: Judicial Restraint Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint in the event the other party violates this Article.

ARTICLE 4

DISCIPLINE AND DISCHARGE

Section 1: Definition The parties agree with the tenets of corrective and progressive discipline. Disciplinary actions shall include the following:

- (a) Oral
- (b) Written Warning
- (c) Suspension Without Pay
- (d) Discharge

Where appropriate, corrective and progressive actions will be employed, provided that suspension, demotion, or discharge without prior corrective action(s) shall be an appropriate disciplinary response, consistent with cause or just cause, where the seriousness of the employee(s) actions or conduct warrant, shall not be a prerequisite to suspension or discharge. Where an employee receives four (4) or more warning notices for unrelated actions or misconduct of a minor nature within any nine (9) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

Section 2: Just Cause Just cause shall be defined as that term has been defined by the Illinois courts; to-wit some substantial shortcoming which renders the employee's continuance in office or employment in some way detrimental to the discipline and efficiency of the public service and which the law and sound public opinion recognize as a good cause for the employee no longer occupying his or her position. It is agreed that dishonesty, drinking of intoxicating liquors while on duty, or appearing for work under the influence of liquor and the possession, use, or being under the influence of illicit or illegal drugs, or any illegally obtained or non-prescriptive substance which may impair an employee's ability to perform any duties, demonstrated and documented incompetence, willful destruction of property, fighting on the job or related to the job, gross insubordination and/or the serious violation of reasonable City rules or directions shall be cause for discharge or suspension when they occur, but shall not be exclusive of other grounds constituting just cause.

Section 3: Use of Prior Warnings Any notation of an oral warning placed in the employee's file shall be for documentation, and a copy shall be presented to the employee. A written warning in the employee's file shall not serve as the basis for additional progressive disciplinary action on a current offense, where more than eighteen (18) months have elapsed since the written warning without additional disciplinary actions.

Section 4: Written Notice Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the nature of the misconduct and guidelines for the employee for future behavior. Disciplinary actions shall be implemented within a reasonable period after the occurrence of the event and any investigation by the employer needed to determine the facts.

ARTICLE 5

COMPLETE AGREEMENT

Section 1: The parties acknowledge that, during the negotiations which preceded this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Except as authorized by this Agreement, the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreements entered into in violation of the foregoing provision shall be void and without force and effect.

Section 3: Sponsorship The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, nor as a basis for any jurisdictional claim to any work.

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

Section 1: Scope This Agreement shall apply only to those employees of the City of Pekin who are employed in jobs or job classifications included within the bargaining unit recognized in Article 1, Section 1 of this Agreement.

Section 2: Term This Agreement, when approved and signed by the appropriate authorities for and on behalf of the City and the Union, shall be in force and effect from May 1, 2005 to and including April 30, 2009,, and shall thereafter continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other party not less than sixty (60) days prior to the date of termination. Where written notice is timely served, this Agreement shall terminate upon the stated date of expiration, provided that the parties may mutually agree to extend the period during which this Agreement shall remain in force and effect in writing on terms acceptable to both parties.

Section 3: Modifications It shall be understood that the provisions of this Agreement may be modified by mutual agreement of the City and the Union at any time, provided that all such modifications shall be in writing and signed by an authorized representative of the City and the Union.

ARTICLE 7

JOB OPENINGS

Section 1: Job Openings Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by

promotion, reassignment or transfer. In the event a position to be filled requires specific education or training, qualification, skill and/or ability; and no bargaining unit employee either bids or qualifies for a new or vacant position, subject to the provisions of this Article; then the City may elect to fill the vacancy by promotion, reassignment, transfer or have the right to hire from outside the bargaining unit. Prior to duties, responsibilities, or qualifications, for an existing job are changed; there must be an agreement with union.

Section 2: Notice Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the City Clerk and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees interested in being considered may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) days of the date of posting shown on the notice.

Section 3: Filling Vacancies Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 4(b) of this Agreement.

Any employee bidding for any job vacancy may, prior to accepting the new job, withdraw his bid, provided that, where this occurs, the City shall not be required to post the vacant job again because employee(s) withdrew their bids. Employees withdrawing a bid shall be ineligible to bid for any further job vacancies for a period of ninety (90) days, unless waived by the City. Any employee awarded a bid, and successfully demonstrating the ability to perform a job vacancy, shall be required to remain in the position, and shall be ineligible to bid for further job openings for six (6) months after successful completion of the probationary period, unless waived by the Employer.

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a General Unit employee.

In the event that no bargaining unit employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire.

Section 4: School Bus Operations With respect to the School Bus Operations conducted by the City, the following provisions shall apply during the term of this Agreement:

- (a) Prior to the start of the 2002 – 2003 school year, and each school year thereafter, all school bus routes shall be open for bidding by current school bus drivers (at the time of the bid posting all bids for the previous year shall be posted, showing what a particular run paid) in house, the previous year, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) for the route selected. The City retains the right to

designate the bus equipment which will be assigned to each route. Noon runs will be subject to separate bidding, and will be assigned based on seniority to those employees requesting such runs. Monitor positions on those buses designated by the City to have school bus monitors shall also be open for bidding by current school bus monitors prior to the start of each school year, and awarded on the basis of seniority, so long as the employee possesses the training (if any) required for the requested assignment.

Once returning school bus drivers and monitors have been assigned their routes for the school year, the City will fill unassigned positions with new employees in the manner it determines appropriate, and shall maintain a list of temporary substitutes, to the extent possible, to fill in for absent drivers and/or monitors when necessary. Any school bus driver or monitor who intends to be absent or tardy shall provide at least forty-five (45) minutes notice in advance of their scheduled starting time when the absence/tardiness could not be anticipated prior to that day. Failure to provide proper notice in advance of any absence or tardiness shall be a basis for discipline.

- (b) A sign-up sheet shall be maintained for school bus drivers and monitors to express their interest in being assigned additional work on charters and cleaning buses when such work is available. Charters and cleaning of buses shall be offered by seniority on a daily basis, and shall be in addition to those other duties of a school bus driver or monitor. The Charter list shall be posted daily showing the runs and the hours paid. In the event of a cancellation of a Charter or a new Charter comes in the employees can rebid, provided the cancellation or new run comes in by 3:00 p.m. the previous day.
- (c) Summer work driving school buses shall be open for bidding separately, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) required for the route(s) selected.
- (d) School bus drivers and monitors shall receive four (4) hours pay at their regular hourly wage rate for the following holidays: Labor Day, New Year's Day, Thanksgiving Day, Christmas Day, Memorial Day and Veteran's Day, and shall receive two (2) hours pay at their regular hourly wage rate on the day after Thanksgiving Day. School bus drivers and monitors shall be required to work their last regularly scheduled work day before and after such holidays, to be entitled to the holiday pay in accordance with Article 12, Section 4. Any school bus employee who works on a holiday shall be paid in accordance with Article 12, Section 5 of this Agreement.
- (e) All time spent getting required physicals, and/or taking drug tests, will be considered time worked and will be paid at the applicable hourly rate.
- (f) All school bus drivers and monitors shall be paid a minimum of three (3) hours per run and an additional one half (1/2) hour for each additional run at a minimum. If an employee has a double in both the morning and the afternoon, then the employee shall be paid a minimum of 3 ½ hours.
- (g) Bus inspections done on extra hours or holidays shall be offered by seniority who are on the applicable signup sheet and paid at the applicable overtime rate.

ARTICLE 8

SENIORITY

Section 1: Definition "Seniority" shall be defined as each employee's length of continuous employment within the bargaining unit since the employee's last date of hire. Classification seniority shall be defined as each employee's length of continuous employment within the classification of regular full-time, regular part-time, or school year employee, since the employee's last date of hire, or transfer to that classification.

Section 2: Termination Each employee's seniority and employment relationship shall terminate where the employee:

- (a) resigns or quits;
- (b) retires;
- (c) is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of absence, except as otherwise authorized;
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;
- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

Section 3: Seniority List A seniority list showing the name, seniority and classification seniority date(s), present job and department of each bargaining unit employee employed prior to the effective date of this initial Agreement shall be provided to the Union. Upon agreement between the parties, such initial list shall not be subject to challenge under the grievance and arbitration procedure.

Semi-annually, on April 1 and October 1, the City shall prepare an updated seniority list showing the names, seniority and classification seniority date(s), present job and department of the current bargaining unit during the term of this Agreement. A master list shall be filed with the office of the City Clerk, a copy mailed to the Union and any employee on layoff, and copies posted in City Hall and the offices of other departments. Employees claiming any error in the changes made on an updated seniority list shall have thirty (30) days after the date of filing and posting or receipt to raise any challenge, after which the updated seniority list shall be deemed conclusive on all employees.

Section 4: Transfer Outside Bargaining Unit The City retains the exclusive right to select those persons to fill positions outside the bargaining unit of this Agreement. Where any bargaining unit employee transfers to a position outside of this bargaining unit (including transferring to another bargaining unit) except on a temporary basis, the employee's seniority shall terminate after the date of transfer. Employees transferring outside of this bargaining unit to another bargaining unit, or to a position in the City not covered under a bargaining unit, shall be allowed to carry their seniority for the purpose of wages, benefits, vacation, holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into another bargaining unit, for the purpose of hours of work, bidding and lay-off and recall shall be based solely on the seniority an employee accrues in the bargaining unit into which he transfers from the initial date of transfer, or hire into the respective bargaining unit. The City cannot force employees to transfer outside the bargaining unit.

Section 5: Layoff and Recall The City retains the exclusive right to determine appropriate staffing in each classification and each department of the City. Where the City determines a layoff of current bargaining unit employees is needed, the City shall utilize the following procedures in layoffs and recalls:

- (a) Probationary employees shall be laid off prior to employees having classification seniority who possess the skills, qualifications, experience, and ability to perform the jobs or job duties required in the same department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.
- (b) Thereafter, employees shall be laid off in their departments by classification seniority, provided the employee(s) retained possess the skills, qualifications, experience, and ability to perform the jobs or job duties required within their department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.
- (c) Employees laid off pursuant to (b) shall be entitled to bump a less senior employee within the same classification (full-time, part-time or school year employee) or, if the employee has previous seniority in a lesser classification (part-time or school year), the employee shall be entitled to bump a less senior employee within such lesser classification, provided the employee possesses the skills, qualifications, experience and present ability to perform the jobs or job duties performed by the employee to be displaced by the bumping. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.
- (d) Where the City contemplates the layoff of more than five (5) employees in any department, it will provide the Union with notice fourteen (14) days in advance, where possible. Upon request, the City will meet with the Union Business Agent to discuss alternative scheduling or other methods to avoid or reduce the layoff. Affected employees will be given notice of layoff seven (7) days in advance, where possible. Any grievance contesting a layoff notice must be submitted within seven (7) days of the notice of layoff, where it is given, to be timely, or will not be considered.
- (e) Employees will be recalled in inverse order to the order in which they were laid off

from their department, provided the employee possesses qualifications, experience, and ability to perform the jobs or job duties available. Employees shall be given notice of recall by certified mail, sent to the employee's last known address. It shall be the employee's responsibility to provide the employer with his latest mailing address, by written notice to his department head. The employee shall have fourteen (14) days after the date of the notice of recall to report, but must notify his department head if he is accepting the recall within three (3) days after the recall notice is received. Where notice of recall is returned because the employee moved, and did not provide the City with Notice, the City shall have no further obligation to locate the employee, whose right to recall shall be extinguished.

- (f) Nothing herein shall prevent the City and the Union from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees or other agreed actions.

ARTICLE 9

PAY DAY

Section 1: The City agrees to pay employees every other Friday. The City shall put a policy in place to issue manual checks in the event of payroll errors.

ARTICLE 10

WAGES

Section 1: Wage Schedule During the term of this Agreement, the minimum hourly wage rates for employees shall be as shown on the wage schedule attached to this Agreement as Appendix A, and incorporated herein by reference. The City retains the authority to grant individual employees increases above the minimum hourly wage rates upon the recommendation of the appropriate department head.

The City Manager retains the authority to create new jobs, and to establish the duties for such new job(s). However, the establishment of a wage rate for same shall be upon mutual agreement between the City and the Union

Section 2: The City retains the authority to assign employees within the bargaining unit to any duties, work or jobs the employee is qualified to perform whenever operational requirements in any department require. Where any employee is temporarily assigned to perform a bargaining unit job having a higher wage rate, the employee will be paid the applicable hourly wage rate of the higher rated job while performing that job. Where any employee is temporarily assigned to perform a bargaining unit job having a lower wage rate, the employee will be paid his normal hourly wage rate while performing the other job.

Section 3: Upon request, all employees will be provided copies of their bi-weekly timesheets.

ARTICLE 11

HOURS AND OVERTIME

Section 1: Application This Article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as any guarantee of employment or to any particular number of hours of work, nor as any limitation preventing the City from structuring the normal work day or work week in order to promote the efficiency of municipal government; from establishing work schedules of employees; and/or establishing part-time positions for or within the City.

Section 2: Work Day and Work Week The normal work week for regular, full-time employees shall be forty (40) hours, comprised of either four (4) or five (5) work days, Monday through Sunday, together with any additional hours which may, from time to time, be required by the City. The normal work day for regular, full-time employees shall consist of either ten (10) hours per day for a four (4) day work week, or eight (8) hours per day for a five (5) day work week, with a one (1) hour (or a one-half hour) lunch period without pay, which shall include employee travel time to obtain their lunch, to be scheduled by the department head. The normal work week and work day for regular, part-time employees and school year employees will be established by the department head from time to time based upon the needs of the City. The normal work week and work day above shall not apply to newly created jobs or operations not in existence at the time of this Agreement.

The department head in each City department shall establish the scheduled starting and quitting time for specific job classifications and for divisions within each department according to the operational requirements of the City and the department, provided the established starting and quitting times for any regular employee shall not be altered, once scheduled, without twenty-four (24) hours advanced notice to the affected employee(s).

Section 3: Overtime Employees covered by this Agreement shall be paid one and one-half (1.5) times their regular hourly rate of pay for authorized overtime hours actually worked in excess of eight (8) hours per day (10 hours where applicable), forty (40) hours in a work week, Saturday, Sunday. Upon mutual agreement between the City and employee, hours worked in excess of eight (8) hours per day (ten (10) hours when applicable) may be credited for time off instead of being compensated at the overtime rate. Credited time off shall be credited at time and one half and may accumulate up to 40 hours. Time off will be used at a time mutually agreed upon by the employee and the department head.

For the purpose of computing overtime, holiday pay, personal time and vacation days shall be considered as hours worked. The department head in each department retains the right to require overtime work by employees when necessary to the efficient conduct of city operations.

Section 4: Break Periods Regular full-time employees will be permitted two (2) fifteen (15) minute break periods during each regularly scheduled work day, one during the first four (4) or five (5) hours of work and a second during the second four (4) or five (5) hours of work. Part-time and temporary employees scheduled to work eight (8) hours or more in a day shall be provided similar rest periods. Rest periods shall be arranged by the department head or immediate supervisor in the manner most compatible with departmental operations.

Section 5: No Pyramiding There shall be no pyramiding or duplication of any overtime or premium pay for Saturday, Sunday, Holiday or other work, and no employee shall be paid more than

once for the same hours worked.

Section 6: Call Outs Whenever an employee is called out to return to work outside his regularly scheduled work hours, and is not on stand-by assignment, the employee shall be entitled to a minimum of three (3) hours at the applicable wage rate provided by this Agreement. To be entitled to the full three (3) hours pay, the employee must be available for work during the full three (3) hour period.

ARTICLE 12

HOLIDAYS AND HOLIDAY PAY

Section 1: Holidays The following days (or dates observed as such) shall be observed as holidays:

January 1 (New Year's Day)
President's Day
Memorial Day

July 4th
Labor Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Where any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, and where the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Section 2: Holiday Pay Regular full-time employees shall be paid eight (8) hours pay at their regular hourly wage rate for each holiday for which they are eligible to receive pay for the holiday. Part-time employees would be entitled to the same holiday provisions as the school term employees as provided in Article 7, Section 4d. Part-time employees shall be paid a minimum of four (4) hours or their average hours per day for each holiday, whichever is greater.

Section 3: Holidays During Vacation Where any holiday occurs during an employee's scheduled vacation period, the employee may, with notification to the department head prior to the vacation period, elect to extend the vacation period, or elect to receive holiday pay for that holiday.

Section 4: Pay Eligibility To be eligible to be paid for a holiday, each employee must work his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday. Employees on layoff or other non-active status shall not be eligible for holiday pay for holidays occurring while the employee is not actively employed by the City.

Where any employee is scheduled for work on any holiday, the employee shall not be eligible for pay for the holiday if he fails to report for work as scheduled. Except in emergencies (including storm, flood, and other extreme situations), employees scheduled to work on a holiday shall be given at least seven (7) days advance notice.

Section 5: Holiday Work In addition to the regular holiday pay provided, any employee who works on a holiday shall be paid double the regular hourly wage rate for the job for all hours worked on the holiday. Any employee called in to work on a holiday shall be guaranteed a minimum of four (4) hours at double times the applicable hourly rate.

ARTICLE 13

VACATIONS

Section 1: The following vacation schedule shall apply to all regular, full-time employees:

- (a) Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- (b) Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- (c) Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- (d) Regular, full-time employees who, prior to January 1, 1992, were allowed a specific number of weeks of vacation greater than four (4) weeks based upon their length of continuous service with the City, shall, in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five (5) or six (6)) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to January 1, 1992. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his years of service (i.e. after five (5) years or ten (10) years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 30 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior

employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one day without the approval of the department head, provided that employees eligible for more than one (1) week's vacation time may schedule up to one (1) week (5 days) of vacation time for use in periods not less than one hour increments. Any vacation time not scheduled, and used, by December 31, shall be lost provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a thirty (30) day period beyond December 31.

Section 3: Vacation pay will be based on an average work week with regular work week hours of forty (40) hours.

Employees who have worked less than fifty-two (52) weeks in the previous year will receive a pro rata vacation which will be computed on the basis on one-fifty-second (1/52) of the regular vacation pay for each week worked, in the previous year. Weeks of vacation used in the previous year shall be considered weeks worked for this purpose.

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second (1/52 or .0192 percent) of the annual vacation pay the employee was eligible to receive that calendar year in the employee's final paycheck.

ARTICLE 14

SICK LEAVE

Section 1: Each regular full-time employee shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of ten (10) days per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment or for the illness or injury of family members (including doctors appointments) is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred and forty (240) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted. Those employees within the bargaining unit who, prior to May 1, 1993, had accumulated more than one hundred and twenty (120) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted. Those employees within the bargaining unit who, prior to May 1, 1993, had accumulated more than one hundred and twenty (120) days of unused sick leave shall have the days in excess of one hundred and twenty (120) red circled, and may use such days once their annual sick leave benefits have been exhausted, but shall not hereafter be allowed to accumulate any unused sick leave days in excess of two hundred and forty (240)

Section 2: Where any employee has accumulated the maximum number of unused sick leave days authorized above, and does not utilize any sick leave days in a calendar year, the employee shall be entitled to two (2) days' pay at the current hourly wage rate.

Section 3: Except as provided for in Article 14, Section 1, the sick leave benefits provided

herein are to be utilized only when an employee has a legitimate injury or illness which precludes the employee from performing the duties of his/her job. Sick leave may be used only for a non-job related illness or injury for which an employee is not entitled to receive any worker's compensation benefits.

Upon reasonable suspicion of abuse of sick leave, the head of each department may require adequate verification of the employee's asserted illness or injury, including the certification of an attending physician attesting to the employee's illness or injury or disability, whenever the department head deems such verification to be appropriate. Where such verification is requested, sick leave days with pay shall be denied where the verification is not submitted, in addition to any disciplinary measures found to be appropriate by the City. It shall be compulsory for an employee who is off for three (3) consecutive days or more to present a doctor's certificate upon returning to work to be entitled to sick leave benefits.

Any employee falsely claiming sickness in order to take advantage of sick leave shall be subject to discipline, up to and including discharge.

Section 4: Non-Payment No payment for any unused sick leave shall be made on death, retirement, or other separation of employment.

Section 5: Where an employee has accumulated the maximum sick leave days authorized in Article 14, Section 1, the employee may continue to accumulate sick leave days solely for purposes of credit on retirement to the extent permitted by the Illinois Municipal Retirement Fund (IMRF). Such additional sick leave days accumulated shall not be used for any other purpose.

ARTICLE 15

HEALTH AND WELFARE

Section 1: Health Care Coverage During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits, the same as were in effect under the previous Collective Bargaining Agreement, except, as provided in the attachment, identified as (CITY OF PEKIN GROUP HEALTH PLAN ATTACHMENT, PLAN YEAR 2005-2006). The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for coverage provided herein, provided such changes in health care coverage or benefits are not reduced below those coverage's and benefits in effect at the time of the benefit or coverage change, unless mutually agreed to otherwise between the union and the City.. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement. Upon sixty (60) days written notice,

prior to the second, third, and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of this Health and Welfare Article only, the purpose of which is to negotiate the contribution rates as provided in Section 2 of this Article.. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.

Section 2: Health Care Cost The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted at least annually by the third party administrator. During the term of this agreement, the City will pay the cost for employee coverage for regular, full-time employees during active employment. The city shall pay the cost for regular, full-time employees up to a total cost for individual and family insurance of \$1240.00 per month, and the employee's contribution for family coverage shall be \$50.00 per month, for the first year of this agreement. The contributions as provided in this Section shall be subject to negotiation in the re-opener as provided in Section 1 of this Article, for the second, third and fourth year of the agreement.

Section 3: Life Insurance During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

Section 4: Retiree Insurance Individuals who have retired or who retire from the City's employment after March 31, 1993, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect, except as provided in the attached Agreement regarding City of Pekin Health Care Plan.

Section 5: Vision Care and Hearing Aids When the City adopts a Vision Care and/or Hearing Aid Policy; it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one-thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: Personal Days Regular full-time employees shall be allowed two (2) personal days with pay each fiscal year. Personal days may not be accumulated, and shall be forfeited if not used during the fiscal year. Personal days shall be scheduled at least forty-eight (48) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with

the employee's department head. In order to satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day.

Section 2: Military Leave Any employee who volunteers for active duty with the Armed Forces of the United States during a period of declared national emergency or who is ordered to active duty in the organized reserve, national guard or selective service system at any time (except for training purposes), shall be granted a leave of absence consistent with the laws pertaining to Military Leave. Laws that administer benefits for military personnel are: Illinois Local Government Employees Benefits Continuation Act (50ILCS 140/1 et seq.), and the Federal Uniformed Services Employment and Reemployment Rights Act commonly known as USERRA. On completion of this tour of duty, he/she shall be entitled to return to his/her former position or to one in the same class, as provided below:

- (a) In the case of any indefinite leave, application to return to work must be made within 60 days after release or discharge from the Armed Forces or from a Veterans Administration hospital and the provisions of this section shall apply. The veteran shall furnish his/her separation papers as proof of eligibility and shall be given such medical examinations by a physician designated by the City as may be necessary to determine his/her fitness for the job he/she is to perform. If the veteran is unable to perform the duties of his/her former position or if there is no vacancy, the City shall take all reasonable steps to assist in placing the veteran in another job class for which he/she may be qualified.
- (b) Seniority shall continue during military leave, but a returning veteran shall not displace another employee with greater seniority. An employee who had not completed his/her probationary service period at the time he/she entered the Armed Forces shall be required to complete the unfinished portion satisfactorily. This leave will not be counted against vacation or against sick leave. Sick leave and vacation shall not accumulate during this military leave period.
- (c) Group health and medical insurance shall stay in effect for an employee on military leave and his/her family in accordance with federal law.

Section 3: Jury Duty Any employee who is required to serve on a jury shall be given a leave of absence with pay for the time served on jury duty. If released from jury duty prior to the end of the employee's work day or shift, the employee shall be required to return to complete the work day. Notice of required service on a jury shall be given to the employee's department head as soon as practical after the employee receives notice of jury duty.

Payment to the employee for jury duty (excluding any mileage reimbursement) will be endorsed over to the City of Pekin.

Section 4: Family Leave Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of that statute.

Section 5: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting a request in writing to the head of the department where the employee works, with copies to the Mayor's Office and to the local Union. Any requested leave of absence shall be subject to the approval of the department head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of

the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the Mayor, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation.

Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 6: Educational Leave An employee interested in further professional training may obtain an educational leave without pay for up to twelve (12) months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work, and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 7: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave, and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 8: Eligibility Leave

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.
- C. Where an employee documents the necessity for a continued absence from work for

an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 9, Section 2(g) "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or thirty-six (36) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.

- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

Section 9: Bereavement Leave. Each regular employee shall be allowed up to three (3) days off with pay to attend the funeral and to details of any funeral when a death occurs in the employee's immediate family, which shall include the employee's legal spouse, natural or adoptive child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law- sister-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employees home. In addition, days off without pay may be granted due to the death of any close friend or relative with the approval of the department head. Part time employees shall be entitled to one (1) day off with pay, based on four (4) hours pay to attend a funeral as provided for all full time employees. Bereavement leave used during a vacation period shall extend or credit the employee's vacation.

ARTICLE 17

GENERAL PROVISIONS

Section 1: Uniforms Where employees are required to wear a uniform while on duty in the performance of his/her job, the City shall supply the employee with the uniform(s), and shall replace them, where the department head or supervisor determines, upon inspection, they need to be replaced. The employee shall return all uniforms issued in a condition appropriate to the duration and extent of use upon separation of employment. Employees provided with uniforms shall wear such uniforms only while on duty, and while traveling to and from work, and at no other times without prior authorization by their department head.

Where the City approves the request, the City will replace, or reimburse the employee for the cost of a new pair of eyeglasses where an employee's eyeglasses are damaged without fault or negligence on the employee's part in the course of his employment, subject to a maximum of Two Hundred and Fifty (\$250.00) dollars.

Section 2: Physical Examinations Where the City requires any employee to have any physical examination(s) or test(s), the City shall pay the full cost of the examination(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the

option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. All time spent by employees taking physical exams, tests, or attending mandatory meetings, whether during an employee's normal working hours or not shall be paid for at the employee's applicable regular or overtime hourly rate.

Section 3: Special Licenses Where an employee is required to have an operator's license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of twelve (12) months, after which the employee shall be terminated.

Section 4: Attendance Every employee is expected to maintain regular, on-time attendance as scheduled. Where the employee anticipates any absence from work, he/she shall notify the department head in advance of the date of the anticipated absence to obtain authorization for the absence. Where the absence could not be anticipated in advance, the employee shall notify the department head at least forty-five (45) minutes in advance of his/her scheduled starting time where the employee will be absent from or late to work. Tardiness and absenteeism, including absence without notice or authorized leave, and maintenance of an unacceptable pattern of regular, on-time attendance will result in the imposition of discipline pursuant to Article 7.

Section 5: Travel The City Manager or the department head may approve, for employees in their departments, travel to meetings, site visits, negotiations, or other municipal purposes outside of the City of Pekin, as representatives of the City. The City shall reimburse the employee for necessary expenses incurred by the employee for such travel, including:

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels, such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc, provided an employee may make one (1) personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the City Manager and Finance Department.
2. Meals required by the duration of the meeting and the travel, but limited to \$40.00 per day, outside of Chicago, and \$50.00 per day, in Chicago, excluding any alcoholic beverages. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance.

No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the City Manager, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the City Manager and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

Section 6: Conditions As a condition of employment, each employee in the Department of Public Property, except the office clerk and custodians must:

- (a) meet all driver certification and other requirements prescribed by the State of Illinois, the Regional Superintendent of Schools and/or contracting School Districts, and the City required as part of the employee's job duties;
- (b) be medically capable of performing the required work, free from the presence of illegal drugs in the body (as defined in the attached drug policy), and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty;
- (c) observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the employer. The employee has the right to grieve this rule.

Section 7: The employer shall pay or reimburse the employee for required annual physical examination(s) (including drug and alcohol testing), criminal conviction record check(s), driving record check(s), school bus operator permit(s), and any commercial driver's license (less the expense of a regular driver's license), provided that, where any new employee fails to complete the probationary period, the employer shall not be obligated to reimburse the employee for the commercial driver's license. The employer has the right to select the doctor(s) and medical facilities for any physical or medical exams or testing; the right to schedule appointments and establish other arrangements for examination, test or license, and shall not be obligated to pay or reimburse any employee for the cost of any examination, test or license, unless the arrangements were made, or approved in advance, by the responsible department head.

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the employer. School Bus Monitors shall be subject to the same drug and alcohol testing as other employees. The employer shall select the doctor or medical facility. The employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact.

Section 9: Mechanics are to receive a \$300.00 per year tool allowance with proof of receipts.

ARTICLE 18

SAFETY

Section 1: The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances required by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department had adjusted the complaint.

Section 2: Under no circumstances will an employee be required or assigned to engage in activity in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

Section 3: It is recognized that the department head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules and standards. Employees shall be obligated to comply with any safety rules and standards established for the job, and to cooperate with the department head and/or supervisor in order to insure the safe performance of every job.

ARTICLE 19

EMPLOYEES

Section 1: Whenever the term "Employee" appears in this Agreement, it shall be construed to mean persons employed in the classifications or positions included within the bargaining unit described in Article 1, Section 1.

Section 2: Employee Categories When used within this Agreement, the instant terms shall have the following meanings:

- (a) **Regular, Full-Time Employee** shall be defined as those employees who, after successful completion of the probationary period, are employed within an established classification or position in one of the City departments to work thirty-five (35) or more hours each work week on a regularly scheduled basis, and are expected to be available for such work on a regular basis for an indeterminate length of time. Any employee classified as a full-time employee shall not be reclassified as part-time because of a reduction in the hours of work on his job below thirty-five (35) hours per week.
- (b) **Regular, Part-Time Employee** shall be defined as those employees who, after successful completion of the probational period, are hired or employed within one (1) or more of the City departments to work less than thirty-five (35) hours each work week whether as a regular or relief employee. Although normally scheduled to work a limited amount each work week, the fact a regular, part-time employee is scheduled to, or actually works, forty (40) or more hours in each work week, whether to fill in for absent full or part-time employees, to fill vacant positions temporarily, or to accommodate the operations of the City, shall not alter the employee's status, or convert the employee to the status of a regular, full-time employee.

- (c) **School Year Employee** shall be defined as those employees who, after successful completion of the probationary period, are hired or employed by the City in positions of School Bus Driver and School Bus Monitor to perform duties during, and related to, the operations of the public school districts within the City of Pekin, during the established school year of those public school districts. The fact a school year employee is offered work during periods of summer school, or when the schools are not in session, shall not alter their status, or convert them to either regular full or part-time employees. However, Part Time School Year Employees shall be considered as part time employees under this agreement and shall be entitled to the same contractual terms and conditions as other part time employees.

Section 3: Short Term Employees The City retains the right to employ short-term employees as defined by the Illinois Public Labor Relations Act to perform any work required, provided such employees are not employed for more than two (2) consecutive quarters in any year. Short-term employees (who may also be referred to as temporary or casual employees) shall not be entitled to any rights or benefits provided to employees within the bargaining unit under this Agreement, provided that the employment of any short-term employee(s) shall not cause the layoff of any regular full-time, part-time or school year employee.

Section 4: Probationary Period

- (a) All employees shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the Employee, this period may be extended an additional thirty (30) working days, provided the entire period shall not exceed one hundred sixty (160) calendar days in this event. During this period, each probationary employee's suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, regular part-time, or part time school year employee, for which the employee was hired.
- (b) Where any school year employee is offered a position as a regular full or part-time employee, or a regular part-time employee is offered a position as a regular, full-time employee, or any employee transfers to a different job, the employee shall be employed subject to an evaluation period of thirty (30) working days, during which the employee's suitability for the new position shall be evaluated. In the event the employee is disqualified during the evaluation period provided for in this Article 3, Section 4(b), the employee shall return to his former position.

Section 5: Residency Residency boundaries for employees covered under this Agreement shall be as follows:

Existing (hired prior to May 1, 2005) employees shall live within the following boundary; Interstate 474 (north), Springfield Road (east), Townline Road (south), and Manito Blacktop

north from Townline Road to the Illinois River (west).

New employees (hired after May 1, 2005) shall live within the Pekin City limits

School bus drivers shall be hired from outside these boundaries if necessary.

ARTICLE 20

PERSONNEL FILES

Section 1: Inspection Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 2: Union Access An employee who is involved in a current grievance against the employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures incorporated in Section 6.1 of this Article.

Section 3: Employee Rights If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement to be included in the file as authorized under the Act.

Section 4: The City will endeavor to maintain all personnel files at a central location to the extent as required by the Illinois Personal Records Act, Chapter 48, Section 2000. Further to the extent allowed by the Illinois Personal Records Act, department heads may maintain personnel records on employees under their direct supervision provided that the original records are maintained in the central location; and provided further, that every effort is made to assure the safe keeping and confidentiality of said records.

ARTICLE 21

UNION BUSINESS

Section 1: Inspections Authorized representatives of the Union shall have access to the City's facilities during regular working hours for the purpose of adjusting grievances, investigating working conditions, and observing operations or conditions under which employees are working. Prior to entering any facility not generally open to the public, the Union representative shall contact the department head or other supervisor in charge in advance to provide notice of entering such facility. The Union representative shall conduct his activity without interference to the operations of the City or the employees.

Section 2: Bulletin Board The City agrees the Union may install a bulletin board or boards at mutually agreeable locations to provide notice to employees of Union business. Postings by the Union shall be confined to such bulletin board(s), and to official Union business.

Section 3: Grievance Meetings Where the City is unable to schedule grievance meetings outside an employee's schedule, the City agrees to excuse a maximum of one (1) employee (either the Union's steward or the grievant) from duty with pay to participate in the grievance meeting so long as it is able to arrange coverage for the employee's job. The employee shall not be

paid where the grievance meeting is scheduled outside his/her scheduled work hours, and shall only be excused from duty with pay for the period necessary to present the grievance to the City.

Section 4: Contract Negotiations Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session, and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-half hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

ARTICLE 22

SEPARABILITY/SAVINGS CLAUSE

Section 1: If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Signed on behalf of the City of Pekin, Illinois and International Brotherhood of Teamsters, Local Union No. 627.

CITY OF PEKIN

By _____
Mayor

ATTEST:

By _____
City Clerk

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION NO. 627**

By _____

ATTEST:

By _____

APPENDIX A

- I. The present wage rates or bi-weekly salaries of employees employed by the City on or before the effective date of this Agreement shall be maintained at their current levels until April 30, 2005, except as noted below at (II) regarding school bus drivers and monitors in the school bus operation.

Effective May 1, 2005, 2006, 2007 and 2008 respectively, the wage rates or bi-weekly salaries of employees employed by the City are as set forth below.

Employees employed by the City who are transferred to another job within the bargaining unit pursuant to Article 10, Section 3 of this Agreement shall be paid the wage rate for the job being paid to the employee whom the individual replaces.

All new employees hired after May 1, 2005, or transferred into after the same date, will be subject to the following progression for the rate for that position:

First 6 months	(90% Rate)
After 6 months	(95% Rate)
After 12 months	(100% Rate)

Anyone at less than the 100% rate at the effective date of this contract shall be brought up to that 100% rate.

The present hourly wage rates or bi-weekly salaries for existing regular full-time and part-time jobs on the effective date of this Agreement are:

	05/01/05	05/01/06	05/01/07	05/01/08
Accounts and Finances				
Finance Dept. Head Secretary	\$11.22	\$11.56	\$11.91	\$12.27
Accounts Payable Clerk*	\$15.13	\$15.58	\$16.05	\$16.53
Wastewater Billing Clerk II	\$13.76	\$14.17	\$14.60	\$15.04
Wastewater Billing Clerk I (P/T)	\$9.50	\$9.79	\$10.08	\$10.38
Wastewater Secretary	\$13.49	\$13.89	\$14.31	\$14.74
Accounting Clerk (P/T)	\$10.00	\$10.30	\$10.61	\$10.93
City Clerk's Secretary (P/T)	\$8.27	\$8.52	\$8.78	\$9.04

[* The City shall strive to fill this position by June 1, 2005]

Public Works Department

Street Division

Division Head Secretary	\$15.13	\$15.58	\$16.05	\$16.53
Street Secretary	\$12.75	\$13.26	\$13.79	\$14.34
Mechanic Working Foreman	\$25.24	\$26.00	\$26.78	\$27.58
Mechanic III	\$19.31	\$19.89	\$20.49	\$21.10
Mechanic II	\$17.50	\$18.03	\$18.57	\$19.13
Mechanic Helper	\$11.93	\$12.29	\$12.66	\$13.04
Inventory Control Clerk **	\$14.50	\$15.01	\$15.54	\$16.08

[** This position shall be filled by the existing employee in that part-time position effective May 1, 2005]

Planning Department

Zoning & Inspections Division

Division Head Secretary	\$15.13	\$15.58	\$16.05	\$16.53
HVAC Inspector (P/T)	\$20.78	\$21.61	\$22.47	\$23.37
Plumbing Inspector	\$20.78	\$21.61	\$22.47	\$23.37
Electrical Inspector (P/T)	\$20.78	\$21.61	\$22.47	\$23.37
Building Inspector	\$20.78	\$21.61	\$22.47	\$23.37

Police Department

Secretary - Special Services	\$15.13	\$15.58	\$16.05	\$16.53
------------------------------	---------	---------	---------	---------

Parking Enforcement

Meter Attendant (F/T)	\$15.33	\$15.79	\$16.26	\$16.75
Meter Attendant (P/T)	\$10.22	\$10.53	\$10.85	\$11.18
Clerk - Data Entry	\$14.00	\$14.42	\$14.85	\$15.30

Police Records

Administrative Clerk - Legal Asst.	\$18.04	\$18.58	\$19.14	\$19.72
Records Clerk II	\$14.00	\$14.67	\$15.36	\$16.07
Records Clerk I (F/T & P/T))	\$9.50	\$9.79	\$10.08	\$10.38
Receptionist (F/T)	\$12.41	\$13.03	\$13.67	\$14.33
Receptionist (P/T)	\$10.00	\$10.30	\$10.61	\$10.93
Crossing Guard (per day)	\$19.00	\$19.57	\$20.16	\$20.77

Public Lands and Property

Custodian I – City Hall	\$15.38	\$16.09	\$16.82	\$17.57
Custodian II - City Hall	\$15.13	\$15.58	\$16.05	\$16.53
Custodian (P/T)	\$13.75	\$14.16	\$14.58	\$15.02

Bus Department

Division Head Secretary	\$15.38	\$16.09	\$16.82	\$17.57
Secretary	\$8.58	\$8.84	\$9.11	\$9.38
City Bus Driver (F/T & P/T)	\$15.38	\$16.09	\$16.82	\$17.57

Effective upon the ratification of this agreement, the Utility Person classification will be moved to the Solid Waste Contract.

School Bus Operations

School Bus Driver	see below
School Bus Monitor	see below

College Student 9.20 + 0.10/year
(Students must provide proof of full-time college status at time of hire.)

- II. With respect to the City's School Bus operations, the following hourly wage rates shall apply during the established school years of the Pekin Public Schools designated:

	2005-06	2006-07	2007-08	2008-09
School Bus Drivers	\$11.44	11.90	12.90	13.42
School Bus Monitors	\$9.50	9.88	10.88	11.32

The wage rates listed above for the 2005 – 2006 school year, commencing in August 2002, shall take effect and apply to hours worked by School Bus Drivers and Monitors May 1, 2002 and thereafter through the end of the present school year, and for any summer work in the capacity of school bus driver or monitor during 2005. The wage rates for the 2005-06, 2006-07, 2007-08 and 2008-09 school years, shall take effect and apply with the commencement of the first semester of such school years in August 2005, 2006, 2007 and 2008 respectively, and shall continue in effect until the end of each such school year.

CITY OF PEKIN GROUP HEALTH PLAN
AGREEMENT
JULY 15, 2002

It is hereby understood and agreed to between the parties signatory hereto, that the following represents the Agreement regarding the City of Pekin Health Care Plan for plan year 2002 to 2003.

Further, since it is understood and agreed to between the parties hereto that the plan changes set forth in this Agreement are for plan year 2002 to 2003 only, that there will be a re-opener for the City of Pekin Group Health Care Plan, effective at the end of the 2002 to 2003 plan year, at which time the parties hereto will negotiate the terms for the health care plan for the remainder of their respective collective bargaining agreements. The terms of the re-opener shall be negotiated and set forth in the respective Unions' collective bargaining agreements.

There will be an annual open enrollment period where the Retiree, the Retirees' spouse or Retirees' family member may elect to enroll in either the "Active Plan" or the "Retiree Alternate Plan"; however, in the event of a selection from one plan to another, proof on insurability will be required.

Retirees will not be required to pay the increase in premium for April and May 2002, but will however, be required to pay half of the increase in premium for June 2002, which is set forth in the attached "HEALTH INSURANCE CALCULATIONS FOR THE MONTH OF JUNE, 2002 THRU MARCH 2003, ONLY PER COUNCIL ACTION 6-19-02." The premiums set forth in this attachment are based on the premiums for the Health Care Plan before any plan changes, since this agreement has to be ratified, and upon ratification, the new plan changes put into effect upon the first of the calendar month following ratification.

It is further mutually agreed to between the parties signatory hereto, that at the end of plan year 2002 to 2003, that fifty (50%) percent of the plan savings (based on the actuarially determined aggregate cap) will be placed into plan reserves. The remaining fifty (50%) percent of savings will be distributed on a per capita basis into a trust fund for those employees participating in this plan.

CITY OF PEKIN GROUP HEALTH CARE PLAN

PLAN YEAR 2005-2006

ACTIVE EMPLOYEE PLAN

Plan A

	In Network	Out of Network/Out of Area
Deductible	\$250 per person per year \$500 per family per year	\$500 per person per year \$1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	\$1,300 per person per year \$2,600 per family per year	\$2,600 per person per year \$5,200 per family per year
Prescription Plan	\$10/\$20/\$35 formulary plan as presented by MedTrak	

Premium for Active Employee Plan

Single	\$ 608
Single x 2	\$1,216
Family	\$1,290

Retiree Alternate Plan As Developed by the City of Pekin Plan B

Deductible	\$2,500 per person per year	\$5,000 per person per year
Co-Insurance	80/20 of \$5,000	60/40 of \$10,000
Out of Pocket Max	\$3,500	\$9,000

***** OUT OF AREA *****

Deductible	\$3,750
Co-Insurance	70/30 of \$8,333
Out of Pocket Max	\$6,250

Prescription Plan \$10/\$20/\$35 formulary plan as presented by MedTrak

Premium for Retiree Alternate Plan

Single	\$310
Single x 2	\$620
Family	\$848

Retiree Secondary Plan (only if City is not primary) Plan D

Deductible	\$250 per person per year \$500 per family per year	\$500 per person per year \$1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	\$1,300 per person per year \$2,600 per family per year	\$2,600 per person per year \$5,200 per family per year

Prescription Plan

NONE

Premium for Secondary Plan

Single \$200

City of Pekin
Planning and Economic
Development Department

Memo

To: Mayor and Commissioners
From: Kim Uhlig
CC: Dennis Kief, Sue McMillan
Date: April 19, 2005
Re: Belle of the Night

Please find attached an Amendment to the Letter of Understanding between the City of Pekin and Recreational River Concepts, Inc., Mr. William Kelso.

Mr. Kelso has requested that the City of Pekin extend this agreement an additional six (6) months or December 31, 2005 as he does have another party that is very interested in the purchase of his boat, however, the sale will probably not be completed by June 30, 2005.

Again, Mr. Kelso realizes the docking of The Belle is his total responsibility and there is NO liability on the part of the City, per our original agreement. Since the park construction will probably not be completed until the middle of this fall, the City Manager and I recommend that we allow the boat to remain. Mr. Kelso also realizes that if there is a "need" to move the boat further south or even across on the east side of the river, that he can accommodate us.

Mr. Kelso thanks you for your consideration in his request.

AMENDMENT TO LETTER OF UNDERSTANDING

This Amendment of Letter of Understanding is made this _____ day of April, 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation, and RECREATIONAL RIVER CONCEPTS, INC., an Illinois corporation.

WHEREAS, the parties executed a Letter of Understanding on or about June 7, 2005, regarding the docking of the Belle of the Night Boat on the City's riverfront (the "Letter of Understanding"); and

WHEREAS, a true and correct copy of the Letter of Understanding is attached hereto and incorporated herein by this reference; and

WHEREAS, the Letter of Understanding provides that it will expire on June 30, 2005; and

WHEREAS, the parties desire to extend the term of the Letter of Understanding to December 31, 2005.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Letter of Understanding is hereby amended by deleting "June 30, 2005" in the third and sixth paragraphs thereof, and replacing the same with "December 31, 2005."
2. Except as provided herein, the Letter of Understanding shall remain in full force and effect.

CITY OF PEKIN, a municipal corporation,

By _____
Its

ATTEST:

Its

RECREATIONAL RIVER CONCEPTS, INC.,
an Illinois Corporation,

By William H. Kelso
WILLIAM KELSO
Its President

ATTEST:

Its

Memo

To: Mayor and Commissioners
From: Kim Uhlig
CC: Denny Kief, Sue McMillan
Date: April 18, 2005
Re: Velde Dealership

As you know we have been working with Mr. Sauers and Mr. Griggs regarding their purchase of the Scherer franchise. Unfortunately, they have had some legal issues that have caused a delay in this agreement.

We have, however, finally reached an agreement that we are recommending for your consideration and acceptance. Rory Griggs will be at the council meeting on Monday, April 24th if you have any questions. I have listed a summary below of this agreement:

1. Sales Tax abatement of anything over the \$207,300 benchmark up to \$750,000 or seven (7) years, whichever occurs first.
2. If the car dealership closes within ten (10) years, all abatement will be refunded to the City.
3. Personal guarantees of Bruce Sauers and Rory Griggs
4. If business is sold, the new owner will inherit the same obligations
5. Capital investment to exceed \$1,000,000.

If you have any questions, please do not hesitate to contact Denny, as I will be on vacation.

Also, I have enclosed a couple of pictures that are examples of the new building/façade that is being required by GMC. I believe that this redevelopment will make a huge difference in curb appeal as visitors drive into Pekin.

ORDINANCE NO. 2428

**AN ORDINANCE AUTHORIZING A DEVELOPMENT
AGREEMENT WITH VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC.**

WHEREAS, VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC., an Illinois Corporation, (the "Developer"), owns or leases a parcel of real property upon which its existing Oldsmobile-Cadillac-GMC Truck dealership is situated, which real estate is legally described in "Exhibit A" of the Development Agreement referenced herein, and commonly known as 2220 N. 8th Street, Pekin, Illinois (the "Project Site"); and

WHEREAS, the Developer proposes to redevelop the Project Site to bring it into compliance with standards established by its franchiser, General Motors Corporation, and to make it possible for Developer to add two additional franchise lines, Buick and Pontiac, which Project consists of remodeling the existing building and redevelopment with new retail and other improvements; and

WHEREAS, because the Project and the expansion of new retail in the City will create economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

WHEREAS, the City has negotiated a Development Agreement (the "Agreement") with the Developer regarding the Project (a copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference); and

WHEREAS, the Agreement contains terms under which the Project will be developed and certain Sales Tax Increment will be rebated from the City to the Developer; and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into the Agreement; and

WHEREAS, without the assistance of the City as set forth in the Agreement, the Developer would not undertake the Project; and

WHEREAS, the City believes that the development of the Project and the performance of the Agreement are in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

1. That the Development Agreement by and between the City of Pekin and Velde Oldsmobile-Cadillac-GMC Truck, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.
2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Development Agreement attached hereto as Exhibit "A".
3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Development Agreement.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of April, 2005.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN/VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC.
DEVELOPMENT AGREEMENT

This CITY OF PEKIN/VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC. DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2005, by and between the City of Pekin, Illinois, a municipal corporation, (hereinafter referred to as the "City") and Velde Oldsmobile-Cadillac-GMC Truck, Inc., an Illinois Corporation (the "Developer").

RECITALS

WHEREAS, the Developer owns or leases a parcel of real property upon which its existing Oldsmobile-Cadillac-GMC Truck dealership is situated, which property is legally described on Exhibit A attached hereto and made a part hereof (the "Project Site" or the "Property").

WHEREAS, the Developer proposes to redevelop the Project Site to bring it into compliance with standards established by its franchiser, General Motors Corporation, and to make it possible for Developer to add two additional franchise lines, Buick and Pontiac, which Project consists of remodeling the existing building and redevelopment with new retail and other improvements (the "Project");

WHEREAS, because the Project and the expansion of new retail in the City will create economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into this Agreement; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project; and

WHEREAS, the City believes that the development of the Project is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I: CONSTRUCTION OF THE PROJECT

- 1.1 The Project. The Project consists of the redevelopment of the present building on the Project Site by remodeling the existing building (“Project Improvements”) and development of other improvements.
- 1.2 Submission and Approval of Plans. All work with respect to construction of the Project by the Developer shall be in conformity with this Agreement. No construction of any portion of the Project shall be commenced by Developer unless it has first complied with the requirements of this Section 1.2.
 - 1.2.1 Preliminary and Final Plats. The Developer shall submit to the City, prior to commencing any redevelopment of the Project Site, such preliminary and final plats as may be required pursuant to any applicable federal, state and local laws, regulations and ordinances.
 - 1.2.2. Approval by City. The City’s approval or disapproval of the Preliminary Plats and Final Plats must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove said plats within thirty (30) days after receipt, the submitted plats shall be deemed approved. If disapproved, the Developer shall, within thirty (30) days from the date of disapproval, resubmit revised plats, which the City shall review within twenty-one (21) days and approve or disapprove within such period in the manner described above. This process shall repeat until the plats are approved by the City.
 - 1.2.3 Construction and Building Plans for Necessary Permits. Prior to commencing construction of each phase of the retail center, except for demolition, if any (for which the Developer shall obtain an appropriate permit), the Developer shall submit to the City construction plans for each phase of the Project (“Construction Plans”). The City shall within twenty (20) days from receipt of each phase’s plans, approve or disapprove the Construction Plans, after reviewing said plans for compliance with all applicable laws, statutes, ordinances, rules and regulations, including but not limited to life safety and zoning regulations, and conformance with the Preliminary Plats and Final Plats. If the City fails to respond within the required item, the submitted Construction Plans shall be deemed approved. If the City disapproves the Construction Plans, such disapproval shall be in writing and shall set forth the reasons for such disapproval. The Developer shall submit revised plans within ten (10) days from the date of rejection. Upon resubmission, the City shall review and approve or disapprove

such revised plans within ten (10) days of submittal. If the City fails to respond within the required time the resubmitted Construction Plans shall be deemed approved.

- 1.2.4 Changes in Construction Plans. If prior to completion of any phase, the Developer desires to make any material change in the Construction Plans previously approved as provided herein, the Developer shall submit a request to make such material change in the Construction Plans to the City for its approval.
- 1.2.5 As-Built Plans. When the Developer completes construction, the Developer shall provide to the City as-built drawings as required by the City. Such drawings shall include site plans showing the locations of the sewers, all utilities, and site drainage.

ARTICLE II: DEVELOPER COVENANTS

- 2.1 Franchise Lines. The Developer shall add two additional franchise lines, Buick and Pontiac, to its dealership at the Project Site in the year 2005. In the event the Developer does not comply with this provision, the Sales Tax Increment as described in Article III, Section 3.1, will not be available for rebate, until such time as this provision is completed.
- 2.2 Construction Deadlines. The Developer shall commence the Project Improvements on or about January 1, 2006, and complete the same by December 31, 2006. In the event that the Project Improvements are not completed within this period, the further Sales Tax Increment, as described in Article III, Section 3.1, will not be available for rebate, until such time as the items are completed.
- 2.3 Investment Time Line. The Developer shall invest \$1,000,000 in the Project Improvements by December 31, 2006 and submit to the City evidence and detail of all expenditures by such date. In the event that the Developer does not comply with this investment time line, the amount of the Sales Tax Increment available for rebate to the Developer, as described in Article III, Section 3.1, will be reduced proportionately, based on the shortfall.
- 2.4 No Protest of Real Estate Tax. The Developer agrees not to protest at any time, on or before December 31, 2015, any real estate tax valuations of the Property of \$500,000 equalized assessed valuation or less without the consent of the City.
- 2.5 Maintenance of Dealership. The Developer agrees to maintain and operate on the Project Site, until at least December 31, 2015, a Cadillac-Oldsmobile-GMC Truck-Buick and Pontiac new car dealership.
- 2.6 Guaranties. The Developer shall provide the following collateral: the personal

guarantees of BRUCE E. SAURS and RORY D. GRIGGS, guaranteeing all of Developer's obligations hereunder.

- 2.7 Conformance to Federal, State and Local Requirements. All work with respect to the Developer's redevelopment of the Property shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes and life safety codes.
- 2.8 Sales Tax Reports. Until such times as all obligations on the part of the Developer or the Guarantors hereunder are satisfied, the Developer shall submit monthly to the City copies of any and all sales tax receipts, records or returns submitted, or required to be submitted, by the Developer to the State of Illinois in compliance with all federal, state or local laws, regulations and ordinances, as the result of any sales or serviced generated or provided by the Developer at the Project Site.

ARTICLE III: COVENANTS OF THE CITY

- 3.1 Rebate of Sales Tax Increment. To assist the Developer in the payment of its redevelopment costs hereunder, the City will rebate to the Developer up to an aggregate amount of \$750,000.00 in Sales Tax Increment, by annually rebating to the Developer for 7 years, commencing on March 1, 2006, and continuing on the 1st day of each March thereafter until March 1, 2012, the amount of any Sales Tax Increment paid to the City for sales or services generated or provided by the Developer at the Project Site during the prior calendar year which exceed the base sum of \$207,300.00, being the Sales Tax Increment paid to the City for sales or services generated or provided by the Developer at the Project Site during the calendar year 2004.
- 3.2 Repayment of Rebated Sales Tax Increment. In the event the Developer should fail to maintain and operate a car/truck dealership on the Project Site through at least December 31, 2015, then the Developer shall repay to the City any Sales Tax Increment previously rebated hereunder to the Developer. If prior to December 31, 2015, the Developer should sell its interest in the car/truck dealership to a third party, such third party must assume the Developer's obligation to maintain and operate a car/truck dealership on the Project Site through at least December 31, 2015, otherwise, such third party or the Developer must repay to the City any Sales Tax Increment previously rebated to the Developer hereunder.

ARTICLE IV: REPRESENTATIONS OF THE DEVELOPER

The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- 4.1 Organization. The Developer is a corporation duly organized and existing under the laws of Illinois and has been duly qualified to transact business in Illinois.
- 4.2 Authorization. The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 4.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- 4.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Project and the Project Site, or to fulfill Developer's obligations under this Agreement.
- 4.5 Conformance with Requirements and Regulations. The Developer represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE V: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

- 5.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 5.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.
- 5.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect

the ability of the City to perform this Agreement.

ARTICLE VI: DEVELOPER INDEMNIFICATION OF CITY

The Developer agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, of from any work of or thing done by the Developer on the Project Site, or any work or activity of the Developer in connection with the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Developer or any of its agents, contractors, servants or employees; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; and (v) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in any party of the Project; provided, the Developer shall have no obligation to indemnify or save harmless the City if any such claims arise solely out of the negligence or willful misconduct of the City. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses of the City.

ARTICLE VII: DEFAULT AND REMEDIES

7.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Agreement:

7.1.1 If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

7.1.2 Breach by the Developer or the City of any material covenant, warranty or obligation set forth in this Agreement.

7.2 Remedies of Default. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party

alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred (except with respect to payment of money) if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after the receipt of such notice or, in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same; provided that the curing party is pursuing said cure with diligence. This section 7.2 shall not apply to the Developer's obligations pursuant to Section 3.1.1.3 of this Agreement.

7.3 Other Rights and Remedies of City and Developer; Delay in Performance Waiver.

7.3.1 No Waiver by Delay. Any delay by the City or the Developer in instituting or prosecuting any action or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or the City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.

7.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

7.3.3. Delay in Performance. For the purpose of any of the provisions of this Agreement, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for development, or the beginning and completion of construction of the

Project, or progress in respect thereto, in the event of delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such delay, the or times for performance of the obligations of the City or Developer with respect to the acquisition or construction of the Project shall be extended for the period of the delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing, of the cause of causes thereof.

- 7.3.4 Agreement to Pay Attorney's Fees and Expenses. In the event a party hereto should default under any provisions of this Agreement and the other party should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the moving party the reasonable fees of such attorney or attorneys and such other expenses so incurred by the said prevailing party.

ARTICLE VIII: EQUAL EMPLOYMENT OPPORTUNITY

The Developer for itself and its successors and assigns, agrees that with respect to the construction of the Project provided for in this Agreement that the following will apply:

- 8.1 Non-Discrimination. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The Developer will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, if any, setting forth the provisions of this non-discrimination clause.
- 8.2 Advertising. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex

or national origin.

ARTICLE IX: MISCELLANEOUS

- 9.1 Authorized Representatives.
- 9.1.1 Developer. By complying with the notice provision hereof, the Developer shall designate an authorized representative from time to time, who shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other action required or described in this Agreement for and on behalf of the Developer.
- 9.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Except as otherwise provided in this Agreement, such representative shall not have the authority to make agreements on behalf of the City.
- 9.2 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and Developer.
- 9.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest; provided, however, the obligation to repay the Loan shall be personal to the Developer and guarantors and any successor developer.
- 9.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- 9.5 Notices. Notices of demand hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the City Clerk, City Hall, 111 S. Capitol, Pekin, Illinois 61554 (with copies to the City Attorney), or to the Developer at 2220 N. Eighth Street, Pekin, Illinois 61554, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.
- 9.6 Severability. If any provision of this Agreement is held to be invalid, the remainder of

this Agreement shall not be affected thereby.

9.7 Further Assistance and Corrective Instruments. The City and the Developer agrees that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

9.8 City and Developer Independent Contractors. In all matters pertaining to this Agreement, the relationship of the City and the Developer shall be that of independent contractors, and neither the City nor the Developer shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between the City and the Developer; and no party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other party, unless expressly assumed in writing herein or otherwise. Each party retains full control over the employment, direct, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto of the date first above written.

CITY OF PEKIN, ILLINOIS, an
Illinois Municipal Corporation

VELDE OLDSMOBILE-CADILLAC-GMC
TRUCK,
INC., an Illinois Corporation

By:
Its:

By: _____
Its: _____

ATTEST:

ATTEST:

By:

By: _____
Its: _____

EXHIBIT A

P.I.N. 04-04-23-300-007

TRACT I: Lot 29 and Outlot B in PEKIN EDGEWATER PARK SECTION TWO, a subdivision of part of the South Half of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, as shown by the Plat thereof recorded July 27, 1976 in Plat Book "Z", page 131 situated in Tazewell County, Illinois.

TRACT II: Lot 45 in PEKIN EDGEWATER PARK SECTION FOUR, being part of the South Half of Section 23 and part of the North Half of Section 26, Township 25 North Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING, HOWEVER, THEREFROM THE FOLLOWING DESCRIBED PREMISES: Commencing at the Northeasterly corner of Lot 44 of PEKIN EDGEWATER PARK SECTION FOUR; thence North 73° 12' 14" West, along the Northerly line of Lot 44 and a part of Lot 45 in PEKIN EDGEWATER PARK SECTION FOUR, a

distance of 411.34 feet to the Point of Beginning of the tract to be described; thence South 16° 47' 46" West a distance of 380.0 feet; thence South 73° 12' 14" East a distance of 71.34 feet; thence South 79° 46' 27" East, a distance of 149.93 feet; thence North 16° 47' 46" East a distance of 363.87 feet; thence North 73° 12' 14" West a distance of 211.34 feet to the Point of Beginning, containing 1.820 + or - acres, situated, lying and being in the City of Pekin, County of Tazewell, State of Illinois.

GUARANTY AGREEMENT

AGREEMENT made and entered into this _____ day of _____, 2005, by and between the CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "City", and
BRUCE E. SAURS, hereinafter referred to as the "Guarantor".

Recitals

VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC., an Illinois Corporation, hereinafter referred to as the "Developer" desires to have certain Sales Tax Increment rebated to it by the City.

The Guarantor is a shareholder of the Developer.

The City refuses to extend such Sales Tax Increment rebatement unless an absolute and unconditional guaranty of payment is made and executed by the Guarantor herein.

IT IS THEREFORE AGREED:

1. **Obligation.** The Guarantor unconditionally guarantees to the City the payment of any and all indebtedness of the Developer to the City related to the City of Pekin/Velde Oldsmobile-Cadillac-GMC Truck, Inc. Development Agreement entered into by and between the City and the Developer on _____, 2005 ("Development Agreement"), in the amount of \$750,000.00, or such Sales Tax Increment as actually rebated to the Developer by the City, not to exceed \$750,000.00, pursuant to the terms of said Development Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes, with respect to the Development Agreement, any and all Sales Tax Increment rebated to the Developer as well as any and all advances, debts, obligations, and liabilities of the Developer heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Developer may be liable individually or jointly with others, or whether such obligation may be or hereafter become otherwise unenforceable.

2. **Waiver.** Presentment, demand, protest, and notice of protest and dishonor and diligence in collecting any said indebtedness are each and all waived. The granting of any extension or suffering of any indulgence to the Developer or any other party to any of said indebtedness even though without notice to the undersigned shall in no way affect the obligation hereunder.

3. **Consent to City's Act.** The Guarantor agrees, without affecting the Guarantor's liability to the City hereunder, that the City may, without notice to or further consent of the Guarantor, upon such terms as it may deem advisable:

(a) Modify or otherwise change any terms of all or any part of the indebtedness or the rate of interest thereon, grant any extension or renewal thereof, and any other indulgence with respect thereto, and effect any release, compromise, or settlement with respect thereto;

(b) Enter into any agreement of forbearance with respect to all or any part of the indebtedness or with respect to all or any part of the collateral and change the term of any such agreement;

(c) Forbear from calling for additional collateral to secure any of the indebtedness or to secure any obligation comprised in the collateral;

(d) Consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, received by the City upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral surrendered by the City;

(e) In the event of the nonpayment when due, whether by acceleration or otherwise, of any of the indebtedness, or in the event of default in the performance of any obligation comprised in the collateral, realize on the collateral or any part thereof, as a whole or in such parcels or subdivided interests as the City may elect, at any public or private sale or sales, for cash or on credit, or for future delivery, without demand, advertisement or notice of the time, or place of sale of any adjournment thereof, or by foreclosure or otherwise, or forbear from realizing thereon, all as the City in its complete discretion may deem proper, and may purchase all or any part of the collateral for its own account at any public sale or foreclosure, such powers to be exercised only to the extent permitted by law.

4. **Representations.** The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the City hereunder, or the immediate effectiveness of this Guaranty as the sole agreement between the Guarantor and the City with respect to guaranteeing the Developer's obligation to the City.

5. **Remedies.** The City may at its option proceed in the first instance against the Guarantor, to collect any obligation covered by this Guaranty, without first proceeding against the Developer, or any other person, firm, or corporation, and without first resorting to any property at the time held by the City as collateral security.

6. **Attorneys' Fees Provision.** For value received, the undersigned Guarantor absolutely and unconditionally guarantees prompt payment on the Development Agreement and agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by the City in collection and enforcement of that Development Agreement.

7. **Governing Law.** This Guaranty shall be governed by the laws of the State of Illinois.

Executed at Pekin, Illinois, on the day and year first above written.

GUARANTOR:

BRUCE E. SAURS

GUARANTY AGREEMENT

AGREEMENT made and entered into this _____ day of _____, 2005, by and between the CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "City", and RORY D. GRIGGS, hereinafter referred to as the "Guarantor".

Recitals

VELDE OLDSMOBILE-CADILLAC-GMC TRUCK, INC., an Illinois Corporation, hereinafter referred to as the "Developer" desires to have certain Sales Tax Increment rebated to it by the City.

The Guarantor is a shareholder of the Developer.

The City refuses to extend such Sales Tax Increment rebatement unless an absolute and unconditional guaranty of payment is made and executed by the Guarantor herein.

IT IS THEREFORE AGREED:

1. **Obligation.** The Guarantor unconditionally guarantees to the City the payment of any and all indebtedness of the Developer to the City related to the City of Pekin/Velde Oldsmobile-Cadillac-GMC Truck, Inc. Development Agreement entered into by and between the City and the Developer on _____, 2005 ("Development Agreement"), in the amount of \$750,000.00, or such Sales Tax Increment as actually rebated to the Developer by the City, not to exceed \$750,000.00, pursuant to the terms of said Development Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes, with respect to the Development Agreement, any and all Sales Tax Increment rebated to the Developer as well as

any and all advances, debts, obligations, and liabilities of the Developer heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Developer may be liable individually or jointly with others, or whether such obligation may be or hereafter become otherwise unenforceable.

2. **Waiver.** Presentment, demand, protest, and notice of protest and dishonor and diligence in collecting any said indebtedness are each and all waived. The granting of any extension or suffering of any indulgence to the Developer or any other party to any of said indebtedness even though without notice to the undersigned shall in no way affect the obligation hereunder.

3. **Consent to City's Act.** The Guarantor agrees, without affecting the Guarantor's liability to the City hereunder, that the City may, without notice to or further consent of the Guarantor, upon such terms as it may deem advisable:

(a) Modify or otherwise change any terms of all or any part of the indebtedness or the rate of interest thereon, grant any extension or renewal thereof, and any other indulgence with respect thereto, and effect any release, compromise, or settlement with respect thereto;

(b) Enter into any agreement of forbearance with respect to all or any part of the indebtedness or with respect to all or any part of the collateral and change the term of any such agreement;

(c) Forbear from calling for additional collateral to secure any of the indebtedness or to secure any obligation comprised in the collateral;

(d) Consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, received by the City upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral surrendered by the City;

(e) In the event of the nonpayment when due, whether by acceleration or otherwise, of any of the indebtedness, or in the event of default in the performance of any obligation comprised in the collateral, realize on the collateral or any part thereof, as a whole or in such parcels or subdivided interests as the City may elect, at any public or private sale or sales, for cash or on credit, or for future delivery, without demand, advertisement or notice of the time, or place of sale of any adjournment thereof, or by foreclosure or otherwise, or forbear from realizing thereon, all as the City in its complete discretion may deem proper, and may purchase all or any part of the collateral for its own account at any public sale or foreclosure, such powers to be exercised only to the extent permitted by law.

4. **Representations.** The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the City hereunder, or the immediate effectiveness of this Guaranty as the sole

agreement between the Guarantor and the City with respect to guaranteeing the Developer's obligation to the City.

5. **Remedies.** The City may at its option proceed in the first instance against the Guarantor, to collect any obligation covered by this Guaranty, without first proceeding against the Developer, or any other person, firm, or corporation, and without first resorting to any property at the time held by the City as collateral security.

6. **Attorneys' Fees Provision.** For value received, the undersigned Guarantor absolutely and unconditionally guarantees prompt payment on the Development Agreement and agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by the City in collection and enforcement of that Development Agreement.

7. **Governing Law.** This Guaranty shall be governed by the laws of the State of Illinois.

Executed at Pekin, Illinois, on the day and year first above written.

GUARANTOR:

RORY D. GRIGGS



JIM BURKE



GMC





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

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

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

dkief@ci.pekin.il.us

CC: City Clerk

Date: April 20, 2005

Re: Wastewater Treatment Operations

At the last (April 11th) City Council Meeting I updated you on the process of selecting an operator of the City's Wastewater Treatment facilities for the next 10 years.

Up until 1993 all of these facilities were operated by City personnel. In August of 1993 the operation of the treatment plants, CSO's and lift stations was contracted out. That 10 year contract was extended by 2 years in 2003.

On October 11, 2004, I requested Statements of Qualifications from 4 Contract operators and also received the support from the City Council to evaluate the costs of the City (again) operating those facilities. I received four SOQ's by the November 29, 2004, deadline.

On March 8, 2005, I requested that the four Contract Operators (EarthTech, United Water, American Water and EMC) submit proposals by March 31, 2005, which they all did. The City also submitted proposals to operate the wastewater facilities. The City, EarthTech, United Water and American submitted very thorough proposals to operate the facilities. EMC submitted a letter of interest in providing the oversight of the facilities.

All of the four proposals are voluminous and contain very specific information. Both the American Water and EarthTech proposals suggest that improvements occur at the Treatment Plant in order to improve the operations of the facility. All proposals appear to meet the requirements of the RFP. The EarthTech proposals appears to include an additional (approximately) \$25,000 per year for maintenance that the others don't. Therefore their annual proposal is "artificially" high by approximately \$25,000.

Bids were submitted for operating the Wastewater Treatment Plant facilities (includes CSO's and Pre-treatment facility). An alternate was also received for operating the lifts stations. Attached to this Memo is a spreadsheet tabulating the annual (and ten year accumulative) bids for each contract operator and the City. The EarthTech proposal was only for the base year and tied future year's into the CPI. Just for comparison sake, I added 3% (estimated CPI) per year to their annual cost to get their extended column. Keep in mind from my earlier comment, that the EarthTech proposal is approximately \$25,000 annually higher than the others the result of their anticipated maintenance costs. Therefore their 10 year total could be shown as \$250,000 less.

Not only is the City's first year cost significantly less than those submitted by the Contract Operators, but so is the 10 year cost. With the imminent expansion of the Treatment Plant likely well within this 10 year period, I believe that the City's operation of the facilities provides for actual increases that could resulting from new or added equipment.

Looking at it from a potential savings over the existing contract, our first year base cost is estimated at \$728,213. Our current annual fee to United Water is \$863,879. Their proposed first year cost is \$949,568. Therefore we would be saving \$221,355 over their proposed first year cost. We would even be saving \$135,666 over their last year cost.

In comparing our first year cost with the low bidder's (EarthTech), deducting their \$25,000 (from \$897,391) additional maintenance cost, we would still be saving \$144,178.

I want to thank (Commmissioner) Fred Massaglia for his participation in this process. Fred can attest to the thoroughness and complexity of the proposals submitted. I also want to thank all four contract operators for their expert submittals. I am convinced that the City would have been well served by any of these companies.

I am pleased to recommend to you that effective August 1, 2005, that the operation and maintenance of the Wastewater Treatment Facilities return to the City. This will allow for a transition period and allow time to compare the facility and inventory today versus what it was 12 years ago. This will also allow for the applicable bargaining unit negotiations with the affected union.

As always, contact me should you have any questions.

CITY OF PEKIN

ANNUAL	BASE BID	LIFT STATIONS	TOTAL
Year 1	\$ 706,363.00	\$ 21,850.00	\$ 728,213.00
Year 2	\$ 718,880.00	\$ 22,387.00	\$ 741,267.00
Year 3	\$ 736,851.00	\$ 22,938.00	\$ 759,789.00
Year 4	\$ 755,290.00	\$ 23,503.00	\$ 778,793.00
Year 5	\$ 774,209.00	\$ 24,082.00	\$ 798,291.00
Year 6	\$ 793,620.00	\$ 24,676.00	\$ 818,296.00
Year 7	\$ 813,538.00	\$ 25,286.00	\$ 838,824.00
Year 8	\$ 833,975.00	\$ 25,911.00	\$ 859,886.00
Year 9	\$ 854,946.00	\$ 26,552.00	\$ 881,498.00
Year 10	\$ 876,465.00	\$ 27,210.00	\$ 903,675.00
TOTAL	\$ 7,864,137.00	\$ 244,395.00	\$ 8,108,532.00

EarthTech

ANNUAL	BASE BID	LIFT STATIONS	TOTAL	CPI ADJUSTED
Year 1	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 897,391.00
Year 2	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 924,313.00
Year 3	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 951,234.00
Year 4	\$ 883,424.00	\$ 18,841.00	\$ 902,265.00	\$ 978,156.00
Year 5	\$ 880,539.00	\$ 18,841.00	\$ 899,380.00	\$ 1,005,078.00
Year 6	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 1,032,000.00
Year 7	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 1,058,921.00
Year 8	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 1,085,843.00
Year 9	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 1,112,765.00
Year 10	\$ 878,550.00	\$ 18,841.00	\$ 897,391.00	\$ 1,139,686.50
TOTAL	\$ 8,792,363.00	\$ 188,410.00	\$ 8,980,773.00	\$10,185,387.50

UNITED WATER

ANNUAL	BASE BID	LIFT STATIONS	TOTAL
Year 1	\$ 932,283.00	\$ 17,285.00	\$ 949,568.00
Year 2	\$ 955,345.00	\$ 17,224.00	\$ 972,959.00
Year 3	\$ 979,093.00	\$ 17,948.00	\$ 997,041.00
Year 4	\$ 1,003,549.00	\$ 18,289.00	\$ 1,021,838.00
Year 5	\$ 1,028,733.00	\$ 18,637.00	\$ 1,047,370.00
Year 6	\$ 1,054,669.00	\$ 18,991.00	\$ 1,073,660.00
Year 7	\$ 1,081,381.00	\$ 19,351.00	\$ 1,100,732.00
Year 8	\$ 1,108,891.00	\$ 19,719.00	\$ 1,128,610.00
Year 9	\$ 1,137,225.00	\$ 20,094.00	\$ 1,157,319.00
Year 10	\$ 1,166,409.00	\$ 20,475.00	\$ 1,186,884.00
TOTAL	\$ 10,447,578.00	\$ 188,013.00	\$ 10,635,981.00

AMERICAN WATER

ANNUAL	BASE BID	LIFT STATIONS	TOTAL
Year 1	\$ 1,173,603.00	\$ 44,703.00	\$ 1,218,306.00
Year 2	\$ 1,213,808.00	\$ 46,044.00	\$ 1,259,852.00
Year 3	\$ 1,255,426.00	\$ 47,425.00	\$ 1,302,851.00
Year 4	\$ 1,299,766.00	\$ 48,848.00	\$ 1,348,614.00
Year 5	\$ 1,346,085.00	\$ 50,313.00	\$ 1,396,398.00
Year 6	\$ 1,396,476.00	\$ 51,961.00	\$ 1,448,437.00
Year 7	\$ 1,446,948.00	\$ 53,520.00	\$ 1,500,468.00
Year 8	\$ 1,499,799.00	\$ 55,126.00	\$ 1,554,925.00
Year 9	\$ 1,555,187.00	\$ 56,779.00	\$ 1,611,966.00
Year 10	\$ 1,613,286.00	\$ 58,483.00	\$ 1,671,769.00
TOTAL	\$ 13,800,384.00	\$ 513,202.00	\$ 14,313,586.00



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

Press Release

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

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

dkief@ci.pekin.il.us

CC: City Council and City Clerk

Date: April 12, 2005

Re: Pekin Application for BADD Funding

On September 1, 2004, the City of Pekin submitted a grant application for the State of Illinois' Boat Access Area Development (BAAD) Program. Our request was for \$125,719 of a proposed \$158,219 project to update the boat access area on the west side of the river. In 1989 the City received a similar grant to put in the original ramp over there. At that time we knew that the parking and ability to launch boats would have to be improved. This proposed project would involve the installation of a dock, hard surfacing the parking lot, etc.

This was a very competitive (Illinois Department of Natural Resources) program with over \$1.3 million in grant applications and only \$725,000 available statewide. We received the entire amount (\$125,000) that we requested. Senator George Shadid and Representative Mike Smith were strong advocates of this grant application and deserve a lot of credit for us receiving this grant.

On behalf of the City Council, we look forward to the receipt of this grant which will allow the City to continue the redevelopment of Pekin's riverfront, this time on the west side of the river.

IX.

**ANNOUNCEMENT OF
PUBLIC INFORMATIONAL MEETING
FOR
VETERANS DRIVE
(BROADWAY TO FISHER ROAD)**

THE CITY OF PEKIN WILL HOLD AN OPEN HOUSE, PUBLIC INFORMATIONAL MEETING ON **THURSDAY, APRIL 28, 2005** TO DISPLAY EXHIBITS FOR THE EXTENSION OF VETERAN'S DRIVE FROM BROADWAY TO FISHER ROAD NORTH OF INTERSTATE 474. THE OVERALL LENGTH OF THE PROPOSED ROADWAY EXTENSION IS APPROXIMATELY 4.5 MILES.

THE PUBLIC INFORMATIONAL MEETING WILL BE HELD FROM **6:00 P.M. UNTIL 7:30 P.M. AT SUNSET HILLS SCHOOL** LOCATED AT 1730 HIGHWOOD AVENUE, PEKIN, ILLINOIS.

PERSONNEL FROM THE CITY OF PEKIN AND THE CONSULTING FIRM OF STS CONSULTANTS WILL BE AVAILABLE DURING THE MEETING TO EXPLAIN PROJECT DISPLAYS. ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE MEETING AND WILL BE OFFERED AN OPPORTUNITY TO ASK QUESTIONS AND SUBMIT WRITTEN COMMENTS ON THE PROJECT. NO FORMAL PRESENTATION WILL BE MADE; THE MEETING WILL BE AN OPEN HOUSE FORMAT. ATTENDEES MAY ARRIVE ANY TIME DURING THE OPEN HOUSE.

THE MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF SPECIAL ACCOMODATIONS ARE NEEDED, ARRANGEMENTS SHOULD BE MADE WITH CLARK ENGINEERS, INC. PRIOR TO THE MEETING DATE.

COMMENTS AND/OR INFORMATIONAL REQUESTS CAN BE MAILED TO:

MR. KEN COULTER
STS CONSULTANTS. LTD.
111 NE JEFFERSON AVENUE
PEORIA, IL 61602



City of Pekin
AGENDA

**SPECIAL COUNCIL MEETING
TUESDAY, APRIL 26, 2005
6:00 P.M.**

**EAGLES LODGE
274 DERBY STREET**

- I. ROLL CALL**
- II. COMMUNICATIONS, PETITIONS, REPORTS**
Open Community Forum - Southside Business Area
- III. ADJOURNMENT**